

BIDDING DOCUMENT

Hiring of Internet Service Provider for Dedicated 50 MBPS Internet Connection



**PUNJAB CENTRAL BUSINESS DISTRICT
DEVELOPMENT AUTHORITY**

October, 2023

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1.1 INVITATION TO BID

Tender Notice Ref. No: PCBDDA/PRO/TENDER/2023/07

BIDDING DOCUMENTS FOR THE HIRING OF INTERNET SERVICE PROVIDER FOR 50 MBPS INTERNET CONNECTION.

Sealed Bids for the provision of spring festival celebration services are invited from Bidders i.e. firms / companies registered with Pakistan Telecommunication Authority, Registration Authorities and Tax Departments/ Authorities (Income Tax & Punjab Sales Tax). The Bids shall be received as per single stage one envelope procedures.

Bidding Document, in the English language, can be purchased by the interested Bidders on the submission of a written application to the addressee below and upon payment of a non-refundable fee of Pak Rs. 5,000/- in the form of order / Demand Draft in favor of **Punjab Central Business District Development Authority**. The Bidding Document will only be provided to the prospective bidder upon submission of the fees as per the prescribed instrument.

Sr. No.	Description of services	Bid Security
1.	Dedicated 50 MBPS Internet Connection	PKR 50,000/-

Bids must be delivered to the addressee below on or before ***October 17, 2023, at 1100 Hours***. All Bids must be accompanied by a Bid Security as mentioned in above table in the form of Bank Guarantee / Pay Order. Late Bids shall be rejected. The Bids will be opened on the same day at ***1200 Hours*** in the presence of the Bidders' representatives who may choose to be present at the address below. Interested eligible Bidders may obtain further information from Punjab Central Business District Development Authority at the address given below.

Bidding Documents are immediately available after date of publication. Punjab Central Business District Development Authority will not be responsible for any cost or expense incurred by Bidders in connection with the preparation or delivery of Bids. In case of official holiday on the day of submission, next day will be treated as closing date. The Bidding document carrying all details can also be downloaded from website of Punjab Central Business District Development Authority <http://cbdpunjab.gov.pk>.

***PUNJAB CENTRAL BUSINESS DISTRICT DEVELOPMENT AUTHORITY
CBD Complex (Ex Walton Airport) Lt (Navy), Yasir Shaheed Road, Lahore
Contact No. 042-99058100, Email: procurement@cbdpunjab.gov.pk***

Section-II: Instructions to Bidders (ITB)

Note:- All the procurement procedures shall be conducted in accordance with PCBDDA Act 2022 & PCBDDA Procurement Regulations (Amended), 2021. In case of any conflict between the provision of this document and PCBDDA Procurement Regulations (Amended), 2021, the later shall prevail.

2.1. Introduction

2.1.1 Scope of Bid i) The Procuring Agency (PA), as indicated in the Bid Data Sheet (BDS) invites Bids for the provision of **50 MBPS Dedicated Internet Connection** as specified in the Section-IV Bid Data Sheet (BDS) and Section VII- Schedule of Requirements. The successful Bidders will be expected to provide the services 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 have its own funds 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 Service Providers i.e. association of firms/companies, registered with PTA, relevant Registration Authorities and Tax Departments/Authorities (FBR & PRA.)

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 any Government department/other Procuring Agency or by Punjab Procurement Regulatory Authority (PPRA).

v) 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.

vi) 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 are suspended in accordance with the judgment of a court of law other than a judgment declaring bankruptcy and resulting, in accordance with the national laws, in the total or partial loss of the right to administer and dispose of its property;
 - (c) legal proceedings are instituted against such Bidder involving an order suspending payments and which may result, in accordance with the national laws, in a declaration of bankruptcy or in any other situation entailing the total or partial loss of the right to administer and dispose of the property;
 - (d) the Bidder is convicted, by a final judgment, of any offence involving professional conduct;
 - (e) The Bidder is debarred and blacklisted due to involvement in corrupt and fraudulent practices in accordance with the provision of section 17A of PPRA Act, 2009 and Rule-21, read with Schedule appended with, Punjab Procurement Rules, 2014 or Regulation 21 of PCBDDA Procurement Regulations (Amended), 2021.

- (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 or Regulation 21 of PCBDDA Procurement Regulations (Amended), 2021.
- (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 Regulation 37 of PCBDDA Procurement Regulations (Amended), 2021, a Bidder shall submit only one Bid in the same bidding process.
- ii) No Bidder can be a sub-contractor while submitting a Bid individually.
- 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) Form of Bid
 - (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 PCBDDA Procurement Regulations (Amended), 2021 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 Regulation 25(4) of PCBDDA Procurement Regulations (Amended), 2021.

- 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 regulation 29 of PCBDDA Procurement Regulations (Amended), 2021., 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 outdoor advertisement services .

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 services which it proposes to provide under the contract.
- ii) Prices indicated on the Price Schedule shall be item wise.
- 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 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:
- iv) Bank Guarantee, Bank call-deposit (CDR), Demand Draft (DD), Pay Order (PO) or Banker's cheque valid for Thirty (30) Days, beyond the validity of Bid. 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 ten (10) days after the expiration of the period of Bid validity prescribed by the Procuring Agency pursuant to ITB Clause 2.3.7 (iii) (a).
- 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 or Procurement Regulations 2021.

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 regulation 28 of PCBDDA Procurement Regulations (Amended), 2021). 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 of the Bid indicated in the Bid Data Sheet, clearly marking "ORIGINAL BID", . .
- ii) The original 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 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. applicable taxes

- i) The Bidders must adhere to 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 Regulation 24, the Bidder shall seal the original Bid in envelope, duly marking the envelope as "ORIGINAL" .
- ii) The envelope 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),"
- iii) The envelope 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) The Bidder shall seal the original Bid in envelope, duly marking the envelope as "ORIGINAL" . The envelope shall be sealed in an 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 Regulation 39(1) of PCBDDA Procurement Regulations (Amended), 2021., which shall have precedence.

