



**Punjab Safe Cities Authority**

**BIDDING DOCUMENT**

**FOR**

**PROCUREMENT OF PRINTING MATERIAL FOR PSCA**

**(PRINTING & INSTALLATION)**

**Tender No: PSCA/30/20-May/2020**

**PUNJAB SAFE CITIES AUTHORITY**

**Date: 20<sup>th</sup> May, 2020.**

## **DISCLAIMER**

1. This request for bidding documents has been prepared by the Punjab Safe Cities Authority (“PSCA”). This request constitutes no commitment on the part of the PSCA to enter into any arrangements with any (Original Equipment Manufacturer) or with any other person /bidder/service provider/ Contractor in respect of this proposed procurement or otherwise.
2. The information contained in these bidding documents or as may be subsequently provided to bidder/service providers/ Contractor (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.
3. These bidding documents do not constitute an agreement; its sole purpose is to provide interested bidders/service providers/ contractor with information that may be useful to them in preparing their bids pursuant to these bidding documents.
4. These bidding documents may not be appropriate for all persons and it’s 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 these bidding documents may not be complete, accurate and adequate or correct for the purposes of any or all bidders/service providers.
6. Each bidder/service provider/contractor 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.
7. All information submitted in response to this 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 of any correspondence/ bid etc., sent by the post / courier / email / fax by the bidder/services provider/contractor.
9. No decision shall be based solely on the basis of 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 bidder/service provider/ contractor certifies that it understands, accepts and agrees to the disclaimers set forth above.
11. Nothing contained in any provision of these bidding documents or any statements made orally or in writing by the person or party shall have the effect of negating or suspending any of the disclaimers set forth herein.
12. This PSCA reserves the right to withdraw from or cancel this bidding process or any part thereof, or to vary any of its term at any time, without incurring any financial obligation in connection therewith.





# INVITATION FOR BIDS



PSCA invites sealed bids from eligible Suppliers/Contractors/Firms for:

## PROCUREMENT OF PRINTING MATERIAL FOR PSCA (PRINTING & INSTALLATION)

Interested eligible Suppliers/Contractors/Firms can obtain detailed bidding documents which are available in the office of PSCA after depositing/submitting bidding document fee i.e. **Rs. 2000/- (non-refundable)** in the shape of Pay Order made in favor of **“Establishment of IC3 Funds”**, Account #PK31BPUN-6010-0457-6650-0010 having NTN: 7129125-0 (**Bank of Punjab**) and may also be downloaded from the website of Punjab Safe Cities Authority ([www.pasca.gop.pk](http://www.pasca.gop.pk)) & PPRA ([www.ppra.punjab.gov.pk](http://www.ppra.punjab.gov.pk)).

Sealed and complete bids in accordance with the requirements of the bidding documents must be reached in this office on or before **PST 1100** hours on **June 13, 2020** which **shall be opened on the same date** in the presence of Service Provider/ Contractor’s representative (who chose to attend) at **PST 1130** hours in the office of Punjab Safe Cities Authority (PSCA).

For obtaining any further information or clarifications, please feel free to contact at [procurement@psca.gop.pk](mailto:procurement@psca.gop.pk)

Contact: (+92) (42) (99051605-7) Website: [www.pasca.gop.pk](http://www.pasca.gop.pk)

**Punjab Safe Cities Authority**

**The Future of Punjab Police**

PPIC3 Centre Qurban Police Line Lahore, Pakistan

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## Part- I (Section I)

### INSTRUCTIONS TO BIDDERS/SERVICES PROVIDERS/CONTRACTOR

#### A. Introduction

- 1. Punjab Safe Cities Authority & this Project**
- 1.1 Punjab Safe Cities Authority (PSCA) is established and functioning in Qurban Lines, Lahore.
- 1.2 PSCA has sufficient funds for this project, subject to the approval of the competent authority for the said procurement.
- 1.3 PSCA, intends to [Procurement of Printing Material for PSCA \(Printing & Installation\)](#) for its smooth business functioning.
- 2. Eligible Bidders/ Services Providers/ Contractor, Experience &**
- 2.1 This Invitation for Bids is open to all Service Provider/ Contractor's, except as provided hereinafter. Bidder/Service Provider must meet the requirements as described in this bidding Document.
- 2.2 Government-owned enterprises may participate only if they are legally and financially autonomous, if they operate under commercial law, and if they are not a dependent agency of the Government.
- 2.3 Bidders/Service Providers/ contractor shall not be under a declaration of blacklisting by any Government department or Punjab Procurement Regulatory Authority (or any PPRA) or involved in any corrupt practice or facing such case anywhere.
- 2.4 Each bidder/service provider/ contractor is allowed to submit only one bid for either individually or as a partner/Joint of a company/firm etc. In case a bidder/service provider submits more than one bid his/it's all bids shall be rejected.
- 2.5. Joint Venture (JV) is not allowed for this tender.
- 3. Scope of Services/ Goods**
- 3.1. PSCA intends to [Procurement of Printing Material for PSCA \(Printing & Installation\)](#) for PPIC3, Lahore for a one-year time period (extendable).
- 3.2. Service provider/ contractor shall appoint Project Coordinator/Manager for this project to coordinate with Punjab Safe Cities Authority and all relevant departments.

- 4. Cost of Bidding** 4.1 The Bidder/service provider/ contractor shall bear all costs associated with the preparation and submission of its bid, and the PSCA will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

### **B. The Bidding Documents**

- 5. Content of Bidding Documents** 5.1 The services/goods required, bidding procedures, and contract terms are prescribed in the bidding documents. In addition to the Invitation for Bids, the bidding documents include:

- a. Instructions to Bidders/service providers/ contractor (ITB);
- b. Bid Data Sheet with Bid Evaluation Criteria (dully signed & stamped)
- c. Specification of Bids;
- d. Preparation of Bids;
- e. Price Schedule;
- f. Bid Submission Form;
- g. Technical & Financial Bids;
- h. Performance Guarantee Form;
- i. Services/ Goods Delivery time or completion time/schedule, Payment milestone;
- j. Contract Forms;
- k. General Conditions of Contract (GCC);
- l. Special Conditions of Contract (SCC);
- m. Any other / subsequent from if any;

- 5.2 The Bidder/service provider/contractor is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or to submit a bid not substantially responsive to the bidding documents in every respect will be at the Contractor/Service Provide/Bidder's risk and may result in the rejection of its bid.

- 6. Clarification of Bidding Documents** 6.1 A prospective Bidder/service provider/Contractor requiring any clarification of the bidding documents may notify the PSCA in writing or by email at the Punjab Safe Cities Authority's address seven (07) calendar days before to the closing date and time of the bids or as per decision of PSCA.

- 6.2 Pre-bid meeting may be call by the PSCA at its own or to clarify the bidding document and the minutes of Pre-bid meeting shall be part of these bidding

documents. But it is the sole discretion of the PSCA which can't be claim by any bidder /Service Provider/ Contractor as a right.

**7. Amendment of Bidding Documents**

7.1 At any time prior to the deadline for submission of bids, PSCA, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Service Provider/Bidder/Contractor, may modify the bidding documents by amendment.

7.2 All prospective Service Provider/bidders/Contractor that have submitted the bidding documents will be notified of the amendment in writing or by email, and will be bidding on them.

7.3 In order to allow prospective Service Provider/bidders /Contractor reasonable time to incorporate the amendment (if any) in account to preparing their bids, the PSCA, at its discretion, may extend the deadline for the submission of bids.

