

BIDDING DOCUMENT
FOR
HIRING OF SERVICE PROVIDER FOR
MESS/CAFETERIA OF PPIC3 CENTRE
LAHORE

Tender No: PSCA/24/16-February/2021

PUNJAB SAFE CITIES AUTHORITY

Date: February 16, 2021

DISCLAIMER

1. This request for bidding documents has been prepared by the Punjab Safe Cities Authority ("PSCA")/ procuring agency. This request constitutes no commitment on the part of the PSCA to enter into any arrangements with any 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/service providers (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/service providers 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/service providers.
6. Each bidder/Service Provider 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/Service Provider certifies that he/it 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 shall have the effect of negating or suspending any of the disclaimers set forth herein.
12. This PSCA reserves the right to withdraw 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.
13. PSCA has also right to rectify any arithmetical or typo mistake at any time of this process.



INVITATION FOR BIDS



Punjab Safe Cities Authority (PSCA) invites sealed bids from eligible Bidder for:

“Hiring of Service Provider for Mess/ Cafeteria of PPIC3 Centre Lahore”

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 account or in the shape of Pay Order made in favor of **“Chief Operating Officer Punjab Safe Cities Authority”**, Account# **PK07BPUN-6580045845500064 (Bank of Punjab)** or submitting fee in the bank account and may also be downloaded from the website of PSCA (**www.pasca.gov.pk**) & PPRA (**www.ppra.punjab.gov.pk**).

Sealed and completed bids in accordance with the requirements of the bidding documents must be reached in this office on or before **PST 1200** hours on **March 05, 2021** which **shall be opened on same date** in the presence of Service Provider’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.gov.pk & 042-99051605-7

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

A. Introduction

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| 1. Punjab Safe Cities Authority & This Project | <p>1.1. Punjab Safe Cities Authority (PSCA) has been established under the PSCA Act 2016 and functioning in Qurban Police Line Lahore.</p> <p>1.2. PSCA has sufficient funds for this project/Procurement, subject to the approval of the competent authority.</p> <p>1.3. PSCA requires service provider for mess/ cafeteria established in Punjab Police Integrated Command, Control and Communication (PPIC3) Centre Lahore.</p> |
| 2. Eligible Bidders/ Services Providers, Experience & | <p>2.1. This Invitation for Bids is open to all Bidder/Service Provider's, except as provided hereinafter. Bidder/Service Provider must meet the requirements as described in this bidding Document.</p> <p>2.2. Government-owned enterprises may participate only if they are legally capable for that.</p> <p>2.3. Bidders/Service Providers 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.</p> <p>2.4. Each bidder/Service Provider is allowed to submit only one bid for either individually or as firm etc. In case a bidder/Service Provider submits more than one bid his/it's all bids shall be rejected.</p> <p>2.5. Joint Venture (JV) is not allowed for this procurement.</p> |
| 3. Scope of Services | <p>3.1. This procurement is to provide catering services in PPIC3 mess. The scope and description of the MESS services to be provided are given below:</p> <p>3.1.1. Mess Services in the specified area provided by the PSCA.</p> <p>3.1.2. The service provider shall provide and render the entire kitchen & mess services through fully equipped kitchen and</p> |

preparation and serving of food 24/7 hours on all days.

- 3.1.3. The service provider shall use fresh and raw materials to prepare food. Food/meal shall be prepared in kitchen area of PSCA.
- 3.1.4. Provision of food items as per agreed rate list provided.
- 3.1.5. No prepared food shall be allowed to enter in the office of PSCA/PPIC3 and serve in café of PSCA/PPIC3 other than required by the Authority.
- 3.1.6. Service Provider/Contractor should maintain proper sanitation and cleanliness in food preparation, dining & service areas
- 3.1.7. The monthly schedule of meals shall be prepared in start of each month and shared with the PSCA focal person for finalization & implementation
- 3.1.8. Repair and maintenance of all kitchen equipment and mess fittings will be the Service Provider/Contractor's responsibility.
- 3.1.9. The Service Provider/Contractor has to use its own catering equipment to provide the catering service.
- 3.1.10. The Service Provider/Contractor shall be responsible for payment of salaries, charges, dues etc. to its hired staff as per prevailing laws and rules and the Client shall not have any liability towards them in any manner. The Service Provider/Contractor will not engage in any child labor.
- 3.1.11. At the end of the Contract Period, the mess building/area is to be returned to the PSCA in a properly maintained and operational condition as provided.
- 3.1.12. PSCA may verify the character of the employees of the Service Provider/Contractor from the concerned Police

Station at any time during the Contract/ agreement or procurement.

