



**BIDDING DOCUMENT
FOR**

**PROCUREMENT OF RADIO EQUIPMENT
RELATING TO FM RASTA**

Tender No: PSCA/28/18-March/2021

PUNJAB SAFE CITIES AUTHORITY, LAHORE

Date: March 18, 2021

DISCLAIMER

1. This request for bid documents has been prepared by the Punjab Safe Cities Authority, Lahore (“PSCA”)/procuring agency. This request constitutes no commitment on the part of the PSCA to enter into any arrangements with any Bidder in respect of this proposed procurement or otherwise.
2. The information contained in these bid documents or as may be subsequently provided to Bidder/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 bid documents, are indicative only and are provided solely to assist in a preliminary assessment of the proposed procurement.
3. These bid documents do not constitute an agreement; its sole purpose is to provide interested Bidders/Contractor with information that may be useful for them in preparing their bids pursuant to these bid documents.
4. These bid 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 bid documents.
5. The assumption, assessment, statements and information contained in these bid documents may not be complete, accurate and adequate or correct for the purposes of any or all Bidders/Contractor.
6. Each Bidder/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 bid documents and seek independent professional advice on any or all aspects of these bid documents, as deemed appropriate. However, PSCA not under obligation to consider any such advice or opinion.
7. All information submitted in response to this bid 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 sent by the post / courier / email / fax.
9. No decision shall be based solely on the basis of the information provided for any statements, opinions or information provided in these bid documents.
10. While submitting a proposal in response to these bid documents, each Bidder/Contractor certifies that he understands, accepts and agrees to the disclaimers set forth above.

11. Nothing contained in any provision of these bid documents or any statements made orally or in writing by the person or party/Bidder/Contractor 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 procurement 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 Bidder & PSCA without incurring any financial obligation in connection therewith.





INVITATION FOR BIDS



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

**“PROCUREMENT OF RADIO EQUIPMENT RELATING TO FM
RASTA”**

Interested eligible Bidder can obtain detailed bidding documents which are available in the office of PSCA after depositing/ submitting bidding document fee i.e. **Rs. 2,000/- (non-refundable)** in the shape of Pay Order made in favor of **“Chief Operating Officer Punjab Safe Cities Authority”, Account# PK07BPUN-6580045845500064** having NTN: 7129125-0 (**Bank of Punjab**) or submit fee in the said account and may also be downloaded from the website of PSCA (**www.pasca.gop.pk**) & PPRA (**www.ppra.punjab.gov.pk**).

Sealed and completed bids in accordance with the requirements of the bidding document must be reached in this office on or before **PST 1200** hours on **April 01, 2021** which **shall be opened on same date** in the presence of Contractor’s representative (who chose to attend) at **PST 1230** hours in the office of PSCA.

For obtaining any further information or clarifications, please feel free to contact at procurement@psca.gop.pk or 042-99051605-07

Punjab Safe Cities Authority

The Future of Punjab Police

PPIC3 Centre Qurban Police Line Lahore, Pakistan

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Punjab Safe Cities Authority

Part- I (Section I)

INSTRUCTIONS TO BIDDERS/CONTRACTOR

A. Introduction

1. Punjab Safe Cities Authority & This Project

- 1.1. Punjab Safe Cities Authority, Lahore (PSCA) has been established under the PSCA Act 2016 and functioning in Qurban Police Line Lahore.
- 1.2. PSCA has sufficient funds for this project/procurement, subject to the approval of the competent authority.
- 1.3. Punjab Police Integrated Command, Control & Communication (PPIC3) Lahore Project is a concept for retaining security and to provide the quality of life to today's complex cities through the use of technology, infrastructure, personnel and processes. FM RASTA is 24/7 providing information and updated news to citizens regarding traffic, crime and daily life. In this regards, PSCA intends to hire Contractor for providing equipment/desirables and their installation and related services/job relating to FM RASTA

2. Eligible Bidders/ Contractor, Experience &

- 2.1. This Invitation for Bids is open to all Bidder/Contractor's, except as provided hereinafter. Bidder/Contractor must meet the requirements as described in this bidding Document.
- 2.2. Government-owned enterprises may participate only if they are legally capable for that.
- 2.3. Bidders/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 and should have valid registration with tax authority
- 2.4. Joint Venture (JV) is not allowed for this project.

3. Eligible Goods/ Services and Scope of Goods/Services

- 3.1. The Bidder shall provide an up to date Equipment and all auxiliary services/work relating to Radio-FM RASTA per requirements of PSCA/mentioned in this bidding documents.
- 3.2. All equipment, supplies, and materials provided shall be new and branded.

4. Cost of Bidding

- 4.1. The Bidder/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 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/Contractor(ITB);
 - b. Bid Data Sheet (dully signed & stamped)
 - c. Specification of Bids;
 - d. Preparation of Bids;
 - e. Price Schedule;
 - f. Bid Submission Form;
 - g. Bid evaluation Criteria;
 - h. Technical & Financial Bids;
 - i. Performance Security Form;
 - j. Services/Goods Delivery time or completion time/schedule, Payment milestone;
 - k. Contract Forms;
 - l. General Conditions of Contract (GCC);
 - m. Special Conditions of Contract (SCC);
 - n. Any other/subsequent from correspondence if any;
- 5.2. The Bidder/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 Service Provide/Bidder's risk and may result in the rejection of its bid.