**C. Preparation of Bids**

**8. Language of Bid**

8.1 The bid prepared by the Bidder/service provider/ Contractor, as well as all correspondence and documents relating to the bid exchanged by the Bidder/service provider/Contractor and the PSCA shall be written in English language specified in the Bid Data Sheet. Supporting documents and printed literature furnished by the Bidder/Service Provider/ Contractor may be in same language.

8.2 In case of any other language, the authentic copy of the translation & translated document shall be enclosed and in case of any ambiguity the true contract / copy shall be prevailed.

**9. Documents Comprising the Bid**

9.1 The bid prepared by the Bidder/Service Provider/ Contractor shall comprise the following components:

- (a) A Bid Form and a Price Schedule completed in accordance with ITB Clauses 10, 11, and 12 and evaluation criteria;
- (b) Documentary evidence established in accordance with ITB Clause 13 that the Bidder/Service Provider/ Contractor is eligible to bid and is qualified to perform the contract if its bid is accepted;



- (c) Documentary evidence established in accordance with relevant ITB Clause that the services/goods to be supplied by the bidder/Service Provider/Contractor are conform to the bidding documents; and
- (d) Bid security furnished in accordance with relevant ITB Clause or any other information required by PSCA.

**10. Bid Form** 10.1 The Bidder/Service Provider/Contractor shall complete the Bid Form and the appropriate Price Schedule furnished in the bidding documents, indicating the services provided and delivery of any items regarding the provision of services/goods.

**11. Bid Prices** 11.1 The Bidder/Service Provider/Contractor shall fill up the Performa provided in the bidding document as required and submit.

11.2 Prices quoted by the Bidder/Service Provider/Contractor shall be fixed during the Service Provider/Contractor/Bidder's performance of the contract and not subject to variation on any account, unless otherwise specified in the Bid Data Sheet. A bid submitted with an **adjustable price / Optional quotation** will be treated as nonresponsive and rejected.

**12. Bid Currencies** 12.1 Prices shall be quoted in **Pak Rupees** unless otherwise specified in the Bid Data Sheet.

**13. Documents Establishing Bidder's Eligibility and Qualification** 13.1 Pursuant to ITB Clause 9, the Bidder/Service Provider/Contractor shall furnish, as part of its bid, documents establishing the Service Provider/Contractor/Bidder's eligibility to bid and its qualifications to perform the contract if its bid is accepted.

13.2 The documentary evidence of the Service Provider/Contractor/Bidder's eligibility to bid shall establish to the PSCA satisfaction that the Service Provider/Contractor/Bidder, at the time of submission of its bid, is eligible as defined under ITB Clause 2.

13.3 The documentary evidence of the Service Provider/Contractor/Bidder's qualifications to perform the contract if its bid is accepted shall establish to the PSCA satisfaction:

- (a) That if a bidder/Contractor/Service Provider is a firm /company or organization has a valid certificate from Government entity in respect of its registration / renewal.
- (b) that the Service Provider/ Contractor/Bidder has the financial, technical, managerial and production capability necessary to perform the contract;
- (c) That the Service Provider/ Contractor/Bidder meets the qualification criteria listed in the Bid Data Sheet.

**14. Conformity to Bidding Documents**

14.1 Pursuant to ITB Clause 9, the Service Provider/ Contractor/Bidder shall furnish, as part of its bid, documents establishing the eligibility and conformity to the bidding documents of all services and any goods of works related to such services, which the Service Provider/Contractor/Bidder proposes to supply under the contract.

14.2 Documentary evidence of the eligibility of the services provider inform of literature, letter, work plan, scope of work etc.

**15. Bid Security**

15.1 Pursuant to relevant ITB Clause, the Bidder/ service provider/Contractor shall furnish, as part of its bid, a bid security in the amount specified in the Bid Data Sheet.

15.2 The bid security shall be in Pak. Rupees as per bid data sheet or as required by PSCA.

15.3 Unsuccessful Service Provider/Contractor/bidders' bid security will be discharged or returned as promptly as possible the expiration of the period of bid validity prescribed by the PSCA pursuant to relevant ITB Clause as per PPRA rules 2014 (amended to date). The bid security of successful Service Provider/bidder shall be released after receiving of valid performance guarantee and/or contract signing.

15.4 The bid security is required to protect the PSCA against the risk of Service Provider/Contractor /Bidder's conduct which would warrant the security's forfeiture under the followings:

- (a) If a Service Provider withdraws its bid during the period of bid validity specified by the Service Provider/Contractor/Bidder on the Bid Form; or

(b) In the case of a successful Service Provider/Contractor/Bidder, if the Service Provider/Bidder fails;

I. To sign the contract in accordance with requirements

II. To furnish performance guarantee in accordance with relevant ITB Clause.

III. To submit its bid in accordance with the conditions of knock out clause / basic requirement or in case of any false information or submission a fake documents or in case of any illegal / fraudulent practice.

**16. Period of Validity of Bids**

16.1 Bids shall remain valid for the period specified in the Bid Data Sheet after the date of bid opening prescribed by the Punjab Safe Cities Authority, pursuant to relevant ITB Clause. A bid valid for a shorter period shall be rejected by the PSCA.

16.2 In exceptional circumstances, the PSCA may solicit the Service Provider/Contractor/Bidder's consent to an extension of the period of validity as provided in PPRA Rules 2014 amended time to time.

**D. Submission of Bids**

**17. Sealing/Signing & Marking of Bids**

17.1 The Service Provider/Contractor/Bidder shall seal the bid(s) (technical and financial) in separate envelopes after duly marking each page and stamping, signing of the bid(s) (each pages) and then separately in an outer envelope. The Bidder. Service Provider than pack the both envelopes in main envelope with clear name, address of the Bidder & PSCA and tender title.

**18. Deadline for Submission of Bids**

18.1 Bids received by the PSCA at the address specified must no later than the time and date specified in the Tender.

18.2 PSCA may, at its discretion, extend this deadline for the submission of bids by amending the bidding documents in accordance with applicable laws.

**19. Late Bids**

19.1 Any bid received by the PSCA after the deadline for submission of bids prescribed by the PSCA pursuant to said ITB Clause will be rejected and returned unopened to the Service Provider/Contractor/Bidder.

**20. Withdrawal of Bids**

20.1 The Service Provider/Contractor/Bidder may withdraw its bid after the bid's submission, provided that written notice of the withdrawal that received in the office of PSCA prior to one day of the deadline prescribed for submission of bids.

20.2 The Service Provider/Contractor/Bidder's withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of said ITB Clauses. A withdrawal notice may also be sent by email, but followed by a signed confirmation copy, postmarked no later than the one day prior to deadline for submission of bids (That request/mail shall reach in PSCA within – in office hours- before the day stated above).

**E. Opening and Evaluation of Bids**

**21. Process of Procurement**

21.1 **SINGLE STAGE TWO ENVELOP** bidding procedure as provided in **PPRA** Rules 2014 shall be followed if otherwise it is not mentioned.

**22. Opening of Bids by the Punjab safe cities authority**

22.1 The PSCA will open all bids in the presence of Service Provider/Contractor/bidders' representatives who choose to attend, at the time, on the date, and at the place specified in the Bid Data Sheet. The Service Provider/bidders' representatives with authorization letter and original Identity Card who are present shall sign an attendance sheet evidencing their presence.