- vi) The envelope 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) If envelope is 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) The Procuring Agency may, at its discretion and as per regulation 29 of PCBDDA Procurement Regulations (Amended), 2021., 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.
- iii) 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) 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.
- ii) The Procuring Agency shall not consider for evaluation any Bid that arrives after the deadline for submission of Bids.
- iii) 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 modified after the deadline for submission of Bids.
- iv) 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 PCBDDA Procurement Regulations (Amended), 2021 pursuant to the ITB Clause 2.3.7 (vii).
- v) 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.
- vi) 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, 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/attendance sheet 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 as well as Modification, are to be opened, read out, and recorded at the opening..

- v) Other envelopes holding the Bids shall be opened one at a time, the Bidders names, the Bid prices, the total amount of each Bid 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) 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.
- vii) 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.
- viii) 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)**.
- ix) 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.
- x) 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.
- 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 regulation 38 of PCBDDA Procurement Regulations (Amended), 2021.

**2.5.2.
Confidentiality**

- 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 regulation 33(2) of PCBDDA Procurement Regulations (Amended), 2021, 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. 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 regulation 32(2) of PCBDDA Procurement Regulations (Amended), 2021., to facilitate evaluation and comparison, the Procuring Agency will convert all Bid prices expressed in the amounts in various currencies in which the Bid prices as follows:

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

2.5.8. Post-qualification & Evaluation of Bids

- i) In the absence of **prequalification**, the Procuring Agency will determine to its satisfaction whether the Bidder is qualified to perform the contract satisfactorily, in accordance with the

evaluation criteria listed in BDS & pursuant to ITB Clause 2.1.3.

- ii) The determination will take into account the Bidder's financial, technical, and production/ supplying capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, as well as such other information required for eligibility/qualification expressed in Bid Data Sheet as the Procuring Agency deems necessary and appropriate.
- iii) The Procuring Agency will **technically evaluate** and compare the Bids which have been determined to be substantially responsive, pursuant to ITB Clause 2.5.5.
- iv) The **financial evaluation** of a Bid will be on the basis of form of Price Schedules/ Financial Bid Form 8.10 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 Regulation 78 of PCBDDA Procurement Regulations (Amended), 2021., 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 Regulation 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 Regulation 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.
- v) The GRC shall investigate and decide upon the complaint within fifteen days of the receipt of the complaint. Mere fact of lodging of a complaint shall not warrant suspension of the procurement process.

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 ten (10) 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 PCBDDA Procurement Regulations (Amended), 2021. 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 regulation 2(a) read with Principles of Procurement as enunciated in regulation 4 of PCBDDA Procurement Regulations (Amended), 2021.

**2.6.3. Signing of Contract/
Issuance of work 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 .
- ii) Under regulation 49 of PCBDDA Procurement Regulations (Amended), 2021., where the Procuring Agency requires formal signing of contract, within three (03) 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 regulation 41 of PCBDDA Procurement Regulations (Amended), 2021.

2.6.4. Award Criteria

- i) Subject to ITB Clause 2.6.2, under regulation 41 of PCBDDA Procurement Regulations (Amended), 2021, 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.
- ii) The Contract will be awarded to the firm quoting item wise lowest rates. The bidder can participate for any or all items as per their expertise.

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 period of advertising services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions, on the analogy of regulation 46(c)(iv)) of PCBDDA Procurement Regulations (Amended), 2021. (not more than 20%).

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

- i) As per regulation 35 of PCBDDA Procurement Regulations (Amended), 2021, 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 regulation 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 Bidders, Service Providers, and Contractors observe the highest standard of ethics during the procurement and execution of contracts.

“Corrupt practices” in respect of procurement process, defined in Regulation 2 (t) of PCBDDA’s Procurement Regulations 2021, which is as follows:

“(t) Corrupt and fraudulent practice(s)” means either one or any combination of the practices given below:

i. **“Coercive Practice”** means any 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”** means any arrangement between two or more parties to the procurement process or contract execution, designed to achieve with or without the knowledge of the Authority to establish prices at artificial, non-competitive levels for any wrongful gain;

iii. **“Corrupt Practice”** means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain;

iv. **“Fraudulent Practice”** means 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”** means 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 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 rights provided for under the regulations”

ii) Blacklisting & Debarment:

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

Requirements & Procedure for Blacklisting & Debarment:

As per Regulation 2(i) of Procurement Regulations 2021:

“(i) **Blacklisting** means barring an applicant, bidder, contractor, consultant or Service Provider from participating in any future public procurements permanently or for a limited time period.”

As per Regulation 21 of PCBDDA Procurement Regulations (Amended), 2021:

21. Blacklisting.—(1) The Authority may, for a specified period, debar and blacklist a Service Provider or contractor from participating in any procurement process of the Authority, if the Service Provider 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;
- d) indulged in any corrupt and fraudulent practice; or
- e) provided false, fabricated or materially incorrect information.

(2) The Authority may, on its own motion, or information provided by any party, carry out an investigation to determine, whether there is sufficient cause for blacklisting a Service Provider or contractor. If the Authority is satisfied that such a cause exists, it shall initiate the process of blacklisting in accordance with the procedure laid down in the regulations;

(3) As a result of the process, as mentioned above in sub-regulation (2), the Authority may take one of the following

decisions;

(a) contractor or Service Provider may be blacklisted;

(b) contractor or Service Provider may be debarred temporarily, specifying the time period for which the debarment is to last;

(c) contractor or Service Provider may be blacklisted if he fails to take the specified remedial actions within a specified time period;

(4) If the Authority debar a contractor or Service Provider under this sub-regulation, it:

a) shall publish the decision on its website and serve a copy on the concerned party;

b) share the order with PPRA for publication on its website; and

c) may request PPRA to debar the bidder or contractor from procurement for all public procuring agencies.

(5) Any Service Provider or contractor participating in a bidding process who is aggrieved by an order made under sub regulation (1) of this Regulation may, within thirty days from the date of the publication of the information on the website of the Authority or service of notice of the passing of such order (whichever is earlier), file a representation before the Chairman of the Board and the Chairman may pass such order on the representation as it may deem fit and such decision shall be final.