- 3.2. Service Provider shall appoint Project Coordinator/ Manager for this project to coordinate with Punjab Safe Cities Authority and all relevant departments.
- 3.3. The bidder/Service Provider may visit the site at his own risk and cause if he desired so.

4. Cost of Bidding

- 4.1. The Bidder/Service Provider 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/Service Providers (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/Service Provider 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/Service Provider 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. But it is the sole discretion of the PSCA which could not be claimed by any bidder /Service Provider 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, may modify the bidding documents by amendment.

7.2. All prospective 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 Service Provider/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/Service Provider, as well as all correspondence and documents relating to the bid exchanged by the Bidder/Service Provider 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 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/Service Provider 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/Service Provider 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/Service Provider 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 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/Service Provider shall fill up the Performa provided in the bidding document as required.

11.2. Prices quoted by the Bidder/Service Provider shall be fixed during the Service Provider/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**

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

and

Qualification

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

- (a) That if a bidder/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/Bidder has the financial, technical, managerial and production capability necessary to perform the contract;
- (c) That the Service Provider/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/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/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 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 bidders' bid security will be discharged or returned as promptly as possible before expiry the expiration 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 Service Provider/bidder shall be released after receiving of valid performance guarantee and/or contract signing or as per the discretion of PSCA.

15.4. The bid security is required to protect the PSCA against the risk of Service Provider/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 Service Provider/Bidder, if the Service Provider/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 Punjab Safe Cities Authority, 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, the PSCA may solicit the Service Provider/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/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 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 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/Bidder.

20. Withdrawal of Bids

20.1. The Service Provider/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 Service Provider/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. The PSCA will open all bids in the presence of Service Provider/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 will be present, sign an attendance sheet evidencing their presence.
- 22.2. The Service Provider/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 announce at the opening of the bids. 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/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. However, any missing document or any clarification may be called by the technical evaluation committee of PSCA.
- 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/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/food laboratory 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 procurement.
- h. PSCA may correct arithmetical, grammatical, technical or typo mistake during the evaluation, before the signing of the contract after the issuance of notification to the bidder or its owner.

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

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/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 Service Provider/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/irresponsive 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. 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. The PSCA shall only **financially evaluate** 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 Service Provider 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 Service Provider/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/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/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

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/ most advantageous 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 for evaluation and completion process.

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 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.

**Right to
Accept or
Reject All Bids**

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**

35.1. 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).

35.2. 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.

35.3. 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.

35.4. 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

33.1. The Contract shall be commenced after its signing/ or as decided at that time subject to confirmation of the performance guarantee (if any) from the concern bank. Moreover, PSCA may review and any condition of the contract after its execution.

34. Integrity Pact

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

35. Performance Security

35.1. Within Seven (07) days or as per requirement of PSCA of the receipt of notification of award/letter of acceptance from the PSCA, the successful Service Provider/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 Service Provider/ 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 the security (bid security or performance guarantee) & blacklisting or any other reason deems appropriate. PSCA may make the award to the next lowest evaluated Service Provider/Bidder or call for new bids in such eventuality.

36. Corrupt or Fraudulent Practices

36.1. The PSCA requires that Service Provider/ 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/ 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/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/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 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 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 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 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 mentioned herein shall prevail over those in ITB.

Introduction

PUNJAB SAFE CITIES AUTHORITY

Name of Project: **Hiring of Service Provider for Mess/Cafeteria of PPIC3 Centre Lahore**

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 seven (07) calendar days before to the closing date the bids.

Language of the bid – English

Bid Price and Currency

The cost quoted shall be inclusive of all applicable taxes and service provider shall render its services/ complete works/assignment at site/ location in accordance with the Schedule of Requirements.

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/Service Provider to provide documentary evidences against the below mentioned requirements:

- a.** Certificate of Incorporation of bidder's firm/ Company showing its location and the date of registration and original ID card etc.
- b.** Copy of NTN Certificate
- c.** Copy of Punjab Sales Tax Certificate
- d.** Copy of 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

- h.** Bank Statement for the last two financial years (from July 1, 2018 to June 30, 20) signed & stamped by the bidder and concerned bank or as demanded by PSCA.
- i.** 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. 50,000/-** 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) or bank guarantee (Pakistani Bank) in favor of **“Chief Operating Officer Punjab Safe Cities Authority”, Account# PK07BPUN-6580045845500064 (Bank of Punjab)** with 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: March 05, 2021** no later than **1200 Hours**

Time, Date, and Place for Bid Opening: March 05, 2021 at 1230 Hours
PSCA Office.