22.2 The Service Provider/Contractor/Bidders' names, bid modifications or withdrawals, bid prices, discounts, and the presence or absence of requisite bid security and such other details as the Punjab Safe Cities Authority, at its discretion, may consider appropriate, will be announced at the opening. No bid shall be rejected at bid opening (after opening the bids), except for late bids, which shall be returned unopened to the Service Provider/Contractor/Bidder or bids without bidding fee. Once the bids are opened it shall be evaluated accordingly.

22.3 The bid without required documents/ documentary evidences, unsigned or unstamped documents or deficient in any manner may not be considered for the evaluation. Evaluation of submitted proposal will be made on the basis of provided documents only and PSCA may forfeit the bid security in such eventuality if submitted bids are deficient or legally incorrect.

**23. Clarification of Bids**

23.1 During evaluation of the bids/prior the signing of the contract, the PSCA may, at its discretion, ask the Service Provider/Contractor/Bidder for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the prices or substance of the bid shall be sought, offered, accepted or permitted.

23.2 The PSCA, during evaluation of the bids/prior the signing of the contract may also ask for the following clarification among others:

- a. Request for any technical information deemed essential for the development of the solution design document.
- b. Familiarize themselves with the works to be performed in accordance with the Inquiry documents.
- c. Request the locations coordinates and Point of Contact (POC) from the concern office.
- d. Familiarize themselves with the working conditions, applicable laws and regulations, labor conditions, environmental aspects and all other conditions that can affect timely delivery of required service.
- e. Make his own arrangement and inquiries with regards to transportation of own staff and equipment.
- f. Ask to the bidder for test report from any lab or institution at the bidder's cost or ask for submitting the fee for such test.
- g. Any other certificate that PSCA deems necessary for the said project.

23.3 The PSCA, at any level prior and after the contract execution may ask for the following Inspections & Tests:

- a. PSCA or its representative shall have the right to assign any team to inspect and/or to test the services to confirm their conformity to the Contract specifications. The PSCA shall notify the Service Provider/Contractor/bidder in writing the details of Point of Contact (POC) for this purpose.
- b. The inspections and tests may be conducted on any premises. If conducted on the premises of the Bidder/Contractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge.
- c. If any inspected or tested services fail to conform to the Specifications, PSCA may reject the services, and the Service Provider/Contractor/bidder shall either replace

the rejected services or make alterations necessary to meet specification requirements free of cost to PSCA.

- d. Any other action may be taken by PSCA to inspect or test.

23.4 The Service Provider/Contractor/bidder to present the proposed solution/methodology within three (03) days or as and when required after the submission of bid.

**24. Preliminary Examination**

24.1 The PSCA will preliminary examine the received 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, whether the bids are generally in order and whether the bidding document fee is paid.

24.2 The PSCA may waive any minor informality, nonconformity, or irregularity in a bid which does not constitute a material deviation or change the substance of the bid, provided such waiver does not prejudice or affect the relative ranking of any Service Provider/Contractor/Bidder.

24.4 At the stage of preliminary examination (after opening of the bids) no bid shall be returned or rejected.

**25. Qualification & Evaluation of Bids**

25.1 In the absence of prequalification, the PSCA will determine to its satisfaction whether the Service Provider/Contractor/Bidder is qualified to perform the contract satisfactorily, in accordance with the Evaluation Criteria.

25.2 The determination will take into account the Service Provider/Bidder's financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the Service Provider/Bidder's qualifications submitted by the Service Provider/Bidder, pursuant to ITB relevant Clause(s), as well as such other information, as the PSCA deems necessary and appropriate.

25.3 The PSCA will **technically evaluate** and compare the bids, which have been determined to be substantially responsive, as per Technical Specifications/ Requirement/ Evaluation criteria.

25.4 The technical responsive bidders shall be intimated accordingly and the technical disqualified/ irresponsible

bidder may collect their financial bid subject to submitting an application to PSCA with the contents that he/it is satisfied with the technical results announced by PSCA and shall not object against this process before any legal forum/court.

25.5 If any technically disqualified bidder showed his/its dissatisfaction on the technical evaluation report/ results its financial bid(s) shall be retained and shall be returned accordingly.

25.6 The PSCA shall only **financially evaluate** bid/ bids, which are declared technically responsive, and the quoted price shall be inclusive of all prevailing taxes and duties, if otherwise not mentioned.

25.7 Arithmetical errors may be rectified if PSCA desired 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.

**b.** If the Service Provider/Contractor does not accept the correction of the errors, its bid will be rejected, and its bid security shall be forfeited.

**c.** If there is a discrepancy between words and figures, the amount in words will prevail.

25.8 PSCA may consider a single bid if it is responsive.

25.9 Financial evaluation bid shall be free from all computational errors.

**26. Annouceme  
nt of  
Evaluation of  
Bids**

26.1 PSCA shall announce the evaluation report through email/ fax/ letter or any other way and also follow the guidelines of the government in this regard.

**27.  
Contacting  
the Punjab  
Safe Cities  
Authority**

27.1 No Service Provider/Contractor/Bidder shall contact the PSCA on any matter relating to its bid, from the time of the bid opening to the time evaluation report is made public. If the Service Provider/Contractor /Bidder wishes to bring additional information or has grievance to the notice of the Punjab Safe Cities Authority, it shall do so in writing.

27.2 Any effort by a Service Provider/Contractor/Bidder to influence the PSCA during bid evaluation, or bid comparison may result in the rejection of the Service

Provider/Bidder's bid and forfeiting of its bid security and its blacklisting.

#### **F. Award of Contract (Framework Contract)**

- 28. Award Criteria** 28.1 Subject to ITB Clause 30, the PSCA will award the contract to the successful Service Provider/ Bidder whose bid has been determined to be substantially responsive in accordance with the evaluation criteria and has been determined to be the lowest evaluated bid as defined in PPRA Rules 2014.
- 28.2 In case if more than one Service Provider/ bidder quotes the same cost / equal (lowest bid) the PSCA may ask only to those lowest Service Provider/bidders at once to submit their financial bids again or opt any other option.
- 29. Punjab Safe Cities Authority's Right to Vary Quantities at Time of Award** 29.1 The PSCA reserves the right at the time of contract awarding to add/delete terms and conditions, the Scope of services originally specified in the Schedule of Requirements or payment milestone without any change in unit price in accordance with prevailing rules & regulations.
- 30. Punjab Safe Cities Authority's Right to Accept or Reject All Bids** 30.1 The PSCA reserves the right to reject all bids, or any lot in case of more than one lot and to annul the bidding process at any time prior to contract award. In such rejection, PSCA shall incur no liability, solely or by virtue of its invoking the clause of rejection towards the bidder(s)/service provider or any obligation to inform the Service Provider/ Bidder or bidders the grounds for the rejection of bids.
- 31. Notification of Award** 31.1 Prior to the expiration of the period of bid validity, the PSCA will notify the successful Service Provider/Bidder in writing by registered letter or by email, that its bid has been accepted subject to verification of the performance guarantee (if any). However, such acceptance shall not be termed as a contract or the Service Providers/ bidders cannot make any claim or specific as a vested right on this ground.
- 31.2 The notification of award will constitute the formation of the Contract subject to receipt of a valid Performance Guarantee (if any) duly verified by the concern bank.