(6) The mechanism or process for barring a Service Provider or contractor from participating in procurement process of the Authority and a representation under these Regulations shall be done through the constitution of a Blacklisting Committee which shall initiate and adjudicate upon blacklisting proceedings and the manner is specified in the Schedule appended to these Regulations.

As per Schedule appended with PCBDDA Procurement Regulations (Amended), 2021:

SCHEDULE

BLACKLISTING MECHANISM OR PROCESS

1. The Authority 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 Authority proposes to debar the bidder or contractor from participating in any procurement of the Authority; and
 - c) the statement, if needed, about the intention of the Authority to make a request to the PPRA for debarring the bidder or contractor from participating in public procurements of all procuring agencies.
3. The Authority shall give a 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 Authority may issue notice for personal hearing to the bidder or contractor / authorize representative of the bidder or contractor and the Authority 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 Authority may decide to file the matter or direct issuance of a notice to the bidder or contractor for personal hearing.
6. The Authority shall give minimum of seven days to the bidder or contractor for appearance for personal hearing.
7. The Authority shall decide the matter on the basis of the available record and personal hearing of the bidder or contractor, if availed.
8. The Authority 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 reckon from the last date of personal hearing.
9. The Authority shall communicate to the bidder or contractor the order of debarring the bidder or contractor from participating in any procurement of the Authority with a statement that the bidder or contractor may, within thirty

days of service of notice or publication of order on the website of the Authority (whichever is earlier), prefer a representation against the order before the Chairman of the Authority.

10. The Authority shall, as soon as possible, communicate the order of blacklisting to the PPRA with the request to upload the information on its website.
 11. If the Authority intends the PPRA to debar the bidder or contractor from participating in any public procurement of all procuring agencies, the procuring agency shall specify reasons for such intention.
 12. In case of representation of any aggrieved person under regulation 22, the Chairman being the designated authority 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.
 13. In every order of blacklisting under regulation 22, the Authority shall record reasons of blacklisting and also furnish a detailed and sound justification for the period of blacklisting.
 14. 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.

Section-III. Technical Specifications

3.1. Technical Specifications

1	<u>Internet Bandwidth 50Mbps CIR</u>
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1- BASIC/ GENERAL INTERNET REQUIREMENTS: -

Sr.#	PARTICULARS	QTY.	DESCRIPTION
1.1	Bandwidth	50 Mbps Can Be Increased/D eceased	CIR (Committed Information Rate) Internet Bandwidth Over Fiber Optic Cable
1.2	IP Pool	08 IPs	
1.3	Service Level Agreement Should Includes	-	- Minimum SLA level uptime should be 99.3 % - Vendor Should be a Major Bandwidth Distributor (<i>having own Fiber Optic Cable</i>)
1.4	Last Mile Medias	-	- Primary Media should be Optical Fiber Cable - Secondary Media Should be the same (Redundant Fiber Optic Cable)

2. IMPORTANT TERMS AND CONDITIONS FOR INTERNET SERVICE PROVIDER: -

- 2.1- Total 50 Mbps CIR/ dedicated internet bandwidth is required over Fiber Optic Cable for PCBDDA, Punjab Central Business District Development Authority, 60-A Garden Block Garden Town, Lahore.
- 2.2- The internet connectivity along with all related device/ equipment e.g. switches, routers, modules, convertors, failover etc. will be directly terminated in the Data Centers and will be used as an independent internet connection.
- 2.3- Redundant/ secondary/ back-up links must be the same (Fiber Optic Cable), in case of any failover. Moreover, the routes of redundant/ back-up links must be different from primary Fiber Optic Cable path.

- 2.4- Internet connectivity from Primary to Secondary links must be auto swapped in case of any failover.
- 2.5- Vendor / firm will also provide a pool of 8 live IPs to Lahore Central Business District Development Authority, Government of Punjab, Lahore
- 2.6- To keep the internet connectivity up to its maximum extent and running, Services Level Agreement (SLA) uptime should be 99.30 (It is preferred to provide >99.70% SLA).
- 2.7- Internet services provider will conduct a thorough survey of the sites for the installation of internet connectivity. After completing this exercise & information gathering, firm will submit a report including Fiber layout plan, resources deployment, tasks detail with timeline to complete the project.
- 2.8- The company will be responsible for deputing qualified personnel for installation, configuration and testing of the said project.
- 2.9- The equipment/ hardware supplied by the supplier shall be brand new and complete with all respects (If any). The devices/ equipment delivered by the vendor must be compatible to the existing network connectivity. Moreover, the technical staff of the vendor/ company shall be involved in installation and configuration of same equipment provided (If required).
- 2.10- 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 definitely by new equipment of the same model/ advance model of the same capacity/higher capacity not less than the capacity of unit supply in any case.
- 2.11- The quoted rates should be in PKR (Pakistani Rupees) inclusive of all taxes including GST, duties, carriage, handling etc. Moreover, quoted rates must be clearly legible, duly signed by authorized signatories.
- 2.12- The Rate Contract (RC) will be valid for one year from the date of issue of order. However, it can be further extended subject to performance of the internet services provider.
- 2.13- Payment will be made Monthly/Quarterly/six-monthly/yearly and the mode of payment will be in PKR (Pakistani Rupees)
- 2.14- The rates should be quoted after allowing rebates/ discounts, if any.