Bid Evaluation

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

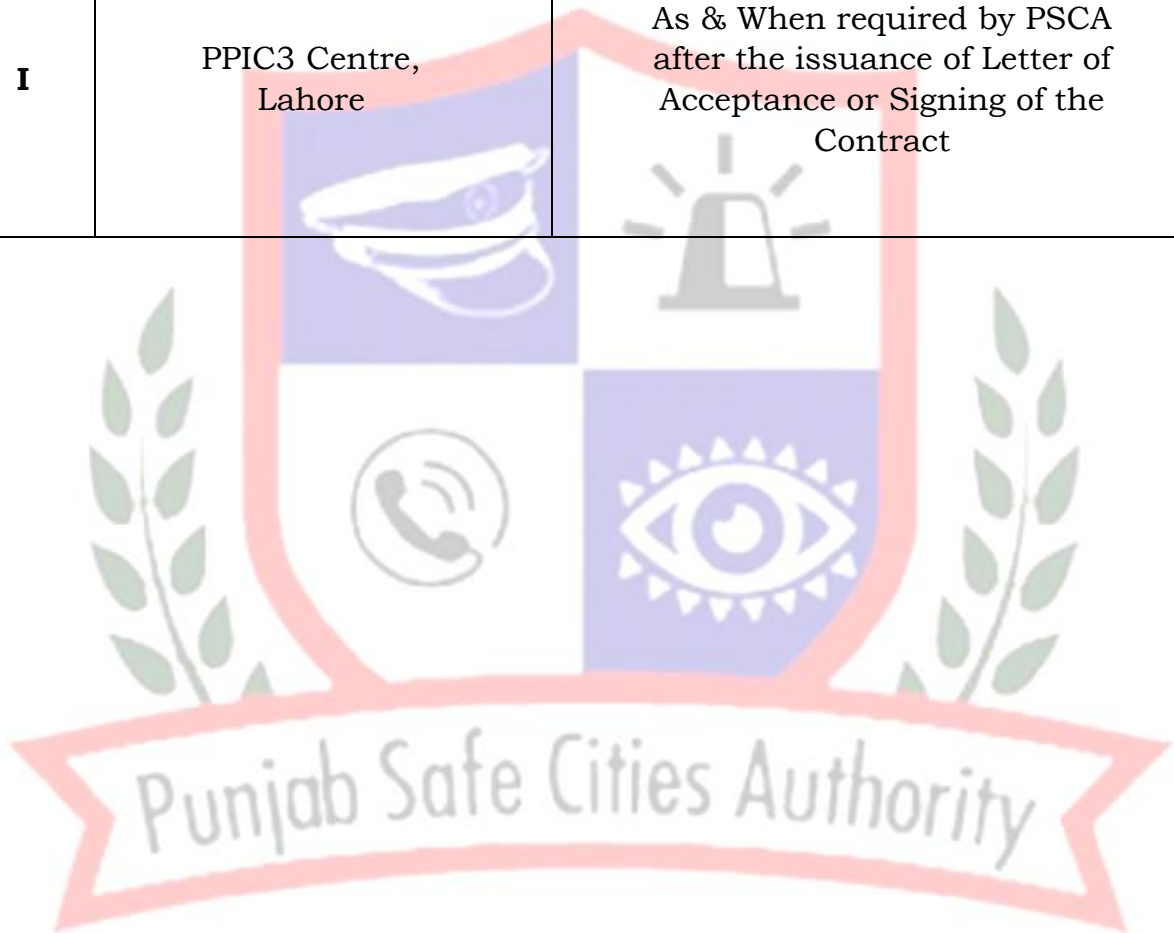
Contract Award

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**

Sr #	Location	Delivery Time Period
I	PPIC3 Centre, Lahore	As & When required by PSCA after the issuance of Letter of Acceptance or Signing of the Contract



Section IV

SCOPE OF SERVICES

HIRING OF SERVICE PROVIDER FOR MESS/ CAFETERIA OF PPIC3 CENTRE LAHORE

The menu of PSCA for PPIC3 Cafeteria is attached as Annexure-I.
The scope of services for this project is listed below:

- Complete Mess area including Serving hall and equipped kitchen shall be provided.
- Service Provider/Contractor shall provide and render the entire kitchen & mess services through fully equipped kitchen and responsible for preparation and serving of food in two shifts (Morning and Evening) on all 365 days but the tuck shop will remain open for 24/7 on all 365 days.
- Delivery of mentioned food items as per agreed rate list provided and any other market items shall be sold on market listed prices.
- All the food shall be prepared in the Mess Kitchen premises and no food shall be allowed from outside except bakery items.
- Service Provider/Contractor should maintain proper sanitation and cleanliness in food preparation, as well as serving area and use fresh food including food ingredients and healthy raw materials in preparation of foods.
- The monthly schedule of meals to be prepared shall be decided with the PSCA focal person in the start of every month.
- The Service Provider/Contractor has to use its own crockery equipment to provide the catering service.
- The Service Provider/Contractor shall be responsible for payment of salaries, charges, dues etc. to its hired staff as per prevailing laws and rules of the Government of Punjab and the Client shall not have any liability towards them in any manner. The Service Provider/Contractor shall not engage in any child labor.
- At the end of the Contract Period, the Mess building along with furniture and other equipment(s) is to be returned to the PSCA in a properly maintained and operational condition as provided.

TERMS OF REFERENCE

The rate(s) provided by the Contractor/Service Provider/Bidder contract shall be for the period of 12 months from the date of submission of the bid/execution of the Contract. Which shall be extendable for another 12 months or more with mutual consent of the parties without compromising any terms and condition of Contract.

- Service Provider/Contractor shall be responsible for waste management of mess and cooking area.
- The Rate List of Edible items subject to discount shall be final and applicable for whole of the contract period irrespective of any change in currency rate in open market or with consent of PSCA and that must be displayed in the mess in a conspicuous place.
- The Service Provider/Contractor shall be bound to provide services as mentioned above on satisfaction of PSCA.
- The Service Provider/Contractor shall be bound to observe the Food Standards, Hygienic conditions and cleanliness measures. The periodic inspection shall be carried out by the Client-and any slackness can lead to the fine as mentioned below:
 - The Service Provider/Contractor is responsible to hire staff, properly dressed in uniform and shall wear caps, gloves and aprons during duty hours.
 - The Service Provider/Contractor shall arrange Fine Quality Crockery at his own expense for VIP delegations.
 - The Service Provider/Contractor shall not make any alteration/damage to Mess Building and type of damage made to electric appliances/water supply system/Sanitary fitting/Sewerage System/ Furniture irrespective of any cause.
 - The Service Provider/Contractor shall not sell prohibited items i.e. Cigarettes, Pan, Naswar, Gutka and any kind of Narcotics/Drugs.
 - Fridge/freezer shall be purchased and installed by Service Provider/Contractor.
 - Quarterly medical checkup of all cook staff as recommended by Punjab Food Authority and display report in mess area.
 - The Service Provider/Contractor shall not use Mess Building for any Un-Social, Immoral and Unlawful activities.
 - The Service Provider/Contractor shall also submit the Character Certificate & Police Verification & Undertaking of Non-Black listing in any Public/Private department on Judicial Stamp Paper of Rs.50 duly attested & stamped by Notary public.
 - The food quality shall be ensured by the committee on daily basis.

- The Service Provider/Contractor shall ensure use of branded ingredients or approved by Punjab Food Authority for preparation of food and high quality Cooking Oil, Tea and spices.
- All food items must be fresh and well displayed at counter. The Service Provide is required to arrange and cook fresh & seasonal vegetables for meal.
- All moving items/stocks shall be purchased by the Service Provider/Contractor.
- All crockery should be kept clean and in good condition.
- The Contractor/Service Provider shall not be allowed to bring any cooked, prepared items inside the office of PSCA except with the consent of Authority.
- PSCA may verify the character of the employees of the Service Provider/ Contractor from the concerned Police Station at any time during the Contract/ agreement or procurement.

FACILITIES AND UTILITIES

The Service Provider/Contractor will be entitled to use following facilities for free of charge:

- Hall including Dining table and chairs for serving.
- Tap Water for dish washing etc.
- Well equipped Kitchen.