6. Clarification of Bidding Documents

- 6.1. A prospective Bidder/Contractor requiring any clarification of the bidding documents may notify the PSCA in writing or by email at PSCA'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 if necessary at its own or to clarify the bidding document. But it is the sole discretion of the PSCA which could not be claimed by any Bidder /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 Contractor/Bidder, may modify the bidding documents by amendment.
- 7.2. All prospective Contractor/Bidders that have submitted the bidding documents will be notified of the amendment in writing or by email, and all such amendments will be bidding on them.
- 7.3. In order to allow prospective Contractor/Bidder 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/Contractor, as well as all correspondence and documents relating to the bid exchanged by the Bidder/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/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 is case of any ambiguity the true Contract / copy shall be prevailed.

9. Documents Comprising the Bid

- 9.1. The bid prepared by the Bidder/Contractor shall comprise the following components:
 - (a) A Bid Form and a Price Schedule completed in accordance with ITB Clauses and evaluation criteria;

- (b) Documentary evidence established in accordance with ITB Clause that the Bidder/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 13 that the services to be supplied by the Bidder/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/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.

11. Bid Prices

11.1. The Bidder/Contractor shall fill up the Performa provided in the bidding document as required.

11.2. Prices quoted by the Bidder/Contractor shall be fixed during the 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/Contractor shall furnish, as part of its bid, documents establishing the 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 Contractor/Bidder's eligibility to bid shall establish to PSCA satisfaction that the 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 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 is a firm / company or organization has a valid certificate from Government entity in respect of its registration / renewal.
- (b) That the Contractor/Bidder has the financial, technical, managerial and production capability necessary to perform the Contract;
- (c) That the 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 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 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/ 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 Contractor/Bidders' bid security will be discharged or returned as promptly as possible before expiring of the period of bid validity prescribed by the PSCA pursuant to relevant ITB Clause as per PPRA Rules 2014 (amended). The bid security of successful Contractor/Bidder shall be released after receiving of valid performance guarantee and/or Contract signing or as per the decision of PSCA.
- 15.4. The bid security is required to protect the PSCA against the risk of Contractor/Bidder's conduct which would warrant the security's forfeiture under the followings conditions:
 - (a) (I) If a Contractor withdraws its bid during the period of bid validity specified by PSCA on the Bid Form; or
 - (II) Bidder refused to signed the Contract or provide further information or object any condition of this bidding document after submitting its bid or found

indulged in any corrupt practice or submit any false statement/document to PSCA.

- (b) In the case of a successful Contractor/Bidder, if the Contractor/Bidder fails;
- I. To sign the Contract in accordance with requirements
 - II. To furnish performance security 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 PSCA, pursuant to relevant ITB Clause. A bid validity for a shorter period than the requirement shall be rejected by the PSCA.

16.2. In exceptional circumstances, PSCA may solicit the 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 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/ Contractor 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 should be received well before the deadline provided in the bidding documents on the specific address otherwise all late bids shall be rejected.

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 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 Contractor/Bidder.

20. Withdrawal of Bids

- 20.1. The Contractor/Bidder may withdraw its bid after the bid's submission subject to a notice in writing which should be received in the office of PSCA prior to one day of the deadline prescribed for submission of bids.
- 20.2. The 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/process/ method 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. PSCA will open all bids in the presence of Contractor/Bidders' representatives who choose to attend, at the time, on the date, and at the place specified in the Bid Data Sheet. The Contractor/Bidders' representatives with authorization letter and Original Identity Card who are present shall sign an attendance sheet evidencing their presence.
- 22.2. The Contractor/Bidders' name, bid modifications or withdrawals, bid prices, discounts, and the presence or absence of requisite bid security and such other details as PSCA, at its discretion, may consider appropriate, will be announced at the opening. No bid shall be rejected a bid opening (after opening the bids), except for late bids, which shall be returned unopened to the 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, PSCA may, at its discretion, ask the 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. 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 or examine the performance of the machine/equipment at PSCA office or anywhere.
- g. Any other certificate or exercise or action or test that PSCA deems necessary for the said project.

23.3. 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 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 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 Contractor/Bidder to present the proposed solution/methodology within three (03) days or as and when required after the submission of bid, if required.

24. Preliminary Examination

24.1. 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, and whether the bid document fee has paid and bids are generally in order.

24.2. 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 Contractor/Bidder.

24.3. At the stage of preliminary examination (after opening of the bids) no bid shall be returned or rejected except stated above.

25. Qualification & Evaluation of Bids

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

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

25.3. 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/it's dissatisfaction on the technical evaluation report/ results its financial bid(s) shall be retained and shall be returned accordingly.

25.6. Any objection/grievance against the technical disqualification shall be submitted to PSCA by any agreed Bidder within three (3) days after the announcement of technical results. No such grievance/objection/representation shall be entertained/accepted which was submitted after the expiry of three (3) days as provided above.