**32. Signing of Contract (Framework Contract)**

32.1 After notifications to the successful Service Provider/ Bidder that its bid has been accepted, the successful bidder/service provider will send the same notification to the PSCA after signing and stamping within a week or before. Subsequently, the stamp paper for the Contract shall be provided by the bidder/ service provider within seven (07) days (or extendable date or as per requirement by the PSCA).

32.2 Prior to that signing of the contract the successful Service Provider/bidder may discuss any issue regarding the contents of the contract with PSCA. Nevertheless, there shall be no variation or amendment in the contract without prior approval or consent of PSCA. However, no amendment, variation shall be allowed that violate the principles of procurement.

32.3 The stamp duty on the contract of the same shall be imposed as per the “**The Stamp Act, 1899**” that shall be paid by the bidder/ service provider.

32.4 If the successful Service Provider/bidder fails to submit the model contract in the prescribed time period as mentioned above, the next lowest evaluated bidder/service provider (whose bid is responsive and acceptable) may be issued a letter of acceptance. In such case, the bid security of the former Service Provider/bidder shall be forfeited in addition to any other legal action.

**33. Commencement of the Contract**

**34. Integrity Pact**

33.1 The Contract shall be commenced after its signing subject to confirmation the performance guarantee (if any) from the concern bank.

**35. Performance Guarantee**

34.1 PSCA may require from the Service Provider/ Contractor/bidder (qualified) for submission of an integrity pact.

35.1 Within Seven (07) days or as per requirement of PSCA of the receipt of notification of award from the Punjab Safe Cities Authority, the successful Service Provider/Contractor/Bidder shall furnish the performance guarantee (if required) in accordance with the Conditions of Contract, on the Performance Guarantee Form provided in the bidding documents, or in another form acceptable to the Punjab Safe Cities Authority.

35.2 Failure of the successful Service Provider/ Contractor/Bidder to comply with the requirement of relevant ITB Clauses or any other requirement shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security/black listing, in which event or on any other reason deems appropriate, the PSCA may make the award to the next lowest evaluated Service Provider/Bidder or call for new bids.

**36. Corrupt or Fraudulent Practices**

36.1 The PSCA requires that Service Provider/ Contractor/ Bidders, observe the highest standard of ethics during the procurement and execution of agreement/ contract(s). For the purposes of this provision, the terms set forth in PPRA Rules/ Act or any other Law(s)/ Rule(s) of the Pakistan for corrupt or fraudulent practices shall be applicable:

36.2 The PSCA will bar a firm/ company, in accordance with prevailing Blacklisting procedures under Punjab Procurement Rules 2014 in any case if deems so.

36.3 Furthermore, Service Provider/ Contractor/ Bidders shall be aware of the provision stated in General Conditions of Contract.

**37. Grievance Redressal Committee**

37.1 In case of any dis-satisfaction or objection against the evaluation report, the aggrieved Service Provider/ Contractor/ bidder may approach to the Grievance Redressed Committee (GRC) that shall be notified by the PSCA for the purpose to address the grievance within 10 days after the announcement of the final evaluation report as provided in PPRA Rules 2014 amended. Nevertheless, the disqualified bidder cannot object its technical ineligibility at the stage of the announcement of final evaluation report/ results i.e. after technical & financial evaluation of the bid(s).

37.2 In case, if the bid of any bidder/ Contractor/ service provide is declared technically irresponsive or disqualified by the technical evaluation committee of PSCA such bidder/ service provider can file its technical rejection grievance within three (03) days after such announcement to GRC of PSCA. After three (03) days, his technical rejection grievance shall not

be considered/received and straightforwardly rejected.

**38. Resolution of Disputes**

38.1 The Punjab Safe Cities Authority and the Service Provider/Contractor shall make every effort to resolve amicably by direct informal negotiation or any disagreement or dispute arising between them under or in connection with the Contract within thirty (30) days.

38.2 The matter shall be referred to Managing Director **PSCA** in case of employer and Service Provider/ Contractor are not agreed or dispute is unsettled after 30 days who shall decide the matter in accordance with prevailing laws after affording opportunity of hearing to the parties whose decision shall be final.

38.3 In case of any objection thereafter, the matter may be referred for decision / arbitration in accordance with Arbitration Act 1940.

**39. General Guidelines for the Service provider**

39.1 In case of any illness/ injuries/ causality resulting from any accident to the staff of service provider; PSCA shall not take any responsibility for the same toward compensation, medical care or meeting any/all medical expenses incurred for the same.

39.2 In case of any labor dispute regarding the employees of service provider/Contractor PSCA; shall not facilitate to the service provider or wait for its resolution. However, in no case the schedule work/ services shall be disturbed and the service provider ensure its completion within timeframe and such circumstances never be treated as force majeure.

39.3 In no case PSCA shall be responsible for the conduct/ behavior/ action of the service provider/ Contractor or its employees toward the breach of any law of the land.

## Section-II Bid Data Sheet

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

<b>Introduction</b>
<b>PUNJAB SAFE CITIES AUTHORITY</b>
Name of Project: <a href="#">Procurement of Printing Material for PSCA (Printing &amp; Installation)</a>
For clarification purposes, the Employer’s address is: <b>PSCA – PPIC3 Center, Qurban Lines, Lahore. Phone # : 042-99051605-7</b> and <b>Email: <a href="mailto:procurement@psca.gop.pk">procurement@psca.gop.pk</a></b>
Requests for clarification shall be received by the PSCA no Later than 07 days prior closing date / bid submission date.
Language of the bid – English

<b>Bid Price and Currency</b>
The price quoted shall be delivered duty paid at the following locations in accordance with the Schedule of Requirements including all payment taxes.
The price shall be in <b>Pak Rupees (including all taxes)</b> and shall be fixed subject to verification.

<b>Preparation and Submission of Bids</b>
<b>Mandatory Requirements:</b>
The bidder has to fulfil all mandatory requirements which are detailed below, in order to <b>Technically Qualify</b> for the assignment. The interested bidder/service provider to provide documentary evidences against the below mentioned requirements:
<ul style="list-style-type: none"> <li>a. Legal Status of the bidder (Incorporation Certificate, partnership deed &amp; Form C/D, as applicable or any other valid supporting document in case of sole proprietorship)</li> <li>b. NTN</li> <li>c. Punjab Sales Tax/ General Sales Tax</li> <li>d. Professional Tax Certificate.</li> <li>e. Bidding Document Fee – Evidence shall be pasted outside of the main envelope, the evidence shall be presented at the time of bid submission.</li> <li>f. Bid Security attached with Technical Bid/proposal.</li> <li>g. Signed &amp; stamped bidding document and all attachments (attachments &amp; statements)</li> </ul>

- h.** Submission of undertaking of legal duly stamped (PKRs. 100/=one hundred Rupees) and signed that the firm, company, is not blacklisted or involve in any corrupt or illegal practice or banned or declared ineligible / blacklisted by any procuring agency/PPRA.
- i.** Audited Balance Sheet or Bank Statement duly issued and certified by the bank for the last year from 1<sup>st</sup> April, 2019 to 31<sup>st</sup> March, 2020 (signed & stamped).
- j.** Proof of Experience i.e. provision of relevant services to public or private sector (minimum 02 experiences must be attached.)
- k.** The valid authorization letter from the bidder to its representative to attend the bid opening meeting on bidder's behalf and original identity card or any other legal proof of the bidder/representative.

**Amount of Bid Security:**

The required bid security is **PKRs. 25,000/-** that is not more than 5% of the estimated cost in accordance with the Punjab Procuring Rules 2014.

