BIDDING DOCUMENTS

(PROCUREMENT OF Services)

CUMULATIVE BID PRICE

(Single Stage One Envelope)

E-PROCUREMENT

Punjab Procurement Regulations 2024

FOR

PROCUREMENT OF BULK SMS SERVICES FOR PSCA

Tender No: PSCA/06/18th September/26-27

PUNJAB SAFE CITIES AUTHORITY

Date: September 18, 2026

E-PROCUREMENT

1. All the Procurements shall be made in accordance with E-Procurement through e-PAD in accordance with Punjab Procurement Regulations 2024.

2. The Procurement shall be made through PPRA Punjab E-Procurement Portal. The interested bidders are required to get themselves registered on E-Procurement Portal and apply for the subject tender. https://ep.punjab.gov.pk/

3. In case bidders find any difficulty while applying/submission/registration, bidders may find help on the following links https://ppra.punjab.gov.pk/

DISCLAIMER

1. This request for bidding documents has been prepared by the Punjab Safe Cities Authority ("PSCA")/ procuring agency. This request constitutes no commitment on the part of the PSCA to enter into any arrangements with any Bidders in respect of this proposed procurement or otherwise.
2. The information contained in these bidding documents or as may be subsequently provided to Bidders (whether verbally or in documentary or any other form) by or on behalf of the PSCA, on the terms and conditions set out in these bidding documents, are indicative only and are provided solely to assist in a preliminary assessment of the proposed procurement. Moreover, each Bid (including each lot- if any) shall be evaluated in accordance with the prescribed Technical/ Financial Criteria provided in the Bidding Documents.
3. These bidding documents do not constitute an agreement; its sole purpose is to provide interested Bidders / Service Providers with information that may be useful for them in preparing their bids pursuant to these bidding documents.
4. These bidding documents may not be appropriate for all persons and it is not possible for PSCA to consider the objectives and particular needs of each party, which reads or uses these bidding documents.
5. The assumption, assessment, statements and information contained in theses bidding documents may not be complete, accurate and adequate or correct for the purposes of any or all Bidders / Service Providers.
6. Each Bidders shall, therefore, conduct its own due investigation and analysis, check the accuracy, adequacy, correctness, reliability and completeness of the assumption, assessments, statements and information contained in these bidding documents and seek independent professional advice on any or all aspects of these bidding documents, as deemed appropriate. However, PSCA not under obligation to consider any such advice or opinion.
7. All information submitted in response to these bidding documents becomes the property of the procuring agency (PSCA), including all business information and proprietary data submitted with all rights of communication and disclosures.
8. The PSCA shall not be responsible for non-receipt or missing or delay of any correspondence/ bid etc., sent by the post / courier / email / fax by the Bidders / Service Providers.
9. No decision shall be based solely based on the information provided for any statements, opinions or information provided in these bidding documents.
10. While submitting a proposal in response to these bidding documents, each Bidders certifies that he/it understands, accepts and agrees to the disclaimers set forth above.
11. Nothing contained in any provision of these bidding documents, any statements made orally or in writing by the person or party/Bidders / Service Providers/contractor shall have the effect of negating, or suspending any of the disclaimers set forth herein.
12. PSCA reserves the right to withdraw it or cancel this bidding process or any part thereof, or to vary any of its term at any time during the completion of this process & Contract milestone or termination of such Contract signed between the successful Bidders & PSCA without incurring any financial obligation in connection therewith.
13. PSCA has also right to rectify any arithmetical or typo mistake at any time of this process.

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Section-I: INVITATION TO BIDS

INVITATION FOR BIDS

Punjab Safe Cities Authority, Lahore (PSCA) invites sealed bids from eligible bidders for:

PROCUREMENT OF BULK SMS SERVICES FOR PSCA

Estimated Cost: PKR 87,500,000/- (Inclusive of all applicable taxes).

The tender documents can be downloaded from PSCA website (https://psca.gop.pk), PPRA Portal (https://eproc.punjab.gov.pk/ActiveTenders.aspx) & Punjab E-Procurement Portal (https://ep.punjab.gov.pk). The response time shall be calculated from the date of publication of tender on PPRA Portal.

Sealed and completed bids under **Single Stage One Envelope** bidding procedure in accordance with the requirement of the bidding documents/PPRA must reach through **Punjab E-Procurement** (https://ep.punjab.gov.pk) in this office on or before **PST 1100** hours on **October 06, 2026**, which shall be opened on the same date in the presence of bidder's representative at **PST 1130** hours in the office of PSCA.

For obtaining any further information or clarifications, please feel free to contact at *procurement@psca.gop.pk*

Contact: (+92) (42) (99051605-7) Website: *www.psca.gop.pk*

Punjab Safe Cities Authority
The Future of Punjab Police
PPIC3 Centre Qurban Police Line Lahore, Pakistan

Section-II: Instructions to Bidders / Service Providers (ITB)

Note: - *All the procurement procedures shall be conducted in accordance with Punjab Procurement Authority Act-2009, Punjab Procurement Rules-2014 and Punjab Procurement Regulations 2024. In case of any conflict between the provision of this document and PPRA Act-2009/ PPRA Rules-2014, the later shall prevail.*

2.1. Introduction

2.1.1 Scope of Bid

i) The Procuring Agency (PA), as indicated in the Bid Data Sheet (BDS) invites Bids for the provision of Services as specified in the Section-IV Bid Data Sheet (BDS) and Section III - Technical Specifications & Section VII- Schedule of Requirements. The successful Bidders / Service Providers will be expected to deliver Services within the specified period and timeline(s) as stated in the BDS.

2.1.2 Source of Funds

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

2.1.3 Eligible Bidders / Service Providers

i) The Invitation to Bids is open to all suppliers/Contractors i.e. association of firms/companies/sole proprietor/registered with relevant Registration Authorities, Tax Departments/ Authorities and Pakistan Engineering Council (PEC- if applicable) except as provided hereinafter.

ii) Bidders / Service Providers 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/ goods to be purchased under this Invitation to Bids [if applicable].

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 / Service Providers shall not be under a declaration of blacklisting by Bidders / Service Providers shall not be under a declaration of blacklisting by the Procuring Agency.

v) In the case of a Joint Venture, Consortium, or Association, all members shall be jointly and severally liable for the execution of the Contract in accordance with the terms and conditions of the Contract. The Joint Venture, Consortium, or Association shall nominate a Lead Member as nominated in the BDS, who shall have the authority to conduct all business for and on behalf of any and all the members of the joint venture, consortium, or association during the Bidding process, and in case of award of contract, during the execution of contract

vi) The appointment of Lead Member in the Joint Venture, Consortium, or Association shall be confirmed by submission of a valid JV or Consortium agreement to the Procuring Agency.

vii) Any agreement that form a Joint Venture, Consortium or Association shall be required to be submitted as part of the Bid and shall be attested.

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

ix) The invitation for Bids is open to all prospective Bidders / Service Providers/ contractors subject to any provisions or licensing/regulatory requirements issued by the respective National/ Provincial Professional Statutory Body established for that particular trade or business

x) A Bidders shall not have a conflict of interest. All Bidders / Service Providers found to have a conflict of interest shall be Non-Responsive. A Bidders 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 for the procurement of the Services under this Invitation for Bids, 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.
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 Bidders / Service Providers, or influence the decisions of the Procuring Agency regarding this Bidding process; or the Bidders has direct relation with any other firm/ company of such kind nature regarding such type of work/ services and same is also in competition by submitting its bid in this process.

xii) A Bidders may be ineligible if –

(a) The Bidders is declared bankrupt or, in the case of company or firm, insolvent;

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

(c) Legal proceedings are established against such Bidders 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 Bidders is convicted, by a final judgment, of any offence involving professional conduct;

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

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

with Schedule appended with, Punjab Procurement Rules, 2014.

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

xiii) Bidders / Service Providers shall provide to the Procuring Agency evidence of their eligibility, proof of compliance with the necessary legal requirements to carry out the contract effectively.

