



**BIDDING DOCUMENT  
FOR**

**PROCUREMENT OF BULK SMS  
SERVICES FOR PSCA/PPIC3**

**Tender No: PSCA/7/28-Aug/2021**

**PUNJAB SAFE CITIES AUTHORITY**

**Date: August 28, 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 bidding documents or as may be subsequently provided to bidder (whether verbally or in documentary or any other form) by or on behalf of the PSCA, on the terms and conditions set out in these bidding documents, are indicative only and are provided solely to assist in a preliminary assessment of the proposed procurement. Moreover, each Bid (including each lot- if any) shall be evaluated in accordance with the prescribed Technical/ Financial Criteria provided in the Bidding Documents.
3. These bidding documents do not constitute an agreement; its sole purpose is to provide interested bidders with information that may be useful for them in preparing their bids pursuant to these bidding documents.
4. These bidding documents may not be appropriate for all persons and it's not possible for PSCA to consider the objectives and particular needs of each party which reads or uses these bidding documents.
5. The assumption, assessment, statements and information contained in these bidding documents may not be complete, accurate and adequate or correct for the purposes of any or all bidders.
6. Each bidder shall, therefore, conduct its own due investigation and analysis, check the accuracy, adequacy, correctness, reliability and completeness of the assumption, assessments, statements and information contained in these bidding documents and seek independent professional advice on any or all aspects of these bidding documents, as deemed appropriate. However, PSCA not under obligation to consider any such advice or opinion.
7. All information submitted in response to this bidding documents becomes the property of the procuring agency (PSCA), including all business information and proprietary data submitted with all rights of communication and disclosures.
8. The PSCA shall not be responsible for non-receipt or missing or delay of any correspondence/ bid etc., sent by the post / courier / email / fax by the bidder.
9. No decision shall be based solely on the basis of the information provided for any statements, opinions or information provided in these bidding documents.
10. While submitting a proposal in response to these bidding documents, each bidder certifies that he/it understands, accepts and agrees to the disclaimers set forth above.
11. Nothing contained in any provision of these bidding documents or any statements made orally or in writing by the person or party/bidder/contractor shall have the effect of negating or suspending any of the disclaimers set forth herein.
12. PSCA reserves the right to withdraw it or cancel this bidding process or any part thereof, or to vary any of its term at any time during the completion of this process & Contract milestone or termination of such Contract signed between the successful 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 bidders for:

## ***“Procurement of Bulk SMS Services FOR PSCA/PPIC3”***

Interested eligible bidders can obtain detailed bidding documents which are available in the office of PSCA at the cost of **Rs. 2000/- (non-refundable)** by depositing (tender fee) in favor of “Chief Operating Officer Punjab Safe Cities Authority”, Account# PK07BPUN6580045845500064 (Bank of Punjab) having NTN: 7129125-0 and may also be downloaded from the website of Punjab Safe Cities Authority ([www.pscap.gov.pk](http://www.pscap.gov.pk)) & PPRA ([www.ppra.punjab.gov.pk](http://www.ppra.punjab.gov.pk)).

Sealed and completed bids in accordance with the requirement of the bidding documents must be reached in this office on or before **PST 1200** hours on **September 15, 2021** which **shall be opened on the same date** in the presence of bidder'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@pscav.gov.pk](mailto:procurement@pscav.gov.pk) & (+92) (42) (99051605-7)

**Punjab Safe Cities Authority**

**The Future of Punjab Police**

📍 PPIC3 Centre Qurban Police Line Lahore, Pakistan

## Table of Contents

### Contents

<b>PART- I (SECTION I) .....</b>	<b>5</b>
<b>INSTRUCTIONS TO BIDDERS/SERVICES PROVIDERS.....</b>	<b>5</b>
<b>SECTION-II .....</b>	<b>20</b>
BID DATA SHEET .....	20
<b>SECTION-III.....</b>	<b>22</b>
SCHEDULE OF REQUIREMENTS.....	22
<b>SECTION IV .....</b>	<b>23</b>
REQUIREMENT & TECHNICAL SPECIFICATION .....	23
<b>SECTION V.....</b>	<b>24</b>
EVALUATION CRITERIA.....	24
<b>SECTION VI .....</b>	<b>25</b>
1. BIDDING FORMS.....	25
A. BID SUBMISSION FORM .....	25
B. UNDERTAKING .....	27
1. PRICE SCHEDULES.....	28
<b>PART-II (SECTION I) .....</b>	<b>29</b>
1. <b>CONTRACT FORM .....</b>	<b>29</b>
2. <b>PERFORMANCE SECURITY FORM.....</b>	<b>30</b>
<b>SECTION II .....</b>	<b>31</b>
<b>GENERAL CONDITIONS OF CONTRACT.....</b>	<b>31</b>
<b>SECTION III.....</b>	<b>42</b>
<b>SPECIAL CONDITIONS OF CONTRACT.....</b>	<b>42</b>
<b>DOCUMENT CHECKLIST .....</b>	<b>43</b>
<b>BIDDER SHALL PROVIDE THE FOLLOWING DOCUMENTS AND OTHER DOCUMENTS/EVIDENCES REQUIRED IN THESE BIDDING DOCUMENTS .....</b>	<b>43</b>

## **Part- I (Section I)**

### **INSTRUCTIONS TO BIDDERS/SERVICES PROVIDERS**

#### **A. Introduction**

<b>1. Punjab Safe Cities Authority &amp; This Project</b>	<p>1.1. Punjab Safe Cities Authority (PSCA) is established under the PSCA Act 2016 and functioning in Qurban Police Lines, Lahore.</p> <p>PSCA has sufficient funds for this procurement/ tender, subject to the approval of the competent authority</p>
	<p>1.2. Punjab Police Integrated Command, Control &amp; Communication (PPIC3) Lahore Project is a flagship project of Government of the Punjab under the supervision of PSCA with 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. PSCA has been sending public service messages and in this regards PSCA intends to hire service provider for the Bulk SMS Services under the framework contract</p>
<b>2. Eligible Bidders/ Contractor, Experience</b>	<p>2.1. This Invitation for Bids is open to all persons, except as provided hereinafter and the bidder 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 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 is allowed to submit only one bid for either individually or as a partner/Joint of a company/firm etc. In case a bidder 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 project.</p>

**3. Scope**

- 3.1. The prospective bidders are required to provide services according to description and requirement of PSCA defined in the bidding document(s).
- 3.2. Prospective bidder/contractor shall appoint Project Coordinator/ Manager for this project to coordinate with Punjab Safe Cities Authority and all relevant departments.
- 3.3. The bidders may visit the site at his own risk and cause if he desired so.

