# BIDDING DOCUMENT

## Provisioning of WAN Connectivity Services (Fiber Link) for HQ PERA

## (Single Stage Two Envelop Procedure)

## (National Competitive Bidding)

**December 31, 2025**

## PUNJAB ENFORCEMENT AND REGULATORY AUTHORITY (PERA)

**Submission Date for Sealed e-Bids on EPADS: January 15, 2026, on or before 11:00 AM**

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# Section-I: Invitation to Bids

## 1.1 INVITATION TO BID

Punjab Enforcement & Regulatory Authority (PERA) an authority established through the enactment of the Punjab Enforcement & Regulation Act, 2024 by the Government of Punjab (GoPb) with an aim to streamline regulatory measures across the Punjab for better and more effective enforcement of special laws.

Sealed bids are invited from established firms/companies/organizations/Service Provider s for "**Provisioning of WAN Connectivity Services (Fiber Link) for HQ PERA**" (hereafter called as bidders). All interested and eligible bidders are requested to go through the bidding document and provide relevant information along with supporting documents mentioned in this bidding document and must be submitted online through **EPADS**.

### Invitation to Bid for Provisioning of WAN Connectivity Services (Fiber Link) for HQ PERA

Punjab Enforcement & Regulatory Authority (PERA) an authority established through the enactment of the Punjab Enforcement & Regulation Act, 2024 by the Government of Punjab (GoPb) with an aim to streamline regulatory measures across the Punjab for better and more effective enforcement of special laws.

PERA invites bids through single stage two envelopes bidding procedure from well-reputed, experienced and tax registered companies / firms/ organization/ supplier against the above-mentioned services. The interested firms/ companies/ organization/ supplier can obtain the bidding document containing all details with its evaluation criteria and terms & conditions from PERA website (www.pera.punjab.gov.pk) ), PPRA website (www.ppra.punjab.gov.pk) and e-Pak Acquisition and Disposal System (e-PADS) (https://punjab.eprocure.gov.pk).

The URL of the website of PPRA is (https://eproc.punjab.gov.pk/ActiveTenders.aspx) response time shall be calculated exclusively from the date of publication of the advertisement on the website of the PPRA.

| Lot No | Description | Procurement No. | Contract Tenure | Bid Submission Deadline (Date & Time) | Technical Bid Opening Date & Time | Estimated Cost (PKR) | Bid Security 5% (PKR) |
|---|---|---|---|---|---|---|---|
| 1 | Provisioning of WAN Connectivity Services (Fiber Link) for HQ PERA | DG(PERA)/P &C 14/2025-26 | One year (Extendable for other terms) | January 15, 2026, before 11:00 AM | January 15, 2026, at 11:30 AM | 1.7 Mn | 85,000/- |

**Important Information:**

- The companies/ firms registered on e-PADS are eligible for participation in the tendering Process.
- Bids submitted only through EPADS shall be accepted while submission by any other means shall be rejected.
- The e-Bids will be opened in the presence of the Bidders' representatives who may choose to be present at the address below on the date and time stated above.
- In the case of official holiday on the day of submission, the next day will be treated as closing date (time of closing and opening of application will remain the same).
- The procedure shall be governed in accordance with the Punjab Procurement Rules 2014 and regulations amended from time to time
- PERA shall not be responsible for any cost incurred in the bidding process and reserves the right to cancel the process at any stage as per Rule 35 of the Punjab Procurement Rules 2014.

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# 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, Amended till date of advertisement. In case of any conflict between the provision of this document and PPRA Act-2009/ PPRA Rules-2014, the latter 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 Bids for the Provisioning of WAN Connectivity Services (Fiber Link) for HQ PERA as specified in the Section-IV Bid Data Sheet (BDS) and Section VII- Schedule of Requirements. Successful Bidders will be expected to provide the services for the specified period and timeline(s) as stated in the BDS.

**2.1.2 Source of Funds**

i) The Procuring Agency named in the Bid Data Sheet has received a 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**

i) The Invitation to Bids is open to all Bidders / Service Providers Service Provider s i.e. association of firms/companies/sole proprietor/ JVs, registered with relevant Registration Authorities and Tax Departments/Authorities (Income Tax, Sales Tax & Punjab Sales Tax etc.) *[***as specified in Section-IV Bid Data Sheet (BDS)***]*, except as provided hereinafter.

ii) Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring Agency to provide consultancy services for the preparation of the design, specifications, and other documents to be used for the procurement of the services to be purchased under this Invitation to Bids.

iii) Government-owned enterprises may participate only if they are duly/legally authorized in this regard by the respective/relevant competent forum/authority.

iv) Bidders shall not be under a declaration of blacklisting by the Procuring Agency.

v) 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.

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

vii) Any agreement that form a joint venture, consortium or association shall be required to be submitted as part of the Bid and shall be attested.

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

ix) The invitation for Bids is open to all prospective bidder/Service Provider subject to any provisions or licensing/regulatory requirements issued by the respective national/ provincial professional statutory body established for that particular trade or business.

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

a) are associated or have been associated in the past, directly or indirectly with a firm or any of its affiliates which have been engaged by the Procuring Agency to provide consulting services for the preparation of the design, specifications and other documents to be used for the procurement of the services to be purchased under this Invitation for Bids.
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; or
f) submit more than one Bid in this Bidding process, However, this does not limit the participation of subcontractors in more than one Bid.

xi) 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 is suspended in accordance with the judgment of a court of law other than a judgment declaring bankruptcy and resulting, in accordance with the national laws, in the total or partial loss of the right to administer and dispose of its property;

(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.

xii) 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.

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

xiv) 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) Special Conditions of Contract (SCC)
(g) Schedule of Requirements
(h) Bid Form
(i) Bidder Profile Form
(j) General Information Form
(k) Affidavit

(l) Bid Security Form

(m) Technical Bid Form

(n) Contract Form

(o) Financial Bid Form / Price Schedule

(p) Performance Guarantee 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) The Procuring Agency is not responsible for the completeness of the Bidding Documents and their addenda, if they were not obtained directly from the Procuring Agency or from its website or website of PPRA. Re-confirming from the Procuring Agency that all pages/ contents have been properly and clearly received is the prime responsibility of the Bidder.

**2.2.2. Clarification of Bidding Documents**

i) A prospective Bidder requiring any clarification of the Bidding documents may notify the Procuring Agency in writing or by email at the Procuring Agency's address indicated in Invitation to Bid/ Tender Notice/ Advertisement. The Procuring Agency will respond in writing 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 Bids prescribed in the Bid Data Sheet. Written copies of the Procuring Agency's response (including an explanation of the query but without identifying) will be sent to all prospective Bidders that have received the Bidding documents.

ii) A prospective Bidder requiring any clarification of the Bidding Documents may notify the Procuring Agency in writing or in electronic form that provides record of the

content of communication at the Procuring Agency's address indicated in the **BDS.**

iii) The Procuring Agency will within three (3) working days after receiving the request for clarification, respond in writing or in electronic form 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.

iv) Copies of the Procuring Agency's response will be forwarded to all identified Prospective Bidders through an expeditious identified source of communication, e.g.: e-mail etc., including a description of the inquiry, but without identifying its source.

v) 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.**

vi) 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.

vii) 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 transmitted promptly to all prospective Bidders who have obtained the Bidding Documents. 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, preferably through electronic means also, not later than three (3) days, and on equal opportunity basis as per Rule-25(3) of PPR-14.

ii) All prospective Bidders that have received the Bidding documents will be notified of the amendment in writing or by email, and 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 communicated in writing or in any identified electronic form, e.g. email that secures record of the content of subject communication.

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 simple services/janitorial services/security services/repair and maintenance/any other services etc. etc. to be provided.

**2.3.3. Bid Prices**

i) The Bidder shall indicate on form 8.10 the unit prices (where applicable) and total Bid price of the person/guard *[to be decided by the procuring agency]* the services of which it proposes to provide under the contract.

ii) Prices indicated on the Price Schedule shall be item wise/ package wise *[to be decided by the Procuring Agency on form 8.10]* evaluated on the basis of Total Bid Price. Contract will be awarded to the lowest evaluated / least cost bidder.

iii) 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.

iv) Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account, unless otherwise specified in the Bid Data Sheet. A Bid submitted with an **adjustable price quotation** will be treated as non-responsive and may be rejected.

**2.3.4. Bid Currencies**

i) Prices shall be quoted in **Pak Rupees** unless otherwise specified in the Bid Data Sheet.

ii) The Bidders must adhere to the minimum wage rate (notified by Labour & Human Resource Department) and all applicable taxes (imposed by FBR/PRA/any other government organization) while preparing financial bid.

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

i) Pursuant to ITB Clause 2.1.3, the Bidder shall furnish, as part of its Bid, documents establishing the Bidder's eligibility to Bid and its qualifications to perform the contract if its Bid is accepted.

ii) The documentary evidence of the Bidder's eligibility to Bid shall establish to the Procuring Agency's satisfaction that the Bidder, at the time of submission of its Bid, is eligible as defined under ITB Clause 2.1.3.

iii) The documentary evidence, of the Bidder's qualifications to perform the contract if its Bid is accepted, shall establish to the Procuring Agency's satisfaction:

(a) that the Bidder has the financial, technical capability necessary to perform the contract;

(b) That the Bidder meets the qualification criteria listed in the Bid Data Sheet.

**2.3.6. Bid Security**

i) The Bidder shall furnish, as part of its Bid, a Bid security in the amount specified in the Bid Data Sheet.

ii) The Bid security is required to protect the Procuring Agency against the risk of Bidder's conduct which would warrant the security's forfeiture Pursuant to ITB Clause 2.3.6. (vii).

iii) The Bid security shall be in Pakistan Rupees and shall be in one of the following forms:

*(a)* Bank Guarantee, Bank call-deposit (CDR), Demand Draft (DD), Pay Order (PO) or Banker's cheque valid for Sixty (60) Days, beyond the validity of Bid.

iv) 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.

v) Unsuccessful Bidders' Bid security will be discharged or returned as promptly as possible but not later than Thirty (30) days after the expiration of the period of Bid validity prescribed by the Procuring Agency pursuant to ITB Clause 2.3.7 (iii) (a) or along with unopened financial proposal as per rule 38(2)(a)(vii) of PPR-14, which shall take precedence, and is as under:

*"**38(2)(a)(vii)** the financial proposal of the Bids found technically non-responsive shall be retained unopened and shall*

*be returned on the expiry of the grievance period or the decision of the complaint, if any, filed by the non-responsive Bidder, whichever is later:*

*provided that the Procuring Agency may return the sealed financial proposal earlier if the disqualified or non-responsive Bidder, contractor or consultant submits an affidavit, through an authorized representative, to the effect that he is satisfied with the proceedings of the Procuring Agency".*

vi) The successful Bidder's Bid security will be discharged upon the Bidder signing the contract, pursuant to ITB Clause 2.6.1, and furnishing the Performance Guarantee, pursuant to ITB Clause 2.6.2.

vii) The Bid security may be forfeited:

a. if a Bidder withdraws its Bid 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. is blacklisted under relevant provisions of PPRA Act, 2009 and PPR-14.