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

xv) Bidders / Service Providers 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 (if applicable).

2.1.5. Cost of Bidding

i) The Bidders shall bear all costs associated with the preparation and submission of its Bid, and the Procuring Agency will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the Bidding process.

2.1.6. One person one bid

i) As per Rule 36A of Punjab Procurement Rules 2014, a Bidders shall submit only one Bid in the same bidding process, either individually as a Bidders or as a member in a joint venture or any similar arrangement.

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

iii) A Bidders / Service Providers, if acting in the capacity of sub-contractor in any Bid for this procurement, shall not be eligible to submit its bid for the same.

2.1.7. Work Plan/ Deputation Plan

i) The Bidders 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 / Service Providers (ITB)
(c) Technical Specifications
(d) Bid Data Sheet
(e) General Conditions of Contract (GCC)
(f) Special Conditions of Contract (SCC)
(g) Schedule of Requirements
(h) Bid Form
(i) Bidders 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 Bidders 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 responsive to the Bidding documents in every respect will be at the Bidders / Service Providers / Service Provider'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, if not in conflict with any provision of PPR-14, will take precedence.

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

2.2.2. Clarification of Bidding Documents

i) A prospective Bidders 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 / Service Providers that have received the Bidding documents.

ii) A prospective Bidders 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 / Service Providers 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 Bidders / Service Providers /designated representative is invited at the Bidders cost to attend a pre-Bid meeting at the place, date and time mentioned **in the BDS**. During this pre-Bid meeting, prospective Bidders / Service Providers 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 / Service Providers, 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 / Service Providers who have obtained the Bidding Documents and by uploading same on the website of the procuring agency. 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 Bidders / Service Providers.

2.2.3. Amendment of Bidding Documents

i) At any time prior to 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 Bidders / Service Providers 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, and on equal opportunity basis as per Rule-25(3) of PPR-14.

ii) All prospective Bidders / Service Providers 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 Bidders 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 / Service Providers reasonable time in which to take an addendum into account in preparing their Bids, the Procuring Agency, at its discretion, may extend the deadline for the submission of Bids, as per rule 29 of PPR-14, in the manner similar to the original advertisements, so as to avoid any inconvenience and to doubly ensure level playing field for all prospective Bidders / Service Providers.

2.3. Preparation of Bids

2.3.1. Language of Bid

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

2.3.2. Bid Form

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

2.3.3. Bid Prices

i) The Bidders shall indicate on form 8.10 the unit prices (where applicable) and total Bid price of the services it proposes to provide under the contract.

ii) Prices indicated on the Price Schedule shall be item wise/ package wise as given in the relevant section.

iii) The Bidders / Service Providers 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 Bidders shall be fixed during the Bidders / Service Providers / Service Provider'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 / Service Providers must adhere to the minimum wage rate (notified by Labour & Human Resource Department) and all applicable taxes (imposed by FBR/PRA/any other government organization) while preparing financial bid.

2.3.5. Documents Establishing Bidders / Service Providers Eligibility and Qualification

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

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

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

(a) that the Bidders / Service Providers has the all such financial, technical capability necessary to perform the contract;

(b) that the Bidders meets the qualification criteria listed in the Bid Data Sheet.

2.3.7. Bid Security

i) The Bidders 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 Bidders / Service Providers / Service Provider's conduct, which would warrant the security's forfeiture Pursuant to ITB Clause 2.3.6. (vii).

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

(a) Bank Guarantee, Bank call-deposit (CDR), as prescribed in the bid data sheet.

iv) Any Bid not secured in accordance with ITB Clauses 2.3.7 (i) and (ii) may be rejected by the Procuring Agency as non-responsive.

v) Unsuccessful Bidders / Service Providers' Bid security will be discharged or returned as promptly as possible but not later than Fifteen (15) days after the expiration of the period of Bid validity prescribed by the Procuring Agency pursuant to ITB Clause 2.3.7 (iii) or along with unopened financial proposal as per rule 38(2)(a)(vii) of PPR-14, which shall take precedence, and is as under:

vi) The successful Bidders/ Service Provider's Bid security will be discharged upon the Bidders 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 shall be forfeited:

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

b. In the case of a successful Bidders, if the Bidders / Service Providers:

i. Fails to sign the contract in accordance with ITB Clause 2.6.3; **or**

ii. Fails to furnish Performance Guarantee in accordance with ITB Clause 2.6.2; or

iii. is blacklisted under relevant provisions of PPRA Act, 2009 and PPR-14.

2.3.8. 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 Bidders / Service Providers consent to an extension of the period of validity (as per rule-28 of PPR-14). The request and the responses thereto shall be made in writing (or by email). The Bid security provided under ITB Clause 2.3.7 shall also be suitably extended. A Bidders may refuse the request without forfeiting its Bid security. A Bidders accepting the request will not be required nor permitted to modify its Bid.

2.3.9. Format and Signing of Bid

i) The Bidders shall prepare an original and the number of copies of the Bid indicated in the Bid Data Sheet, clearly marking each "ORIGINAL BID" and "COPY OF BID," as appropriate. In the event of any discrepancy between them, the original shall prevail.

ii) The Bidders shall authorize a person/ persons for signing, submission and further correspondence with Procuring Agency on behalf of Bidders / Service Providers. Authority letter must be part of bid. However, in case of any issue Bidders shall be responsible for all consequences.

iii) The original and the copy or copies of the Bid shall be typed or written in indelible ink and shall be signed by the Bidders or a person duly authorized to bind the Bidders to the contract. All pages of the Bid, shall be signed and stamped by the authorized person.

iv) Any interlineation, erasures, or overwriting shall be valid only if the authorized person for signing the Bid initials them.

v) The original Bid shall be typed or written in indelible ink and shall be signed by the Bidders or a person duly authorized to sign on behalf of the Bidders / Service Providers. 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 including bank statement, audited reports etc., shall be signed and stamped by the authorized person.

vi) Any interlineations, erasures, or overwriting shall be valid only if they are signed by the person or persons signing the Bidders / Service Providers.

vii) The Bidders / Service Providers 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 Bidders is awarded the contract.

2.3.9. Minimum Wage rates/all applicable taxes

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

2.4. Submission of Bids

2.4.1 Sealing and Marking of Bids

i) The Bids shall be submitted through **E-Pads Portal i.e., (https://ep.punjab.gov.pk)** as mentioned in the bid data sheet.

2.4.2 Deadline for Submission of Bids

i) Bids must be uploaded on **E-Pads Portal i.e., (https://ep.punjab.gov.pk)** as mentioned in the in the Bid Data Sheet.

ii) The Procuring Agency may, at its discretion and as per rule 29 of PPR-14, extend this deadline for the submission of Bids by amending the Bidding documents in accordance with ITB Clause 2.2.2 & 2.2.3 in which case all rights and obligations of the Procuring Agency and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

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) **E-Pads Portal i.e., (https://ep.punjab.gov.pk)** does not allow late submission of the bid after the deadline for submission of bids.

2.4.4. Modification and Withdrawal of Bids

i) The Bidders / Service Providers 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 Bidders / Service Providers 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 Bidders / Service

Providers on the Bid Form. Withdrawal of a Bid during this interval may result in the Bidders / Service Providers forfeiture of its Bid security (along with other remedies available under PPR-14), pursuant to the ITB Clause 2.3.8 (vii).

v) A Bidders / Service Providers 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 / Service Providers 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 / Service Providers 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 Bidders / Service Providers. 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 Bidders / Service Providers unopened. No envelope shall be substituted unless the corresponding Substitution Notice contains a valid authorization to request the substitution and is read out and recorded at bid opening.

iv) Next, outer envelopes marked "MODIFICATION" shall be opened. No Technical Proposal and/or Financial Proposal shall be modified unless the corresponding Modification Notice contains a valid authorization to request the modification and is read out and recorded at the opening of the Bids. Any Modification shall be read out along with the Original Bid except in case of Single Stage Two Envelope Procedure where only the Technical Proposal, both Original as well as Modification, are to be opened, read out, and recorded at the opening. Financial Proposal,

both Original and Modification, will remain unopened till the prescribed financial bid opening date.