**4. Cost of Bidding**

- 4.1. The Bidders 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, and contract terms & conditions are prescribed in the bidding documents. In addition to the Invitation for Bids, the bidding documents include:
  - a. Instructions to bidders (ITB);
  - b. Bid Data Sheet (dually 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 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 Provider (SP)/bidder's risk and may result in the rejection of its bid.

## **6. Clarification of Bidding Documents**

- 6.1. A prospective bidders 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 documents and the minutes of Pre-bid meeting shall be part of these bidding documents. But pre-bid meeting is the sole discretion of PSCA which could not be claimed by any bidder 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 SP/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 bidder/ SP reasonable time to incorporate the amendment (if any) in account to preparing their bids, 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 bidders, as well as all correspondence and documents relating to the bid exchanged by the bidders and the PSCA shall be written in English language specified in the Bid Data Sheet. Supporting documents and printed literature furnished by the bidders may be in same language.
- 8.2. In case of any other language, the authentic copy of the translation & translated document shall be

enclosed and in case of any ambiguity the true contract / copy shall be prevailed.

## **9. Documents Comprising the Bid**

- 9.1. The bid prepared by the bidders 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 bidders 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 bidders 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**

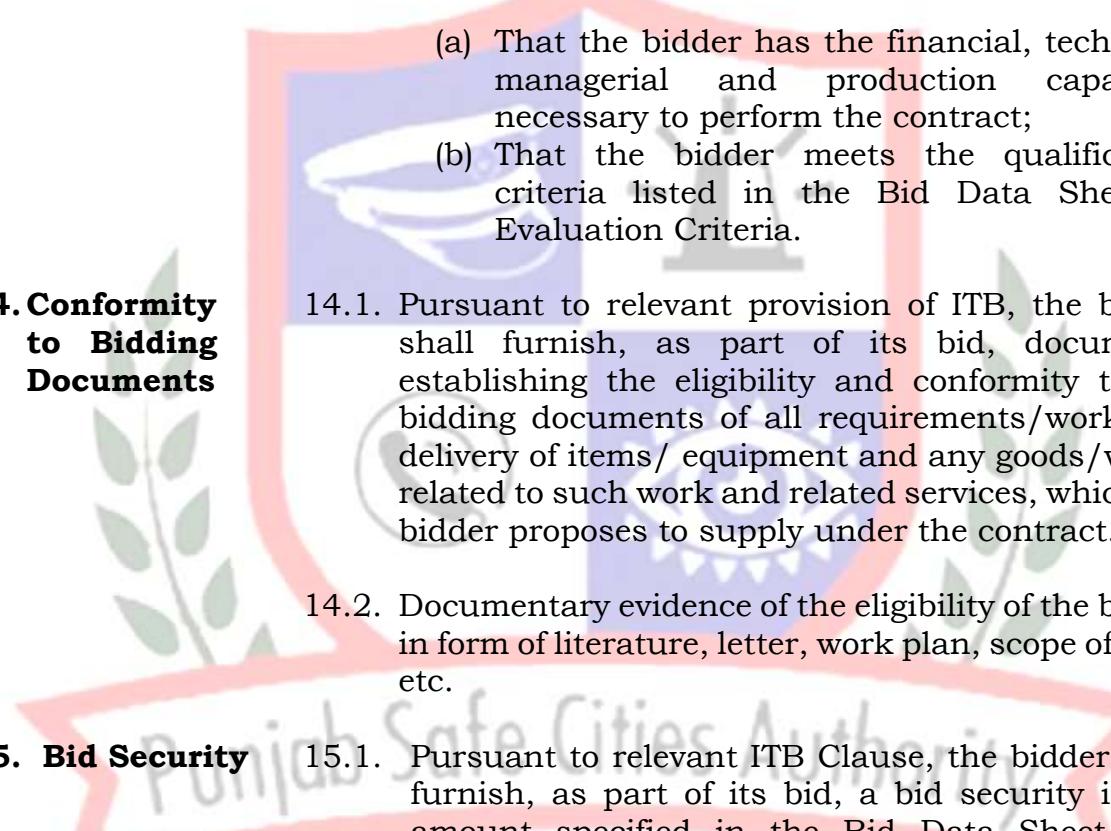
- 10.1. The bidder shall complete the Bid Form and the appropriate Price Schedule furnished in the bidding documents, indicating the services provided and delivery of any items regarding the provision of services. Nevertheless, in case of Lot wise procurement, the bidders are required to submit their bids (Technical or/and Financial) separately against each LOT and combined/joined bids shall not be considered, if otherwise not allowed.

## **11. Bid Prices**

- 11.1. The bidder shall fill up the Performa provided in the bidding document as required.
- 11.2. Prices quoted by the bidders shall be fixed during the SP /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 shall furnish, as part of its bid, documents establishing the bidder's eligibility to bid and its qualifications to perform the contract if its bid is accepted.
- 13.2. The documentary evidence of the bidder's eligibility to bid shall establish to the PSCA satisfaction that the bidder, at the time of submission of its bid, is eligible as defined under relevant provision of ITB.
- 13.3. The documentary evidence of the bidder's qualifications to perform the contract if its bid is accepted shall establish to the PSCA satisfaction:
  - (a) That the bidder has the financial, technical, managerial and production capability necessary to perform the contract;
  - (b) That the bidder meets the qualification criteria listed in the Bid Data Sheet & Evaluation Criteria.

**14. Conformity to Bidding Documents**

- 14.1. Pursuant to relevant provision of ITB, the bidder shall furnish, as part of its bid, documents establishing the eligibility and conformity to the bidding documents of all requirements/work and delivery of items/ equipment and any goods/works related to such work and related services, which the bidder proposes to supply under the contract.
- 14.2. Documentary evidence of the eligibility of the bidder in form of literature, letter, work plan, scope of work etc.