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

25.8. 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 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.

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

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

- 26. Announcement 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 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 Contractor/Bidder wishes to bring additional information or has grievance to the notice of the PSCA, it shall do so in writing.
- 27.2. Any effort by a Contractor/Bidder to influence the PSCA during bid evaluation, or bid comparison may result in the rejection of the Contractor/Bidder's bid and forfeiting of its bid security and its blacklisting.

F. Award of Contract

- 28. Award Criteria** 28.1. Subject to ITB Clause 30, the PSCA will award the Contract to the successful Contractor/ 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 most advertise bid as defined in PPRA Rules 2014.
- 28.2. In case if more than one Contractor/ Bidder quotes the same cost/equal (lowest bid) the PSCA may ask only to those lowest Contractor/ Bidders at once to submit their financial bids again or opt any other option for evaluation and completion of process.
- 29. Punjab Safe Cities Authority's Right to Vary Quantities at Time of Award** 29.1. 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. 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)/Contractor or any obligation to inform the Contractor/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 Contractor/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 Contractor/ 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

32.1. After notifications to the successful Contractor/ Bidder that its bid has been accepted, the successful Bidder/Contractor 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/ Contractor within seven (07) days (or extendable date or as per requirement by PSCA).

32.2. Prior to that signing of the Contract the successful Contractor/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/ Contractor.

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

33. Commencement of the Contract

33.1. The Contract shall be commenced after its signing/ or as decided at that time subject to confirmation the performance guarantee (if any) from the concern bank.

34. Integrity Pact

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

35. Performance Security

35.1. Within Seven (07) days issuing of advance letter of acceptance to the successful Bidder by PSCA, the successful Bidder shall furnish the performance security (if required) in accordance with the Conditions of Contract, on the Performance Security Form provided in the bidding documents, or in another form acceptable to the PSCA. However, such advance letter of acceptance shall not be declared a Contract or create any right for Contract.

35.2. Failure of the successful Bidder to comply with the directions of relevant ITB Clauses or any other requirement shall constitute sufficient grounds for the annulment of the advance letter of acceptance/award and forfeiture of its security (bid security or performance guarantee) & blacklisting or on any other reason deems appropriate. PSCA may make the award to the next lowest evaluated Contractor/Bidder or call for new bids in such eventuality.

36. Corrupt or Fraudulent Practices

36.1. PSCA requires that 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. 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, 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 Contractor/Bidder may approach to the Grievance Redressed Committee (GRC) that shall be notified by 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/Service Provide is declared technically irresponsible or disqualified by the

technical evaluation committee of PSCA such Bidder/ Contractor 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. PSCA (through its COO) and the 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 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 Contractor

39.1. In case of any illness/ injuries/ causality resulting from any accident to the staff of Contractor; 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 Contractor PSCA; shall not facilitate to the Contractor or wait for its resolution. However, in no case the schedule work/ services shall be disturbed and the Contractor 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 Contractor or its employees toward the breach of any law of the land.

39.4. Punjab Procurement Rules 2014 (amended) and applicable Laws shall be followed in this procurement process.

Section-II 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 (ITB) Part One. Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

Introduction
PUNJAB SAFE CITIES AUTHORITY, LAHORE
Name of Project: PROCUREMENT OF RADIO EQUIPMENT RELATING TO FM RASTA
For clarification purposes, the Employer's address is: PSCA – Qurban Police Lines, Lahore. Phone #: 042-99051605-7 and Email: procurement@psca.gop.pk Requests for clarification (if any by the prospective Bidder(s)) shall be received to PSCA within seven (07) calendar days before to the closing date the bids.
Language of the bid – English

Bid Price and Currency
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 Pak Rupees (including all taxes) and shall be fixed subject to verification.

Preparation and Submission of Bids
Mandatory Requirements: The interested Bidder/Contractor to provide documentary evidences against the below mentioned requirements: <ol style="list-style-type: none">a. Certificate of Incorporation of Bidder's firm/ Company showing its location and the date of registration in case of company/firm and original ID card etc. in case of otherwiseb. Proof of valid NTN.c. Proof of valid General Sales Tax.d. Proof of valid Professional Tax Certificate.e. Bidding Document Fee – Evidence shall be pasted outside of the main envelope, the evidence shall be presented at the time of bid submission.f. Bid Security attached with Technical Bid/proposal.g. Signed & stamped bidding document and all attachments (attachments & statements).

- h.** Bank Statement for last calendar year (from Jan 1st, 2020 to Dec 31st, 2020) signed & stamped by the Bidder and concerned bank or as demanded by PSCA.
- i.** Affidavit that the Bidder shall be responsible to conform all the requirements/specifications mentioned in the bidding document.
- j. Authority Letter** from the Bidder Company/firm etc. authorizing the relevant person to represent the Bidder (If any).
- k.** 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.

Amount of Bid Security:

The required bid security is **PKRs. 30,000/-** 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 /**“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).**

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: April 01, 2021** not later than **1200 Hours**

Time, Date, and Place for Bid Opening: April 01, 2021 at 1230 Hours PSCA Office.