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

vi) In case of Single Stage Two Envelope Procedure, the Procuring Agency will open the Technical Proposals in public at the address, date and time specified in the **BDS** in the presence of Bidders / Service Providers ` designated representatives who choose to attend and other parties with a legitimate interest in the Bid proceedings. The Financial Proposals will remain unopened and will be held in custody of the Procuring Agency until the specified time of their opening.

vii) The envelopes holding the Technical Proposals shall be opened one at a time, and the following read out and recorded: (a) the name of the Bidders / Service Providers; (b) the presence of a Bid Security, if required; and (c) Any other details as the Procuring Agency may consider appropriate.

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

ix) Bidders / Service Providers 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 Bidders / Service Providers representative shall indemnify the Procuring Agency against any claim or failure to read out the correct information contained in the Bidders / Service Providers Bid.

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

xi) The Procuring Agency shall prepare minutes of the Bid opening. The record of the Bid opening shall include, as a

minimum: the name of the Bidders and whether or not there is a withdrawal, substitution or modification, the Bid price if applicable.

xii) The Bidders / Service Providers' representatives who are present shall be requested to sign on the attendance sheet. The omission of a Bidders / Service Providers signature on the record shall not invalidate the contents and affect the record.

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

2.5.2. Confidentiality

i) Information relating to the examination, clarification, evaluation and comparison of Bids and recommendation of contract award shall not be disclosed to Bidders / Service Providers or any other persons not officially concerned with such process until the time of the announcement of the respective evaluation report in accordance with the requirements of rule 37 of PPR-14.

ii) Any effort by a Bidders 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 Bidders wishes to contact the Procuring Agency on any matter related to the Bidding process, it should do so in writing or in electronic forms that provides record of the content of communication.

2.5.3. Clarification of Bids

i) As per rule 33(2) of PPR-14, to assist in the examination, evaluation and comparison of Bids and post-qualification of the Bidders / Service Providers, the Procuring Agency may, at its discretion, ask any Bidders for a clarification of its Bid including breakdown of prices to determine its reasonability. Any clarification submitted by a Bidders that is not in response to a request by the Procuring Agency shall not be considered. Moreover, Procuring Agency may at any stage ask any clarification from the Bidders about its/ their previous conduct in a contract (s), any penalty, successful completion of the contract (s) details about the status of the Bidders and in case the Bidders refuse to provide such documents/record, the procuring agency may reject its/their bid in addition to forfeiting its/their bid security.

ii) The request for clarification and the response shall be in writing or in electronic forms that provide record of the content of communication. In case of Single Stage Two Envelope Procedure, no change in the prices or substance

of the Bid shall be sought, offered, or permitted. Whereas in case of Single Stage One Envelope Procedure, only the correction of arithmetic errors discovered by the Procuring Agency in the evaluation of Bids should be sought in accordance with ITB Clause 2.5.6.

iii) The alteration or modification in The Bid which in any way affect the following parameters will be considered as a change in the substance of a bid:

a) Evaluation & qualification criteria;
b) Required scope of services and related material;
c) All securities requirements;
d) Tax requirements;
e) Terms and conditions of bidding documents.
f) Change in the ranking of the Bidders / Service Providers

iv) From the time of Bid opening to the time of Contract award if any Bidders 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 after recommendation of notified committee by Procuring Agency 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 Supplier 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 responsiveness of each Bid to the Bidding documents, pursuant to ITB Clause 2.5.5. For purposes of these Clauses, a 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 2.3.8), **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 responsive, it will be rejected by the Procuring Agency and may not subsequently be made responsive by the Bidders 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** and **ITB 2.1.4**;
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 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 the Bidders have accepted all terms and conditions specified in the GCC and the SCC without any material deviation or reservation.

ii) The Procuring Agency/ Technical Evaluation Committee 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/ Technical Evaluation Committee 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 Procuring Agency / Technical Evaluation Committee / Financial Evaluation Committee adjust the amount stated in the Bid will, in accordance with the above procedure for the correction of errors. The concurrence of the Bidders shall be considered as binding upon the Bidders / Service Providers. If the Bidders does not accept the corrected amount, its Bid will then be rejected, and the Bid Security may be forfeited or the Bid Securing Declaration may be executed in accordance with **ITB 2.3.7.**

2.5.7. Conversion to Single Currency

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

For the purposes of comparison of bids quoted in different currencies, the price shall be converted into a single currency specified in the bidding documents. The rate of exchange shall be the selling rate, prevailing on the date of opening of bids specified in the bidding documents, as notified by the State Bank of Pakistan on that day, in case of holiday in State Bank of Pakistan on the day of opening financial bids, then previous working day's ex-change rates will prevail.

2.5.8. Post-Qualification & Evaluation of Bids

i) In the absence of **prequalification**, the Procuring Agency will determine to its satisfaction whether the Bidders 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 Bidders / Service Providers financial, technical, and production/ supplying capabilities. It will be based upon an examination of the documentary evidence of the Bidders / Service Providers qualifications submitted by the Bidders

/ Service Providers, pursuant to ITB Clause 2.3.6, 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/ Technical Evaluation Committee will **technically evaluate** and compare the Bids, which have been determined to be responsive, pursuant to ITB Clause 2.5.5, as per Technical Specifications required.

iv) The **financial evaluation** of a Bid will be based on form of Price Schedules/ Financial Bid Form 8.10.

2.5.9. Contacting the Procuring Agency

i) Subject to ITB Clause 2.5.3, no Bidders 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 Bidders 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 Bidders to influence the Procuring Agency during Bid evaluation, or Bid comparison may result in the rejection of the Bidders / Service Providers Bid.

2.5.10. Grievance Redressal

i) As per Rule-67 of PPR-14, Procuring Agency shall constitute a Grievance Redressed Committee (GRC) comprising of odd number of persons with proper powers and authorization to address the complaints. The GRC shall not have any of the members of the Procurement Evaluation Committee. The Committee may preferably have one subject specialist depending upon the nature of the procurement in addition to one person with legal background as per their availability to the Procuring Agency.

ii) Any Bidders 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 procurement laws, and the same shall be addressed by the Procuring Agency well before the proposal submission deadline.

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

iv) Any Bidders feeling aggrieved by any act of the Procuring Agency after the submission of its Bid in case of a single stage single envelope may lodge a written complaint

concerning his grievances not later than ten days after the announcement of the Final evaluation reports. In case of single stage two envelope, bidding procedure any Bidders feeling aggrieved from technical evaluation it/ they may file a grievance/ complaint within five (05) days of announcement of the technical evaluation report by the Procuring Agency. However, the Procuring Agency after completion of the technical evaluation process, shall immediately upload the technical evaluation report on the website of PPRA and Procuring Agency for obtaining/ receiving grievance petitions from the prospective Bidders / Service Providers (if any).

v) In case, the complaint/grievance is filed after the issuance of the final evaluation report, the Bidders / Service Providers /complainant cannot raise any objection on technical evaluation of the report. If the complainant may raise the objection on any part of the final evaluation report in case where single stage one envelop bidding procedure is adopted.

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 Bidders in writing by registered letter and 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 Bidders / Service Providers furnishing of the Performance Guarantee pursuant to ITB Clause 2.6.2 (i), the Procuring Agency will promptly notify each unsuccessful Bidders and will discharge its Bid security, pursuant to ITB Clause 2.3.7 (v).

2.6.2. Performance Guarantee

i) Within Seven (07) days of the receipt of notification of award from the Procuring Agency, the successful Bidders 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 Bidders to comply with the requirement of ITB Clause (i) above or ITB Clause 2.6.3 shall constitute sufficient grounds for the annulment of

the award and forfeiture of the Bid security along with other remedies available under PPR-14. After that, the Procuring Agency may decide to award the contract to the next lowest evaluated Bidders / Service Providers / Service Providers, keeping in view the Bid validity time, or call for new Bids keeping in view the concept of value for money as defined under rule-2(ae) read with Principles of Procurement as enunciated in rule-4 of PPR-14.