**2.3.7. Period of Validity of Bids**

i) Bids shall remain valid for the period specified in the Bid Data Sheet after the date of Bid opening prescribed by the Procuring Agency. A 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 Bidder shall prepare an original and the number of copies of the Bid indicated in the Bid Data Sheet, clearly marking each "ORIGINAL BID" and "COPY OF BID," as appropriate. In the event of any discrepancy between them, the original shall prevail. |
| | ii) | The original and the copy or copies of the Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the contract. All pages of the Bid, shall be initialed by the person or persons signing the Bid. |
| | iii) | Any interlineation, erasures, or overwriting shall be valid only if they are initialed by the person or persons signing the Bid. |
| | iv) | The original and the copy or copies of the Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified in the **BDS** and shall be attached to the Bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Bid, shall be initialed by the person or persons signing the Bid. |
| | v) | Any interlineations, erasures, or overwriting shall be valid only if they are signed by the person or persons signing the Bidder. |
| | vi) | 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 Labour & Human Resource Department) and all applicable taxes (imposed by FBR/PRA/any other government organization) while preparing financial bid. |

## 2.4. Submission of Bids

**2.4.1 Sealing and Marking of Bids**

i) As per Rule 24, the Bidder shall seal the original and each copy of the Bid in separate envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." The envelopes shall then be sealed in an outer envelope.

ii) The inner and outer envelopes shall:
   a. be addressed to the Procuring Agency at the address given in the Bid Data Sheet; and
   b. bear the title of procurement Activity indicated in the Bid Data Sheet, the Invitation to Bids (ITB) title and number indicated in the Bid Data Sheet, and a statement: "DO NOT OPEN BEFORE (time and date)," *[to be completed with the time and the date specified in the Bid Data Sheet, pursuant to ITB Clause 2.4.2.]*

iii) The inner envelopes shall also indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared "late".

iv) If the outer envelope is not sealed and marked as required by ITB Clause 2.4.1 (i), the Procuring Agency will assume no responsibility for the Bid's misplacement or premature opening.

v) In case of Single Stage One Envelope Procedure, the Bidder shall seal the original and each copy of the Bid in separate envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." The envelopes shall then be sealed in an outer envelope securely sealed in such a manner that opening and resealing cannot be achieved undetected.
**Note:** The envelopes shall be sealed and marked in accordance with the bidding procedure adopted as referred in Rule-38 of PPR-2014, which shall have precedence.

vi) The inner and outer envelopes shall:
   a) be addressed to the Procuring Agency at the address given in the **BDS**; and
   b) bear the title of the subject procurement or Project name, as the case may be as indicated in the **BDS**, the Invitation to Bids (ITB) title and number indicated in

the **BDS**, and a statement: "DO NOT OPEN BEFORE," to be completed with the time and the date specified in the **BDS**, pursuant to **ITB 2.4.2.**

vii) In case of Single Stage Two Envelope Procedure, The Bid shall comprise two envelopes submitted simultaneously, one called the Technical Proposal and the other Financial Proposal. Both envelopes to be enclosed together in an outer single envelope called the Bid. Each Bidder shall submit his bid as under:

a) Bidder shall submit his TECHNICAL PROPOSAL and FINANCIAL PROPOSAL in separate inner envelopes and enclosed in a single outer envelope.

b) ORIGINAL and each copy of the Bid shall be separately sealed and put in separate envelopes and marked as such.

(c) The envelopes containing the ORIGINAL and copies will be put in one sealed envelope and addressed / identified as given in BDS.

viii) The inner and outer envelopes shall:

a) be addressed to the Procuring Agency at the address provided in the BDS;

b) bear the name and identification number of the contract as defined in the BDS; and provide a warning not to open before the time and date for bid opening, as specified in the BDS, pursuant to ITB 2.4.2;

c) In addition to the identification required in Sub-Clause (b) hereof, the inner envelope shall indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared "late" pursuant to ITB.2.4.3.

ix) If all envelopes are not sealed and marked as required by **ITB 2.4.1** or incorrectly marked, the Procuring Agency will assume no responsibility for the misplacement or premature opening of Bid.

**2.4.2 Deadline for Submission of Bids**

i) Bids must be received by the Procuring Agency at the address specified under BDS no later than the time and date specified in the Bid Data Sheet.

ii) Bidder shall submit its bid online EPADS till the date and time specified in the Bid Data Sheet.

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.

iv) Bids shall be received by the Procuring Agency at the address specified under **BDS** no later than the date and time specified in the **BDS.**

**2.4.3. Late Bids**

i) Late Bids are not allowed.

ii) Any Bid received by the Procuring Agency after the deadline for submission of Bids prescribed by the Procuring Agency pursuant to ITB Clause 2.4.2 will be rejected and returned unopened to the Bidder.

iii) The Procuring Agency shall not consider for evaluation any Bid that arrives after the deadline for submission of Bids.

iv) Any Bid received by the Procuring Agency after the deadline for submission of Bids shall be declared late, recorded, rejected and returned unopened to the Bidder.

**2.4.4. Modification and Withdrawal of Bids**

i) The Bidder may modify or withdraw its Bid after the Bid's submission, provided that written notice of the modification, including substitution or withdrawal of the Bids, is received by the Procuring Agency prior to the deadline prescribed for submission of Bids.

ii) The Bidder's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of Clause (i) A withdrawal notice may also be sent by email, but followed by a signed confirmation copy, postmarked not later than the deadline for submission of Bids.

iii) No Bid may be withdrawn in the interval between the deadline for submission of 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 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) A Bidder may withdraw its Bid after it has been submitted, provided that written notice of the withdrawal of the Bid, is received by the Procuring Agency prior to the deadline for submission of Bids.

v) Revised bid may be submitted after the withdrawal of the original bid before the deadline for submission of Bids.

## 2.5. Opening and Evaluation of Bids

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

i) The Procuring Agency will open all Bids, in public online through EPADS, 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.

ii) First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding bid shall not be opened, but returned to the Bidder. No bid withdrawal shall be permitted unless the corresponding Withdrawal Notice contains a valid authorization to request the withdrawal and is read out at bid opening.

iii) Second, outer envelopes marked "SUBSTITUTION" shall be opened. The inner envelopes containing the Substitution Bid shall be exchanged for the corresponding Original Bid being substituted, which is to be returned to the Bidder unopened. No envelope shall be substituted unless the corresponding Substitution Notice contains a valid authorization to request the substitution and is read out and recorded at bid opening.

iv) Next, outer envelopes marked "MODIFICATION" shall be opened. No Technical Proposal and/or Financial

Proposal shall be modified unless the corresponding Modification Notice contains a valid authorization to request the modification and is read out and recorded at the opening of the Bids. Any Modification shall be read out along with the Original Bid except in case of Single Stage Two Envelope Procedure where only the Technical Proposal, both Original as well as Modification, are to be opened, read out, and recorded at the opening. Financial Proposal, both Original and Modification, will remain unopened till the prescribed financial bid opening date.

v) Other envelopes holding the Bids shall be opened one at a time, in case of Single Stage One Envelope Procedure, the Bidders names, the Bid prices, the total amount of each Bid and of any alternative Bid (if alternatives have been requested or permitted), any discounts, the presence or absence of Bid Security, Bid Securing Declaration and such other details as the Procuring Agency may consider appropriate, will be announced by the Procurement Evaluation Committee.

vi) In case of Single Stage Two Envelope Procedure, the Procuring Agency will open the Technical Proposals 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 and will be held in custody of the Procuring Agency until the specified time of their opening.

vii) The envelopes holding the Technical Proposals shall be opened one at a time, and the following read out and recorded: (a) the name of the Bidder; (b) whether there is a modification or substitution; (c) the presence of a Bid Security, if required; and (d) Any other details as the Procuring Agency may consider appropriate.

viii) Bids not opened and not read out at the Bid opening shall not be considered further for evaluation, irrespective of the circumstances. In particular, any discount offered by a Bidder which is not read out at Bid opening shall not be considered further.

ix) Bidders are advised to send in a representative with the knowledge of the content of the 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.

x) No Bid will be rejected at the time of Bid opening except for late Bids which will be returned unopened to the Bidder, pursuant to **2.4.3 (i).**

xi) The Procuring Agency shall prepare minutes of the Bid opening The record of the Bid opening shall include, as a minimum: the name of the Bidder and whether or not there is a withdrawal, substitution or modification, the Bid price if applicable.

xii) 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 distributed to all the Bidders.

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

*[if Procuring Agency opts for single stage one envelope procedure as per rule 38(1) of PPR-14, clause (vi) to (xiii) should be formulated accordingly by the procuring agency.]*

**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 in writing or in electronic forms that provide record of the content of communication. 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 simple *services/janitorial services/security services/repair and maintenance/any other services etc.* and related materials.
c) all securities requirements;
d) tax requirements;
e) Terms and conditions of bidding documents.
f) change in the ranking of the Bidder

iv) From the time of Bid opening to the time of Contract award if any Bidder wishes to contact the Procuring Agency on any matter related to the Bid it should do so in writing or in electronic forms that provide record of the content of communication.