**15. Bid Security**

- 15.1. Pursuant to relevant ITB Clause, the bidder shall furnish, as part of its bid, a bid security in the amount specified in the Bid Data Sheet. The tentative estimated cost of this project has already been uploaded on the website of PPRA/PSCA through annual procurement plan.
- 15.2. The bid security shall be in Pak. Rupees as per bid data sheet or as required by PSCA.
- 15.3. Unsuccessful bidders' bid security will be discharged or returned as promptly as possible before expiry of the period of bid validity prescribed by the PSCA pursuant to relevant ITB Clause as per PPRA rules 2014 (amended to date). The bid security of successful 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 bidder's conduct which would warrant the security's forfeiture under the followings conditions:

- (a) (I) If a bidder 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.
  - (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.
- (b) In the case of a successful bidder, if the bidder fails;
  - I. To sign the contract in accordance with requirements
  - II. To furnish performance security in accordance with relevant ITB Clause.

#### **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 SP /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 &**

17.1. The SP /bidder shall seal the bid(s) LOT wise (if applicable) (technical and financial) in separate envelopes after duly marking each page and

## **Marking of Bids**

Stamping, signing of the bid(s) (each pages) and then separately in an outer envelope. The bidder/ SP 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 SP /bidder.

## **20. Withdrawal of Bids**

- 20.1. The bidder may withdraw its bid after the bid's submission subject to a notice in writing which should be received in this office of PSCA prior to one day of the deadline prescribed for submission of bids.
- 20.2. The SP /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. The whole process of bid, such as bid opening, evaluation, announcement, contract management and execution provided/described in these bidding documents shall be followed which is not contrary with the process of Single Stage two Envelop/process/ method provided in Punjab Procurement Rules, 2014 (amended to date).

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

- 22.1. The PSCA will open all bids in the presence of bidders' representatives who choose to attend, at the time, on the date, and at the place specified in the Bid Data Sheet. The bidders' representatives with

authorization letter (if any) and Original Identity Card who are present shall sign an attendance sheet evidencing their presence.

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

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

### **23. Clarification of Bids**

23.1 During evaluation of the bids/prior the signing of the contract, the PSCA may, at its discretion, ask the bidder for a clarification of its bid for the following among others;

- a. Request for any information deemed essential for the supply of required goods.
- b. Any other certificate/information that PSCA deems necessary for the said project.

23.2. 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.

23.3. The PSCA, at any level prior and after the contract execution may ask the supplier to examine the goods to confirm their conformity to the Contract specifications.

23.4 The SP/bidder to present the proposed solution/methodology/clarifications 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 / LOT wise (if applicable) to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, whether the bids are generally in order and whether the bidding document fee is paid.
- 24.2. The PSCA may waive any minor informality, non-conformity, 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 bidder.
- 24.3. At the stage of preliminary examination (after opening of the bids) no bid shall be returned or rejected.

## **25. Qualification & Evaluation of Bids**

- 25.1. In the absence of prequalification, PSCA will determine to its satisfaction whether bidder is qualified to perform the contract satisfactorily, in accordance with the evaluation criteria prescribed for such procurement/LOT wise if applicable.
- 25.2. The determination will be based upon an examination of the documentary evidence of the bidder's qualifications submitted by the 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. PSCA / Technical Committee reserves the right to rectify any clerical or arithmetical or typo mistake or correct the total marks in evaluation criteria in case of any error or omission (E&O) at any time before the award of the contract. The technical responsive bidders shall be intimated accordingly and the technical disqualified/ irresponsible bidder may collect their financial bid subject to submitting an application to PSCA with the contents that he/it is satisfied with the technical results announced by PSCA and shall not object against this process before any legal forum/court.

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

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

25.8. 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 bidder 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.

25.11. bidders are expected to submit true and genuine documents, bid/performance securities along with its bid. Nevertheless, genuineness of the bid security/performance guarantee/submitted documents shall be verified from the concerned financial institutions/ offices/ authorities and in case of such documents/instruments found bogus/forged/false or fabricated, strict legal action shall be initiated against the bidder in addition to forfeiture of its bid security and blacklisting.

<b>26. Announcement of Evaluation of Bids</b>	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.
<b>27. Contacting the Punjab Safe Cities Authority</b>	<p>27.1. No 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 bidder wishes to bring additional information or has grievance to the notice of the Punjab Safe Cities Authority, it shall do so in writing.</p> <p>27.2. Any effort by a bidder to influence the PSCA during bid evaluation, or bid comparison may result in the rejection of the bidder's bid and forfeiting of its bid security and its blacklisting.</p>
<b>28. Award Criteria</b>	<p><b>F. Award of Contract</b></p> <p>28.1. Subject to relevant provision of ITB, the PSCA will award the contract to the successful 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.</p> <p>28.2. In case if more than one bidder quotes the same cost/equal (lowest bid) the PSCA may ask only to those lowest SP /bidders at once to submit their financial bids again or opt any other option for evaluation and completion of process.</p>
<b>29. Punjab Safe Cities Authority's Right to Vary Quantities at Time of Award</b>	29.1. PSCA reserves the right at the time of contract awarding to add/delete the quantities or/and terms and conditions, originally specified in the Schedule of Requirements or Payment Milestone without any change in unit price in accordance with prevailing rules & regulations or sign a contract/Framework contract.
<b>30. Punjab Safe Cities Authority's Right to Accept or Reject All Bids</b>	30.1. The PSCA reserves the right to reject all bids, or any lot in case of more than one lot and to annul the bidding process at any time prior to contract award. In such rejection, PSCA shall incur no liability, solely or by virtue of its invoking the clause of rejection towards the bidder(s)/SP or any obligation to inform the SP/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 SP/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 SP / 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 concerned bank.

### **32. Signing of Contract**

35.1. After notifications to the successful bidder that its bid has been accepted, the successful bidders 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/SP 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 SP /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/SP.