Bid Evaluation

Criteria for bid evaluation, lowest price offered by the technically qualified/ responsive Bidder/ Contractor inclusive of all taxes.

Contract Award

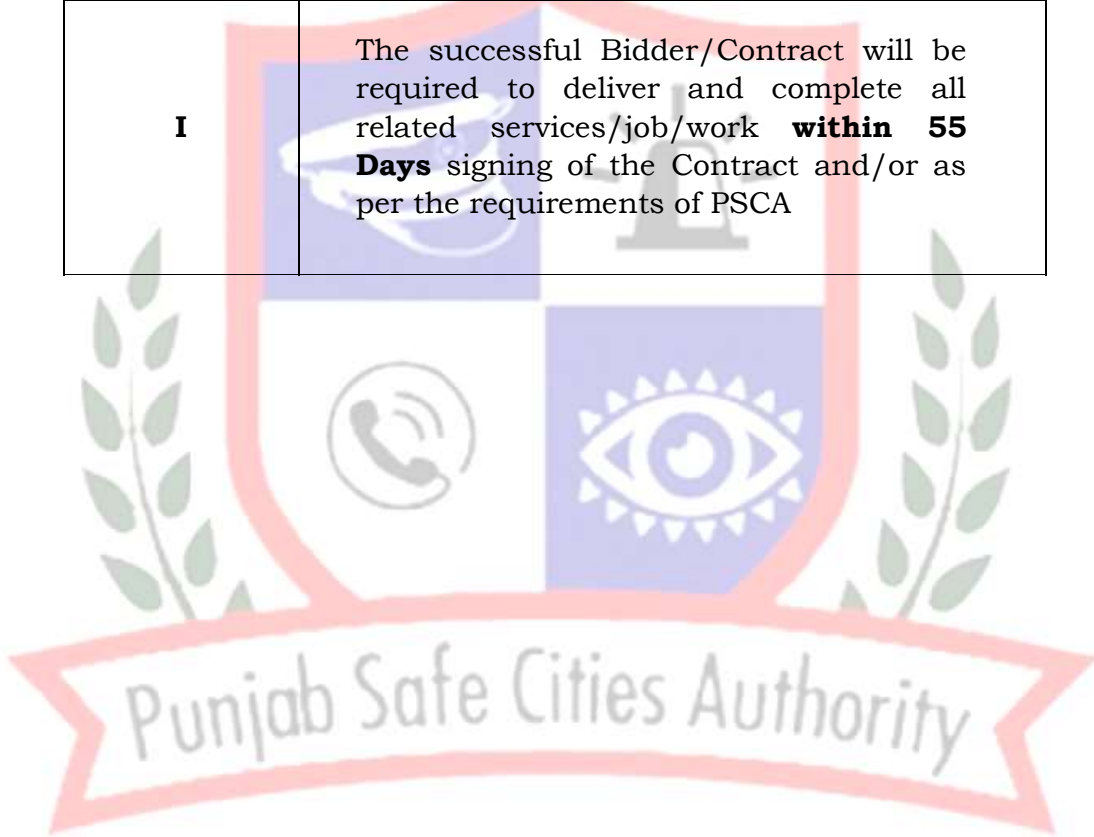
Percentage for quantity increase or decrease and the scope of services may be reviewed as per the requirement of PSCA within the parameter of applicable laws/rules.

Section-III

Schedule of Requirements

TABLE 1 **DELIVERY SCHEDULE OF SERVICES**

Sr. #	Delivery Time Period
I	The successful Bidder/Contract will be required to deliver and complete all related services/job/work within 55 Days signing of the Contract and/or as per the requirements of PSCA



Section IV

Requirement & Technical Specification

1. The Contractor shall provide an up to date Radio FM broadcasting setup.
2. FM Transmitter 1000W [87-108 MHz]
 - 1 KW FM Stereo Transmitter Robust and Rugged, frequency agile, 88-108MHz microprocessor controlled, over temperature and over VSWR protection ready.
3. FM 6 Bay Dipole Antenna, Aluminum [Should cover complete Lahore]
 - Wide Band Antenna System Vertical polarized, Omni directional, 2dBd gain per dipole Frequency range 87-108MHz,
4. Tune able to any frequency. High quality Splitter along with connecting cables to feed the Antennas, Rugged and designed for high performance.
5. Feeder Cable, Power cable, Audio Cable etc. to provide uninterrupted services.
6. Installation of all the delivered/ provided equipment.
7. The bidder shall be responsible for two (02) years fully support of delivered and installed equipment after installation and operationalization of the same and SLA may be signed at the time Contract with the contractor regarding the terms & conditions of that.
8. All required Cables & Connectors should be best standards and the samples of such offered Cables & Connectors may be called at the time of bid submission of technical bid evaluation time to confirm the standard of offered Cables & Connectors.
9. In case the offered Cables & Connectors are of substandard or don't qualified by PSCA, the bidder may be asked to replace its offered Cables & Connectors as per requirements of PSCA and/or disqualify the bidder on this sole ground.