Bids shall be in the prescribed format, sealed and accompanied by the Bid Security in the form of Call Deposit Receipt (CDR) in favor of **“Establishment of IC3 Funds”**, **Account # PK31BPUN-6010-0457-6650-0010 (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)**.

**Bid Validity Period: 180 days** after the date of opening of bid/ extendable period.

Bids must be accompanied by unit price and total price, if applicable.

Deadline for **Bid Submission: June 13, 2020** no later than **1100 Hours**

**Time, Date, and Place for Bid Opening: June 13, 2020 at 1130 Hours** PSCA Office.

**Bid Evaluation**


Criteria for bid evaluation, lowest price offered by the technically qualified/ responsive bidder/ Service Provider inclusive of all taxes.

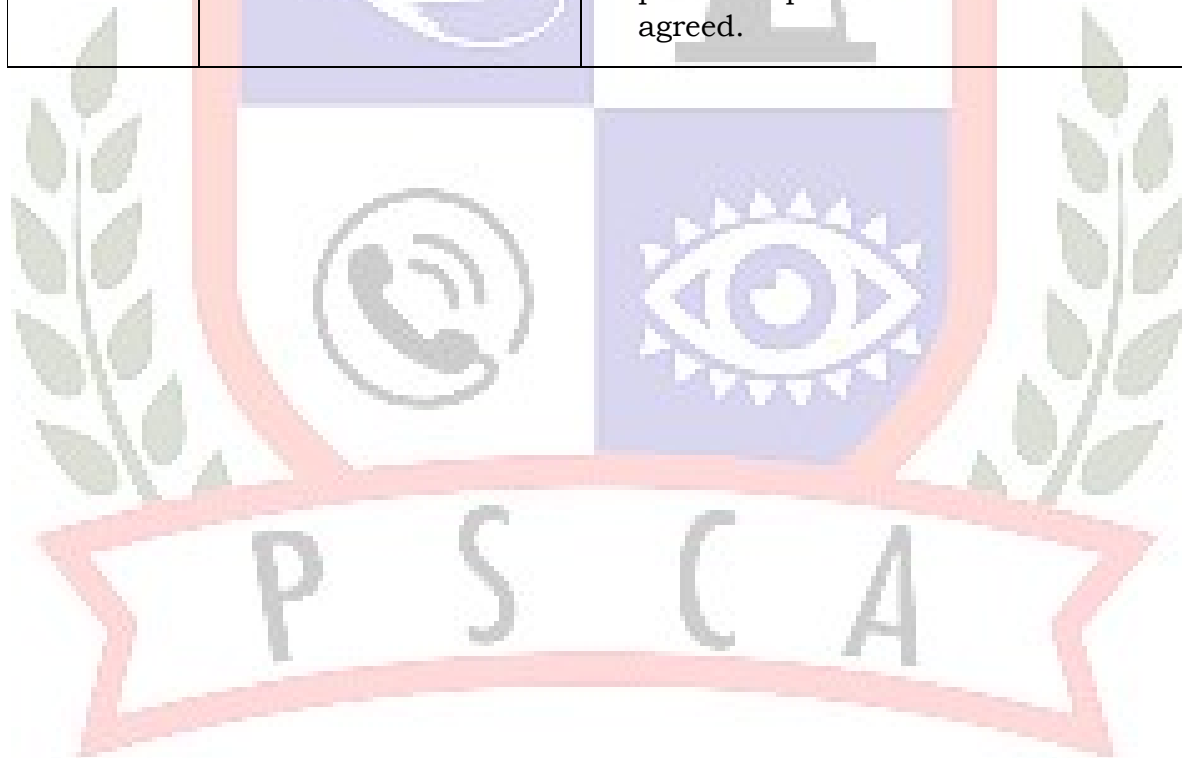
**Contract Award**

Percentage for quantity increase or decrease and the scope of services may be reviewed as per the requirement of PSCA within the parameter of applicable laws/rules.

### Section-III Schedule of Requirements

TABLE 1 **DELIVERY SCHEDULE OF SERVICES/GOODS**

Sr #	Location	Delivery Time Period
I	<b>PSCA- PPIC3 Centre, Qurban Lines, Lahore</b> 	The Contractor shall be required to start Provision of Printing Material for PSCA (Printing & Installation) within one week (07) days or as and when required as per the request of PSCA after the signature of contract/ issuance of notification till its completion as per completion time frame agreed.



## Section IV

### Scope of Services/Goods' Requirement

PSCA intends Procurement of Printing Material for PSCA (Printing & Installation) for PSCA-PPIC3, Lahore for a period of approx. **one year**, till 30<sup>th</sup> June, 2021.

Sr. No.	Items	Description	Estimated Quantity
<b>A.</b>	<b>Lot: 1</b>		
1.	Flexes for Bill Board	15 x 45 (Approx. Size in feet)	20
<b>B.</b>	<b>Lot: 2</b>		
2.	Standees	Standard Size	100
<b>C.</b>	<b>Lot: 3</b>		
3.	Flexes at Entry & Exit Gates of PPIC3	i. 198 x 112.5 (06) ii. 193 x 112.5 (06)	12
<b>D.</b>	<b>Lot: 4</b>		
4.	Pictures/Portraits	A-3 size with China Frame	30
		A-3 size with Glass slice Frame	10
		Portraits (Small, Medium and Large)	02

## Section VI

### 1. Bidding Forms

#### a. BID SUBMISSION FORM

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

No: \_\_\_\_\_

To

[PUNJAB SAFE CITIES AUTHORITY]

Having examined the bidding documents including Addenda Nos. [ ], the receipt of which is hereby duly acknowledged, we, the undersigned, offer to render [Procurement of Printing Material for PSCA \(Printing & Installation\)](#) in conformity with the said bidding documents for the sum of *[total bid amount in words and figures]* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, 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 in a sum equivalent to 10% percent of the Contract Price** for the due performance of the Contract, in the form prescribed 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** under relevant clauses of the Instructions to Bidders, 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 no document/information is fabricated.

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

In any case 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 (if none, state "none")	Amount and Currency	Purpose of Commission or gratuity
--	---------------------	-----------------------------------

We understand that PSCA is not bound to accept the lowest or any received bid you and may cancelled 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



## 2. Price Schedules

Sr. No.	Items	Description	Estimated Quantity	PRICE IN PKR		
				Unit Cost	All Applicable Taxes per unit	Total Price (Inclusive of all Applicable Taxes)
	A	B	C	D	E	F= (D+E) x C
<b>A.</b>	<b>Lot: 1</b>					
1.	Flexes for Bill Board	15 x 45 (Approx. Size in feet)	20			
<b>B.</b>	<b>Lot: 2</b>					
2.	Standees	Standard Size	100			
<b>C.</b>	<b>Lot: 3</b>					
3.	Flexes at Entry & Exit Gates of PPIC3	i. 198 x 112.5 (06) ii. 193 x 112.5 (06)	12			
<b>D.</b>	<b>Lot: 4</b>					
4.	Pictures/Portraits	A-3 size with China Frame	30			
		A-3 size with Glass slice Frame	10			
		Portraits (Small, Medium and Large)	02			
<b>Sub-Total for Lot 4: =</b>						

**Note:**

- The service provider/bidder is required to complete the price schedule carefully and in case of any discrepancy or multiple price the bid shall not be consider.