35.4. If the successful SP/bidder fails to submit the model contract in the prescribed time period as mentioned above, the next lowest evaluated bidders (whose bid is responsive and acceptable) may be issued a letter of acceptance. In such case, the bid security of the former SP /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.

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

#### **34. Integrity Pact**

#### **35. Performance Guarantee**

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 Guarantee Form provided in the bidding documents, or in another form acceptable to the PSCA. PSCA may issue Advance Letter of Acceptance (ALoA) to the successful bidder containing the requirement of performance guarantee 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 action deems appropriate. PSCA may make the award to the next lowest evaluated SP /bidder or call for new bids in such eventuality. The Performance Guarantee may be released after the completion of deliverables/ project on the satisfaction/ completion certificate/ note by the concerned unit of PSCA. Moreover, PSCA may ask the SP for signing/ submission of indemnity bond at the time of releasing of performance guarantee to the SP.

#### **36. Corrupt or Fraudulent Practices**

36.1. PSCA requires that 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, SP/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 SP /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/ SP is declared technically irresponsible or disqualified by the technical evaluation committee of PSCA such bidder/ SP 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 SP 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 bidder/SP 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 Bidder/Service Provider**

39.1. In case of any illness/ injuries/ causality resulting from any accident to the staff of SP/bidder; 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 SP/bidder PSCA; shall not facilitate to the SP or wait for its resolution. However, in no case the schedule work/ services shall be disturbed and the SP 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 SP/bidder 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 work shall be complemented, supplemented, or amended under the provisions provided in the Instructions to bidders (ITB) Part One. Whenever there is a conflict, the provisions herein, shall prevail over those in ITB.

<b>Introduction</b>
<b>PUNJAB SAFE CITIES AUTHORITY</b>
Name of Project: <b>PROCUREMENT OF BULK SMS SERVICES FOR PSCA/PPIC3</b>
For clarification purposes, the Employer's address is: <b>PSCA – Qurban Police Lines, Lahore. Phone # : 042-99051605-7</b> and <b>Email: <a href="mailto:procurement@psca.gop.pk">procurement@psca.gop.pk</a></b> . Requests for clarification (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

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

<b>Preparation and Submission of Bids</b>
<b>Mandatory Requirements:</b> The interested bidders to provide documentary evidences against the below mentioned requirements:
<ul style="list-style-type: none"><li><b>a.</b> Certificate of Incorporation of bidder's firm/ Company showing its location and the date of registration and original ID card etc.</li><li><b>b.</b> Proof of valid Income Tax Registration (NTN)</li><li><b>c.</b> Proof of valid Punjab Sales Tax</li><li><b>d.</b> Proof of valid Professional Tax Certificate.</li><li><b>e.</b> Bidding Document Fee – Evidence shall be pasted outside of the main envelope, the evidence shall be presented at the time of bid submission.</li><li><b>f.</b> Bid Security attached with Technical Bid/proposal.</li><li><b>g.</b> Signed &amp; stamped bidding document and all attachments (attachments &amp; statements)</li><li><b>h.</b> Bank statement for the last financial year (FY 2020-2021)</li></ul>

- i. **Authority Letter** from the Bidder Company authorizing the relevant person to represent the company (If any).
- j. 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 and the tentative cost of this project has already been uploaded on PPRA/PSCA website.

Bids shall be in the prescribed format, sealed and accompanied by the Bid Security in the form of **Call Deposit Receipt (CDR)/Pay Order/ Banker's Cheque** 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: September 15, 2021** no later than **1200 Hours**

**Time, Date, and Place for Bid Opening: September 15, 2021 at 1230 Hours** PSCA Office.

**Note:** However, in case of said bid opening/ closing date, the office is closed due to public holiday etc. the next working day shall be considered as the bid submission/ opening date and there would be no change in the time as provided above.

#### **Bid Evaluation**

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

#### **Contract Award**

Percentage for quantity may be increase or decrease and the scope of services may be reviewed as per the requirement of PSCA at the stage of signing of the Contract keeping in view the parameter of applicable laws/rules.

## **Section-III**

### **Schedule of Requirements**

**TABLE 1 DELIVERY SCHEDULE OF SERVICES**

<b>Sr #</b>	<b>Delivery Time Period</b>
I	The Service Provider shall be required to provide the services within two weeks or as per the request of PSCA after the signature of contract/ issuance of notification or as per the requirements of PSCA.