The Service Provider/Contractor shall be liable and responsible for following:

- Kitchen Accessories
- Electricity Bill as per installed sub meter.
- Sui gas Bill as per installed meter
- Crockery / Cutlery
- Fridge / Deep freezer / Microwave Oven
- Maintenance of overall cleanliness and hygiene of the Cafeteria & serving/dining area.
- Dish washing & cleanliness of the kitchen shall rest with the Service Provider/Contractor
- Supply of drinking water in cafeteria from water filtration plant installed in Qurban Lines in its own drinking water bottles

- Professional Cafeteria Staff in uniforms
- Keeping cafeteria hall and fixtures therein in good condition and carry out repair and maintenance (if required)
- Any other item/service essential for running cafeteria service with approval of the Client
- Client will not be responsible to provide accommodation to any persons/workers/staff of the Service Provider/Contractor.
- Any new additional food items rates for special events/meetings shall be decided with mutual consent and negotiations between both the parties and as agreed thereto, accordingly.
- Maintaining backup options such as LPG cylinders for food cooking incase Sui gas is not available.

MONITORING AND QUALITY ASSURANCE

The PSCA focal person shall conduct daily rounds of kitchen and Mess area in order to monitor cleanliness and hygiene. The Service Provider/Contractor shall not obstruct daily rounds of PSCA focal person.

In case the Service Provider/Contractor is not meeting the required standards fines shall be imposed as follows by the mess committee/ focal person upon inspection

Violation	Fine (Amount in PKRs.) per instance
Selling items in excess of agreed rate	10,000
Litter or spillage in sitting area	1,000
Litter or spillage in cooking area	1,000
Improper storage of items & Misbehaving	2,000
Missing equipment	2,000
Unclean uniforms/improper trimming of hair or nails	200 per employee per day
Unclean dishes or utensils	2,000
Unavailability of supervisor	1,000
Sale of precooked/not prepared in the PSCA cafeteria items	2,000

- PSCA may send any food sample for testing laboratory in order to ascertain quality at the cost of Contract, if necessary.
- Service Provider/Contractor and the Client shall mutually agree upon mechanism, to regularly test food taste, at the time of commencement of services. Both parties shall ensure that neither of the parties have to bear substantial expenditure to setup this taste monitoring mechanism
- PSCA admin Committee decisions would be final.



Annexure-I
HIRING OF SERVICE PROVIDER FOR MESS/ CAFETERIA OF PPIC3
CENTRE LAHORE

(The offered rates shall be valid and effective from the date of contract.)

SR. #	ITEMS	RATE (Rs.)
1	PLATE CHANEE + NAAN	55
2	ANDA CHANEE PLATE + NAAN	65
3	ACHARI CHANNE PLATE + NAAN	65
4	OMLATE + PARATHA/BREAD	55
5	ALU PARATHA / NAN	35
6	FRENCH TOAST	60
7	SHAAMI SANDWICH/SANDWICH	60
8	DAHI ¼ LIT	30
9	DAAL (ANY TYPE)+ CHAWAL	80
10	MASAAR + CHAWAL	80
11	KALE (BLACK) CHANEE + CHAWAL	80
12	DAAL CHANA + CHAWAL	80
13	HALEEM + CHAWAL/2 X ROTTI	90
14	ALU ANDA WITH 2 X ROTI	70
15	MIX VEGETABLE/ SEASONAL VEGETABLES (ANY)	70
16	CHICKEN KORMA PLATE WITH 2 X ROTI	100

SR. #	ITEMS	RATE (Rs.)
17	CHICKEN ACHARI PLATE WITH 2 X ROTI	100
18	WHITE CHICKEN/WHITE KARAHI WITH 2 X ROTI	100
19	CHICKEN NEHARI PLATE WITH 2 X ROTI	100
20	CHICKEN QEEMA PLATE WITH 2 X ROTI	100
21	DEGI ROAST/ROAST (1-PIECE) CHEST OR LEG	100
22	KOFTA KURRY PLATE WITH 2 X ROTI	85
23	PASTA PLATE	90
24	MACRONI PLATE	100
25	CHICKEN BIRYANI PLATE WITH RAITA AND SALAD	100
26	CHANA PALAO PLATE WITH RAITA AND SALAD	80
27	VEGETABLE PULAO PLATE WITH RAITA SALAD	65
28	CHICKEN MANCHURIAN + EGG FRIED RICE	120
29	SHAMMI KABAB	30
30	NAAN	(as per Govt. rate)
31	ROTTI	(as per Govt. rate)
32	RAITA + FRESH SALAD	25
33	GREEN TEA	15
34	TEA VIP CUP (SUGAR)	30
35	COFFEE	45