2. In case of discrepancy between unit price and total, the unit price shall prevail.
3. All prices must be inclusive of all prevailing taxes.
4. The bidder is required to fill-up this Performa and submit to PSCA. No alternative or other than this Performa shall be acceptable.
5. In case other than this Performa submission the offer/ bid shall be rejected straightforwardly.

Grand total in words \_\_\_\_\_

Date \_\_\_\_\_

Signature of authorized person \_\_\_\_\_

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

(Company Seal)  
\_\_\_\_\_

In the capacity of \_\_\_\_\_  
Duly authority by \_\_\_\_\_

**Note: No cutting or overwriting is allowed. Any cutting or overwriting will lead to rejection of the bid (financial).**

P S C A

**Part-II (Section I)**  
**Contract Forms**  
**1. CONTRACT FORM**  
**(Framework Contract)**

THIS AGREEMENT made the \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ between PSCA (hereinafter called “the Employer/Client”) of the one part and *[name of Service Providers]* of (hereinafter called “the Service Provider”) of the other part:

WHEREAS the PSCA invited bids for the services and viz., *[brief description of services]* and has accepted a bid by the Service Provider for the supply of those 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 contract 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 integral part of this Contract, viz.:
  - a. The Bid Form and the Price Schedule submitted by the Bidder;
  - b. The Schedule of Requirements;
  - c. The Scope of Services;
  - d. The General Conditions of Contract;
  - e. The Special Conditions of Contract; and
  - f. The PSCA Notification of Award.
  - g. The clarifications provided to the Service Providers
3. The Client hereby covenants to pay the Service Provider in consideration of the provision of the services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.
4. The Client may add, delete, review any condition or clause of the contract at the time of signing with mutual consent without affecting the substance of the bid process/price. The contract may be extended for a reasonable period with the consent of the parties.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the PUNJAB SAFE CITIES AUTHORITY)

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the Service Providers).

## 2. PERFORMANCE GUARANTEE FORM

To:

[Client Address]

WHEREAS [name of Service Provider] (hereinafter called “the Service Provider”) 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 Service Provider shall furnish you with a bank guarantee by a reputable bank for the sum specified therein as security for compliance with the Service Provider’s performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Service Provider a guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Service Provider, 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 Service Provider 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]

## Section II

### *General Conditions of Contract*

#### 1. Definitions

- i. 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. “Bid Security” means the bank guarantee or other form of security submitted by a bidder together with a bid to secure the obligations of the bidder participating in a bidding proceedings
  - d. “Blacklisting” means debar the bidder/ service provider 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.
  - e. “Conflict of Interest” means
    - i. where a bidder/service provider 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 service provider 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
  - f. “Contract” means the agreement entered into between the PSCA and the Service Provider, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
  - g. “Contract Price” means the price payable to the Service Provider under the Contract for the full and proper performance of its contractual obligations.

- h. “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.
- i. “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 (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;

- j. "Day" means calendar day.
- k. "Employer/Client" means the PSCA that signs the contract for the services with the selected/qualified service provider.
- l. "GCC" means the General Conditions of Contract contained in this section.
- m. "Framework Contract" means such contract for the 'Procurement of Printing Material for PSCA (Printing & Installation)' goods/services over a specific period against an agreed rate.
- n. "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
- o. "Province" means Punjab Province.
- p. "SCC" means the Special Conditions of Contract.
- q. "Service Provider" means a legally established professional firm/ company/ or entity that may provide/provides the services to the client under the contract
- r. "The Services" means the work to be performed by the firm/company or entity pursuant to the contract.



- s. “Goods” means Printing Material for PSCA (Printing & Installation) required under the contract.
- t. The “PPRA Rules means the Punjab Procurement Rules 2014 amended to date or any other instructions of the Government relating to the procurement process.
- u. “The Punjab Safe Cities Authority” means the organization procuring the goods/the Employer/Client/PSCA.
- v. “The Project Site,” where applicable, means the place or places named in SCC or directed by the PSCA.

**2. Application**

- 2.1 These General Conditions shall apply to the extent that provisions of other parts of the Contract do not supersede them.

**3. Scope of Services/  
Procurement of Goods**

- 3.1. PSCA intends Procurement of Printing Material for PSCA (Printing & Installation) for PSCA-PPIC3, Lahore for a one-year time period (extendable).

**4. Use of Contract Documents and Information;  
Inspection and Audit by the Bank**

- 4.1 The Service Provider/ Bidder/Contractor shall not, without prior written consent of PSCA, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the PSCA in connection therewith, to any person other than a person employed by the PSCA in the performance of the Contract.
- 4.2 The Service Provider/ Contractor / Bidder shall permit the PSCA to inspect the Service Provider/Contractor/ Bidder’s accounts and records relating to the performance of the Service Provider/ Contractor/ Bidder and to have them audited by auditors appointed by the PSCA, if so required.

**5. Performance Guarantee**

- 5.1 Within seven (7) days of receipt of the notification of Contract award, the successful Service Provider/ Contractor /Bidder shall furnish to the PSCA the Performance Guarantee in the amount specified in SCC before the execution of the contract.

5.2 The proceeds of the performance guarantee shall be payable to the PSCA as compensation for any loss resulting from the Service Provider/ Contractor's failure to complete its obligations under the Contract.

5.3 The Performance Guarantee shall be denominated in the currency of the Contract acceptable to the PSCA and shall be in a form of:

- a. Bank guarantee or CDR or an irrevocable letter of credit issued by a reputable bank located in Punjab, in the form provided in the bidding documents or another form acceptable to the Punjab Safe Cities Authority.

5.4 The Performance Guarantee will be discharged by PSCA and returned to the Service Provider/ Contractor not later than thirty (30) days following the date of completion of the Service Provider's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in SCC.

5.5 The Performance Guarantee shall be verified promptly from the concerned bank prior to signing the contract and in case of its non-confirmation, PSCA has right to blacklisting such Service Provider/bidders.

5.6. The Performance Guarantee shall be forfeited in case of cancellation of the contract by the Service Provider/Contractor or by PSCA.

## **6. Transportation**

6.1 The Service Provider/ Contractor is required to provide goods/ construct the desired services or the works connected with the scope of the services/goods as per the contract or required by PSCA or requirement to complete the assignment on a specified place of destination and such related costs shall be included in the Contract Price and cannot be claimed separately in addition to the contractual price.

## **7. Service Provider/ Contractor's Responsibilities**

7.1 Service provider/ Contractor shall ensure the completion of the services/provision of goods in accordance with the terms of the contract after approval of PSCA.