## **Section IV**

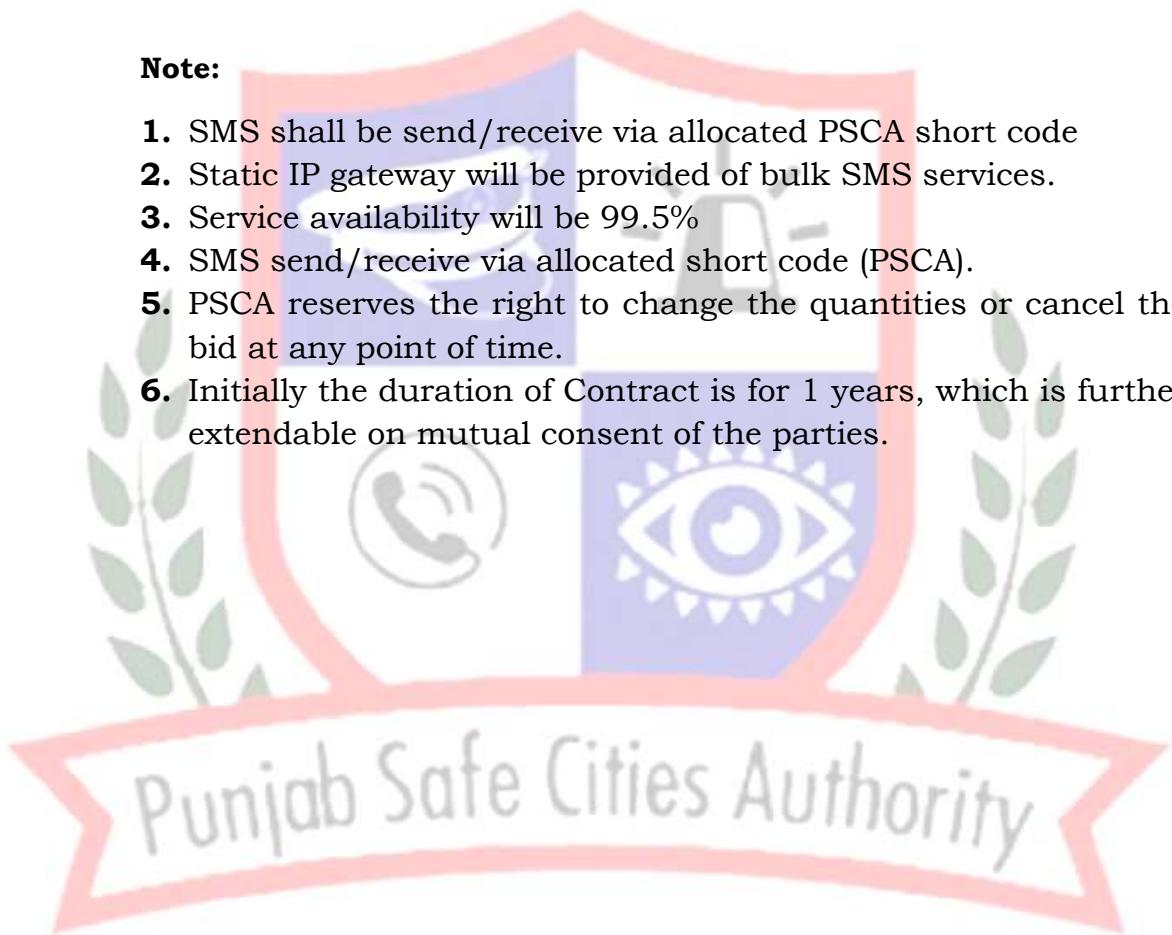
### **Requirement & Technical Specification**

#### **SERVICE PROVIDER FOR BULK SMS SERVICE FOR PSCA/PPIC3**

<b>Sr. #</b>	<b>Requirement/ Specification</b>	<b>Estimated Quantity</b>	
1.	Bulk SMS Service <ul style="list-style-type: none"><li>• (HTTP API/ SDK based)</li></ul>	Two Way	4,400,000

**Note:**

1. SMS shall be send/receive via allocated PSCA short code
2. Static IP gateway will be provided of bulk SMS services.
3. Service availability will be 99.5%
4. SMS send/receive via allocated short code (PSCA).
5. PSCA reserves the right to change the quantities or cancel the bid at any point of time.
6. Initially the duration of Contract is for 1 years, which is further extendable on mutual consent of the parties.



## Section V

### EVALUATION CRITERIA

Sr. No	Criteria	Comment/ Description	Max. Marks	Documents Required (Signed & Stamped)
1.	Number of Years of Existence of Firm	<ul style="list-style-type: none"> <li>• More than 04 Years = 20 Points</li> <li>• 02 years to 04 years = 10 Points</li> <li>• Less than 02 years = 0 Point</li> </ul>	20	In case of Company. Firm Certificate of Incorporation/ In case of sole proprietor or AOP valid NTN registration
2.	No. of similar contracts/ award successfully completed	<ul style="list-style-type: none"> <li>• More than 5 Projects= 10 Points</li> <li>• 04 Projects = 08 Points</li> <li>• 03 Projects = 05 Points</li> <li>• Less than 03 Projects = 0 Point</li> </ul>	10	PO / Work Orders / Completion Certificates
3.	Cumulative value of similar contracts/ award successfully completed in last Five (05) years	<ul style="list-style-type: none"> <li>• PKRs. 10 Million or above = 10 Points</li> <li>• PKRs. 08 million or above and less than PKRs. 10 Million = 08 Points</li> <li>• PKRs. 05 million and above and less than PKRs. 08 Million = 5 Points</li> <li>• Less than 05 Million = 0 Point</li> </ul>	10	PO / Work Orders / Completion Certificates
4.	Cash Flow Statement/ Evidence of company/ firm/ bidder's financial strength in the form of cash equivalents	<ul style="list-style-type: none"> <li>• PKRs. 5 Million above = 10 Points</li> <li>• PKRs. 3 Million or above and less than 5 Million = 05 Points</li> <li>• Less than 3 Million = 0 Point</li> </ul>	10	Signed & Stamped Supportive Documents (Bank Statement or credit facility letter etc.)
	OR			
	Cash/ separate credit line available for the execution of the project			
<b>Total Points = 50</b>				
<b>Minimum Passing Points = 35</b>				

## **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 against each bid (Lot if any) 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 we ensure, to provide the services in accordance with the delivery schedule specified in the Schedule of Requirements. and, prior to execution of the contract no right accrue.

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

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

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

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

In any case of doubt and at any stage of procurement process or thereafter for the verification purpose the Punjab Safe Cities Authority (PSCA) has right to seek the clarification from the undersigned and call any document / record to authenticate/verification of the submitted document from undersigned or any institution. Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

Name and address of Agent	Amount and Currency	Purpose of Commission or gratuity
---------------------------	---------------------	-----------------------------------