2.6.3. Signing of Contract/ Issuance of Work Order

1. At the same time as the Procuring Agency notifies the successful Bidders that its Bid has been accepted, the Procuring Agency will send the Bidders the Contract Form provided in the Bidding documents, incorporating all agreements between the parties or will issue the purchase order *[as the case may be]*.

2. Under rule-63 of PPR-14, where the Procuring Agency requires formal signing of contract, within seven (07) days of receipt of the Contract Form, the successful Bidders shall sign and mention date of the contract and return it to the Procuring Agency.

3. Where no such formal signing is required by the procuring agency, the procuring agency shall issue work order after the receipt of required performance guarantee, as per rule 55 of PPR-14.

2.6.4. Award Criteria

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

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

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

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

i) As per rule 35 of PPR-14, the Procuring Agency reserves the right to accept or reject all Bids or proposals (and to annul the Bidding process) at any time prior to the acceptance of any Bid or proposal, without thereby incurring any liability towards the Bidders / Service Providers.

ii) The Bidders / Service Providers shall be promptly informed about the rejection of the Bids, if any

iii) The Procuring Agency shall upon request communicate to any Bidders / Service Providers the grounds for its

rejection of all Bids or proposals, but shall not be required to justify those grounds.

2.6.7. Re-Bidding

i) If the Procuring Agency rejects all the Bids under rule 35, it may proceed with the process of fresh Bidding but before doing that it shall assess the reasons for rejection and may, if necessary, revise specifications, evaluation criteria or any other condition for Bidders / Service Providers.

2.6.8. Corrupt or Fraudulent Practices

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

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

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

i. Coercive practice by impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party;

ii. Collusive practice by arrangement between two or more parties to the procurement process or Contract execution, designed to achieve with or without the knowledge of the procuring agency to establish prices at artificial, noncompetitive levels for any wrongful gain;

iii. Offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain;

iv. Any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;

v. Obstructive practice by harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the

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

vi. Moreover, if the Bidders has concealed any material evidence like fine, penalty, imposing of LD, forfeiting the bid security/performance guarantee or displeasure notification, letter from any Procuring Agency or entity, his bid may be re-evaluated/ rejected.

ii) Blacklisting & Debarment:

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

Section-III. Scope of Work

Sr.#	Description of services
1.	**Bulk SMS Services 24/7;** • Both one-way and 2-way SMS. • SMS send/receive via PSCA allocated short code. • Static IP gateway is required. • Required service needs to be HTTP API/SDK based. • E-Challan SMS • OTP (Public Safety & Women Safety Apps) **Note:** **T**= Total SMS sent in a month **F**= Number of Fake/Spam SMS **C=** Cost per SMS **R=** Fake/Spam messages ratio (F/T*100) **Threshold= 0.1%** If **R<=0.1%**, no liquidated damages are payable. If **R> 0.1%**, liquidated damages shall be calculated as follows: - **Liquidated Damages (LD)= 4*F*C** The operator shall ensure that SMS traffic transmitted through its network on behalf of PSCA is free from fake, fraudulent, spam, or otherwise unauthorized messages. For each billing period, the percentage of fake SMS shall be calculated as follows: - **Fake Message Rate = (Number of fake/spam SMS/Total SMS sent) *100** It will solely be the contractor's responsibility to take up the fake/Spam SMS issue with the regulatory bodies or commercial mobile operators (CMOs) for resolution and share the root cause analysis (RCA) with PSCA within seven (07) business days. Failure in compliance may lead to the termination of the contract.

Note:

1. SMS shall be send/receive via allocated PSCA short code.
2. Static IP gateway will be provided of bulk SMS services.
3. Service availability will be 99.5%
4. SMS send/receive via allocated short code (PSCA).
5. PSCA reserves the right to change the quantities or cancel the bid at any point of time.

6. Initially the duration of Contract is for **One** (**01 year)**, which is further extendable on mutual consent of the parties on the same terms & conditions agreed at the of signing of contract.
7. The proposed estimated quantity of the SMS is **35,000,000** for healthy open competition, however payment shall be made **as per actual usage**. The actual quantity of SMS may be increased or decreased during execution of the contract as per the actual requirements. The proposed estimated quantity of SMS is provided for reference only. The contract shall be signed on **unit rate** and shall be valid for one year and extended period [if extended].
8. Where any brand / name/ reference no. or any other such inference is given in the specification, the word **"or equivalent"** shall be considered.
9. The successful bidder / contractor/supplier shall be bound to provide the services as per requirement/specification or any alteration in case of demand by the client at any stage.
10. The Client/PSCA reserves the right to change/increase or decrease in the quantities or numbers or items / or Lot(s) if applicable- or specification and quantities or cancel the bid/tender at any point of time without violating any laws.
11. PSCA has right to call and inspect the sample(s) during tender process or / and after award of contract i.e. before actual delivery of item(s) and / or may send them/it for test from any lab at PSCA's requirement at the cost of the bidder/Contractor. In case the provided samples not found as per specification/ PSCA Specification, it shall not be accepted.

Section-IV

4.1. Bid Data Sheet

The following specific data for the required services shall complement, supplement, or amend under the provisions provided in the Instructions to Bidders / Service Providers (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

BDS Clause Number	ITB Number	Amendments of, and Supplements to, Clauses in the Instruction to Bidders / Service Providers
1.	**2.1.1**	**Name of the Procuring Agency: PUNJAB SAFE CITIES AUTHORITY (PSCA)**
		Name of Tender**: PROCUREMENT OF BULK SMS SERVICES FOR PSCA**
2.	**2.1.3**	The Invitation to Bids is open to all suppliers i.e. association of firms (AOP)/Partnership/companies/sole proprietor/ general order suppliers/ JVs, registered with relevant Registration Authorities and Tax Departments/ Authorities (Income Tax, Sales Tax & Punjab Sales Tax etc.)
3.	**2.1.2**	**Financial year: 2026-2027** **Name and identification number of the Contract: Tender No: PSCA/06/18th September/26-27**
4.	**2.2.2**	For clarification purposes, the Employer's address is ***PSCA – Qurban Police Lines, Lahore. Phone #: 042-99051605-7*** and **Email**: *procurement@psca.gop.pk* or through https://ep.punjab.gov.pk/ Requests for clarification shall be received by the PSCA **seven (07) calendar days** before to the closing date the bids.
5.	**2.3.9**	**SINGLE STAGE ONE ENVELOPE** **ONE ORIGINAL ONLY Technical & Financial Bid** **Note:** Hard copy of the bid is not required.
6.	**2.3.1**	Language of the bid – **English**
7.	**2.3.4**	The price quoted against bid (lot- if applicable) shall be delivered duty paid (DDP) at the desired locations in accordance with the Schedule of Requirements including all payment taxes.
8.	**2.3.4**	The price shall be in **Pak Rupees (including all taxes)** and shall be **fixed**. The taxes notified by the government may be adjusted only as per rules if, applicable.
9.		The quoted Financial rate for the tender shall remain valid for the entire Contract period/extended contract period.
10.		**EVALUATION CRITERIA:** **Eligibility Criteria: (Mandatory Requirements):**

The Bidders has to fulfil all mandatory requirements detailed below, in order to **Technically Qualify** for financial proposal.