- 8. Payment & Prices** 8.1 The method and conditions of payment to be made to the service provider/ Contractor under the Contract or the payment milestone.
- 9. Change Orders** 9.1 The PSCA at any time, by a written order given to the Service Providers/ Contractor, may make any changes within the general scope of the contract in any one or more notwithstanding anything contrary to prevailing Laws / Rules.
- 10. Contract & its Commencements** 10.1 No variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.
- 10.2 PSCA may require the desirables/goods from the bidder/contractor as per its requirement/need throughout the contract period on the same rates as provided in the contract.
- 10.3 PSCA concerned person may issue separate Purchase Orders as per PSCA requirement to the contractor but the decided rates shall remain unchanged.
- 10.4 The contract shall be commenced after verification of the Bank guarantee submitted by the Service Provider/ Contractor from the concerned bank if otherwise not provided.
- 11. Delays in the Service Provider/ Contractor's Performance** 11.1 Delay in provision of Services by the Service Provider/ Contractor in accordance with the time schedule prescribed by the PSCA in the Schedule of Requirements shall not be tolerated and in such default penalty for delaying services/goods shall be imposed @ 0.2% per day of the total contract amount.
- 11.2 The PSCA focal person shall conduct visit to the sites in order to monitor progress. The Service Provider/ Contractor shall not obstruct visit of PSCA focal person and provide the reasonable facility to such person.
- 12. Termination for Default** 12.1 The PSCA, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Service Providers/contractor, may terminate this Contract in whole or in part:

- (a) If the Service Provider/ Contractor fails to perform the services/provision of goods within the period(s) specified in the Contract, or within any extension thereof granted by the PSCA pursuant to GCC relevant Clause or
- (b) If the Service Provider/ Contractor fails to perform any other obligation(s) under the Contract.
- (c) If the Service Providers/ Contractor, in the judgment of the PSCA has engaged in corrupt or fraudulent practices in competing for or in executing the Contract. For the purpose of this clause: "Corrupt practice" means that defined in PPRA Rules 2014 or Act 2009 amended to date. However, PSCA shall follow the prevailing rules and law in case of termination of the contract, if required.

12.2 In the event the PSCA terminates the Contract in whole or in part, the PSCA may procure, upon such terms and in such manner as it deems appropriate Services/goods similar to those undelivered, and such additional costs shall be payable by the Service Providers/ Contractor. However, the Service Provider/ Contractor shall continue performance of the Contract to the extent not terminated.

**13. Force Majeure**

13.1 Notwithstanding anything contrary provided in the provisions of GCC Clauses, the Service Provider/ Contractor 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.

13.2 For purposes of this clause, "Force Majeure" means an event beyond the control of the Service Provider/ Contractor and not involving the Service Provider's fault or negligence and not foreseeable.

13.3 If a Force Majeure situation arises, the Service Provider/ Contractor shall promptly notify the PSCA in writing of such condition and the cause thereof. Unless otherwise directed by the PSCA in writing, the Service Provider/ Contractor 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. The benefit of Force Majeure shall be in favor of client (PSCA) if it happened anytime.

**14. Termination for Insolvency**

14.1 The PSCA may at any time terminate the Contract by giving written notice to the Service Provider/ Contractor if the Service Provider/ Contractor becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Service Providers/ Contractor, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Punjab safe cities authority.

**15. Termination for Convenience**

15.1 The PSCA, by written notice to the Service Providers/ Contractor or without such notice, may terminate the Contract, in toto or in part, at any time before the accomplishment of the contract for its convenience. In case of issuing the notice of termination, PSCA shall specify that the termination is for the PSCA convenience, to what extent/ or whole of the contract with the Service Provider/ Contractor is terminated, and the date upon which such termination becomes effective. In case of such termination the provided performance or rendered services before the period of such termination may be considered by PSCA if satisfied.

15.2 All enabling Laws of the land including clauses of PPRA Laws / Rules / Regulations shall be strictly followed in process of procurement or black listing or contract management etc.

**16. Resolution of Disputes**

16.1 The PSCA and the Service Provider/ Contractor 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 within thirty (30) days.

16.2 The matter shall be referred to **MD PSCA** if Service Provider/ Contractor is not agreed or dispute is unsettled after 30 days who shall decide the matter in accordance with prevailing laws after affording opportunity of hearing to the parties whose decision will be final.

16.3 In case of any objection therefore, the matter may be referred for judication / arbitration in accordance with arbitration Act 1940.

**17. Governing Language**

17.1 The Contract shall be written in the language English. The version of the Contract written in the specified language shall govern its interpretation. All correspondence and other documents pertaining to the Contract/ process which are exchanged by the parties shall be written in the same language. In case of any other language the authenticated translation dully attested may be added with bid and, in case of any ambiguity the language of original documents shall prevails.

**18. Applicable Law**

18.1 The Procurement process & Contract shall be commenced and competed in accordance with the applicable laws of Islamic Republic of Pakistan/ Punjab.

**19. Notices**

19.1 Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by fax or by email or any other modern devices (accepted by PSCA) and confirmed in writing to the other party's address specified in the bidding document and construed its receiving if not responded.

**20. Taxes and Duties**

20.1 Service Provider/ Contractor /bidder shall be entirely responsible for all taxes, duties, license fees, etc., incurred until discharging of the contracted services Punjab safe cities authority.

**21. Corrupt or Fraudulent Practices**

21.1 The PSCA requires that Service Provider/ Contractor /Bidders, Service Providers, and Service Providers observe the highest standard of ethics during the procurement and execution of contracts. For the purposes of this provision, the terms set forth in PPRA Rules /Act shall be applicable:

(a) The PSCA will bar a firm/company/individual bidders/ Service Providers /consultants / contractor or what so ever named, in accordance with Blacklisting procedures under Punjab Procurement Rules 2014 in any case if deems so.

**22. Blacklisting Mechanism**

21.2 Furthermore, Service Provider/ Contractor / Bidders shall be aware of the provision stated in the General Conditions of Contract.

22.1. PSCA may, under the applicable Law (s) for a specified period, debar a bidder/ service provider/ Contractor from participating in any public procurement process of PSCA, if the bidder or contractor has:

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

22.2. If PSCA debars a bidder/service provider/ Contractor, the procuring agency:

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

22.3 PSCA has right to take any legal action against the bidder or company if he/they are found involve in corrupt practice in addition to blacklisting.

**23. Completion of Work/ Services/delivery of goods**

23.1 The authorized person of PSCA shall issue a satisfactory performance certificate/Goods Receipt Note to the service provider/ Contractor on the completion of the such work/ services/provision of goods entrusted to him through the contract by PSCA.

23.2 On basis of this completion certificate the services provider/ Contractor shall claim the payment/ services charges from the PSCA.

23.3 After issuing of completion certificate the contract deems to be terminated subject to any other condition such as warrantee, guarantee or performance mentioned in the contract.

## **Section III**

### **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.

#### **1. Definitions**

- a) The PSCA: *The procuring agency*
- b) The country: *Islamic Republic of Pakistan*
- c) The Service Provider: *Whose bid is responsive technically/ financially & lowest evaluated acceptable to PSCA.*
- d) The Project Site is: *Lahore or as required by PSCA.*

#### **2. Performance Guarantee**

The amount of performance guarantees, i.e. (Which shall be within 10% of the contract price) in the shape of CDR or 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 bidder 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 guarantee with in prescribed time/ extended time in writing, PSCA has the right to reject the bid of such bidder and forfeit his bid security in addition to initiate other legal action against him. The performance guarantee may be released after the completion of the satisfactory services as per the contract or as per the satisfaction of PSCA. The Performance Guarantee shall be forfeited in case of cancellation of contract by the Service Provider/Contractor or by PSCA.

#### **3. Bid Validity**

The bid validity time period is 180 days from the date of opening of bid (s). In case of any extreme reason PSCA may extend the bid validity period for the same period as per applicable Law (s). In case of any fraud, false document or discrepancy PSCA reserves the right to initiate a legal proceeding including blacklisting of bidder/Service provider as per procurement procedure/PPRA Rules 2014 (amended).

#### **4. Payment Mechanism:**

Payment shall be made in Pak. Rupees.

**Billing Cycle:** The contractor shall be paid by PSCA against each invoice for the goods delivered satisfactorily by the contractor under framework arrangement.