---

---

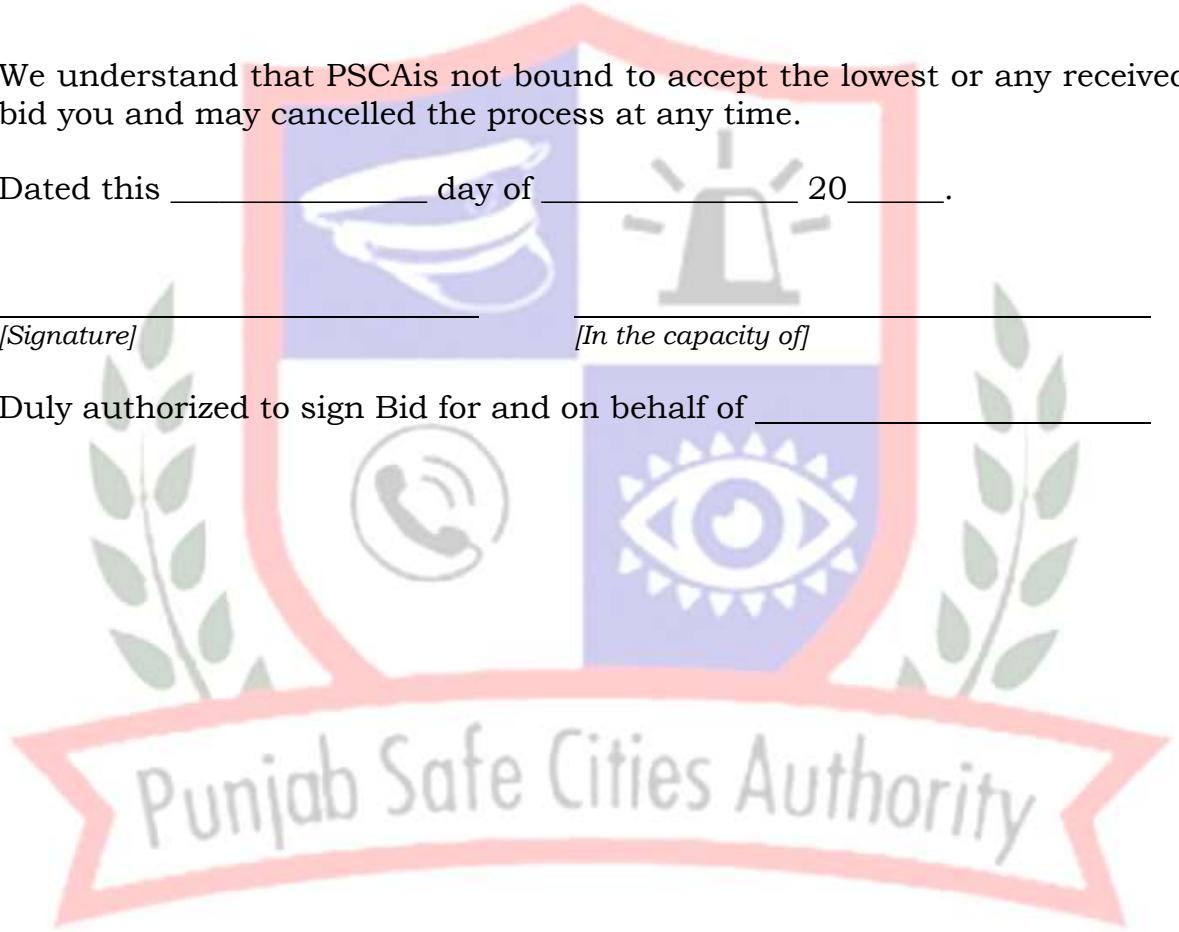
---

---

---

(if none, state "none")

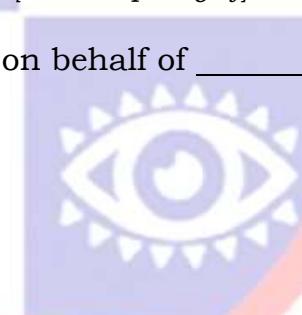
We understand that PSCA is not bound to accept the lowest or any received bid you and may cancel the process at any time.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.  


*[Signature]*

*[In the capacity of]*

Duly authorized to sign Bid for and on behalf of \_\_\_\_\_



Punjab Safe Cities Authority

## b. UNDERTAKING

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

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

The bidder/undersigned 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 undersigned 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:** bidders 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

<b>Sr. #</b>	<b>Description</b>	<b>Unit</b>	<b>Estimated Quantity</b>	<b>Cost /Unit Price In PKRs.</b>
1	Two Way	No.	4,400,000	
<b>Total Price (PKRs.)</b>				

**Note:**

1. The bidder is required to complete the price schedule carefully and sealed it separately in an envelope (Lot wise if applicable) in case of any discrepancy or multiple price the bid shall not be consider.
2. In case of discrepancy between unit price and total, the unit price shall prevail.
3. All prices must be included with all prevailing taxes.
4. The payment will be made as per actual after the issuance of satisfactory delivery note/certificate from the concerned officer of PSCA.
5. 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.
6. In case other than this Performa submission the offer/ bid shall be rejected straightforwardly.
7. 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 informative 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 SP]* 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 Provider
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 SP/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 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**

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

- a.** “Applicable Laws/ Rules” means the laws/ Rules of Islamic Republic of Pakistan/Punjab, as they may be issued and enforced from time to time.
- b.** “Authority” means Punjab Safe Cities Authority, Lahore
- c.** “Bid” means a tender or an offer, in response to this invitation by a person, consultant, firm, company or an organization, consortium/ joint venture (if allowed) expressing his or its willingness to undertake to complete this project/ procurement/ task at a price decided between the parties accordingly.
- d.**
- e.** “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
- f.** “Blacklisting” means debar the bidder/SP 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.
- g.** “Conflict of Interest” means
  - i. where a bidder 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 SP 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

- h.** “Contract” means the agreement entered into between the PSCA and the SP, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- i.** “Contract Price” means the price payable to the SP under the Contract for the full and proper performance of its contractual obligations.
- j.** “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.
- k.** “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 SP in the procurement process or in contract execution to the detriment of the procuring agencies; or misrepresentation of facts in order to influence a procurement process or the execution of a contract, collusive practices among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the procuring agencies of the benefits of free and open competition and any request for, or solicitation of anything of value by any public official in the course of the exercise of his duty. ; it may include any of the following:
  - i. Coercive practice by impairing or harming or threatening to impair or harm, directly or indirectly, any party or property of the party to influence the action of the party to achieve a wrongful gain or to cause a wrongful loss to another party;
  - ii. Collusive practice by arrangement between two or more parties to the procurement process or contract execution, designed to achieve with or without the knowledge of the