The bidder will be declared lowest evaluated bidder if;

- Fulfill all mandatory requirements
- Financially lowest evaluated bidder

The interested Bidders / Service Providers /Contractor has to provide documentary evidence(s) (signed & stamped) against the below mentioned requirements (signed & stamped):

Table 9: Mandatory Requirements

Sr.#	Description	Yes/No
1.	**Legal Status of the bidder(s) [Signed & stamped] i.e.,** ▪ In case of **Company** registered under SECP or Registrar of Firms, Incorporation Certificate (showing its location and the date of registration), ▪ In case of **Partnership Firm**, Partnership Deed and/or Form C/D (whichever is applicable). ▪ In case of **Sole Proprietorship** Affidavit/undertaking on official letter head	
2.	Copy of Valid Income Tax Registration (NTN)[1] [signed & stamped]	
3.	Copy of Valid General Sales Tax/Punjab Sales Tax (GST/PST)[2] [signed & stamped]	
4.	Copy of Valid Professional Tax Certificate FY 2026-2027 (signed & stamped) ***Note:*** *If the bidder is applied for renewal of Professional Tax Certificate FY 2026-2027 then copy of challan and Professional Tax certificate FY 2025-2026 must be attached.*	
5.	Copy of Bid Security must be attached with the bid. The original bid security is required at the time of bid opening [if applicable]	
6.	Affidavit **[Form 8.6]** on non-Judicial stamp paper of PKR. 100/-.	
7.	The bidder must be a commercial telecom operator	

Note: The Bidder has to pass the **Mandatory Requirements** to be eligible for Further process of **Evaluation**. Please note that the bidder will not be evaluated further if it could not qualify the **mandatory eligibility criteria**.

11.	**2.2.2**	**Bid shall be submitted through:** https://ep.punjab.gov.pk/

[1] The bidder must be active Taxpayer/Filer in relevant tax Authority (FBR)
[2] The bidder must be active Taxpayer/Filer in relevant tax Authority (FBR & PRA)

		Punjab safe Cities Authority (PSCA) – Qurban Police Lines, Lahore. Phone #: 042-99051605-7 and Email: procurement@psca.gop.pk
12.	**2.4.2**	Deadline for **Bid Submission: October 06, 2026** no later than **1100 Hours**
13.	**2.5.1**	**Time, Date, and Place** for **Bid Opening: October 06, 2026** at **1130 Hours** PSCA Office. However, in case of said bid opening/ closing date, the office is closed due to public holiday etc. the next working day shall be considered as the bid opening date and there would be no change in the time as provided above.
14.	**2.6.2**	**Amount of Performance Guarantee is** = **05%** of the Awarded Contract Value. **Performance Guarantee** shall be in the form of Call Deposit Receipt (CDR) or Bank Guarantee in favor of "Chief Operating Officer Punjab Safe Cities Authority", Account# PK07BPUN-6580045845500064 (Bank of Punjab)
15.	**2.3.8**	**Amount of Bid Security:** **Bid Security:** PKR 1,000,000/- The required bid security is not more than 5% of the estimated cost against each lot in accordance with the Punjab Procuring Rules 2014. **Estimated Cost: PKR 87,500,000/-** (Inclusive of all applicable taxes). Bids shall be in the prescribed format, sealed and accompanied by the Bid Security in the form of Call Deposit Receipt (CDR) or Bank Guarantee in favor of **"Chief Operating Officer Punjab Safe Cities Authority", Account# PK07BPUN-6580045845500064 (Bank of Punjab)** having NTN: 7129125-0 having its **validity 180 days** from the date of opening of bid that shall be **annexed with the technical proposal (bid).**
16.	**2.3.9**	**Bid Validity Period: 180 days** after the date of opening of bids/ extendable period**.**
17.		The Contract shall be signed for a period of **One (01) Year** and is extendable with mutual consent of the both parties.
18.		**Payment Mechanism**: Payment shall be made against monthly/quarterly invoice and satisfactory note issued by PSCA/Unit head/Focal person on behalf of PSCA on the availability of the funds.

Bid Evaluation
Criteria for bid evaluation **Lowest Evaluated Bid Price (Cumulative Bid Price)** offered by the technically qualified/ responsive Bidders / Service Providers Contractor inclusive of all taxes if otherwise not provided.

Contract Award
The Bidders / Service Providers who offered **Lowest Evaluated Bid (Cumulative Bid Price)** as per requirement of these documents, may be called for the signing of the contract. The percentage for quantity/number increase or decrease may be reviewed as per the requirement of PSCA at the time of signing of contract keeping in view the parameter of applicable laws/rules.
G. Award of Contract The Contract shall be signed for a period of **One (01) Year** and is extendable with mutual consent of the both parties.
Note: The submission of a bid, along with the bidding documents, shall be considered as the bidder's agreement to all terms and conditions outlined in the bidding document.

Note:

1. *The evaluation shall be carried out on the basis documents submitted through Punjab E-Procurement portal https://ep.punjab.gov.pk.*

2. *Documents submitted through other than Punjab e-procurement portal (https://ep.punjab.gov.pk) shall not be accepted.*

3. *PSCA may sort clarifications of already submitted documents.*

4. *The bidders are advised to read the documents carefully and upload the bid on Punjab e-procurement portal (https://ep.punjab.gov.pk) after completing all required documents.*

5. *PSCA has right to delete / add / review / any terms and condition or item / quantity or scope of work at its own level at any time in accordance with applicable laws and call/require the sample(s) offered by the Bidders / Service Providers(s) for its inspection and confirmation at any time.*

Section-V: General Conditions of Contract

1. Definitions

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

a. "Applicable Laws/ Rules" means the laws/ Rules of Islamic Republic of Pakistan/Punjab, as they may be issued and enforced from time to time.

b. "Authority" means Punjab Safe Cities Authority, Lahore

c. "Bidders / Service Providers" means who accept all the terms & conditions of these bidding documents and submit its bid and participate as a competitor in the process of this procurement

d. "Bid" means a tender or an offer, in response to this invitation by a person, consultant, firm, company or an organization, consortium/ joint venture (if allowed) expressing his or its willingness to undertake to complete this project/ procurement/ task at a price decided between the parties accordingly.

e. "Bid Security" means the bank guarantee or other form of security submitted by a Bidders together with a bid to secure the obligations of the Bidders participating in a bidding proceedings

f. "Blacklisting" means debarring the Bidders / Service Providers / Contractor to participate in any procurement process on any ground provided in the document and uploaded its status on PPRA website or any other procurement site of the country/ world as blacklisted.

g. "Committee" means any committee notified by the procuring agency for opening, technical or financial evaluation of the bids may be received in this procurement process and any other type of Committee.

h. "Conflict of Interest" means

i. where a Bidders / Service Providers /Contractor could be perceived as providing biased professional advice to a procuring agency to obtain an undue benefit for himself or those affiliated with him;

ii. receiving or giving any remuneration directly or indirectly in connection with the assignment except as providing in the contract;

iii. any engagement in consulting or other procurement activities of a Contractor that conflicts with his role or relationship with the procuring agency;

iv. where an official of procuring agency engaged in the procurement process has a financial or economic interest in the outcome of the process of procurement, in a direct or an indirect

i. "Contract" means the agreement entered into between the PSCA and the Contractor/Contractor, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

j. "Contract Price" means the price payable to the Contractor under the Contract for the full and proper performance of its contractual obligations.

k. "Competent Authority" means the officer(s) empowered to approve the bidding process and the contract on behalf of PSCA.

l. "Company" means a company registered or deemed to be register under companies Act, 2018 or under any other authority or foreign company registered in Pakistan.

m. "Contractor" means a legally established professional firm/ company/ or entity that may provide(s) the goods or services to the client under the contract

n. "Corrupt & Fraudulent Practices" includes the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official or the supplier or contractor in the procurement process or in contract execution to the detriment of the procuring agencies; or misrepresentation of facts in order to influence a procurement process or the execution of a contract, collusive practices among Bidders / Service Providers (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the procuring agencies of the benefits of free and open competition and any request for, or solicitation of anything of value by any public official in the course of the exercise of his duty. ; it may include any of the following:

i. Coercive practice by impairing or harming or threatening to impair or harm, directly or indirectly, any party or property of the party to influence the action of the party to achieve a wrongful gain or to cause a wrongful loss to another party;

ii. Collusive practice by arrangement between two or more parties to the procurement process or contract execution, designed to achieve with or without the knowledge of the procuring agency to establish prices at artificial, noncompetitive levels for any wrongful gain;
iii. Offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain;
iv. Any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to misleads, a party to obtain a financial or other benefit or to avoid an obligation;
v. Obstructive practice by harming or threatening to harm, directly or indirectly, person or their property to influence their participation in a procurement process, or affect the execution of a contract or deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements before investigators in order to materially impede an investigation or making false statements before investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or acts intended to materially impede the exercise of inspection and audit process;

o. "Day" means calendar day and "Year" means calendar year if otherwise not provided.