SR. #	ITEMS	RATE (Rs.)
36	MANGO SHAKE (LARGE/MUG)	70
37	APPLE SHAKE (LARGE/MUG)	70
38	BANANA SHAKE (LARGE/MUG)	70
39	PINE APPLE SHAKE (LARGE/MUG)	80
40	COCKTALE SHAKE (LARGE/MUG)	100
41	STRAWBERRY SHAKE (LARGE/MUG)	75
42	FRESH JUICES (LARGE/MUG)	65
43	ANAR JUICE (LARGE/MUG)	130
44	WATER 500 ML branded	(As per market rate printed on item)
45	WATER 1000 ML branded	
46	COLD DRINKS 500 ML	
47	COLD DRINKS 1.5 LTR	
48	KHEER PLATE/FERNI	60
49	FALUDA BOWL	65
50	RASMALAI	65
51	DAHI BHALE PALTE	65
52	FRUIT CHAAT PLATE	75
53	ALU CHANA CHAT	65
54	SAMOSA	25

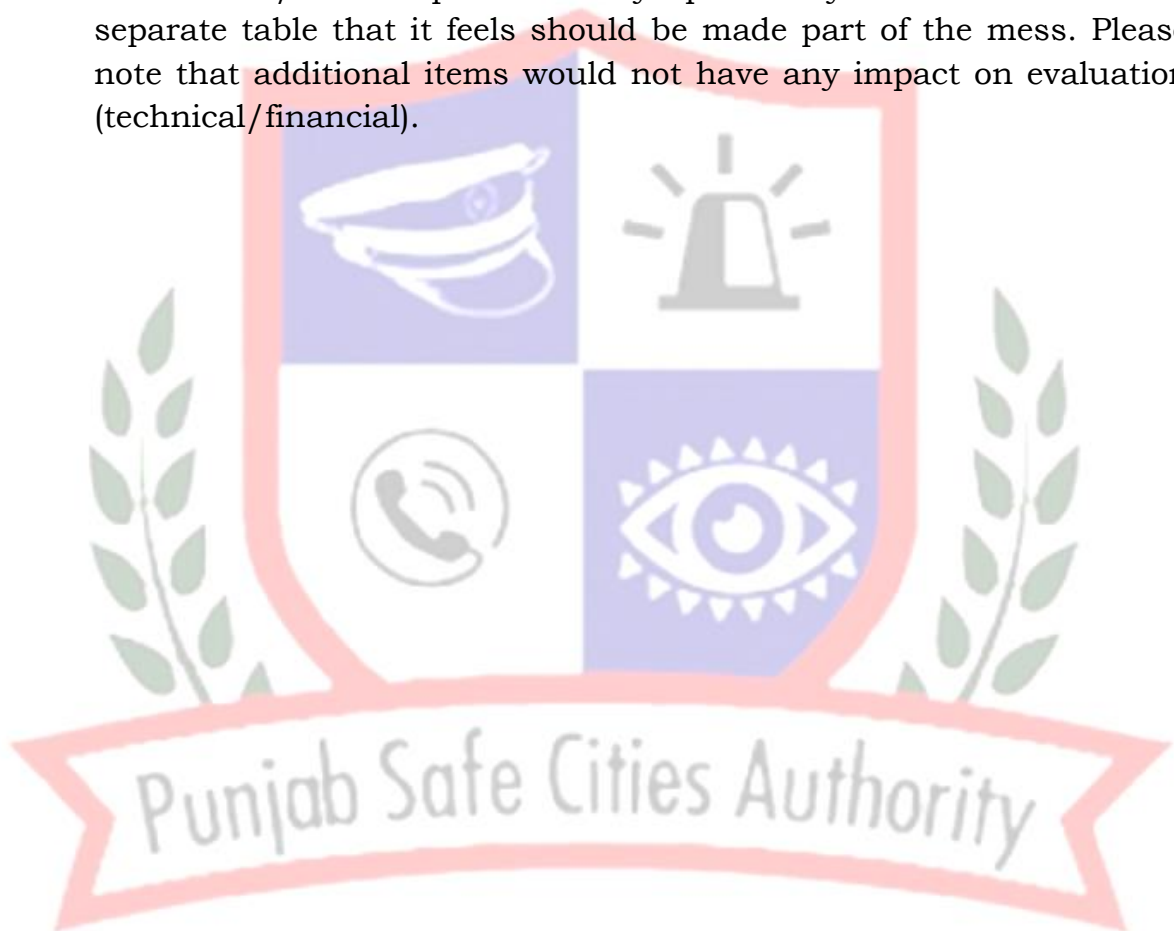
SR. #	ITEMS	RATE (Rs.)
55	PIZZA SMALL	65
56	PIZZA MEDIUM	100
57	PIZZA LARGE	150
58	CHICKEN BREAD	65
59	CHICKEN PATTIES	30
60	QEEMA PATTIES	33
61	PAKORA PLATE	50
62	PARATHA	20
63	KARI PAKORA PLATE WITH 2 X ROTI	80
64	2x CHAPLI KABAB WITH 2 X ROTI	80
65	BASAN NAN	30
66	BEEF KABAB 1 x SEEKH	40
67	CHICKEN TIKKA 1 x SEEKH	40
68	CHICKEN MALAI BOTI 1 x SEEKH	50
69	LASSI (MEETHI + NAMKEEN)	50
70	HALWA PURI	30
71	TEA (GUR)	40