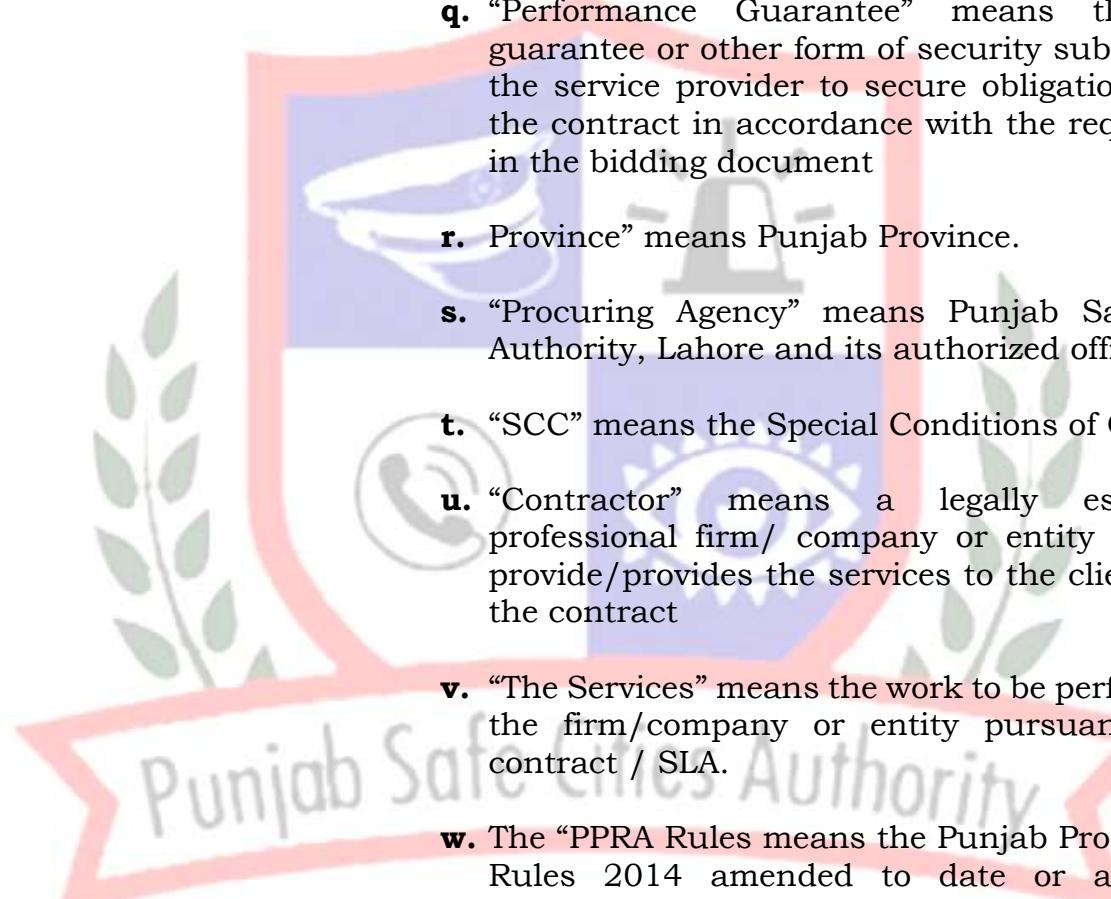
procuring agency to establish prices at artificial, noncompetitive levels for any wrongful gain;

- iii. Offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain;
- iv. Any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to misleads, a party to obtain a financial or other benefit or to avoid an obligation;
- v. Obstructive practice by harming or threatening to harm, directly or indirectly, person or their property to influence their participation in a procurement process, or affect the execution of a contract or deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements before investigators in order to materially impede an investigation or making false statements before investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or acts intended to materially impede the exercise of inspection and audit process;

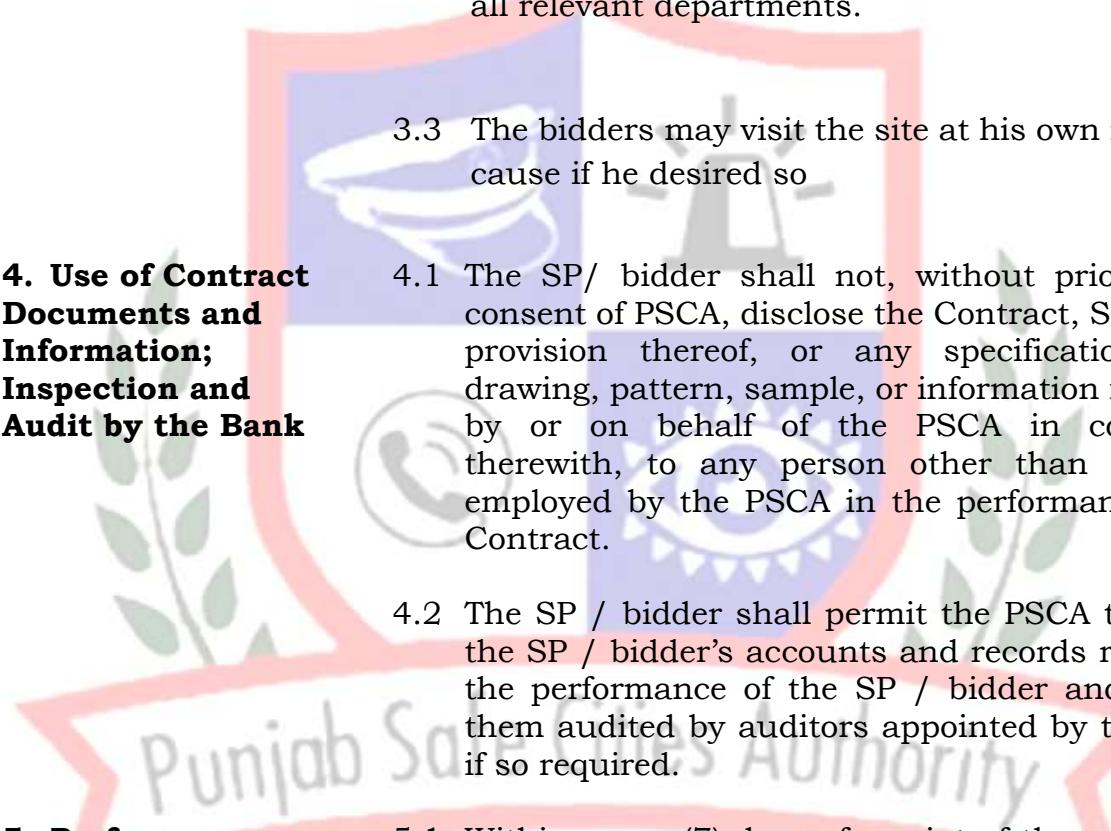
**1.** “Day” means calendar day.