p. "Employer/Client" means the PSCA that signs the contract for the services/goods with the selected/qualified Contractor.

q. "Firm" means a firm register or deemed to be register with the office of registrar.

r. '**framework contract'** means a contract whereby the procurement is made for a certain volume or quantity of a particular good, a set of goods, services or works over a

specific period against an agreed sum or rate per item or lump sum.] in accordance with Clause 2 (1) {sa} of PPR-14.

s. Framework contract.- (1) A procuring agency may procure goods, services or works through framework contract in order to ensure uniformity in the procurement], under clause 15 of PPR-14 read with 'r' above.

t. "GCC" means the General Conditions of Contract contained in this section.

u. "Goods" means required goods as mentioned in Technical Specifications or any other related item, material or goods required under the contract.

v. "Joint Venture"; means a contractual business undertaking between two or more persons/ firms/ companies.

w. "Lot" means a collection or group of objects, items, things, desirables, works, services, or set of things required by procuring agency through this process of procurement/ bidding documents and evaluated (technically & financially) separately as per the prescribed evaluation criteria.

x. "Performance Guarantee" means the bank guarantee or other form of security submitted by the contractor to secure obligations under the contract in accordance with the requirement in the bidding document

y. "Province" means as specified in SCC.

z. 'repeat orders' means procurement of the same commodity from the same source; under clause 2(1)-z of PPR-14

aa. repeat orders not exceeding fifteen percent of the original procurement; addition to 'z' above, under clause 59-c-iv of PPR-14

bb. "SCC" means the Special Conditions of Contract.

cc. "Supplier" means a legally established professional firm/ company/ or entity that may provide/provides the goods or services to the client under the contract and further elaborated in SCC.

dd. "Services" means the work to be performed by the firm/company or entity pursuant to the contract.

ee. "PPRA Rules means the Punjab Procurement Rules 2014 amended to date or any other instructions of the Government relating to the procurement process.

ff. "Procuring Agency" means the organization hiring the services as further elaborated in SCC.

gg. "The Project Site," where applicable, means the place or places named in SCC or directed by the PSCA.

hh. "Working Day" mean day when office is not closed due to any public notified holiday

ii. "Work" means all such work required or may be required by PSCA through this process of Procurement/Contract.

2. Application

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

3. Country of Origin

[where applicable]

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

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

4. Standards

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

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

5.1. The Contractor shall not, without the Procuring Agency's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring Agency in connection therewith, to any person other than a person employed by the Contractor 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 Contractor 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 Contractor's performance under the Contract if so required by the Procuring Agency.

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

6. Performance Guarantee

6.1. Within seven (07) days of receipt of the notification of Contract award, the successful Bidders shall furnish to the Procuring Agency the Performance Guarantee in the amount specified in SCC/Bid Data Sheet & clause 2.6.2 of ITB.

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

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

(a) a bank guarantee issued by a reputable bank located in the Procuring Agency's country, in the form provided in the Bidding documents; or

(b) a Bank Guarantee, Bank call-deposit (CDR),

6.4. The performance guarantee will be discharged by the Procuring Agency and returned to the Contractor not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in SCC.

7. Incidental Services & 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 Contractor under this Contract shall be specified in SCC.

8.2. The Contractor's request(s) for payment shall be made to the Procuring Agency in writing, accompanied by an invoice describing, as appropriate, the] Services performed, and by documents submitted pursuant to GCC Clause 10, and upon fulfillment of other obligations stipulated in the Contract.

8.3. As per rule-62 of PPR-14, payments shall be made promptly by the Procuring Agency, but in no case later than thirty (30) days after submission of an invoice or claim by the Contractor, provided the work is satisfactory subject to availability of funds.

8.4. The currency of payment is PKR.

9. Prices

9.1. Prices charged by the Contractor for Services performed under the Contract shall not vary from the prices quoted by the Contractor in its Bid, with the exception of any price adjustments authorized in SCC.

10. Change Orders

10.1. The Procuring Agency may at any time, by a written order given to the Contractor pursuant to GCC Clause 23, 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 Contractor's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Procuring Agency's change order. But, in no case, the overall impact of the change should exceed 15% of the contract cost and no provisions of PPR-14 should be violated.

11. Contract Amendments

11.1. Subject to GCC Clause 10, no variation in or modification of the terms of the Contract shall be made except by the mutual consent through written amendment signed by the parties

12. Assignment

12.1. The Contractor 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 Contractor's Performance

14.1. Performance of Services shall be made by the Contractor in accordance with the time schedule of Requirements/ /Work Plan/ Deputation Plan prescribed by the Procuring Agency in the Schedule of Requirements.

14.2. If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier 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 Supplier's notice, the Procuring Agency shall evaluate the situation and may at its discretion extend the Supplier'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 Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 15, unless an extension of time is agreed upon pursuant to GCC Clause 14.2 without the imposition of liquidated damages.

15. Liquidated Damages

15.1. Subject to GCC Clause 9, if the Contractor fails to deliver any or all of the Goods or to perform the Services 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 Contractor, may terminate this Contract in whole or in part:

(a) if the Contractor fails to deliver any or all of the services within the period(s) specified in the Contract, or within

any extension thereof granted by the Procuring Agency pursuant to GCC Clause 14;

(b) if the Contractor fails to perform any other obligation(s) under the Contract; or

(b) if the Contractor, in the judgment of the Procuring Agency has engaged in corrupt practices in competing for or in executing the Contract. For the purpose of this clause, corrupt practices will be defined as per Section-2 (d) of The PPRA Act, 2009.

"Corrupt practices" in respect of procurement process, shall be as given in S-2 (d) of PPRA, Act, 2009:
(d) "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official, Bidders or Contractor in the procurement process or in Contract execution to the detriment of the procuring agency; or misrepresentation of facts in order to influence a procurement process or the execution of a Contract, collusive practices among Bidders / Service Providers (prior to or after bid submission) designed to establish bid prices at artificial, noncompetitive levels and to deprive the procuring agency of the benefits of free and open competition and any request for, or solicitation of anything of value by any public official in the course of the exercise of his duty; it may include any of the following:

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

investigation or making false statements before investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or acts intended to materially impede the exercise of inspection and audit process

16.2. In the event the Procuring Agency terminates the Contract in whole or in part, pursuant to GCC Clause 16.1 or any other clause, 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 Supplier shall be liable to the Procuring Agency for any excess costs for such similar Goods or Services. However, the Supplier 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 Supplier 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 Supplier and not involving the Supplier'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 Supplier, may agree to exclude certain widespread conditions e.g.: epidemics, pandemics, quarantine restrictions etc. from the purview of "Force Majeure".

17.3. If a Force Majeure situation arises, the Supplier 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 Supplier 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 Supplier if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier,

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 Supplier, 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 Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

19.2. The Goods that are complete and ready for shipment (if applicable) within thirty (30) days after the Supplier's receipt of notice of termination shall be accepted by the Procuring Agency on the Contract terms and prices. For the remaining Goods, 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 Supplier an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Supplier.

20. Resolution of Disputes

20.1. After signing the contract or issuance of purchase order, The Procuring Agency and the Supplier 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 Supplier have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms specified in SCC. These mechanisms may include, but are not restricted to, conciliation mediated by a third party, adjudication in an agreed and/or arbitration as per rule 68 of PPR-14 and in accordance with Arbitration Act-1940.