**2.5.4. Preliminary Examination**

i) The Procuring Agency will examine the Bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the Bids are generally in order.

ii) Arithmetical errors will be rectified on the following basis:-

a. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the Service Provider does not accept the correction of the errors, its Bid may be rejected, and its Bid security may be forfeited.
b. If there is a discrepancy between words and figures, the amount in words will prevail.

iii) Prior to the detailed evaluation, the Procuring Agency will determine the substantial responsiveness of each Bid to the Bidding documents, pursuant to ITB Clause 2.5.5. For purposes of these Clauses, a substantially responsive Bid is one which conforms to all the terms and conditions of the Bidding documents without material deviations. Deviations from, or objections or reservations to critical provisions, **such as** those concerning **Bid Security** (ITB Clause 2.3.7), **Applicable Law** (GCC Clause 30), **Taxes and Duties** (GCC Clause 32) & mandatory Registrations/ Renewals will be deemed to be a material deviation. 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 signed;
   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** and the **SCC** 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 VII – 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 T.T selling rate, prevailing on the date of opening of (financial) bids specified in the bidding documents, as notified by the State Bank of Pakistan on that day. In case of holiday in State Bank of Pakistan on the day of opening financial bids, then previous working day's ex-change rates will prevail.

**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 in writing.

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. 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 can file its written complaint against the eligibility parameters or any other terms and conditions prescribed in the Bidding documents found contrary to provision of Rule 33, and the same shall be addressed by the GRC well before the proposal submission deadline.

iii) Any party can file its written complaint against the eligibility parameters or any other terms and conditions prescribed in the bidding documents found contrary to provision of Rule 34 and the same shall be addressed by the GRC well before the proposal submission deadline.

iv) Any Bidder feeling aggrieved by any act of the Procuring Agency after the submission of his Bid may lodge a written complaint concerning his grievances not later than ten days after the announcement of the Final evaluation reports. 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 website of PPRA for obtaining/ receiving grievance petitions from the prospective bidders (if any).

v) 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 envelop bidding procedure is adopted.

vi) 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.

## 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 notify the successful Bidder in

writing by registered letter or by email to be confirmed in writing by registered letter, that its Bid has been accepted.

ii) The notification of award will constitute the formation of the Contract.

iii) 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 discharge its Bid security, 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 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 Purchase Order**

i) 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]*.

ii) Under rule-63 of PPR-14, where the Procuring Agency requires formal signing of contract, **within fifteen (15) 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.

iii) 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 *simple services/janitorial services/security services/repair and maintenance/any other services etc.* 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 Provider s, 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 Consultants and those found involved in "Corrupt Practices" are not allowed to participate in bidding.

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

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

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

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

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

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

*As per rule 21 of PPR-14:*

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

*(a) acted in a manner detrimental to the public interest or good practices;*

*(b) consistently failed to perform his obligation under the Contract;*

*(c) not performed the Contract up to the mark; or*

*(d) indulged in any corrupt practice.*

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

*(a) shall forward the decision to the Authority for publication on the website of the Authority; and*

*(b) may request the Authority to debar the bidder or Contractor for procurement of all procuring agencies.*

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

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

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

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

*As per Schedule appended with PPR-14:*

***SCHEDULE***

*see sub-rule (6) of rule 21*

***BLACKLISTING MECHANISM OR PROCESS***

1. *The procuring agency may, on information received from any resource, issue show cause notice to a bidder or Contractor.*

2. *The show cause notice shall contain:*

   *(a) precise allegation, against the bidder or Contractor;*

   *(b) the maximum period for which the procuring agency proposes to debar the bidder or Contractor from participating in any public procurement of the procuring agency; and*

   *(c) the statement, if needed, about the intention of the procuring agency to make a request to the Authority for debarring the bidder or Contractor from participating in public procurements of all the procuring agencies.*

3. *The procuring agency shall give minimum of seven days to the bidder or Contractor for submission of written reply of the show cause notice.*

4. *In case, the bidder or Contractor fails to submit written reply within the requisite time, the procuring agency may issue notice for personal hearing to the bidder or Contractor/ authorize representative of the bidder or Contractor and the procuring agency shall decide the matter on the basis of available record and personal hearing, if availed.*

5. *In case the bidder or Contractor submits written reply of the show cause notice, the procuring agency may decide to file the matter or direct issuance of a notice to the bidder or Contractor for personal hearing.*

6. *The procuring agency shall give minimum of seven days to the bidder or Contractor for appearance before the specified officer of the procuring agency for personal hearing.*

7. *The procuring agency shall decide the matter on the basis of the available record and personal hearing of the bidder or Contractor, if availed.*

8. *The procuring agency shall decide the matter within fifteen days from the date of personal hearing unless the personal hearing is adjourned to a next date and in such an eventuality, the period of personal hearing shall be reckoned from the last date of personal hearing.*

9. *The procuring agency shall communicate to the bidder or Contractor the order of debarring the bidder or Contractor from participating in any public procurement with a statement that the bidder or Contractor may, within thirty days, prefer a representation against the order before the Managing Director of the Authority.*

10. *The procuring agency shall, as soon as possible, communicate the order of blacklisting to the Authority with the request to upload the information on its website.*

11. *If the procuring agency wants the Authority to debar the bidder or Contractor from participating in any public procurement of all procuring agencies, the procuring agency shall specify reasons for such dispensation.*

12. *The Authority shall immediately publish the information and decision of blacklisting on its website.*

13. *In case of request of a procuring agency under para 11 or representation of any aggrieved person under rule 21, the Managing Director shall issue a notice for personal hearing to the parties and*

*call for record of proceedings of blacklisting. The parties may file written statements and documents in support of their contentions.*

14. *In case of representation of any aggrieved person or procuring agency under rule 21, the Chairperson shall issue a notice for personal hearing to the parties and may call for the record of the proceedings. The parties may file written statements and documents in support of their contentions.*

15. *In every order of blacklisting under rule 21, the procuring agency shall record reasons of blacklisting and also reasons for short, long or medium period of blacklisting.*

16. *The Authority shall upload all the decisions under rule 21, available with it, on its website. But the name of a bidder or Contractor shall immediately be removed from the list of blacklisted persons on expiry of period of blacklisting or order of the competent authority to that effect, whichever is earlier.*

17. *An effort shall be made for electronic communication of all the notices and other documents pursuant to this mechanism or process."*

iii) Furthermore, Bidders must keep themselves aware of the provision stated in clause 5.4 and clause 24.1 of the General Conditions of Contract.

**2.6.9. Quantity and volume of the goods to be considered in mind [Framework Contract Modality]**

i) While quoting the rate in a framework contract, the Bidder must consider the following facts:

a. Certain volume and quantity of the goods as prescribed in Bid Data Sheet.
b. The Bidder have to maintain the rates of the goods for the whole financial year.
c. The Bidder should quote the rate as per Price Schedule/ Financial Bid form. In case of non-observance of prescribed format, Financial Bid may be rejected.

# Section-III. Technical Specification

**Basic/ General Requirements for WAN Connectivity Services (Fiber Link) for HQ PERA**

| Description | Bandwidth | DESCRIPTION | Live IP Pool | Service Level Agreement Should Includes |
|---|---|---|---|---|
| WAN Connectivity MRC must be clearly mentioned. Duration for one year (Extendable for other terms) | 80 Mbps (Unlimited data volume) | Availability at PERA Head Office, Lahore. 80 Mbps CIR internet bandwidth is required over Fiber Optic Cable for PERA Office, situated at Alfalah building, Lahore | Usable Ips /29 usable live public IP addresses. (Live and routable) | CIR (Committed Information Rate) Internet Bandwidth Over Fiber Optic Cable Minimum SLA level uptime should be 99.3 % |

**Scope of work**

PERA requires high-availability internet connectivity for its Head Office at "1st Floor Alfalah Building, Mall Road, Lahore" through a single service provider.

- The Service Provider must terminate internet connectivity and all related devices/equipment (modules, converters, etc.) directly in the IT Room of the PERA Office.
- The provider must deliver CIR (Committed Information Rate) bandwidth over a redundant IP backbone with self-healed redundant fiber and redundant last mile connectivity**.**
- The primary last mile must be provided via fiber, with a secondary last mile in a redundant form through an alternate physical fiber path to ensure high availability and path diversity.
- The service providers should have sufficient bandwidth available at its local POP from both sources, so that in case of outage of one source, traffic could be automatically switched to other source without any congestion. Last mile should be redundant but from different POPs on different fiber legs and self-healing connectivity.
- The routes of both links must be different to ensure path diversity.
- To keep the internet connectivity up to its maximum extent and running, Services Level Agreement (SLA) up time should be 99.30%.
- The committed bandwidth (CIR) shall be guaranteed 24×7.
- The Internet Service Provider shall conduct a thorough site survey for the installation of internet connectivity and shall submit a survey report along with the proposed fiber layout plan.

- The company will be responsible for deputing qualified personnel for installation, configuration and testing of the said project.
- The equipment/ hardware supplied by the supplier shall be brand new and complete with all respects. The devices/ equipment delivered by the vendor must be compatible with the existing network connectivity. Moreover, the technical staff of the vendor/ company shall be involved in installation and configuration of same equipment provided.
- The vendor 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 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.
- The bidder shall be responsible for acquiring the necessary rights-of-way for laying the fiber-optic cables, ensuring compliance with all applicable local regulations and obtaining any required permits or approvals.
- Any civil work required for the installation, including digging, will be the responsibility of the bidder. This includes obtaining necessary permissions, conducting the required groundwork, and ensuring proper installation of the fiber optic cables.
- All civil work e.g. installation, excavating, digging (soft & hard), curing, tunnelling, configuration and testing of the Fiber Optic Cable within the premises of PERA will be the responsibility of the vendor/ firm.
- The bidder will provide end-to-end splicing of the fiber optic cables, ensuring proper connections and performance. They will also be responsible for providing all necessary accessories, such as connectors, closures, and other related equipment.
- The bidder shall provide a Network Management System (NMS) that will enable monitoring, usage of bandwidth report, alerts, and MRT graphs for effective bandwidth management of the link within the network. The NMS should allow for proactive monitoring, fault detection, and performance optimization.
- 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 also be the liability of vendor.
- The vendor/ firm will also fix the cemented tags or path indicators at the route of Fiber Optic Cable installed within the premises of PERA in order to avoid any damage to the cable.
- The services provided by the vendor/ firm must support all kinds of error- free network traffic including Voice, Data and Video Streaming etc.
- Basic necessary training of the installed equipment/ devices will be given to Network Staff of PERA to troubleshoot minor faults, errors etc.