- 2.15- All civil work e.g. installation, excavating, digging (soft & hard), curing, tunneling, configuration and testing of the Fiber Optic Cable within the premises of PCBDDA, Punjab Central Business District development Authority will be the responsibility of the vendor/ firm).
- 2.16- The cabling (any type) must be properly tagged/ numbered and there should not be any hanging or uncovered wire. Furthermore, installation of I/O, Crimping, Racking and related equipment/ devices must be the liability of vendor (if required).
- 2.17- The ISP may require providing online yearly/monthly/weekly/daily usage report through web. The ISP provide a usage report i.e. MRT/PRTG Graph that can be accessed directly by Technical Staff of PCBDDA, Punjab Central Business District development Authority.
- 2.18- The vendor/ firm also fixes the cemented tags or path indicators at the route of Fiber Optic Cable installed within the premises of PCBDDA, Punjab Central Business District development Authority in order to avoid any damage to the cable.
- 2.19- The services provided by the vendor/ firm must support all kind of error-free network traffic including Voice, Data and Video Streaming etc.
- 2.20- Basic necessary training of the installed equipment/ devices will be given to Network Staff of PCBDDA, Punjab Central Business District development Authority to troubleshoot minor faults, errors etc.
- 2.21- The dedicated line/ service over Fiber Optic Cable so provided to PCBDDA, Punjab Central Business District development Authority will not be utilized by any other party/ firm/ person etc. during the period of contract agreement between the first party and second party.
- 2.22- The ISP/party will be responsible for installation/ setting-up of the equipment/ devices i.e. ODF (Optical fiber Distribution Frame), Joint Enclosure and Media Convertor etc.
- 2.23- Income tax and GST Registered firms are eligible to participate in the tender.
- 2.24- All quotations must be reviewed to ensure that the minimum technical requirements are met. Any submission which fails to meet the defined minimum requirements will be disqualified.
- 2.25- Incomplete tenders will not be accepted and over writing if any on the tender should be certified / verified by the firms.
- 2.26- Rate will be accepted on the basis of total lowest cost.

- 2.27- The Purchase Committee / Competent Authority can accept or reject any one or all tenders without assigning any reason.
- 2.28- The validity of all rates quoted in bids will be 120 days after opening of bids.
- 2.29- Contract will be reviewed and then renewed after every one year if services are satisfactory.
- 2.30- Relocation of services can be done if required at any stage/ time without any additional charges.
- 2.31- Bandwidth can increase/decrease at any time during the whole contract term.
- 2.32- Services provider will quote per Mb bandwidth rate, Price will be reviewed every year.

3.2 Scope of Services

1	<u>Internet Bandwidth 50Mbps CIR</u>
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2- BASIC/ GENERAL INTERNET REQUIREMENTS: -

Sr.#	PARTICULARS	QTY.	DESCRIPTION
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- 3.2- The internet connectivity along with all related device/ equipment e.g. switches, routers, modules, convertors, failover etc. will be directly terminated in the Data Centers and will be used as an independent internet connection.
- 3.3- Redundant/ secondary/ back-up links must be the same (Fiber Optic Cable), in case of any failover. Moreover, the routes of redundant/ back-up links must be different from primary Fiber Optic Cable path.
- 3.4- Internet connectivity from Primary to Secondary links must be auto swapped in case of any failover.

- 3.5- Vendor / firm will also provide a pool of 8 live IPs to Lahore Central Business District Development Authority, Government of Punjab, Lahore
- 3.6- To keep the internet connectivity up to its maximum extent and running, Services Level Agreement (SLA) uptime should be 99.30 (It is preferred to provide >99.70% SLA).
- 3.7- Internet services provider will conduct a thorough survey of the sites for the installation of internet connectivity. After completing this exercise & information gathering, firm will submit a report including Fiber layout plan, resources deployment, tasks detail with timeline to complete the project.
- 3.8- The company will be responsible for deputing qualified personnel for installation, configuration and testing of the said project.
- 3.9- The equipment/ hardware supplied by the supplier shall be brand new and complete with all respects (If any). The devices/ equipment delivered by the vendor must be compatible to the existing network connectivity. Moreover, the technical staff of the vendor/ company shall be involved in installation and configuration of same equipment provided (If required).
- 3.10- 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 definitely by new equipment of the same model/ advance model of the same capacity/higher capacity not less than the capacity of unit supply in any case.
- 3.11- The quoted rates should be in PKR (Pakistani Rupees) inclusive of all taxes including GST, duties, carriage, handling etc. Moreover, quoted rates must be clearly legible, duly signed by authorized signatories.
- 3.12- The Rate Contract (RC) will be valid for one year from the date of issue of order. However, it can be further extended subject to performance of the internet services provider.
- 3.13- Payment will be made Monthly/Quarterly/six-monthly/yearly and the mode of payment will be in PKR (Pakistani Rupees)
- 3.14- The rates should be quoted after allowing rebates/ discounts, if any.
- 3.15- All civil work e.g. installation, excavating, digging (soft & hard), curing, tunneling, configuration and testing of the Fiber Optic Cable within the premises of PCBDDA,

Punjab Central Business District development Authority will be the responsibility of the vendor/ firm).

- 3.16- The cabling (any type) must be properly tagged/ numbered and there should not be any hanging or uncovered wire. Furthermore, installation of I/O, Crimping, Racking and related equipment/ devices must be the liability of vendor (if required).
- 3.17- The ISP may require providing online yearly/monthly/weekly/daily usage report through web. The ISP provide a usage report i.e. MRT/PRTG Graph that can be accessed directly by Technical Staff of PCBDDA, Punjab Central Business District development Authority.
- 3.18- The vendor/ firm also fixes the cemented tags or path indicators at the route of Fiber Optic Cable installed within the premises of PCBDDA, Punjab Central Business District development Authority in order to avoid any damage to the cable.
- 3.19- The services provided by the vendor/ firm must support all kind of error-free network traffic including Voice, Data and Video Streaming etc.
- 3.20- Basic necessary training of the installed equipment/ devices will be given to Network Staff of PCBDDA, Punjab Central Business District development Authority to troubleshoot minor faults, errors etc.
- 3.21- The dedicated line/ service over Fiber Optic Cable so provided to PCBDDA, Punjab Central Business District development Authority will not be utilized by any other party/ firm/ person etc. during the period of contract agreement between the first party and second party.
- 3.22- The ISP/party will be responsible for installation/ setting-up of the equipment/ devices i.e. ODF (Optical fiber Distribution Frame), Joint Enclosure and Media Convertor etc.
- 3.23- Income tax and GST Registered firms are eligible to participate in the tender.
- 3.24- All quotations must be reviewed to ensure that the minimum technical requirements are met. Any submission which fails to meet the defined minimum requirements will be disqualified.
- 3.25- Incomplete tenders will not be accepted and over writing if any on the tender should be certified / verified by the firms.
- 3.26- Rate will be accepted on the basis of total lowest cost.
- 3.27- The Purchase Committee / Competent Authority can accept or reject any one or all tenders without assigning any reason.