NOTE:

- (i) All samples/equipment/items/supplies and materials provided shall be new and branded.
- (ii) Refurbished samples/equipment/items/ supplies and material will not accepted.
- (iii) The Bidder shall quote bid with original/branded and high standard.
- (iv) PSCA shall never compromise the quality of the desirables.

Section V

EVALUATION CRITERIA

Sr. No	Criteria	Comment/ Description	Max. Marks	Documents Required
1.	Number of Years of Existence of Firm	02 or more Years = 10 Points 01 Year = 5 Points Less than 01 Year = 0 Points	10	Signed & Stamped
2.	Total Number of Projects implemented	02 or more Projects= 10 Points 01 Project = 05 Points Less than 01 Project = 0 Point	10	Signed & Stamped
3.	Cumulative value of similar contracts/award successfully completed in last Five (05) years for each Lot	PKRs. 2 Million or More = 10 Points PKRs. 1 Million or above and less than PKRs. 2 Million = 08 Points PKRs. 0.75 Million or above and less PKRs. 1 Million = 05 Points Less than 0.75 Million= 0 Point	10	Signed & Stamped
4.	Sample/Brusher of equipment's	Approved = 20 Points Rejected = 0 Point	20	Need base sample / brusher required as per technical committee requirements
Total Marks =50			Minimum Passing Marks = 35	

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 [Project Title] in conformity with the said bidding documents for the sum of [total bid amount in words and figures (financial be part of financial proposal only)] 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 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")

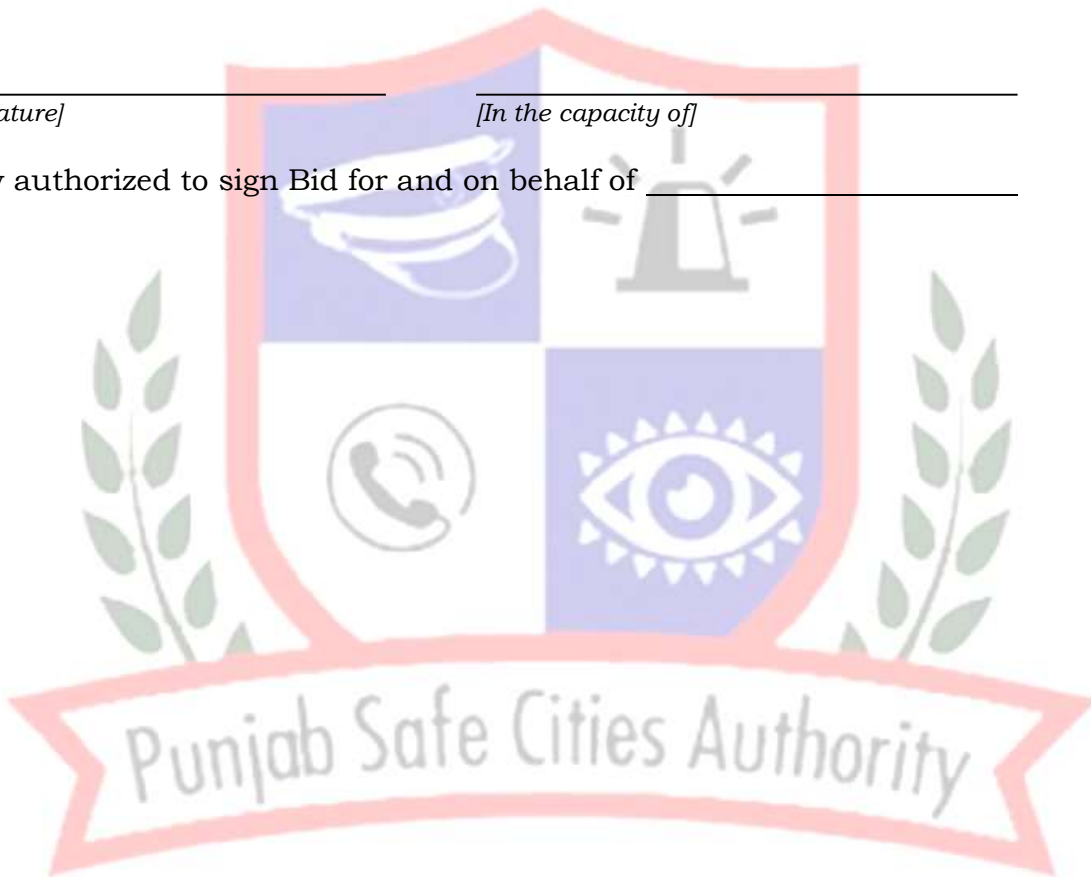
We understand that PSCA is not bound to accept the lowest or any received bid and may cancel the process at any time.

Dated this _____ day of _____ 20_____.

[Signature]

[In the capacity of]

Duly authorized to sign Bid for and on behalf of _____



b. UNDERTAKING

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

The Bidder has read and understand all the terms & conditions of the bidding
documents and accept each and every condition thoroughly.

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

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

Notarized this _____ day of 20_____

Signature: _____

Stamp: _____

Note: Bidder/Contractors required to fill this undertaking and submit with
his/its bid and in case of failure its/his bid shall be rejected straight forward.