- The dedicated line/ service over Fiber Optic Cable so provided to PERA will not be utilized by any other party/ firm/ person etc. during the period of contract agreement between the First party and second party.
- CPEs installation/ OTC and related cabling till handoff will be service provider's responsibility.
- Connectivity should be Full-Duplex CIR (X-Upload & X-Download at same time, X = circuit capacity)
- Any submission which fails to meet the defined minimum requirements will be disqualified.
- The Service Providers shall ensure redundant fiber connectivity to the IT room of PERA.
- The service provider shall provide last mile connectivity to IT room through buried cable as per the Industry Standards) and take on the responsibility of acquiring the necessary right of way for laying the fiber optic cables, ensuring compliance with local regulations and obtaining any required permits or permissions.
- Service Provider must be asked to submit detailed end-to-end path diversity details and no single point of failure as part of their bid submission.
- Contractor shall provide mechanism for reroute the traffic in case of a single or multiple links failures.
- The primary and backup fiber routes must be physically diverse, preferably using separate ducts, conduits, or poles to avoid a single point of failure.
- The Service Provider shall define procedures for service continuity during natural disasters, fiber cuts, or force majeure events and shall make best efforts to restore services within agreed timelines.
- The bidder shall quote the price on a per Mbps basis in the financial bid. The quoted per Mbps rate shall be applicable for any future increase or decrease in bandwidth during the contract period, subject to mutual agreement and approval by PERA.

**Service Level Agreement (SLA) & Penalty Clause**

The Service Provider shall ensure a minimum service uptime of 99.30% on a monthly basis. Failure to meet the committed SLA shall result in service credits/penalties, to be calculated on a prorated monthly basis as defined by PERA. Repeated SLA violations may lead to termination of contract without any financial liability on PERA.

Data delivery rate (DDR) must be 99% or higher

- Latency< 30 ms
- Jitter < 20 ms
- Packet loss < 1%

- In case of complete break-down /dysconnectivity of internet services (All links go down) or if the bidder is unable to deliver the required service delivery, the deductions will be made on the following pattern.

| Sr. No. | Service Availability in each calendar month measured as a percentage. | Percentage of monthly recurring charges as reduction |
|---|---|---|
| 1 | Uptime 99.3 % or above | 0 % |
| 2 | Uptime 96 % to 98.99 % | 10 % |
| 3 | Uptime 90 % to 95.99 % | 20 % |
| 4 | Uptime 80 % to 89.99 % | 30 % |
| 5 | Uptime 60 % to 79.99 % | 50 % |
| 6 | Uptime below 59 % | 100 % |

**Incident Severity Levels, Response & Restoration (MTTR)**

For internet service downtime, liquidated damages and penalties shall also be governed by the following incident severity classification, response times, and restoration timelines.

**Severity Level I – Critical Service Affecting**

- Definition:
  Complete outage of the dedicated CIR internet connection at PERA Head Office, resulting in total loss of internet connectivity.
- Impact:
  All internet-based services and applications are unavailable.
- Response Time:
  ≤ 05 Minutes
- Maximum Restoration Time (MTTR):
  ≤ 3 Hours

Penalty:

- 5% of Monthly Recurring Charges (MRC) for every additional hour or part thereof, subject to a maximum cap of 25% of MRC per incident.

**Severity Level II – Major Service Affecting**

- Definition:
  Internet connectivity is available but significantly degraded, including:
  - Bandwidth falling below committed CIR
  - Latency, jitter, or packet loss exceeding SLA thresholds
  - Partial disruption impacting critical operations
- Impact:
  Internet services remain operational but severely affected.
- Response Time:
  ≤ 15 Minutes
- Maximum Restoration Time (MTTR):
  ≤ 05 Hours

Penalty:

- 2% of Monthly Recurring Charges (MRC) for every additional hour or part thereof,

subject to a maximum cap of 10% of MRC per incident.

**Severity Level III – Minor Service Affecting**

- Definition:
  Intermittent or minor faults not resulting in complete outage, including:
  - Temporary packet loss
  - Minor latency variations
  - Non-critical performance degradation
- Impact:
  Internet connectivity remains available with minimal disruption.
- Response Time:
  ≤ 30 Minutes
- Maximum Restoration Time (MTTR):
  ≤ 08 Hours

Penalty:

- 1% of Monthly Recurring Charges (MRC) for every additional hour or part thereof, subject to a maximum cap of 5% of MRC per incident.

**Note:**

- All SLAs, response times, and restoration times shall be applicable on a 24×7×365 basis, including weekends and public holidays.
- Failure to meet the defined response time or MTTR may result in additional penalties as determined by PERA.
- Repeated Severity Level I incidents or persistent SLA violations shall be treated as a material breach of contract and may result in termination without financial liability on PERA

# 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.

| A. Introduction | | |
|---|---|---|
| **BDS No.** | **ITB No.** | **Amendments of, and Supplements to, Clauses in the Instruction to Bidders** |
| **1.** | **2.1.1** | Name of Procuring Agency: **Directorate General, Punjab Enforcement and Regulatory Authority (PERA)**.<br><br>The subject of procurement is: "**Provisioning of WAN Connectivity Services (Fiber Link) for HQ PERA"**<br>Commencement of Services: The Contractor shall start to deliver the services within two (2) weeks from the date of issuance of Letter of Acceptance/Purchase Order.<br>Contract Period for Provisioning of WAN Connectivity Services (Fiber Link) for HQ PERA one year extendable for other terms.<br>Commencement Date: as per the effective date of contract. |
| **2.** | **2.1.2** | Financial year for the operations of the Procuring Agency: Financial Year (2025-26)<br>Name of Project / Grant (Development or Non-Development): ***PERA (Non-Development)***<br>Name of financing institution: PERA (Government of the Punjab).<br>Name and identification number of the Contract:<br>**DG(PERA)/P&C 14-1/2025-26** |
| **3.** | **2.1.3 (iv)** | **Maximum number of members in the joint venture, consortium or association shall be: Not Allowed** |
| **4.** | **2.1.4** | Ineligible country(s) is **Israel** |

| | | |
|---|---|---|
| **B. Bidding Documents** | | |
| **6.** | **2.2.2** | The address for clarification of Bidding Documents is: Head Procurement & Contracting may be requested by **January 08, 2025, before 3:00 PM** through EPADS and no response shall be given, if not requested, through EPADS. |
| **7.** | **2.2.2** | **No Pre-Bid Meeting.** |
| **8.** | **2.3.8 & 2.4.1** | **National Competitive through Single Stage Two Envelop Bidding Procedure** following **Least Cost Method** under rule 38-2-a of Punjab Procurement Rules 2014 through online on e-Pak Acquisition & Disposal System (EPADS). |
| **C.** | | **Bid Price, Currency, Language and Country of Origin** |
| **9** | **2.3.1** | Language of bid should be English. |
| **10** | **2.3.4** | The price quoted shall be in PKR including all applicable/ prevailing taxes, duties, delivery and delivery at PERA designated place at Lahore. |
| **11.** | **2.3.4 & 2.3.9** | Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract, the duration of this contract shall be one year during which the prices shall be fixed. |
| **D.** | | **Preparation and Submission of Bids** |
| **13.** | **2.1.3** | **<u>Mandatory Requirements/Knock Down Criteria</u>** |

| **Sr. No.** | **Eligibility Criteria Details** | **Response & Proof Required** | **Remarks** |
|---|---|---|---|
| 1 | Evidence of the bidding firm / company's registration / Incorporation Certificate with relevant authority | Copy of the registration of SECP or Registrar of Firm is required. | **Mandatory** |
| 2 | Must be an Active Taxpayer as per "Active Taxpayer List" of FBR for income tax (NTN) and General Sales Tax (GST) / Professional Tax certificate where applicable. | (Please attach proof to ascertain that the bidder is on an active taxpayer list of FBR and provide General Sales Tax (GST) / Provincial Sales Tax (PST) Certificates. | **Mandatory** |
| 3 | Affidavit on stamp paper as per the form 8.6 of the tender document, declaring that bidder is not blacklisted or | (Please attach copy of Affidavit (as per the form 8.6 of the tender document) on | **Mandatory** |

| | | | | | |
|---|---|---|---|---|---|
| | | | debarred by Punjab Enforcement Regulatory Authority or Punjab Procurement Regulatory Authority Punjab. | stamp paper of not less than Rs 100, declaring that the bidder is not blacklisted, and original affidavit must be delivered to DG, PERA office as per the mentioned address before the closing date and submission time of the bid.) | |
| | | 4 | Bidder must have relevant experience of at least ten (10) years i.e. Installation of network equipment (core & distribution). Deployment of fiber optics network covering more than 40000+ km. | Verifiable through relevant Purchase Orders / Contracts/Invoices of successfully completed projects. | **Mandatory** |
| | | The bidders are required to comply with all mandatory requirements. If the bidder fails to comply with any one of the mandatory requirements mentioned above, they should be disqualified and declared ineligible, and their technical evaluation shall not be carried out. | | | |
| **14.** | **2.1.1** | **Bid shall be submitted to:**<br>Complete bid containing the Technical (Eligibility & Technical Envelopes) and Financial (Commercial Envelope), with all required information, documentary evidence, and annexures must be submitted on EPADS on or before closing date and time of bid submission. | | | |
| **15.** | **2.4.2** | The deadline for Bid submission is **January 15, 2026, till 11:00 AM** | | | |
| **16.** | **2.5.1** | Technical proposals shall be publicly opened on the same day i.e., **January 15, 2026, at 11:30 AM** in the presence of bidder's representatives who wish to attend it at PERA, Procurement Department on 02-04 Arfa Karim Tower Ferozepur Road, Lahore, Pakistan. Opening of bids shall be conducted on EPADS. | | | |
| **17.** | **2.6.2** | **Amount of Performance Guarantee is:** Successful bidder will submit a performance guarantee in form of pay-order or bank guarantee or demand draft or Call Deposit Receipt (CDR) of 5% of contract value within fifteen (15) days of the receipt of notification of award/letter of Intent (LOI) from the Procuring Agency or as specified in the LOI which will be returned after completion of contract or as per the Purchase Orders issued time to time based on framework contract (if applicable). | | | |