3.28- The validity of all rates quoted in bids will be 120 days after opening of bids.

3.29- Contract will be reviewed and then renewed after every one year if services are satisfactory.

3.30- Relocation of services can be done if required at any stage/ time without any additional charges.

3.31- Bandwidth can increase/decrease at any time during the whole contract term.

3.32- Services provider will quote per Mb bandwidth rate, Price will be reviewed every year.

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 Clause Number	ITB Number	Amendments of, and Supplements to, Clauses in the Instruction to Bidders
1.	2.1.1	Name of Procuring Agency: Punjab Central Business District Development Authority The subject of procurement is: Hiring of Internet Service Provider for Dedicated 50 MBPS Internet Connection.
2.	2.1.2	Financial year for the operations of the Procuring Agency: 2022 - 2023 Name of financing institution: Punjab Central Business District Development Authority Name and identification number of the Contract: PCBDDA/PRO/TENDER/2023/07
3.	2.1.3 (iv)	N/A
4.		N/A
B. Bidding Documents		
6.	2.2.2	The address for clarification of Bidding Documents is CBD Complex (Ex Walton Airport) Lt (Navy), Yasir Shaheed Road, Lahore email: procurement@cbdpunjab.gov.pk
7.	2.2.2	Pre-bid meeting will not be held
8.	2.3.8	The number of documents to be completed and returned is one original only.
C. Bid Price, Currency, Language and Country of Origin		
9	2.3.1	<i>English Only</i>
10	2.3.4	The price quoted shall be in Pak Rupees.
11.	2.3.4 & 2.3.9	<i>The prices will remain fixed for Contract period.</i>
D. Preparation and Submission of Bids		

13.	2.1.3	<p>Qualification Criteria/ Knock down criteria.</p> <ol style="list-style-type: none"> i. <i>Original Bid Security with the proposal</i> ii. <i>Registration with FBR with ATL.</i> iii. <i>Registration with PRA with ATL</i> iv. <i>Bidder must have at least 05 (five) years of experience. The experience shall be calculated from the date of incorporation/registration of the bidder.</i> v. <i>Affidavit on company letterhead declaring and ensuring 24/7 technical support & having its own field support team.</i> vi. <i>List of at least 05 Government Sector Clients. (Attach Work Orders/Contracts/Performance Certificates)</i> vii. <i>Valid and updated license issued by the “Pakistan Telecommunication Authority Pakistan”. Those internet service providers whose license has not been renewed shall not be considered and straight away disqualified from evaluation process.</i> viii. <i>Affidavit to the effect that:-</i> <ul style="list-style-type: none"> • <i>Bidder is neither blacklisted from any government department nor is any litigation pending in this regard.</i> • <i>The documents/photocopies provided with Bid are authentic. In case of any fake/bogus document found at any stage, the Bidder shall be blacklisted as per Law/ Rules.</i> • <i>The provided information is correct.</i>
14.	2.1.1	<p>Bid shall be submitted to:</p> <p>Procurement Directorate Punjab Central Business District Development Authority CBD Complex (Ex Walton Airport) Lt (Navy), Yasir Shaheed Road, Lahore</p>
15.	2.4.2	<p>The deadline for Bid submission is</p> <ol style="list-style-type: none"> a) Day : <i>Tuesday</i> b) Date: <i>October 17, 2023</i> c) Time: <i>1100 Hours</i>
16.	2.5.1	<p>Time, date/ Month/ Year, and place for Bid opening.</p> <ol style="list-style-type: none"> a) Day : <i>Tuesday</i> b) Date: <i>October 17, 2023</i> c) Time: <i>1200 Hours</i>
17.	2.6.2	N/A
18.	2.3.6	Amount of Bid security is PKR 50,000/- in form of Bank Guarantee / Pay Order.
19.	2.3.7	Bid validity period after opening of the Bid is: One Hundred and Twenty (120) Days

20.	2.3.8	Number of copies of the Bid to be provided are: Only one (01) original.
E. Opening and Evaluation of Bids		
21.	2.5.1	The Bid opening shall take place at: CBD Complex (Ex Walton Airport) Lt (Navy), Yasir Shaheed Road, Lahore a) Day: <i>Tuesday</i> b) Date: <i>October 17, 2023</i> c) Time: <i>1200 Hours</i>
22.	2.3.4	The currency that shall be used for Bid evaluation and comparison purposes to convert all Bid prices expressed in various currencies is: <i>Pakistani Rupees</i> The source of exchange rate shall be: <i>State Bank of Pakistan</i> The date of exchange rate shall be: <i>The date of bid opening.</i>
F. Bid Evaluation Criteria		
23.	2.5.8	Criteria to Bid evaluation. Qualification Criteria/Knock down criteria. i. <i>Original Bid Security with the proposal</i> ii. <i>Registration with FBR with ATL.</i> iii. <i>Registration with PRA with ATL</i> iv. <i>Bidder must have at least 05 (five) years of experience. The experience shall be calculated from the date of incorporation/registration of the bidder.</i> v. <i>Affidavit on company letterhead declaring and ensuring 24/7 technical support & having its own field support team.</i> vi. <i>List of at least 05 Government Sector Clients. (Attach Work Orders/Contracts/Performance Certificates)</i> vii. <i>Valid and updated license issued by the "Pakistan Telecommunication Authority Pakistan". Those internet service providers whose license has not been renewed shall not be considered and straight away disqualified from evaluation process.</i> viii. <i>Affidavit to the effect that:-</i> <ul style="list-style-type: none"> • <i>Bidder is neither blacklisted from any government department nor is any litigation pending in this regard.</i> • <i>The documents/photocopies provided with Bid are authentic. In case of any fake/bogus document found at any stage, the Bidder shall be blacklisted as per Law/ Rules.</i> • <i>The provided information is correct.</i>

G. Award of Contract

24.	2.6.5	Percentage for quantity increase or decrease is: 20%
25.	2.6.2	10% of the total awarded amount in the form of Bank Guarantee
26.	2.6.2	10% of the total awarded amount in the form of Bank Guarantee

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

3.1. All Services supplied under the Contract shall have their origin in the countries and territories eligible under the rules, as further

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elaborated in the SCC.