2. Price Schedules

Sr. #	Description	Unit	Estimated Quantity	Price Per unit (Including All Gov. Taxes)	Total Price Including All Gov. Taxes)
1.	FM Transmitter 1000W [87-108 MHz] 1 KW FM Stereo Transmitter Robust and Rugged, frequency agile, 88-108MHz microprocessor controlled, over temperature and over VSWR protection ready.	No	01		
2.	FM 6 Bay Dipole Antenna, Aluminum [Should cover complete Lahore] Wide Band Antenna System Vertical polarized, Omni directional, 2dBd gain per dipole Frequency range 87-108MHz, Tune able to any frequency .High quality Splitter along with connecting cables to feed the Antennas, Rugged and designed for high performance.	No	01		
3.	Feeder Cable (Per Meter Price)	Meter	50		
4.	Power cable (Per Meter Price)	Meter	05		
5.	Audio Cable (Per Meter Price)	Meter	50		
6.	RF Connectors (Unit Price)	No.	02		
7.	Support for 2 years	Year	02		
Grand Total (PKRs.)					

Note:

1. The Contractor/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. Feeder Cable, Power Cable, Audio Cable and RF Connectors will be paid as per actual quantities.
3. All equipment, supplies, and materials provided shall be branded.
4. In case of discrepancy between unit price and total, the unit price shall prevail.

5. The bids will be evaluated on the basis of above stated Table.
6. All prices must be included with all prevailing taxes.
7. The payment will be made as per actual work/services after the issuance of satisfactory delivery note/certificate from the concerned officer of PSCA.
8. The Bidder is required to fill-up this Performa and submit to PSCA. No alternative or other than this Performa or incomplete Performa shall be acceptable.
9. In case other than this Performa submission the offer/ bid shall be rejected straightforwardly.
10. In case of any discrepancies / differences the content of this price schedule shall prevail.

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 or incomplete informatory request will lead to rejection of this bid/offer (financial).

Punjab Safe Cities Authority

3. Project Payment Milestone

Sr. No.	Milestone	Timeline	Payment
1	Delivery & Inspection of Equipment	45 Days from Signing of Contract	40%
2	Installation at PSCA/Site	50 Days from Signing of Contract	30%
3	Successful Testing and SAT	55 Days from Signing of Contract	30%

Note:

Payment of support for installed equipment and their operationalization after installation will be made quarterly basis after the completion of assignment/issuance of satisfactory note/ after acceptance from the concerned unit of PSCA.



Part-II (Section I)

Contract Forms

1. CONTRACT FORM

THIS AGREEMENT made the ____ day of _____ 20____ between PSCA (hereinafter called “the Employer/Client”) of the one part and [name of Contractor] of (hereinafter called “the Contractor”) 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 Contractor 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 Contractor
3. The Client hereby covenants to pay the Contractor 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, and 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 Contractor/Bidder).

2. PERFORMANCE SECURITY FORM

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]

Section II

General Conditions of Contract

1. Definitions

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

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

- a. “Authority” means Punjab Safe Cities Authority, Lahore
- b. “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
- c. “Blacklisting” means debar the Bidder/ 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.
- d. “Bidder” means who accept all the terms & conditions of these bidding documents and submit its bid and after himself as a competitor in the process of this procurement.
- e. “Conflict of Interest” means
 - i. where a Bidder/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 way.
- f. “Contract” means the agreement entered into between the PSCA and the Contractor, as recorded

in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

g. “Contractor” means a person/firm/company who’s bid/offer found the most advantages bid/offer or lowest bid after its evaluation and signed the Contract with undertaking to complete the assignment/work properly and satisfactory under the strict compliance of the Contract.

h. “Contract Price” means the price payable to the Contractor under the Contract for the full and proper performance of its contractual obligations.

i. “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.

j. “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 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, 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;

k. “Day” means calendar day.

l. “Employer/Client” means PSCA (through its authorized officer) that signs the Contract for the services with the selected/qualified Contractor.

m. “Firm” means a firm register or deemed to be register with the office of registrar.

n. “GCC” means the General Conditions of Contract contained in this section.

- o.** “Goods” means all of the equipment/machinery, and/or other materials and auxiliary services/work which the Contractor is required to deliver/supply to the PSCA under the Contract.
- p.** “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 of the bidding documents/ satisfaction of procuring agency.
- q.** “Province” means Punjab Province.
- r.** “SCC” means the Special Conditions of Contract.
- s.** “Contractor” means a legally established professional firm/ company or entity that may provide/provides the services to the client under the Contract
- t.** “The Services” means the work to be performed by the firm/company or entity pursuant to the Contract / SLA.
- u.** The “PPRA Rules means the Punjab Procurement Rules 2014 amended to date or any other instructions of the Government relating to the procurement process.
- v.** “Punjab Safe Cities Authority” means the organization/ procuring agency intends to complete the assignment/ hiring the services/the Employer/Client/PSCA.
- w.** “The Project Site,” where applicable, means the place or places named in SCC/SLA or directed by the PSCA.
- x.** “Working Day” mean day when office is not closed due to any public notified holiday.