| | | |
|---|---|---|
| **18.** | **2.3.6** | **Estimated Contract Price is:** PKR 1.7 million/-<br>**Amount of Bid security is:** Bid Security of 5.0% (i.e., Rs. 85,000/- (Eighty Five hundred rupees) in form of CDR / Bank Guarantee / Demand Drat / Pay Order / Bankers Cheque favoring Directorate General, Punjab Enforcement & Regulatory Authority (PERA) shall reach to PERA, **Procurement Department on 02-04 Arfa Karim Tower Ferozepur Road, Lahore, Pakistan, Lahore –** Pakistan before the opening of the bid (Please mention the title of the procurement on envelope). If the original bid security is not delivered before the opening of the bid, the bidder shall be disqualified for further proceedings. The Bid Security should be valid for a period of not less than 6 months, and a scanned copy must be attached in EPADS. Bid Security of disqualified bidders will be returned after awarding the contract to the successful bidder on request. |
| **19.** | **2.3.7** | **Bid validity period after opening of the Bid is:**<br>The bid shall remain valid for the period of 180 days from the date of the bid opening. |
| | **E.** | **Opening and Evaluation of Bids** |
| **20.** | **2.5.1** | The Bid opening shall take place at:<br>**Procurement Department, PERA on 02-04 Arfa Karim Tower Ferozepur Road, Lahore, Pakistan.** |
| **21.** | **2.3.4** | The currency that shall be used for Bid evaluation and comparison purposes is PKR. |
| | **F.** | **Bid Evaluation Criteria** |
| **22.** | **2.5.8** | The technical proposal of eligible organizations will be evaluated against the requirements specified in the evaluation criteria given below. Passing marks for the technical qualification are 70 Marks. The Financial bid of only technically qualified bidders shall be opened. |
| **23.** | **2.5.8** | Financial Evaluation Criteria: Contract shall be awarded based on **Least Cost Method**. The Financial Proposals of only eligible bidders with technically qualified will be opened publicly in the presence of bidders or their representatives who may choose to be present at the time and place announced prior to the opening. Please provide information regarding Financials Bid Form/Price Schedule 8.10. |

| Sr. No. | Descriptions | Marks | Remarks (Attachment of relevant evidence in each case is mandatory. In case of non-compliance, no mark will be awarded) |
|---|---|---|---|
| 1 | Financial Capabilities **(20 Marks)** Income Tax Return/Audit Reports of the last three years (2022-23, 2023-24 and 2024-25) to be provided as evidence to ascertain the financial capabilities | | |
| a | Average Annual Turnover of last three years | **15** | • If the average Turnover of last three fiscal years is equal or more than Rs. 200 million then 15 Marks will be given.<br>• If the average Turnover is equal to Rs 150 million but less than Rs. 200 million then 10 marks will be given.<br>• If the average Turnover is equal to Rs 100 million but less than Rs. 150 million then 05 marks will be given. |
| b | Bank Credit Limit/Bank Balance | **05** | • If Bank Credit Limit/Bank Balance is equal or greater than Rs. 25 million then 5 Marks will be given<br>• If Bank Credit Limit/Bank Balance is below Rs. 25 million but more than Rs 15 million then 2.5 marks will be given<br>• No Mark will be given if Bank Credit Limit/Bank Balance is under Rs 15 million |
| 2 | **Experience of the Firm (40 Marks)** please provide POs/Contract. | | |
| a | Installation of network equipment (core & distribution) | **20** | • If the applicant has successfully completed equal to 02 but less than 06 projects of installation of network equipment (core & distribution), then 10 marks will be given.<br>• If the applicant has successfully completed equal to 06 but less than 10 projects of installation of network equipment (core & distribution), then 15 marks will be given.<br>• If the applicant has successfully completed 10 or above projects of installation of network equipment (core & distribution), then 20 marks will be given |
| b | Development of fiber optics network | **20** | • If the applicant has development of fiber optics network covering more than 40000 but less than 50000 km then 10 marks will be given. |

| | | | |
|---|---|---|---|
| | | | • If the applicant has development of fiber optics network covering equal to or more than 50000+ km then 20 marks will be given. |
| 4 | Managerial Capabilities **(40 Marks)** attach the required proof. | | |
| | Certified Engineers in Relevant Areas | 20 | • If applicant has equal to or more than 3 networking certified engineers but less than 5 network certified engineers, then 10 marks will be given<br>• If applicant has more than or equal to 5 networking certified engineers, then 20 Marks will be given<br>**Degrees and certificates are provided as proof.** |
| | Support Services | 20 | • Support metrics with the dedicated support staff of more than 5 members for complain management<br>• If applicant has support services with dedicated support staff equal to or more than 5 but less than 10 staff members for complaint management, then 10 marks will be given<br>• If applicant has support services with dedicated support staff equal to or more than 10 then 20 Marks will be given<br>**Detail of Support Services and staff to be provided on letter head.** |

## G. Award of Contract

| | | |
|---|---|---|
| **24.** | **2.6.5** | Percentage for quantity increase or decrease is: 15% |
| **25.** | **2.6.2** | Amount of Performance Guarantee is: Successful bidder will submit a performance guarantee in the form of pay-order or bank guarantee or demand draft or Call Deposit Receipt (CDR) of 5% of contract value within fifteen (15) days of the receipt of notification of award/letter of Intent (LOI) from the Procuring Agency which will be returned after thirty (30) days of completion of contract. Performance guarantee validity should be twelve (12) Months. |

# 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 those services *{detail to be provided by the Procuring Agency as per its requirements}* 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**

*[where applicable]*

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.

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 be extended 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 Guarantee**

6.1. Within fifteen (15) days of receipt of the notification of Contract award, 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 thirty (30) 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 Services**

7.1. The Service Provider shall be required to provide any or all of the following services, including additional services, if any, specified in SCC.

**8. Payment**

81. 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 *[to be decided by the Procuring Agency]*

**9. Prices**

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}.

**10. Change Orders**

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.

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.

**11. Contract Amendments**

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.

**12. Assignment**

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.

**13. Sub-contracts**

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.

13.2. Subcontracts must comply with the provisions of GCC Clause 12.

**14. Delays in the Service Provider 's Performance**

14.1. Performance of Services shall be made by the Service Provider 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".

17.3. 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 termination notice 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.

**21. Governing Language**

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.

**22. Applicable Law**

22.1. The Contract shall be interpreted in accordance with the laws of Punjab (Pakistan) unless otherwise specified in SCC.

**23. Notices**

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.

23.2. A notice shall be effective when delivered or on the notice's effective date, whichever is later.

**24. Taxes and Duties**

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.

**25. Change in minimum wage rate**

25.1. If during the continuation of the service contract, the 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.

| | |
|---|---|
| **26. Extension in Contract period** | 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 a period of one (1) year 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: Directorate General, **Punjab Enforcement & Regulatory Authority (PERA)**

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

GCC 1.1 (i)—The Service Provider is: **Awardee**

**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: 5% of contract value.

Performance Guarantee must have a minimum validity period of twelve (12) Months. Performance security shall not be acceptable with any validity less than the prescribed time period.

The Contractor shall cause the validity period of the performance security to be extended for such period(s) as the contract performance may be extended.

**3. Inspections and Tests (GCC Clause 07)**

GCC 7.1—The Testing can be done at any place of desire of the PERA of any items (if required by PERA) at Service Provider cost.

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 Service Provided:

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

i. Running bill modality.

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

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

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

**GCC 15.1**—Applicable rate:

**Maximum deduction :**

**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:

**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:

—Service Provider's address for notice purpose:

# Section-VII. Schedule of Requirements

- As per Terms of Reference (TORs)

# Section-VIII: Forms

## 8.1. Bid Form

*[To be signed & stamped by the Service Provider and reproduced on the letter head. To be attached with the Financial Bid, in case of Single Stage Two Envelope Procedure]*

Date: _____

**To: The Director General,**
**PERA**

Gentlemen and/or Ladies:

Having examined the Bidding documents including Addenda Nos. *[insert numbers]*, 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 _____ 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 *[number]* 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 *(if required)*, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

***[In case of single stage one envelope bidding procedure]***

The Composition of our Bid is**:**

a) Complete bidding document (without filling) signed and stamped by the bidder

b) all the forms relevant to the technical and financial bids (clearly indicated on each form)

c) All the required documents establishing eligibility of bidders/goods shall be made part of the bid.

d) Any other document required by the procuring agency not inconsistent with PPR-14.

***[In case of single stage two envelope bidding procedure],***

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 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) Copy of bid security form along with copy of financial instruments *[to be decided by the procuring agency i.e. Bank Guarantee / Bank call-deposit (CDR) / Demand Draft (DD) / Pay Order (PO) or Banker's cheque]* valid for …… ( ) Days, beyond the validity of Bid in the manner as prescribed on the bid security form **8.10**.

d) Any other document required by the procuring agency not inconsistent with PPR-14.

**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) Original Bid security form (as per **form 8.10**) along with Original financial instrument *[to be decided by the procuring agency i.e. Bank Guarantee / Bank call-deposit (CDR) / Demand Draft (DD) / Pay Order (PO) or Banker's cheque]* valid for …… ( ) 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_____.

_____ _____

*[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: *[insert date (as day, month and year) of Bid submission*]
RFB No.: *[insert number of RFB process]*
Alternative No.: *[insert identification No if this is a Bid for an alternative]*

Page _____ of_ _____ pages

| |
|---|
| 1. Bidder's Name: *[insert Bidder's legal name]* |
| 2. Bidder's JV Member's name: *[insert JV's Member legal name]* |
| 3. Bidder's JV Member's country of registration: *[insert JV's Member country of registration]* |
| 4. Bidder's JV Member's year of registration: *[insert JV's Member year of registration]* |
| 5. Bidder's JV Member's legal address in country of registration: *[insert JV's Member legal address in country of registration]* |
| 6. Bidder's JV Member's authorized representative information<br>Name: *[insert name of JV's Member authorized representative]*<br>Address: *[insert address of JV's Member authorized representative]*<br>Telephone/Fax numbers: *[insert telephone/fax numbers of JV's Member authorized representative]*<br>Email Address: *[insert email address of JV's Member authorized representative]* |
| 7. Attached are copies of original documents of *[check the box(es) of the attached original documents]*<br>☐ 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>☐ 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.<br>8. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. |

## 8.3. Manufacturer's Authorization Form

[To be signed and stamped by the Bidder and to be attached with Technical Bid]

To: *[name of the Procuring Agency]*

WHEREAS *[name of the Manufacturer]*, who are established and reputable manufacturers of *[name and/or description of the goods]* having factories at *[address of factory]* do hereby authorize *[name and address of Agent]* to submit a Bid, and subsequently negotiate and sign the Contract with you against for the above goods manufactured by us.