3.2. The origin of Services is distinct from the nationality of the Service Provider.

4. Standards

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

5. Use of Contract Documents and Information; Inspection and Audit by the procuring agency.

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

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

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

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

6. Performance Guarantee

N/A

7. Incidental material

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

8. Payment

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

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

8.3. As per regulation 51 of PCBDDA Procurement Regulations (Amended), 2021, 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 in arrears at the end of each month, provided the work is satisfactory.

8.4. The currency of payment is *PKR*.

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,.

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 20% of the contract cost and no provisions of PCBDDA Procurement Regulations (Amended), 2021 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 Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring Agency pursuant to GCC Clause 22;
- (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 defined as follows:

"Corrupt and fraudulent practice(s)" means either one or any combination of the practices given below:

"Coercive Practice" means any 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;

“Collusive Practice” means any arrangement between two or more parties to the procurement process or contract execution, designed to achieve with or without the knowledge of the Authority to establish prices at artificial, non-competitive levels for any wrongful gain;

“Corrupt Practice” means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain;

“Fraudulent Practice” means 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;

“Obstructive Practice” means 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 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

16.2. In the event the Procuring Agency terminates the Contract in whole or in part, pursuant to GCC Clause 24.1, the Procuring Agency may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Service Provider shall be liable to the Procuring Agency for any excess costs for such similar Goods or Services. However, the Service Provider shall continue performance of the Contract to the extent not terminated.

17. Force Majeure

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

17.2. For purposes of this clause, “Force Majeure” means an event beyond the control of the Service Provider and not involving the Service Provider’s fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Procuring Agency in its sovereign capacity, wars or revolutions, fires, floods,

epidemics, quarantine restrictions, and freight embargoes. Both, the Procuring Agency and the Service Provider, may agree to exclude certain widespread conditions e.g: epidemics, pandemics, quarantine restrictions etc from the purview of "Force Majeure".

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

18. Termination for Insolvency

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

19. Termination for Convenience

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

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

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

20. Resolution of Disputes

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

20.2. If, after thirty (30) days from the commencement of such informal negotiations, the Procuring Agency and the Service Provider

have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms specified in SCC. These mechanisms may include, but are not restricted to, conciliation mediated by a third party, adjudication in an agreed and/or arbitration as per regulation 81 of PCBDDA Procurement Regulations (Amended), 2021 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, 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 a period of One (01) Year. However, the same would be extended by the competent authority, on the satisfactory performance by the contractor for further a period of Two (02) Years on the same rate & TORs. Extension in the contact agreement shall be the discretion of the procuring agency and the contractor has no right to claim further extension as a matter of right in the contract.

Section-VI. Special Conditions of Contract

Special Conditions of Contract

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

1. Definitions (GCC Clause 1)

GCC 1.1 (g)—The Procuring Agency is: Punjab Central Business District Development Authority

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

GCC 1.1 (i)—The Service Provider is: _____

2. Incidental Materials (GCC Clause 7)

GCC 7.1—Incidental materials to be provided are:

N/A

3. Payment (GCC Clause 8)

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

Payment for Services provided: *The Payment will be made in arrears upon submission of invoice by the Service Provider after completion of each month.*

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

4. Prices (GCC Clause 9)

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

5. Liquidated Damages (GCC Clause 15)

GCC 15.1—Applicable rate:

Maximum deduction:

In case of non-provision of services or delay in provision of services, 0.1% of the total amount per day to a maximum of 10 % will be deducted from the monthly bill.

6. 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 regulation 81 of PCBDDA Procurement Regulations (Amended), 2021, 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.

7. Governing Language (GCC Clause 21)

GCC 21.1—The Governing Language shall be: English

8. 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):

9. Notices (GCC Clause 23)

GCC 23.1—Procuring Agency's address for notice purposes:

Punjab Central Business District Development Authority
CBD Complex (Ex Walton Airport) Lt (Navy), Yasir Shaheed Road,
Lahore

—Service Provider's address for notice purposes:

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

1	<u>Internet Bandwidth 50Mbps CIR</u>
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3- BASIC/ GENERAL INTERNET REQUIREMENTS: -

Sr.#	PARTICULARS	QTY.	DESCRIPTION
1.1	Bandwidth	50 Mbps Can Be Increased/D eceased	CIR (Committed Information Rate) Internet Bandwidth Over Fiber Optic Cable
1.2	IP Pool	08 IPs	
1.3	Service Level Agreement Should Includes	-	- Minimum SLA level uptime should be 99.3 % - Vendor Should be a Major Bandwidth Distributor (<i>having own Fiber Optic Cable</i>)
1.4	Last Mile Medias	-	- Primary Media should be Optical Fiber Cable - Secondary Media Should be the same (Redundant Fiber Optic Cable)

4. IMPORTANT TERMS AND CONDITIONS FOR INTERNET SERVICE PROVIDER: -

- 4.1- Total 50 Mbps CIR/ dedicated internet bandwidth is required over Fiber Optic Cable for PCBDDA, Punjab Central Business District Development Authority, 60-A Garden Block Garden Town, Lahore.
- 4.2- The internet connectivity along with all related device/ equipment e.g. switches, routers, modules, convertors, failover etc. will be directly terminated in the Data Centers and will be used as an independent internet connection.
- 4.3- Redundant/ secondary/ back-up links must be the same (Fiber Optic Cable), in case of any failover. Moreover, the routes of redundant/ back-up links must be different from primary Fiber Optic Cable path.