21. Governing Language

21.1. The Contract shall be written in the language specified in SCC. Subject to GCC Clause 30, the version of the Contract written in the specified language shall govern its interpretation. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.

22. Applicable Law

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

23. Notices

23.1. Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by any information technology mean for the time being in use and acceptable in ordinary course of business to the other party's address specified in SCC.

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

24. Taxes and Duties

24.1. Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods & Services to the Procuring Agency. In case of imposition of new taxes/duties or concession thereof after the deadlines for the submission of bids the effect thereof shall be discussed between the parties and shall be decided in accordance with applicable law by the Procuring Agency. However, in any case PSCA shall not liable or responsible for any type of tax it shall be deducted from the Contractor's payment/taxes/securities.

25. Extension in Contract period {where applicable)

25.1 Initially the contract will be for a period of **one-year** approximately. However, the same **may be extended** by the competent authority, on the satisfactory performance by the contractor for further, 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 (cc)—The Procuring Agency is: Punjab Safe Cities Authority

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

GCC 1.1 (z)—The Supplier is: After due process accordingly

2. Country's Origin (GCC Clause 3)

GCC 3.1 ---- The Procuring Agency's Country is: Pakistan.

3. Performance Guarantee (GCC Clause 6)

The designated amount of performance security (i.e**., 05% of the contract price**) in the shape of non-recourse, irrevocable and unconditional bank guarantee from scheduled bank of Pakistan/ having setup in Punjab on the prescribed format attached with the bidding document shall be submitted by the winner/ lowest evaluated Bidders / Service Providers to PSCA after issuing of the letter of acceptance with in seven (7) working days (in official hour). In case of fail to deposit the required performance security with in prescribed time/ extended time in writing, PSCA has the right to reject the bid of such Bidders / Service Providers and forfeit his bid security in addition to initiate other legal action against him. The performance security may be released after the completion of the satisfactory services as per the contract or as per the satisfaction of PSCA. In case of any kind of warranted goods/ services/ works provided/ done by the contractor, PSCA shall reserve the rights to call guarantee in shape of CDR/ bankers claque or bank guarantee etc. to the extent of such warranted goods/ works or services until the warrantee period from the contractor if the performance guarantee has been released or need to be returned.

The warranty period shall remain valid during the complete contract period.

Moreover, PSCA may ask the contractor for signing/ submission of indemnity bond at the time of releasing of performance guarantee to the contractor.

4. Incidental Materials (GCC Clause 7)

GCC 7.1—All incidental goods/materials and associated costs shall be responsibility of the Contractor.

5. Payment (GCC Clause 8)

(i) GCC 8.1—

1.1 The Payment shall be made to the Contractor against **actual usage of SMS** and submitted **invoice**. The payment shall be made after provision of satisfactory services and issuing of satisfactory certificate/ note by authorized person of PSCA.

1.2. The payment shall be made in Pakistani Rupees after deduction of all applicable taxes, through cheque in the name of the Second Party subject to the availability of the funds.

1.3. The Price specified in *the* ***price schedule*** is all-inclusive amount charged to PSCA. The Contractor shall be responsible for the payment of all taxes, duties, revised taxes/ duties/ levies and charges etc. assessed on it in connection with this Contract.

1.4. All incidental goods/materials and associated costs shall be responsibility of the Contractor.

1.5. PSCA shall be entitled, without derogating from any other right, to defer/stop all or any of its part payment of the Contract Value until the services have successfully completed, up to the satisfaction of the client as required.

6. Prices (GCC Clause 9)

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

7. Liquidated Damages (GCC Clause 15)

GCC 15.1—Applicable rate:

Maximum deduction *The maximum shall not exceed ten (10%) percent of the Contract Price after that Procuring Agency may proceed for the termination of contract along-with other remedies available under PPR-14.*

T= Total SMS sent in a month
F= Number of Fake/Spam SMS
C= Cost per SMS
R= Fake/Spam messages ratio (F/T*100)
Threshold= 0.1%
If **R<=0.1%**, no liquidated damages are payable.
If **R> 0.1%**, liquidated damages shall be calculated as follows: -

Liquidated Damages (LD)= 4*F*C

The operator shall ensure that SMS traffic transmitted through its network on behalf of PSCA is free from fake, fraudulent, spam, or otherwise unauthorized messages. For each billing period, the percentage of fake SMS shall be calculated as follows: -

Fake Message Rate = (Number of fake/spam SMS/Total SMS sent) *100

It will solely be the contractor's responsibility to take up the fake/Spam SMS issue with the regulatory bodies or commercial mobile operators (CMOs) for resolution and share the root cause analysis (RCA) with PSCA within seven (07) business days. Failure in compliance may lead to the termination of the contract.

8. Resolution of Disputes (GCC Clause 20)

GCC 20.2—The dispute resolution mechanism to be applied pursuant to GCC Clause 28.2 shall be as follows:

As per rule-68 of PPR-14, in the case of a dispute between the Procuring Agency and the Supplier, the dispute shall be referred for arbitration in accordance with the Arbitration Act 1940, if otherwise not settled accordingly.

9. Governing Language (GCC Clause 21)

GCC 21.1—The Governing Language shall be: English

10. 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):

11. Notices (GCC Clause 23)

GCC 23.1—Procuring Agency's address for notice purposes: Punjab Safe Cities Authority, Qurban Lines, Jail Road, Lahore.

—Service Provider's address for notice purposes:

Section-VII. Schedule of Requirements

7.1 Schedule of Requirements

Delivery Time Period
The contractor shall be required to provide the required SMS services 24-hour, 7-day (24/7) after signing of contract and as per requirements of PSCA.

Section-VIII
8.1 Bid Form

Date: _____
No: _____

To
[PUNJAB SAFE CITIES AUTHORITY]

Having examined the bidding documents including Addenda Nos. *[ ],* the receipt of which is hereby duly acknowledged and affirmed in to, we, the undersigned, offer to render *[Project Title]* in conformity with the said bidding documents for the sum of *[total bid amount in words and figures] against each bid (lot- if any)* 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, we ensure to provide the services in accordance with the delivery schedule specified in the Schedule of Requirements, and, prior to execution of the contract no right accrue.

If our Bid is accepted, we will obtain the **guarantee of a bank within 10% percent of the Contract Price** for the due performance of the Contract, in the form prescribed/ required by the PUNJAB SAFE CITIES AUTHORITY.

We agree to abide by this Bid for a period of 180 days from the date fixed for Bid opening or as required by PSCA under relevant clauses of the Instructions to Bidders / Service Providers, and it shall remain binding upon us and shall be accepted at any time before the expiration of that period.

We further affirmed that all the information/documents attached with the bidding document/bid are genuine/original/true copies and no document/information is fabricated or bogus.

Until a formal Contract is prepared, signed and executed, this Bid, together with the written acceptance thereof and notification of award, issued by PSCA (if any) shall constitute a binding Contract between us.

In any case of doubt and at any stage of procurement process or thereafter for the verification purpose the Punjab Safe Cities Authority (PSCA)has right to seek the clarification from the undersigned and call any document / record to authenticate/verification of the submitted document from undersigned or any institution. 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 agent	Amount and Currency	Purpose of Commission or gratuity
_____	_____	_____
_____	_____	_____
_____	_____	_____

(if none, state “none”)

We understand and no objection that PSCA is not bound to accept the lowest or any received bid and may cancel the process at any time.

Dated this _____ day of _____ 20_____.

_____ _____
[Signature] *[In the capacity of]*
Duly authorized to sign Bid for and on behalf of _____

8.2 Undertaking

I _____ S/O _____ CNIC #_____ resident of _____ on behalf of (*Name of Bidders / Service Providers/Contractor/JV/Consortium*) *address* _____ being its _____(*designation*) declares solemnly on oath that all the information/ documents deposited/ attached with the bidding documents are true and genuine.