We hereby extend our full guarantee and warranty as per Clause 15 of the General Conditions of Contract for the goods offered for supply by the above firm against this Invitation to Bids.

_____

*[Signature for and on behalf of Manufacturer]*

***Note:*** *This letter of authority should be on the letterhead of the Manufacturer and should be signed by a person competent and having the power of attorney to bind the Manufacturer. It should be included by the Bidder in its Bid.*

## 8.4. Bidder Profile Form

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

| Organization Information | | | |
|---|---|---|---|
| **Sr. #** | **Required Information** | **Response** | |
| **1** | The legal name of the organization | | |
| **2** | Year of Registration / Establishment of the Organization | | |
| **3** | National Tax Number | | |
| | General / Punjab Sales Tax Number | | |
| **5** | What is the legal status of your organization? Tick the relevant box (one box only). (Attach Copy/Copies of Registration Certificate/s) | Public Sector Organization | |
| | | Section 42 Company | |
| | | Public Ltd. Company | |
| | | Private Ltd. Company | |
| | | Private Partnership Firm | |
| | | Sole Proprietor | |
| | | Others (Please specify) | |
| **6** | Name and designation of 'Head of Organization' | | |
| **7** | Mobile: | | |
| | Phone/s: | | |
| | Email: | | |
| | Fax: | | |
| | Address of organization: | | |
| | Website address: | | |
| **8** | Name and designation of 'Contact Person': | | |
| | Phone/s: | | |
| | Mobile: | | |
| | Email: | | |
| | Fax: | | |

**a) Details of Experience (Last Ten Years)**

| Relevant Experience | | |
|---|---|---|
| **Sr. #** | **Required Information** | **Response**<br><br>**(Please provide exact information with the organization name, location/s, and duration)**<br><br>Provide data in the sequence given below |
| 1 | Name of Organizations with addresses | i. |
| | | ii. |
| | | iii. |
| | | iv. |
| 2 | Start and end dates of providing Goods/Services (For example – Jan 2010 to September 2024) | i. |
| | | ii. |
| | | iii. |
| | | iv. |
| 3 | Goods/Services provided to Number ofcompanies/firms | i. |
| | | ii. |
| | | iii. |
| | | iv. |

## 8.5. General Information Form

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

| | Particulars | | | |
|---|---|---|---|---|
| **Company Name** | | | | |
| **Abbreviated Name** | | | | |
| | | | | |
| **National Tax No.** | | | **Sales Tax Registration No** | |
| | | | | |
| **PRA Tax No.** | | | | |
| **No. of Employees** | | | **Company's Date of Formation** | |
| | | | | |
| | | | | |

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

| | | | |
|---|---|---|---|
| **Registered Office Address** | | State/Province | |
| **City/Town** | | Postal Code | |
| **Phone** | | Fax | |
| **Email Address** | | Website Address | |

## 8.6. Affidavit

*[To be printed on not less than 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 is not currently blacklisted by the Procuring Agency.
(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) Affidavit for correctness of information.

*[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: _____

## 8.7. Performance Guarantee Form

*(Applicable in case of Bank Guarantee only)*

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

**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_____

## 8.8. Technical Bid Form

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

*(ii) Item names and quantities must be reproduced from Section – III (Technical Specifications). If any deviations are needed, it must be mentioned/quoted, separately in the Technical Proposal.]*

| Sr. No. | Description | Quantity | Offered Compliance to Section – III & Section – VII Specifications/Dimensions |
|---|---|---|---|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

**Stamp & Signature of Bidder** _____

# 8.9. Contract Form (Tentative)

**DATED [Add Date] 2026**

**AGREEMENT FOR THE PROVISIONING OF WAN CONNECTIVITY SERVICES (FIBER LINK) FOR PERA HQ**

**BETWEEN**

**PUNJAB ENFORCEMENT AND REGULATORY AUTHORITY (PERA)**

**AND**

**[**Service Provider**]**

This **Agreement for the Provisioning of WAN Connectivity Services (Fiber Link) for PERA HQ ("Agreement")** is made at Lahore, Pakistan this [ ] day of January, 2026 (**"Effective Date"**):

**By and Between**

**PUNJAB ENFORCEMENT & REGULATORY AUTHORITY (PERA)**, an authority established through the enactment of the Punjab Enforcement & Regulation Act, 2024 by the Government of Punjab (GoPb) with an aim to streamline the regulatory measures across the Punjab for better and more effective enforcement of special laws., having its office at 02-04 Arfa Karim Technology Park, Ferozepur Road, Lahore, Pakistan (hereinafter referred to as "**PERA**" which expression shall, wherever the context so requires or permits, include its successors and assigns);

**And**

**[**Service Provider**],** a Service Provider for Warehousing and Logistics Services, having its office/address at [ADDRESS] (hereinafter referred to as the **"**Service Provider**"** which expression shall, wherever the context so requires or permits, include his successors and assigns).

('**PERA**' and 'Service Provider' shall individually be referred to as a "**Party**" and collectively as "**Parties**")

**RECITALS**

**A.** **Whereas**, **PERA** an authority established through the enactment of the Punjab Enforcement & Regulation Act, 2024 by the Government of Punjab (GoPb) with an aim to streamline the regulatory measures across the Punjab for better and more effective enforcement of special laws. In this regard PERA desires to engage the Service Provider in order to Provisioning of Warehousing and Logistics Services for PERA ("**Services**") as envisaged herein this Agreement and specified under Annexure-A;

**B.** **And Whereas**, the Service is desirous of providing the aforesaid "**Services**" and related services and submitted its proposal/bid on [add] and the proposal/bid has been deemed successful for awarding of this Agreement;

**C.** **And Whereas**, the Service has agreed to offer and PERA has agreed to procure the envisaged Services on the terms and conditions set out herein below;

**D.** **And Whereas**, the Recitals and appendices attached hereto shall be read and construed as an integral part of this Agreement.

**Now Therefore**, in consideration of the promises and mutual covenants contained herein and other good and valuable consideration, the adequacy of which is hereby acknowledged, the Parties agree as follows:

## 1. Definitions

**1.1.** In this Agreement, unless the context otherwise requires, the following terms shall have the following meanings:

"**Applicable Law**" means any common or customary law, constitutional law, any statute, regulation, resolution, rule, ordinance, enactment, judgment, order, code, decree, directive, notification, clarification, guideline, policy, requirement or any other governmental direction having the force of law and any form or decision of or determination by or interpretation of any of the foregoing by any competent authority or governmental body or department, now or hereafter in effect, in each case as amended, re-enacted or replaced to the extent applicable to any of the Parties;

"**Contract**" means the agreement entered into between PERA 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.

"**Contract Price**" means the price payable to the Service Provider under the Contract for the full and proper performance of its contractual obligations.

"**Confidential Information**" has the meaning given to the term found in Clause 14 below.

"**Party**" or "**Parties**" shall have the meaning set forth in this Agreement;

**"Services"** shall mean the services to be provided by the Service Provider to PERA as more specifically described in Annexure A hereto;

**"Tax"** or **"Taxes"** shall mean any tax, charges, excise, fees, impost, tariff, duty, levy, and all other assessments, which may now or hereafter be enacted, levied or imposed, directly or indirectly, by the relevant authority.

**"Terms"** shall mean these General Terms and Conditions including all Annexures **attached** hereto. **"UAC"** shall mean the User Acceptance Certificate issued by PERA to the Service Provider after the UAT has been conducted.

"**UAT"** shall mean User Acceptance Testing.

**1.2. Interpretation**

Headings in these Terms are inserted only for convenience and shall not affect its construction and interpretation; the singular includes the plural, the masculine includes the feminine, and vice-versa where the context requires; a reference to any Clause or Annexure shall be construed as a reference to a clause or annexure to these Terms; Annexures to these Terms shall be an integral and operative part of this Agreement and any breach thereof or any misrepresentation contained therein shall entitle the Parties to the same remedies as are available in respect of other terms of the Agreement.

## 2. Scope of Work

2.1. Service Provider agrees to provide the Services in accordance with the specifications detailed under **Annexure A** (Scope of Work and Terms of Reference TORs**)** subject to negotiations in accordance with the Punjab Procurement Rules 2014 ("**PPRA 2014**").

2.2. Service Provider further agrees to provide all related services which may be required by PERA at any time during the term of this Agreement.

## 3. Term & Payment

**3.1.** This Agreement shall come into force on [**.**], 2025 and shall remain valid till [add date].

**3.2.** Time is of the essence in this Agreement and, whenever a date or time is set forth in this Agreement, the same has entered into and formed a part of the consideration for this Agreement. In case of any sort of delay in the performance by the Service Provider, PERA shall be entitled to deduct [•] of the total contract price per day till such delay continues as per the deliverables.

**3.3.** In consideration of the satisfactory provision of Services and related services, PERA shall pay an amount (inclusive of all applicable taxes & out of pocket expenses) of PKR [•] as per the payment terms (**Annexure – B**).

**3.4.** Subject to the terms and conditions of this Agreement, PERA shall pay the complete and valid invoice within thirty (30) days after the receipt of the invoice and the submission of the UAC.

**3.5.** All the payments shall be made in PKR as per actual utilization, after applying all the applicable taxes.

## 4. Bid Security

**4.1.** The Service Provider shall furnish a bid security of Rs. 660,000/- (Six Hundred Sixty Thousand Rupees) to PERA in the form specified in clause 4.3.

**4.2.** The proceeds of the bid security shall be payable to PERA as compensation for any loss resulting from the Service Provider's failure to proceed with the contract and complete its obligations.

**4.3.** The bid security shall be in the form of a pay-order or demand draft favouring PERA.

**4.4.** The Service Provider shall ensure that the bid security holds a minimum validity period of six (6) months, and it must be enclosed with the financial bid.