- 4.4- Internet connectivity from Primary to Secondary links must be auto swapped in case of any failover.
- 4.5- Vendor / firm will also provide a pool of 8 live IPs to Lahore Central Business District Development Authority, Government of Punjab, Lahore
- 4.6- To keep the internet connectivity up to its maximum extent and running, Services Level Agreement (SLA) uptime should be 99.30 (It is preferred to provide >99.70% SLA).
- 4.7- Internet services provider will conduct a thorough survey of the sites for the installation of internet connectivity. After completing this exercise & information gathering, firm will submit a report including Fiber layout plan, resources deployment, tasks detail with timeline to complete the project.
- 4.8- The company will be responsible for deputing qualified personnel for installation, configuration and testing of the said project.
- 4.9- The equipment/ hardware supplied by the supplier shall be brand new and complete with all respects (If any). The devices/ equipment delivered by the vendor must be compatible to the existing network connectivity. Moreover, the technical staff of the vendor/ company shall be involved in installation and configuration of same equipment provided (If required).
- 4.10- 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 definitely by new equipment of the same model/ advance model of the same capacity/higher capacity not less than the capacity of unit supply in any case.
- 4.11- The quoted rates should be in PKR (Pakistani Rupees) inclusive of all taxes including GST, duties, carriage, handling etc. Moreover, quoted rates must be clearly legible, duly signed by authorized signatories.
- 4.12- The Rate Contract (RC) will be valid for one year from the date of issue of order. However, it can be further extended subject to performance of the internet services provider.
- 4.13- Payment will be made Monthly/Quarterly/six-monthly/yearly and the mode of payment will be in PKR (Pakistani Rupees)
- 4.14- The rates should be quoted after allowing rebates/ discounts, if any.
- 4.15- All civil work e.g. installation, excavating, digging (soft & hard), curing, tunneling, configuration and testing of the Fiber Optic Cable within the premises of PCBDDA,

Punjab Central Business District development Authority will be the responsibility of the vendor/ firm).

- 4.16- The cabling (any type) must be properly tagged/ numbered and there should not be any hanging or uncovered wire. Furthermore, installation of I/O, Crimping, Racking and related equipment/ devices must be the liability of vendor (if required).
- 4.17- The ISP may require providing online yearly/monthly/weekly/daily usage report through web. The ISP provide a usage report i.e. MRT/PRTG Graph that can be accessed directly by Technical Staff of PCBDDA, Punjab Central Business District development Authority.
- 4.18- The vendor/ firm also fixes the cemented tags or path indicators at the route of Fiber Optic Cable installed within the premises of PCBDDA, Punjab Central Business District development Authority in order to avoid any damage to the cable.
- 4.19- The services provided by the vendor/ firm must support all kind of error-free network traffic including Voice, Data and Video Streaming etc.
- 4.20- Basic necessary training of the installed equipment/ devices will be given to Network Staff of PCBDDA, Punjab Central Business District development Authority to troubleshoot minor faults, errors etc.
- 4.21- The dedicated line/ service over Fiber Optic Cable so provided to PCBDDA, Punjab Central Business District development Authority will not be utilized by any other party/ firm/ person etc. during the period of contract agreement between the first party and second party.
- 4.22- The ISP/party will be responsible for installation/ setting-up of the equipment/ devices i.e. ODF (Optical fiber Distribution Frame), Joint Enclosure and Media Convertor etc.
- 4.23- Income tax and GST Registered firms are eligible to participate in the tender.
- 4.24- All quotations must be reviewed to ensure that the minimum technical requirements are met. Any submission which fails to meet the defined minimum requirements will be disqualified.
- 4.25- Incomplete tenders will not be accepted and over writing if any on the tender should be certified / verified by the firms.
- 4.26- Rate will be accepted on the basis of total lowest cost.
- 4.27- The Purchase Committee / Competent Authority can accept or reject any one or all tenders without assigning any reason.
- 4.28- The validity of all rates quoted in bids will be 120 days after opening of bids.

4.29- Contract will be reviewed and then renewed after every one year if services are satisfactory.

4.30- Relocation of services can be done if required at any stage/ time without any additional charges.

4.31- Bandwidth can increase/decrease at any time during the whole contract term.

4.32- Services provider will quote per Mb bandwidth rate, Price will be reviewed every year.

Section-VIII: Sample Forms

8.1 Bid Form

To be signed & stamped by the Service Provider and reproduced on the letter head. To be attached with the Bid

Date: _____

To:

*Punjab Central Business District Development Authority
CBD Punjab Complex, Ex Walton Airport, Lt. Navy,
Yasir Shaheed Road, Lahore*

Gentlemen :

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.

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.

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 _____

1.2 Bidder's JV Members Information Form

N/A

8.3. Bidder Profile Form

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

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

a) Audited Financial Statement Attachment (Last 3 years)

N/A

b) Details of Experience (Last Five Years)

N/A

8.4. 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	

8.5. Affidavit

[To be printed on Letterhead. To be attached with Technical Bid]

Name: _____

(Applicant)

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

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

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

- (i) The firm has not been blacklisted by any Department.
- (ii) The documents/photocopies provided with Bid are authentic. In case, any fake/bogus document was found at any stage, the firm shall be blacklisted as per Law/ Rules.
- (iii) Affidavit for correctness of information.
- (iv) Contractor/firm is not blacklisted or subject to any pending litigation with any Government or Public Department

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

Signed by an authorized Officer of the company

Title of Officer: _____

Name of Company: _____

Date: _____

8.6. Performance Guarantee Form

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

To,

*Punjab Central Business District Development Authority
CBD Complex (Ex Walton Airport) Lt (Navy), Yasir Shaheed Road, Lahore*

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:

8. [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_____

8.7. Technical Bid Form

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

Sr. No.	Description	Quantity	Specifications dimensions

Stamp & Signature of Bidder _____

8.8. Contract Form

THIS CONTRACT is made at Lahore on XXXXXX, between the **Punjab Central Business District Development Authority** (hereinafter referred to as the “Procuring Agency”) of the First Part; and **M/s XXXXXXX** a firm having its registered office at XXXXXX (hereinafter called the “Service Provider”) of the Second Part (hereinafter referred to individually as “Party” and collectively as the “Parties”).