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. Eligible Goods/ Services and Scope of Goods/Services

- a. Contractor shall be required to perform the work/complete the assignment and provide all related service to PSCA as per description and requirement mentioned Section IV of the bidding document(s).
- b. Contractor shall appoint Project Coordinator/ Manager for this project to coordinate with PSCA and all relevant departments.
- c. The Bidder/Contractor may visit the site at his own risk and cause if he desired so.

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

- a. The Contractor/ Bidder shall not, without prior written consent of PSCA, disclose the Contract, SLA 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.
- b. The Contractor/ Bidder shall permit the PSCA to inspect the Contractor/ Bidder's accounts and records relating to the performance of the Contractor/ Bidder and to have them audited by auditors appointed by the PSCA, if so required.

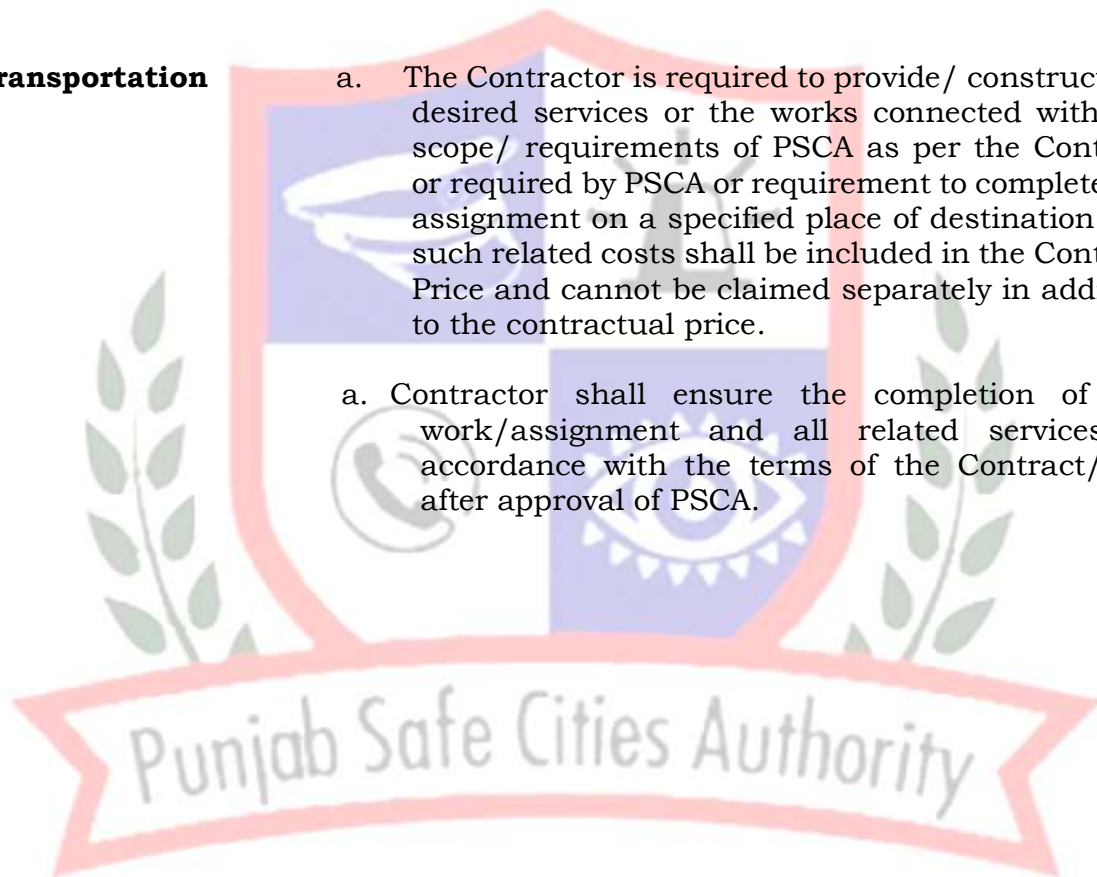
5. Performance Guarantee

- a. Within seven (7) days of issuing of letter of acceptance to the successful Bidder by PSCA, the successful Contractor/Bidder shall furnish to PSCA the performance security in the amount specified in SCC before the execution of the Contract.
- b. The proceeds of the performance guarantee shall be payable to the PSCA as compensation for any loss resulting from the Contractor's failure to complete its obligations under the Contract.
- c. The performance security shall be denominated in the currency of the Contract acceptable to PSCA and shall be in a form of:
 - d. Bank guarantee 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 PSCA

- e. The performance security will be discharged by PSCA and returned to the Contractor not later than thirty (30) days following the date of completion of the Contractor's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in SCC or determined at the signing of the Contract.
- f. The Performance security 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 Contractor/Bidders.

6. Transportation

- a. The Contractor is required to provide/ construct the desired services or the works connected with the scope/ requirements of PSCA 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.
- a. Contractor shall ensure the completion of the work/assignment and all related services in accordance with the terms of the Contract/SLA after approval of PSCA.



- a. The method and conditions of payment to be made to the Contractor under the Contract or the payment milestone & SLA or at the time of Contract signing.