Note:

1. Competitive rates are provided against each item. The bidder will

provide their rates and the vendors will be finalized on percentage discount they are giving on these rates.

2. All other **branded items** like cold drinks, biscuits, chips and other items shall be sold on as per market rate printed on item and strictly followed otherwise violation may lead to a cancellation of contract.
3. PSCA have a right to may change menu or cancel the bid and Lot at any point of time.
4. Samples are obligatory for each item or PSCA may call sample of some/any above listed item(s) during the evaluation and will be submitted to PSCA as and when required.
5. The bidder/Service provider may quote any additional items in separate table that it feels should be made part of the mess. Please note that additional items would not have any impact on evaluation (technical/financial).



Section V

EVALUATION CRITERIA				
Sr. No	Criteria	Max. Marks	Comment/description	Documents Required
1	Number of Years of Existence of Firm	10	05 or more Years = 10 Points 04-03 years = 08 Points 02-01 years = 05 Points Less than 1 years = 0 Points	Documentary evidence shall be provided.
2	No. of similar contracts/award successfully completed	30	05 or more Projects= 30 Points 04 Projects= 25 Points 03 Projects = 20 Points 02 Projects = 15 Points 01 Projects = 10 point5 Less than 01 Project = 0	PO/Contract/WO (PSCA may also asked for satisfactory certificate after the completion of assignment at any stage)
3	List of Team Members to be Deployed in PPIC3 Mess for two shifts	10	10 or more members = 10 Points 09-08 Members = 08 points 07-05 Members = 05 Points Less than 05 Members = 0 Points	List of the Employees
4	Sample of food items for Quality Assurance*	25	Accepted = 25 Rejected = 00	As and when required for quality assurance
TOTAL MARKS = 75			MINIMUM PASSING MARKS= 55	

**If the offered samples of food items/menu are not as per the demand or requirement of PSCA, PSCA may ask for sample change or to improve the food quality.*

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 upto 10% percent of the Contract Price or will be decided at the time of contract signing** 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	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 you 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/Service Provider) address _____ being its (*designation*) declares on oath that all the information/ documents deposited by attached with the bidding documents are true and genuine.

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

The Bidder/Service Provider has no objection on any term & conditions of the entire bidding documents and shall never challenge these term & conditions after submitting of 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/Service Provider is required to fill this undertaking and submit with its/his bid and in case of failure its/his bid shall be rejected straight forward.**

2. Price Schedules

Sr. #	Description	Total Percentage Of Discount Offered On Entire Menu
1	HIRING OF MESS SERVICE PROVIDER/CONTRACTOR SERVICES FOR PPIC3	

NOTE:

1. Prices quoted shall remain valid for a period of 12 months from the closing date of proposal.
2. Evaluation will be made on Total Percentage Discount Offered on the rate list mentioned as Annexure-I.
3. PSCA reserves exclusive rights to increase or decrease the quantities mentioned vide this tender document.
4. 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.
5. In case of discrepancy between unit price and total, the unit price shall prevail.
6. All prices must be included with all prevailing taxes.
7. 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.
8. In case of any discrepancies / differences the content of this price schedule shall prevail.

Total discount 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).

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 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/Bidder).

2. PERFORMANCE SECURITY 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

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/ 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.
- d. “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
- e. “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.

- f.** “Contract Price” means the price payable to the Service Provider under the Contract for the full and proper performance of its contractual obligations.
- g.** “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.
- h.** “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;

i. “Day” means calendar day.

j. “Employer/Client” means the PSCA that signs the contract for the services with the selected/qualified service provider.