## 5. Obligations

**5.1.** In providing the Goods and related Services to PERA, the Service Provider shall, at all times, observe and comply with all the guidelines and policies of PERA communicated to the Service Provider from time to time.

**5.2.** Unless agreed otherwise in writing between the Parties, the Service Provider shall ensure the delivery of the Goods / Services , any related goods, items or services within 30days from the execution of the contract and the date of issuance of the purchase order ("Purchase Order").

**5.3.** Service Provider acknowledges that the Goods shall be subject to UAT by PERA, and shall ensure that the rectification of any issues regarding the Goods are made/done within 24 hours of receipt of request, whether written or oral, by PERA.

**5.4.** Service Provider shall ensure all the Goods and ancillary items supplied pursuant to this Agreement are genuine and compatible with the existing infrastructure of PERA.

**5.5.** Service Provider shall ensure that the Services provided pursuant to the Agreement are up to the standards as communicated by PERA and PERA has the right to request changes to the deliverables and Services provided by the Service Provider to ensure that the Services are as per the requirement and expectation of PERA.

**5.6.** Service Provider shall ensure that the Services provided are of the best quality and are in accordance with the specifications communicated by PERA to the Service Provider and as laid down in Annexure A.

**5.7.** Service Provider shall retain and maintain all records related to the Agreement during the life of the Agreement and five (05) years after the expiry of this Agreement.

**5.8.** Service Provider shall carry out all activities under this Agreement with the highest standards of quality, professional and ethical competency and integrity.

**5.9.** Service Provider shall further ensure that it has obtained all permissions to use, install, repair, maintain etc. the Goods from the original manufacturer, if required.

## 6. Warranties and Representations

### 6.1 Service Provider 's warranties and representations

**6.1.1** Service Provider warrants and represents that he has the legal right and capacity to enter into this Agreement and the execution and delivery of this Agreement has been duly and validly authorized and no proceedings on part of any person are necessary to authorize this Agreement or to consummate the transactions contemplated hereby.

**6.1.2** Service Provider is legally entitled, validly existing and carrying on his business under the laws of Pakistan and complies with the eligibility criteria set out in the expression of interest and the request for proposal document.

**6.1.3** Service Provider warrants and represents that he shall comply with any alteration or replacement requests made by PERA to ensure that the Services and are up to the standards and expectations of PERA, at no additional cost to PERA.

**6.1.4** Service Provider warrants and represents that the Services provided in connection to this Agreement are free from defects and up to or exceeding industry standards, the quality and fitness for which shall be determined by PERA.

**6.1.5** Service Provider warrants and represents that he has the requisite experience of providing the Services required in connection with this Agreement.

**6.1.6** Service Provider warrants and represents that he shall be legally responsible for all acts of his employees, sub-contractors, independent contractors etc. (if any) providing the Services. Provided, that the Service Provider has taken written permission from PERA to delegate/assign any employee/contractor the obligations of this Agreement.

**6.1.7** The execution and performance of this Agreement does not constitute a violation of any applicable laws of Pakistan and/or any agreement/understandings to which any or each of the said Parties are bound by.

**6.1.8** Service Provider warrants that he possesses all requisite licenses, qualifications, certifications, registrations, regulatory approvals etc. for entering into, and performing his obligations under this Agreement.

**6.1.9** Service Provider warrants and represents that there are no proceedings pending, or threatened, (i) for its dissolution or bankruptcy or (ii) that could adversely affect the performance of his respective obligations under this Agreement or the transaction contemplated hereby.

**6.1.10** Service Provider warrants that he shall perform his obligations with all due diligence and efficiency and to the satisfaction of PERA and shall exercise such skill and care in performance of the same in accordance with the best professional techniques, standards and practices in the training industry in engagements of similar scope, complexity and duration.

**6.1.11** This Agreement and all documents to be executed by the Service Provider and to be delivered to PERA are/shall be duly authorized, registered, executed and delivered, and are/shall be legal, valid, and binding obligations of the Service Provider.

### 6.2 PERA's warranties and representations

**6.2.1** This Agreement and all documents executed or to be executed by PERA and to be delivered to Service Provider in connection herewith are/shall be duly authorized, executed and delivered, are legal, valid and binding obligations of PERA enforceable in accordance with their respective terms, and do not violate the provisions of any agreement, judicial order, governmental ruling or applicable state or federal law or regulation to which PERA is a party or to which PERA is subject.

## 7. Indemnities and Liabilities of the Service Provider

**7.1.** Service Provider shall be fully liable for the obligations arising out of or in connection with this Agreement.

**7.2.** Service Provider shall defend, indemnify and hold safe and harmless PERA and its respective owners, employees, representatives and affiliates from and against any and all claims, demands, complaints or actions, including those by third parties (including employees of the Service Provider , its subcontractors and government agencies), arising from or relating to this Agreement (including personal injury, death, property damage or damage to the environment) to the extent arising out of or in connection with any breach of this Agreement or violation of law by Service Provider or any contractor thereof, and including claims of or actual joint or concurrent negligence, but not including any sole or gross negligence, or willful misconduct of PERA. The claims, demands, complaints and actions covered hereunder include but are not limited to all settlements, losses, liabilities, judgments, court costs, reasonable attorneys' fees,

fines, penalties and other litigation costs and expenses arising from or related to such claims, demands, complaints or actions.

## 8. Indemnities and Liabilities of PERA

**8.1.** Except for a breach of this Agreement, in no event shall PERA be liable to the Service Provider for any loss of profits, loss of business, interruption of business, or for indirect, special, incidental or consequential damages of any kind, even if such Service Provider or PERA received advance notice of the possibility of such damages.

**8.2.** The Service Provider shall have no claim against PERA for any liability whatsoever unless expressly provided in this Agreement. In this regard, PERA's liability shall be excluded to the fullest extent permitted under law and to the extent it cannot be excluded under law; the maximum overall liability of PERA shall not exceed value of the contract for any and all claims and losses.

## 9. Events of Default and Termination

**9.1.** The following events shall each constitute an "Event of Default" by Service Provider and PERA upon such Event of Default shall be entitled to forthwith terminate this Agreement without any notice:

**9.1.1.** If the Service Provider fails to timely complete the Services or fails to provide the Services within the stipulated / intimated timeframes.

**9.1.2.** If the Service Provider violates or breaches, or materially fails to fully and completely observe, keep, satisfy, perform and comply with, any agreement, term, covenant, condition, requirement, restriction or provision of this Agreement and does not cure such violation, breach or failure within thirty (30) days after PERA gives the Service Provider written notice of such violation, breach or failure, or, if such violation, breach or failure can be cured but not within thirty (30) days with the use of diligent efforts, if the Service Provider does not commence to cure such violation, breach or failure within such thirty (30) days period.

**9.1.3.** If the Services provided do not conform to any requirements of PERA and subject to the same being informed to Service Provider in writing the same is not replaced and/or rectified within [•] of such intimation and/or notification.

**9.2.** PERA reserves the right to terminate the Agreement, in whole or in part, at any point in time without assigning any reasons whatsoever with a one-month notice or payable deposit/payment.

## 10. Inspection

**10.1.** PERA's technical department shall inspect and check the Goods supplied by the Service Provider at the time of delivery.

**10.2.** Subject to the terms and conditions of this Agreement, the Service Provider shall use all reasonable efforts to correct all failures pertaining to the supply of the Goods and replace them as required. In case the Goods are not in accordance with the provisions of this Agreement, PERA shall have the discretion to order replacement and/or terminate the Agreement in which case the Service Provider shall be obligated to return any and all amounts extended to them.

## 11. Entire Agreement

**11.1.** This Agreement, together with the following documents constitutes the entire agreement and understanding of the Parties with respect to its object and supersedes and cancels any prior representation, commitment, undertaking or agreement between the Parties, whether oral or written, with respect to or in connection with any of the matters or things to which such Agreement applies or refers.

**11.2.** the Bid Form and the Price Schedule submitted by the Bidder;

**11.3.** the Procuring Agency's Notification of Award.

**11.4.** Complete Bidding document

## 12. Record

**12.1.** Service Provider shall retain all the record and working papers including monthly/quarterly reports, contracts, policies/ procedures invoices, receipts and other documentary evidence in connection with the execution of this Agreement for a period of five years after the termination of this Agreement.

## 13. Assignment and Sub-contracting

**13.1.** Service Provider shall not assign, transfer or in any other way alienate any of its rights or obligations under this Agreement whether in whole or in part without the prior written consent of PERA.

**13.2.** Service Provider shall not sub-contract the provisioning of the Services or any related services without the express written permission of PERA.

## 14. Confidentiality

**14.1.** Except as otherwise permitted by this Agreement, neither of the Parties to this Agreement may disclose to third parties the contents of this Agreement or any

information (other than tax advice) provided by or on behalf of the other that ought reasonably to be treated as confidential and/or proprietary.

**14.1.1.** Either Party may, however, disclose such information to the extent that it:

**14.1.2.** Is or becomes public other than through a breach of this Agreement;

**14.1.3.** Is subsequently received by the recipient from a third party who, to the recipient's knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information;

**14.1.4.** Was known to the recipient at the time of disclosure or is thereafter created independently;

**14.1.5.** Is disclosed as necessary to enforce the recipient's rights under this Agreement; or

**14.1.6.** Must be disclosed under applicable law, legal process or professional regulations.

**14.2.** Either Party may use electronic media to correspond or transmit information and such use will not in itself constitute a breach of any confidentiality obligations under this Agreement.

## 15. Blacklisting

**15.1.** After signing the Agreement, if Service Provider is unable to fulfil its obligations and/or abandons the project without any cogent reason and/or commits fraud or corruption, harassment or discrimination, the Service Provider may be blacklisted by PERA and may be prohibited from participating in any PERA funded schemes in the future.

## 16. Force Majeure

**16.1.** Any event or circumstances beyond the reasonable control of a Party and unavoidable by the affected Party by exercise of due care shall be deemed as an 'event of Force Majeure'. This shall include, but not be limited to, earthquakes, tsunami, fire, explosion, terrorism, storm, flood, lightening, war and hostilities.