The Bidders / Service Providers / undersigned has read and understand all the terms & conditions of the bidding document/ amendments etc. and accept each and every condition thoroughly.

The Bidders / Service Providers /company/ undersigned has no objection on any term & conditions of the entire bidding documents and shall never challenge these term & conditions after submitting of our before any court/forum. I/ we / undersigned shall follow the instructions of PSCA regarding this bidding process till the completion of this assignment.

All above contents are true and fair to the best of my knowledge and behalf.

Notarized this _____ day of 20_____

Signature: _____

Stamp: _____

Note: Need to be (filled) signed & stamped.

8.3. Bidders's JV Members Information Form

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

{The Service Provider shall fill in this Form in accordance with the instructions indicated below. The following table shall be filled in for the Service Provider and for each member of a Joint Venture}.
Date: *[insert date (as day, month and year) of Bid submission*]
RFB No.: *[insert number of RFB process]*
Alternative No.: *[insert identification No if this is a Bid for an alternative]*

Page _____ of_ _____ pages

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

8.4. Bidders Profile Form

Need to be (filled) signed & stamped.

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:**

b) Details of Experience

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

8.5. General Information Form

Need to be (filled) signed & stamped.

	Particulars		
Company Name			
Abbreviated Name			
Business Type	☐ Sole Proprietor	☐ Company	☐ Partnership Firm
National Tax No.		**Sales Tax Registration No**	
PRA Tax No.			
No. of Employees		**Company's Date of Formation**	

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

8.6. Affidavit

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

Name: _____
(Applicant)

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

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

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

(i) The firm is not currently blacklisted by the Procuring Agency.

(ii) The documents/photocopies provided with Bid are authentic. In case, any fake/bogus document was found at any stage, the firm shall be blacklisted as per Law/ Rules.

(iii) Affidavit for correctness of information.

(iv) *****omitted***

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

Signed by an authorized Officer of the company

Title of Officer: _____

Name of Company: _____

Date: _____

8.7. Performance Guarantee Form *[Sample]*

To:
[*Client Address*]
WHEREAS *[name of Contractor]* (hereinafter called "the Contractor") has undertaken, in pursuance of Contract No. *[Reference number of the contract]* dated _____ 20_____ to supply *[description of services] (*hereinafter called "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a bank guarantee by a reputable 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 Guarantors 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 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.

This guarantee is valid until the _____ day of _____20_____.

Signature and seal of the Guarantors

_____
[Name of bank or financial institution]

_____
[Address]

_____
[Date]

8.9. Contract Form *[Sample]*

THIS AGREEMENT made on the _____ day of _____ 20_____ between *Punjab Safe Cities Authority* (hereinafter called "the Procuring Agency") on the one part and *[name of Supplier]* of *[city and country of Supplier]* (hereinafter called "the Supplier") on the other part:

WHEREAS the Procuring Agency invited Bids for certain goods and ancillary services, viz., *[brief description of goods and services]* and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of *[contract price in words and figures]* (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
(a) the Bid Form and the Price Schedule submitted by the Bidders / Service Providers;
(b) the Schedule of Requirements;
(c) the Technical Specifications & Scope of Services;
(d) the General Conditions of Contract;
(e) the Special Conditions of Contract; and
(f) the Procuring Agency's Notification of Award.
(g) Contract agreement
(h) Complete Bidding document
(i) The clarifications provided to the Contractors

3. In consideration of the payments to be made by the Procuring Agency to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Procuring Agency to provide the goods and services and to rectify defects therein in conformity with all respects in accordance with the provisions of the Contract.

4. The Procuring Agency hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the rectification of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with applicable laws in Punjab/Pakistan the day_____ and year_____ mentioned above and the court at Lahore shall has the exclusive jurisdiction to adjudicate upon any matter arising out during this contract.
Signed, sealed, delivered by _____ the _____ (for the Procuring Agency)

Signed, sealed, delivered by _____ the _____ (for the Supplier)

8.10. Financial Bid Form/Price Schedule

[To be signed & stamped by the Bidders and may be reproduced on the letterhead. To be attached with Financial Bid]

Sr.#	Description of Services	Qty.	Unit	Price in PKR Inclusive of all applicable Taxes)			
				PST 19.5% (All taxes shall be applicable / charged / deducted as per government / tax Authorities)			
				Estimated Price		Quoted Price	
				Unit Price	Total Price	Unit Price	Total Price
1.	Bulk SMS Services	35,000,000	No.	2.5	**87,500,000/-**		

Total Price in PKR against which bid shall be evaluated *(Inclusive of all applicable taxes) in words:*

_____

Note:

1. **Lowest Evaluated Bid Price** shall be considered to Financially Evaluate the bid.
2. The bidder shall be declared **Lowest Evaluated Bidder** if it **qualified technically** as per 'Table 09 (Mandatory Requirements)" and **lowest financially** subject to fulfilment of all other terms & conditions.
3. In case of difference between unit price and total price, unit price shall prevail and total price shall be "final". *(Please refer ITB clause 2.5.6).*
4. In case of difference between amount in "words" and amount in "figures", amount in "words" shall be considered final.
5. The Bidders/Contractor is required to complete the price schedule carefully and in case of any discrepancy or multiple price, the bid shall not be considered.
6. Alternative or other than this Performa or incomplete Performa shall not be acceptable.
7. In case of abnormal bid, PSCA may demand additional performance guarantee/undertaking for completion of work.
8. Client/PSCA has the right to change in the quantities of the required item or cancel the bid at any point of time
9. The Payment shall be made as per actual services and after the issuance of satisfactory delivery note/certificate from the concerned officer of PSCA.

* In case the bidder claims different rate of applicable PST/GST, it shall clearly specify the changed PST/GST rate and quote its bid accordingly.

Date _____

Signature of authorized person

Name: _____
(Company Seal)

_____

In the capacity of Duly authority by

Note: No cutting or overwriting is allowed. Any cutting, overwriting, or incomplete informatory request will lead to rejection of this bid/offer (financial).

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8.11. Bid Security Form

Whereas *[name of the Bidders / Service Providers* (hereinafter called "the Bidders / Service Providers") has submitted its Bid dated *[date of submission of Bid]* for the supply of *[name and/or description of the goods]* (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 Bidders / Service Providers withdraws its Bid during the period of Bid validity specified by the Bidders on the Bid Form; or

2. If the Bidders / Service Providers, 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 / Service Providers;

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]

Section IX- Check List

[To be signed, stamped, and presented on Bidders / Service Provider's letterhead pad]

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

Note: ***Write "Not Applicable" (N/A) where it does not apply***

Sr. #	Detail	Responsive	Non-responsive
1	Signed & stamped Bidding Documents & all appendices, experience letters etc.,		
2	The Bid security must be submitted with proposal. (Original is required at the time of bid opening, if applicable)		
3	All documents mentioned in **Section – IV** (Signed & Stamped)		
5	Fill **Form 8.1,** Bid Form (Signed & Stamped)		
6	Fill **Form 8.2,** Undertaking (Signed & Stamped)		
7	Fill **Form 8.3**, Bidder's JV Members Information Form (If Applicable) (Signed & Stamped)		
8	Fill **Form 8.4,** Bidder Profile Form (Signed & Stamped)		
9	Fill **Form 8.5,** General Information Form (Signed & Stamped)		
10	Affidavit (as per **Form 8.6**) on non-judicial Stamp Paper of Rs. 100/- (Signed & Stamped)		
11	Fill **Form 8.10** Financial Bid Form/Price Schedule (Signed & Stamped)		

Note:

This Checklist is made only for the use of Bidders to check/ confirm its/ their documents attachment, which is not the part of the bidding documents. In case of any conflict between checklist and bidding documents the words or figures/ statement given in bidding documents shall prevail.

Note: The submission of a bid, along with the bidding documents, shall be considered as the bidder's agreement to all terms and conditions outlined in the bidding document.

Stamp & Signature of Bidders _____