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

l. “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

- m.** Province” means Punjab Province.
- n.** “Procuring Agency” means Punjab Safe Cities Authority, Lahore and its authorized officials.
- o.** “SCC” means the Special Conditions of Contract.
- p.** “Service Provider” means a legally established professional firm/ company or entity that may provide/provides the services to the client under the contract
- q.** “The Services” means the work to be performed by the firm/company or entity pursuant to the contract / SLA.
- r.** The “PPRA Rules means the Punjab Procurement Rules 2014 amended to date or any other instructions of the Government relating to the procurement process.
- s.** “The Punjab Safe Cities Authority” means the organization hiring the services/the Employer/Client/PSCA.
- t.** “The Project Site,” where applicable, means the place or places named in SCC/SLA or directed by the PSCA.
- u.** “Working Day” mean day when office is not closed due to any notified public 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. Scope of Services

1.1. Service provider is required to provide the service to PSCA as per description and requirement mentioned in the bidding document(s).

1.2. Service Provider shall appoint Project Coordinator/ Manager for this project to coordinate with Punjab Safe Cities Authority and all relevant departments.

3.3 The bidder/Service Provider 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

4.1 The Service Provider/ 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.

4.2 The Service Provider/ Bidder shall permit the PSCA to inspect the Service Provider/ Bidder's accounts and records relating to the performance of the Service Provider/ 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/Bidder shall furnish to the PSCA the performance security 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's failure to complete its obligations under the Contract.

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

- a. 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 the Punjab Safe Cities Authority.

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

5.5 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 Service Provider/bidders.

6. Transportation

6.1 The Service Provider is required to provide/construct the desired services or the works connected with the scope of the services 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's Responsibilities

7.1 Service Provider shall ensure the completion of the services in accordance with the terms of the contract / SLA after approval of PSCA.

8. Payment & Prices

8.1 The method and conditions of payment to be made to the Service Provider under the Contract or the payment milestone & SLA.

9. Change Orders

9.1 The PSCA at any time, by a written order given to the Service Providers, 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 The contract shall be commenced after verification of the Bank guarantee submitted by the Service Provider from the concerned bank if otherwise not provided.

11. Delays in the Service Provider's Performance

11.1 Delay in provision of Services by the Service Provider 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.

11.2 The PSCA focal person shall conduct visit to the sites in order to monitor progress. The Service Provider 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, may terminate this Contract in whole or in part:

- (a) If the Service Provider 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 Service Provider fails to perform any other obligation(s) under the Contract.
- (c) If the Service Providers, 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 similar to those undelivered, and such additional costs shall be payable by the Service Providers. However, the Service Provider 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 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.

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

13.3 If a Force Majeure situation arises, the Service Provider 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 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 if the Service Provider becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Service Providers, 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 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, 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 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 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 & Duties

20.1 Service Provider/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/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/ Bidders shall be aware of the provision stated in the General Conditions of Contract.

22.1. PSCA (Managing Director or Chief Operating Officer or any other authorized officers of PSCA) may, under the applicable Law (s) for a specified period, debar a bidder/ Service Provider 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, 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 and final termination

23.1. The authorized person of PSCA / end user shall issue a satisfactory performance certificate to the Service Provider on the completion of such work/ services entrusted to him through the contract 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 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 (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 Service Provider: *Whose bid is responsive technically/financially & lowest evaluated acceptable to PSCA.*
- d) The Project Site is: *PPIC3 Lahore*

2. Performance Security

The amount of performance security, i.e. (Which shall be upto 10% of the contract price or decided at the time of contract signing) 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 including blacklisting of bidder/Service Provider as 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, the contact shall be decided at the time of contract in addition to the GCC & SCC of the bidding documents 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 Service Provider and/ or may review any terms and condition/clause of the bidding documents within the parameters of existing laws.

DOCUMENT CHECKLIST

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

SR. #	DOCUMENTS REQUIRED	ATTACHED
TECHNICAL PROPOSAL		
1.	Bidding Forms	
2.	Certificate of Incorporation of bidder's firm/ company showing its location and the date of registration etc.	
3.	Copy of NTN Certificate	
4.	Copy of Punjab Sales Tax Certificate	
5.	Copy of 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.	Bank Statement for the last two financial years (from July 1, 2018 to June 30, 2020) signed & stamped by the bidder and concerned bank or as demanded by PSCA.	
10.	Authority Letter from the Bidder Company authorizing the relevant person to represent the company (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	