WHEREAS the Procuring Agency invited bids for Procurement of goods, in pursuance where of **M/s XXXXXXX** being the authorized Service Provider of Internet Services in Pakistan; and Whereas the Procuring Agency has accepted the bid by the Service Provider for the supply of *Internet* Bandwidth CIR in the sum of **Rs XXXXXXXX/-** (Pak XXXXXXX only per month, the total amount for twelve months shall be **Rs. XXXXX/-** (Pak Rupees XXXXXXX).

NOW THIS CONTRACT WITNESSETH AS FOLLOWS:

1. In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the General Conditions of this Contract hereinafter referred to as “Contract”:
2. The following documents shall be deemed to form and be read and construed as integral part of this Contract, viz: -
 - a. the General Conditions of Contract;
 - b. the Scope of Services
 - c. the Price Schedule;
 - d. the form of Performance Bond; and
3. In consideration of the payments to be made by the Procuring Agency to the Service Provider as hereinafter mentioned, the Service Provider hereby covenants with the Procuring Agency to provide the Services and to remedy defects therein in conformity in all respects with the provisions of this Contract.
4. The Procuring Agency hereby covenants to pay the Service Provider in consideration of the provision of the Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of this Contract at the time and in the manner prescribed by this Contract.
5. *The 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 the Punjab or any administrative subdivision or agency thereof or any other entity owned or controlled by it (Government of the Punjab) through any corrupt business practice.
6. Without limiting the generality of the foregoing, the Service Provider represents and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder’s fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or including the procurement of a Contract, right interest, privilege or other obligation or benefit in whatsoever form from Government of the Punjab, except that which has been expressly declared pursuant hereto.
7. *The Service Provider* certifies that has made and shall make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with Government of the Punjab and has not taken any action or shall not take any action to circumvent the above declaration, representation or warranty.
8. *The Service Provider* accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose

of this declaration, representation and warranty. It agrees that any Contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to Government of the Punjab under any law, Contract or other instrument, be void able at the option of Government of the Punjab.

9. Notwithstanding any rights and remedies exercised by Government of the Punjab in this regard, *The Service Provider* agrees to indemnify Government of the Punjab for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to Government of the Punjab in an amount equivalent to ten time the sum of any commission, gratification, bribe, finder's fee or kickback given by *The Seller/ 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 Government of the Punjab.
10. In case of any dispute concerning the interpretation and/or application of this Contract shall be settled through arbitration. The decisions taken and/or award made by the Arbitrator shall be final and binding on the Parties.
11. The Contract shall not constitute a partnership between the parties and that the Service Provider shall not in any manner represent itself as agent or authorized representative of the Procuring Agency of the Government of the Punjab etc. or be considered as such included.
12. This Contract shall be governed by the laws of Pakistan and the courts of Pakistan shall have exclusive jurisdiction.

IN WITNESS Whereof the Parties hereto have caused this Contract to be executed at Lahore and shall enter into force on the day, month and year first above mentioned.

For **Punjab Central Business
District Development Authority:**

For **XXXXXX:**

Signature
Name: **ABC**
Designation: **XYZ**

Signature
Name
Designation:

WITNESSES

Signature: _____

Signature: _____

CNIC #: _____

CNIC #: _____

Name: _____

Name: _____

Designation: _____

Designation: _____

Address: _____

Address: _____

8.9. Financial Bid Form/Price Schedule

Sr. #	Specification	Monthly Rate inclusive of all taxes
1	Internet Bandwidth 50 MBPS CIR	
Total Rate for 12 months incl. of all taxes		

Stamp & Signature of Bidder _____

8.10. Bid Security Form

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

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

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

THE CONDITIONS of this obligation are:

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

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

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

[signature of the bank]

[The Procuring Agency may alter or modify the details of this form in accordance with PPR-14 keeping in view its requirements, nature of procurement i.e. simple services/janitorial services/security services/repair and maintenance/any other services etc. etc. However, for a standard procurement/contract contents of a generalized this Form may be as provided above.]

Section IX- Check List

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

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

Sr. #	Detail	Responsive	Non-responsive
1	Original receipt for purchase of tender along with Standard Bidding Documents.		
2	Bid Security of estimated cost of articles / items given by the department. The Bid security must be submitted with technical proposal.		
4	Active Registration with Income Tax Authorities (National Tax Number NTN) at least three years old		
5	Copy of active Registration with Sales Tax Authorities (STRN)		
6	Copy of active Registration (Professional Tax Certificate)		
8	Technical Bid Form (as per form 8.7 of Bidding documents) on letter head of the firm duly signed and stamped.		
9	Bid Form (as per form 8.1 of Bidding documents) on letter head of the firm, duly signed and stamped.		
10	Bid Security Form (as per form 8.10 of Bidding documents) on letter head of the firm, duly signed and stamped.		
11	Performance Guarantee Form (as per form 8.6 of Bidding documents) on letter head of the firm, duly signed and stamped.		
12	General Information Form (as per form 8.4 of Bidding documents) on letter head of the firm duly signed and stamped.		
13	<p>Affidavit (as per form 8.5) on non-judicial Stamp Paper of Rs. 100/-</p> <ul style="list-style-type: none"> (i) The firm has not been black listed from any Department. (ii) The documents/photocopies provided with Bid are authentic. In case of any fake/bogus document look at any stage. They shall be black listed as per Rules / Laws. (iii) Affidavit for correctness of information. (iv) Contractor/firm is not blacklisted or subject to any pending litigation with any Government or Public Department. <p>Affidavit for correction of information Form (as per form of Bidding documents) on letter head of the firm, duly signed and stamped.</p>		

Stamp & Signature of Bidder _____