**16.2.** If either Party is affected by Force Majeure, it shall forthwith notify the other party of the nature and extent thereof.

**16.3.** Neither Party shall be deemed to be in breach of this Agreement, or otherwise be liable to the other, by reason of any delay in performance, or non-performance, of any of its obligations under this Agreement to the extent that such delay or non-performance is due to any Force Majeure of which it has

notified the other Party, and the time for performance of that obligation shall be extended accordingly.

## 17. Notices

**17.1.** A notice or other communication under or in connection with this Agreement shall be:

(a) in writing;

(b) in the English language; and

(c) delivered personally, sent by courier or transmitted by email to the Party to which it is intended to be delivered.

**17.2.** Addresses:

| **PERA** | **Service Provider** |
|---|---|
| | - |

## 18. Severability

**18.1.** In the event that any provision of this Agreement shall be found to be void or unenforceable, such findings shall not be construed to render any other provision of this Agreement either void or unenforceable, and all other provisions shall remain in full force and effect unless the provision(s) that is/are invalid or unenforceable shall substantially affect the rights or obligations granted to or undertaken by either Party.

## 19. Variations

**19.1.** No variation of this Agreement shall be effective unless in writing and signed by or on behalf of all the Parties.

## 20. Counterparts

**20.1.** This Agreement may be entered into in any number of counterparts and by the Parties to it on separate counterparts and each of the executed counterparts, when duly exchanged or delivered, shall be deemed to be an original, but taken together, they shall constitute one and the same instrument.

## 21. Amendments

**21.1.** Any amendment to this Agreement shall only be binding if executed in writing by the Parties through their duly authorized representatives.

## 22. Arbitration and Governing law

**22.1.** This Agreement shall be governed by, construed and enforced in accordance with the laws of the Pakistan and the Parties consent and submit to the jurisdiction and service of process to the courts in Lahore.

**22.2.** The Parties agree that in case of any dispute regarding the quality and quantity of the Services and/or any related services the decision of PERA shall be binding and final.

**22.3.** The Parties agree that in all other disputes, differences and questions in respect of any matter under this Agreement, whether during the term of this Agreement, or any renewals thereof, or after the expiry of this Agreement, arising between them may be referred to arbitration as stipulated in the Arbitration Act 1940 as amended from time to time.

## 23. Harassment

**23.1.** The Service Provider is expected to treat all persons with whom it interacts or whom it engages for the purpose of providing the Services, with respect and dignity. No worker shall be subjected to corporal punishment, abuse of power, threats, violence, intimidation, or harassment of any kind under the applicable laws.

## 24. Discrimination

**24.1.** In the process of providing the Services, the Service Provider shall not engage in discrimination based on race, colour, biological sex, nationality, religion, any type of disability or physical characteristics, marital status, sexual orientation, gender identity, social class and age.

## 25. Anti-Bribery and Anti-Corruption

**25.1.** The Service Provider shall ensure that the Service Provider, the Service Provider 's personnel and any other person responsible for providing and performing the Services are in compliance with all anti-corruption and anti-bribery laws, and will remain in compliance with all such laws during the term of this Agreement.

**25.2.** PERA shall have the right to terminate this Agreement if the Service Provider breaches this Clause 24.

## 26. Waiver

**26.1.** Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions and provisions of this Agreement, nor time or other indulgence granted by one Party to the other, shall act as a waiver of such breach or acceptance of any variation or the relinquishment of any such right or any other right hereunder, which shall remain in full force and effect.

**In witness thereof,** each Party has executed and delivered this Agreement as a deed on the date, which first appears above.

## Director General (PERA) Service Provider

| | |
|---|---|
| | |
| | |

Witnesses:

1. 2.

# Annexure-A

**AS specified in Section III Technical Specification.**

# Annexure-B
## Payment Terms

| Sr. No | Description | Qty (Mbps) (A) | Unit Price Per Mbps per Month with Taxes (PKR) (B) | Monthly Price with Taxes (PKR) (C)= (A)x(B) | Total Price for 12 months with Taxes (PKR) (D)= (C)x12 |
|---|---|---|---|---|---|
| 1 | CIR Internet, Fiber optic Link | 80 | | | |
| **Total Price of CIR Internet, Fiber optic Link with Applicable Taxes (PKR) in figures:** | | | | | |
| **Total Price of CIR Internet, Fiber optic Link with Applicable Taxes (PKR) in Words:** | | | | | |

## Delivery:

- The Contractor shall start to deliver the services within two (2) weeks from the date of issuance of Letter of Acceptance/Purchase Order.

## Penalty:

- Any delay in commencement of services as per the agreed time frame will be subject to the following penalties:
  - 0.25% penalty for each week's delay will be charged of the Purchase Order value.

## 8.10. Financial Bid Form/Price Schedule

- *[Item names and quantities must be reproduced from Section – III (Technical Specifications/Scope of Services). If any deviations are needed, it must be mentioned/quoted, separately in the Financial Proposal.*
- *To be reproduced on the letter head, signed & stamped by the Bidder.*
- ***To be attached with Financial Bid.]***

| Sr. No | Description | Qty (Mbps) (A) | Unit Price Per Mbps per Month with Taxes (PKR) (B) | Monthly Price with Taxes (PKR) (C)= (A)x(B) | Total Price for 12 months with Taxes (PKR) (D)= (C)x12 |
|---|---|---|---|---|---|
| 1 | CIR Internet, Fiber optic Link | 80 | | | |
| **Total Price of CIR Internet, Fiber optic Link with Applicable Taxes (PKR) in figures:** | | | | | |
| **Total Price of CIR Internet, Fiber optic Link with Applicable Taxes (PKR) in Words:** | | | | | |

**Note:**

- In case of difference between unit price and total price, unit price shall prevail, and total price shall be "final". *(Please refer to ITB clause 2.5.6).*
- In case of difference between amount in "words" and amount in "figures", amount in "words" shall be considered final.
- The contract will be awarded based on the **Least Cost Method** as per the total price of the Services required.
- PERA shall revered the right to increase or decrease the utilization of Mbps during the contract period based on the Per Unit rate of Mbps as per the requirement.

**Payment Terms:**

- Payment shall be made after delivery of Provisioning of Services subject to user acceptance and submission of Invoice as per the purchase order.
- All the payments shall be made in PKR, after the deduction of all applicable taxes.

**Delivery:**

- The Contractor shall start to deliver the services within two (2) weeks from the date of issuance of Letter of Acceptance/Purchase Order.

**Stamp & Signature of Bidder** _____

## 8.11. Bid Security Form

(Applicable in case of Bank Guarantee only)

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

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

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

THE CONDITIONS of this obligation are:

1. If the Bidder withdraws its Bid during the period of Bid validity specified by the Bidder on the Bid Form; or

2. If the Bidder, having been notified of the acceptance of its Bid by the Procuring Agency during the period of Bid validity:

   (a) fails or refuses to execute the Contract Form, if required; or
   (b) fails or refuses to furnish the Performance Guarantee, in accordance with the Instructions to Bidders;

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

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

_____

*[signature of the bank]*

## 8.12. Integrity Pact Form

*(Declaration of fees, commission, and brokerage etc. payable by the Service Provider in contracts worth PKR.10.00 million or more)*

*[May be required as per PPRA regulation before signing of contract, to be printed on not less than PKR 100 Stamp Paper, duly **attested by oath commissioner**.]*

**Dated:** _____

**Contract Number:** _____
**Contract Value:** _____
**Contract Title:** _____

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

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

[Name of Service Provider] certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with GoP and has not taken any action or will not take any action to circumvent the above declaration, representative or warranty.

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

Notwithstanding any rights and remedies exercised by GoP in this regard, [Name of Service Provider ] agrees to indemnify GoP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoP in an amount equivalent to ten time the sum of any commission, gratification, bribe, finder's fee or kickback given by [Name of Service Provider ] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP.

_____ _____

[Buyer] [Seller/Service Provider]

# Section IX- Check List

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

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

| Sr. # | Detail | Responsive | Non-responsive |
|---|---|---|---|
| 1 | Bid Security of 5.0% (i.e., Rs. 85,000 (Eighty-Five Thousand Rupees) in the form of a pay-order or demand draft favoring Punjab Enforcement & Regulatory Authority (PERA) shall reach to PERA, Procurement Department on 02-04 Arfa Karim Tower Ferozepur Road, Lahore, Pakistan, Lahore – Pakistan before the opening of the bid (Please mention the title of the procurement on envelope). If the original bid security is not delivered before the opening of the bid, the bidder shall be disqualified for further proceedings. The Bid Security should be valid for a period of not less than 6 months and a scanned copy must be attached to EPADS. | | |
| 2 | Copy of certificate of incorporation/company registration certificate/ firm registration certificate.) | | |
| 3 | Active Registration with Income Tax Authorities (National Tax Number NTN), as per the Evaluation Criteria. | | |
| 4 | Copy of active Registration with Sales Tax Authorities (STRN), as per the Evaluation Criteria. | | |
| 5 | Copy of active Registration (Professional Tax Certificate) as applicable | | |
| 6 | Relevant Past Experience Documents, as per the Evaluation Criteria. | | |
| 7 | Bid Form (as per form 8.1 of Bidding documents) on letter head of the firm, duly signed and | | |
| 8 | General Information Form (as per form 8.5 of Bidding documents) on letter head of the firm duly signed and stamped. | | |

| | | | |
|---|---|---|---|
| 9 | Affidavit (as per form 8.6) on non-judicial Stamp Paper of not less than Rs. 100/-.<br>(Please attach a copy of Affidavit on stamp paper (duly attested by oath commissioner) of not less than Rs 100, declaring that the firm/company is not blacklisted, and original affidavit must be delivered to PERA office as per the mentioned address before the closing date and submission time of the bid.) | | |
| 10 | Technical Bid Form (as per form 8.8 of Bidding documents) on letter head of the firm duly signed and stamped. | | |
| 11 | All Mandatory Requirement with supporting document as specified in 2.1.3 of the Eligibility Criteria. | | |
| 12 | Financial Bid Form (as per form 8.10 of Bidding documents) on letter head of the firm, duly signed and stamped. stamped (please attach in Financial Envelope of the bid, if financial related information is disclosed in Technical bid, it will lead to disqualification) | | |

**Stamp & Signature of Bidder** _____