- a. PSCA at any time, by a written order given to the Contractor, may make any change within the general scope/ requirements of the Contract in any one or more notwithstanding anything contrary to prevailing Laws / Rules.

10. Contract & its Commencements

- a. No variation or modification of the terms of the Contract shall be made except by written amendment signed by both parties.
- b. The Contract shall be commenced after verification of the Bank guarantee submitted by the Contractor from the concerned bank if otherwise not provided.

11. Delays in the Contractor's Performance

- a. Delay in provision of Services by the 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 shall be imposed @ 0.2% per day of the total Contract amount.
- b. The PSCA focal person shall conduct visit to the sites in order to monitor progress. The Contractor shall not obstruct visit of PSCA focal person and provide the reasonable facility to such person.

12. Termination for Default

- a. The PSCA, 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 perform the services 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 Contractor fails to perform any other obligation(s) under the Contract.
 - c. If the 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.
- b. 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 similar to those undelivered, and such additional costs shall be payable by the Contractor. However, the Contractor shall continue performance of the Contract to the extent not terminated.

13. Force Majeure

- a. Notwithstanding anything contrary provided in the provisions of GCC Clauses, the Contractor shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- b. For purposes of this clause, “Force Majeure” means an event beyond the control of the Contractor and not involving the Contractor's fault or negligence and not foreseeable.
- c. If a Force Majeure situation arises, the Contractor shall promptly notify the PSCA in writing of such condition and the cause thereof. Unless otherwise directed by the PSCA in writing, the 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

- a. PSCA may at any time terminate the Contract by giving written notice to the Contractor if the Contractor becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the 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 PSCA.

15. Termination for Convenience

- a. PSCA, by written notice to the Contractor or without such notice, may terminate the Contract, in to 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, 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.

- b. 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

- a. The PSCA and the 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.

- b. The matter shall be referred to MD **PSCA** if 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.

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

17. Governing Language

- a. 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

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

19. Notices

- a. 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 & Duties

- a. Contractor/Bidder shall be entirely responsible for all taxes, duties, license fees, etc., incurred until discharging of the contracted services PSCA.

21. Corrupt or Fraudulent Practices

21.1. PSCA requires that Contractor/Bidders, 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 2014 (amended)/Act shall be applicable:

- a. The PSCA will bar a firm/company/individual Bidders/Contractor/consultants / Contractor or what so ever named, in accordance with blacklisting procedures under PPR-14 in any case if deems so.

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

22. Blacklisting Mechanism

22.1. PSCA (Managing Director or Chief Operating Officer or any other authorized officer of PSCA) may, under the applicable Law (s) for a specified period, debar a Bidder/ 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/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/ company if he is found involve in corrupt practice in addition to blacklisting.

23. Completion of Work/ Services

23.1. The authorized person of PSCA the end user shall issue a satisfactory performance certificate to the Contractor on the completion of such work/ services entrusted to him through the Contract/SLA by PSCA.

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

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



The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein (SCC) 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 Contractor: *Whose bid is responsive technically/financially & lowest evaluated acceptable to PSCA.*
- d) The Project Site is: *Lahore or as determined by PSCA*

2. Performance Security

The amount of performance security, i.e. (Which shall be within 10% 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 Bidder to PSCA after issuing of the letter of acceptance with in seven (7) working days (in official hour) or as required by PSCA. 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 Bidder 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 / SLA or as per the satisfaction of 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 against such Bidder/ Contractor including blacklisting of Bidder/Contractor per procurement procedure/PPRA Rules 2014 (amended).

4. Termination

PSCA has the right to scrape the procurement process at any stage before the signing of the contract or to terminate the contract as per its convenience without prior notice or by written notice of seven (7) days. The duration of the contract shall be decided at the time of contract signing in addition to the bidding GCC, SCC and any other terms & conditions.

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 Contractor and/ or may review any terms and condition/clause of the bidding documents within the parameters of existing laws.

DOCUMENT CHECKLIST

Bidder shall provide the following documents and other documents/evidences required in these bidding documents

SR. #	DOCUMENTS REQUIRED	ATTACHED
TECHNICAL PROPOSAL		
1.	Certificate of Incorporation of Bidder's firm/ company showing its location and the date of registration etc.	

2.	Proof of valid NTN.	
3.	Proof of valid General Sales Tax.	
4.	Proof of valid Professional Tax Certificate (FY 2020-21).	
5.	Bidding Document Fee – Evidence shall be pasted outside the main envelope/presented at the time of bid submission.	
6.	Bid Security (Original) attached with Technical Bid/proposal	
7.	Signed & stamped bidding document and all attachment documents	
8.	Bank Statement for last calendar year (from Jan 1 st 2020 to Dec 31 st 2020) signed & stamped by the Bidder and concerned bank or as demanded by PSCA.	
9.	Affidavit that the Bidder shall be responsible to conform all the requirements/specifications mentioned in the bidding document.	
10.	Authority Letter from the Bidder Company/firm etc. authorizing the relevant person to represent the Bidder (If any).	
11.	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.	
FINANCIAL PROPOSAL		
12.	Price Schedule	