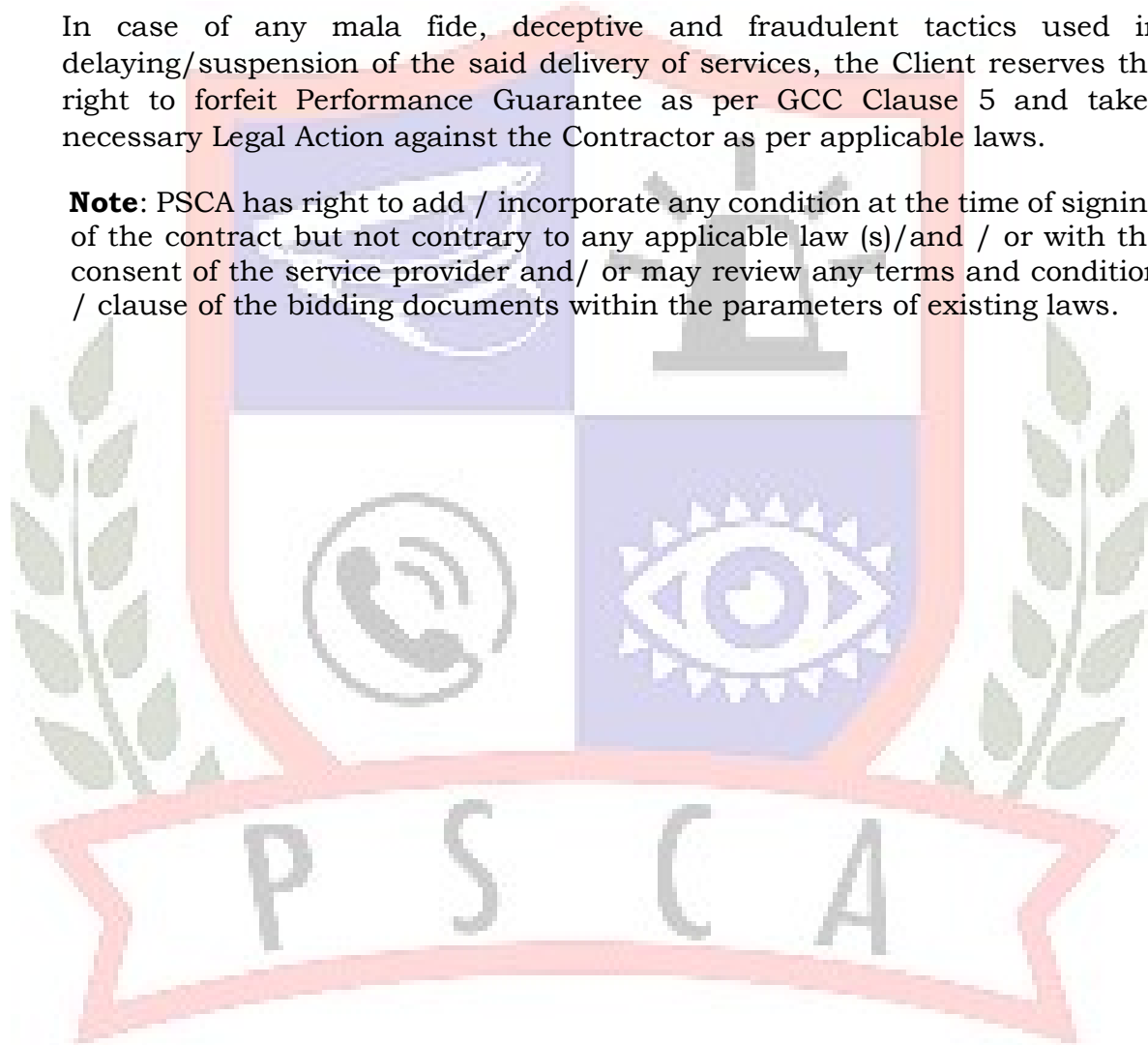


**Payment** shall be made subject to certification of invoice and issuance of satisfactory certificate/ Goods Receiving Note by PSCA (*unit head/focal person of assignment of relevant user department*) that the goods have been received satisfactorily, pursuant to the performance indicators.

The deductions at the rate of 0.2% of total contract value shall be made by PSCA, in case the delivered goods are not as per requirement.

In case of any mala fide, deceptive and fraudulent tactics used in delaying/suspension of the said delivery of services, the Client reserves the right to forfeit Performance Guarantee as per GCC Clause 5 and takes necessary Legal Action against the Contractor as per applicable laws.

**Note:** PSCA has right to add / incorporate any condition at the time of signing of the contract but not contrary to any applicable law (s)/and / or with the consent of the service provider and/ or may review any terms and condition / clause of the bidding documents within the parameters of existing laws.



**ANNEXURE-I: NON-DISCLOSURE AGREEMENT**

**NON-DISCLOSURE OF INFORMATION**

*[To be printed on a PKR 100 stamp paper]*

1. With reference to the services of (Name of the company/ firm), required by Punjab Safe Cities Authority (PSCA), regarding Hiring of Services for Provision of Hosting Server/Email Spam Protection Services for PSCA Website and Recruitment Portal, it is hereby acknowledged that the confidential information provided by PSCA shall be solely used for the intended purpose only. (Name of the company/ firm), or any representative of (Name of the company/ firm), shall not share the sensitive and confidential information to any other party, vendor or personnel under any circumstances.
2. If there is a requirement for sharing of information for VPN connectivity, (Name of the company/ firm), shall seek prior permission from PSCA to share the information.
3. In case of any breach related to non-disclosure of data, PSCA reserve its right to initiate proceedings in the Court of Competent Jurisdiction.
4. The above undertaking is correct to the best of my knowledge and belief and I have read and understood the above.
5. The Client may add any condition or clause in this NDA at the time of signing with mutual consent without affecting the substance of process of the procurement and contract price.

\_\_\_\_\_  
**(Name of the company/ firm),  
representative:**

\_\_\_\_\_

**Witness**

## DOCUMENT CHECKLIST

Bidder should provide these and other documents if mention in the bidding documents

SR. #	DOCUMENTS REQUIRED	ATTACHED
<b>TECHNICAL PROPOSAL</b>		
1.	Bidding Forms	
2.	Legal Status of the bidder (Incorporation Certificate, partnership deed & Form C/D, as applicable or any other valid supporting document in case of Sole Proprietorship)	
3.	NTN	
4.	Punjab Sales Tax/ General Sales Tax	
5.	Professional Tax Certificate	
6.	Bidding Document Fee – Evidence shall be pasted outside the main envelope/presented at the time of bid submission	
7.	Bid Security (Original) attached with Technical Bid/proposal	
8.	Signed & stamped bidding document and all attachment documents	
9.	Audited Balance Sheet or Bank Statement duly issued and certified by the bank for the last year from <u>1<sup>st</sup> April, 2019</u> to <u>31<sup>st</sup> March, 2020</u> (signed & stamped).	
10.	<b>Authority Letter</b> from the Bidder Company authorizing the relevant person to represent the company (If any).	
11.	Submission of undertaking of legal duly stamped and signed that the firm/ company, company, any firm/ company is not blacklisted or involve in any corrupt or illegal practice or banned or declared ineligible / blacklisted by any procuring agency/PPRA.	
12.	Past experience concerning to the project (minimum 02 experiences must be attached.)	
13.	Annexure-I: Non-Disclosure Agreement	
<b>FINANCIAL PROPOSAL</b>		
14.	Price Schedule	