**m.** “Employer/Client” means the PSCA that signs the contract for the services with the selected/qualified SP/bidder.

**n.** “Framework Contract” means such contract for the ‘Procurement of Service Provider for Bulk SMS” over a specific period against an agreed rate.



- o. “GCC” means the General Conditions of Contract contained in this section.
- p. “LOT” means a collection or group of objects, items, things, desirables, works, services, or set of things required by procuring agency through this process of procurement/ bidding documents and evaluated (technically & financially) separately as per the prescribed evaluation criteria.
- q. “Performance Guarantee” means the bank guarantee or other form of security submitted by the service provider to secure obligations under the contract in accordance with the requirement in the bidding document
- r. “Province” means Punjab Province.
- s. “Procuring Agency” means Punjab Safe Cities Authority, Lahore and its authorized officials.
- t. “SCC” means the Special Conditions of Contract.
- u. “Contractor” means a legally established professional firm/ company or entity that may provide/provides the services to the client under the contract
- v. “The Services” means the work to be performed by the firm/company or entity pursuant to the contract / SLA.
- w. The “PPRA Rules” means the Punjab Procurement Rules 2014 amended to date or any other instructions of the Government relating to the procurement process.
- x. “The Punjab Safe Cities Authority” means the organization hiring the services/the Employer/Client/PSCA.
- y. “The Project Site,” where applicable, means the place or places named in SCC/SLA or directed by the PSCA.
- z. “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**

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

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

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

3.3 The bidders may visit the site at his own risk and cause if he desired so

4.1 The SP/ 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.

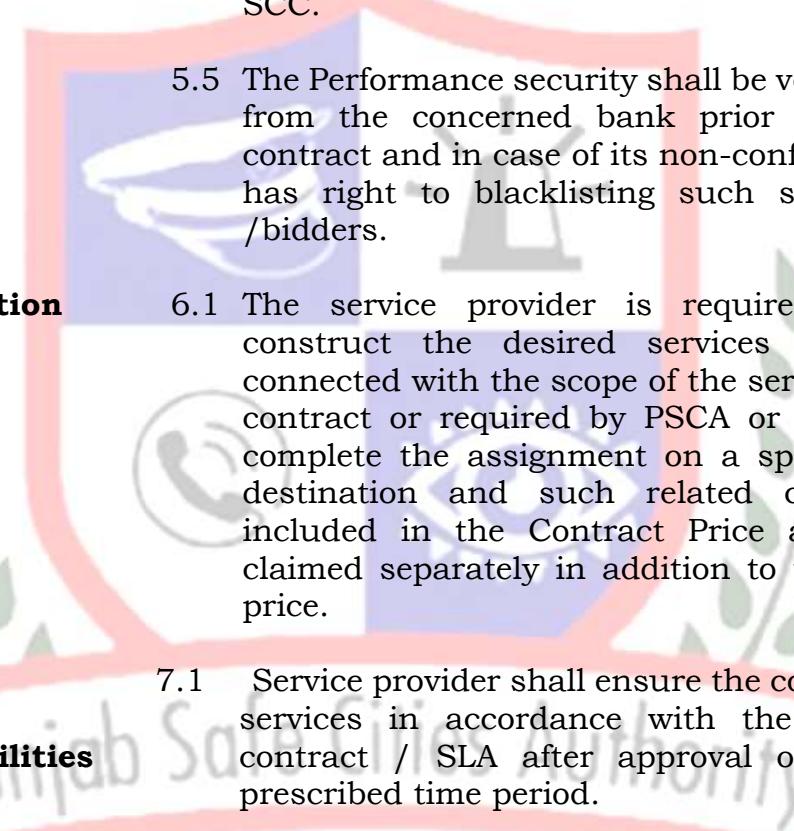
4.2 The SP / bidder shall permit the PSCA to inspect the SP / bidder's accounts and records relating to the performance of the SP / bidder and to have them audited by auditors appointed by the PSCA, if so required.

**5. Performance Guarantee**

5.1 Within seven (7) days of receipt of the notification of Contract award, the successful SP / 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 SP/bidder'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 contractor'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 within prescribed time period.

## **8. Payment Prices**

- &
- 8.1 The method and conditions of payment to be made to the bidder/ service provider under the Contract or the payment milestone & SLA subject to the satisfactory certificate by the PSCA.

## **9. Change Orders**

- 9.1 The PSCA at any time, by a written order given to the service provider, 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 with maximum limit of the 20% of the total value of the contract, if otherwise not provided anywhere specifically.

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 provider, 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 provider, 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 contractors. However, the contractor shall continue performance of the Contract to the extent not terminated.

### **13. Force Majeure**

13.1 Notwithstanding anything contrary provided in the provisions of GCC Clauses, the 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.

13.2 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.

13.3 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**

14.1 The 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 contractors, 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 contractors 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.
<b>16. Resolution of Disputes</b>		<p>16.1 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.</p> <p>16.2 The matter shall be referred to MD <b>PSCA</b> 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.</p> <p>16.3 In case of any objection therefore, the matter may be referred for judication / arbitration in accordance with arbitration Act 1940.</p>
<b>17. Governing Language</b>		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.
<b>18. Applicable Law</b>		18.1. The Procurement process & Contract shall be commenced and competed in accordance with the applicable laws of Islamic Republic of Pakistan/ Punjab.
<b>19. Notices</b>		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.
<b>20. Taxes &amp; Duties</b>		20.1 Contractor/bidder shall be entirely responsible for all taxes, duties, license fees, etc., incurred until

discharging of the contracted services Punjab safe cities authority.

## **21. Corrupt Fraudulent Practices**

**or** 21.1 The PSCA requires that contractor/bidders, contractors, and contractors 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 /consultants / contractor or what so ever named, in accordance with Blacklisting procedures under Punjab Procurement Rules 2014 in any case if deems so.

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

22.2. 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/ 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 bidders, 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.

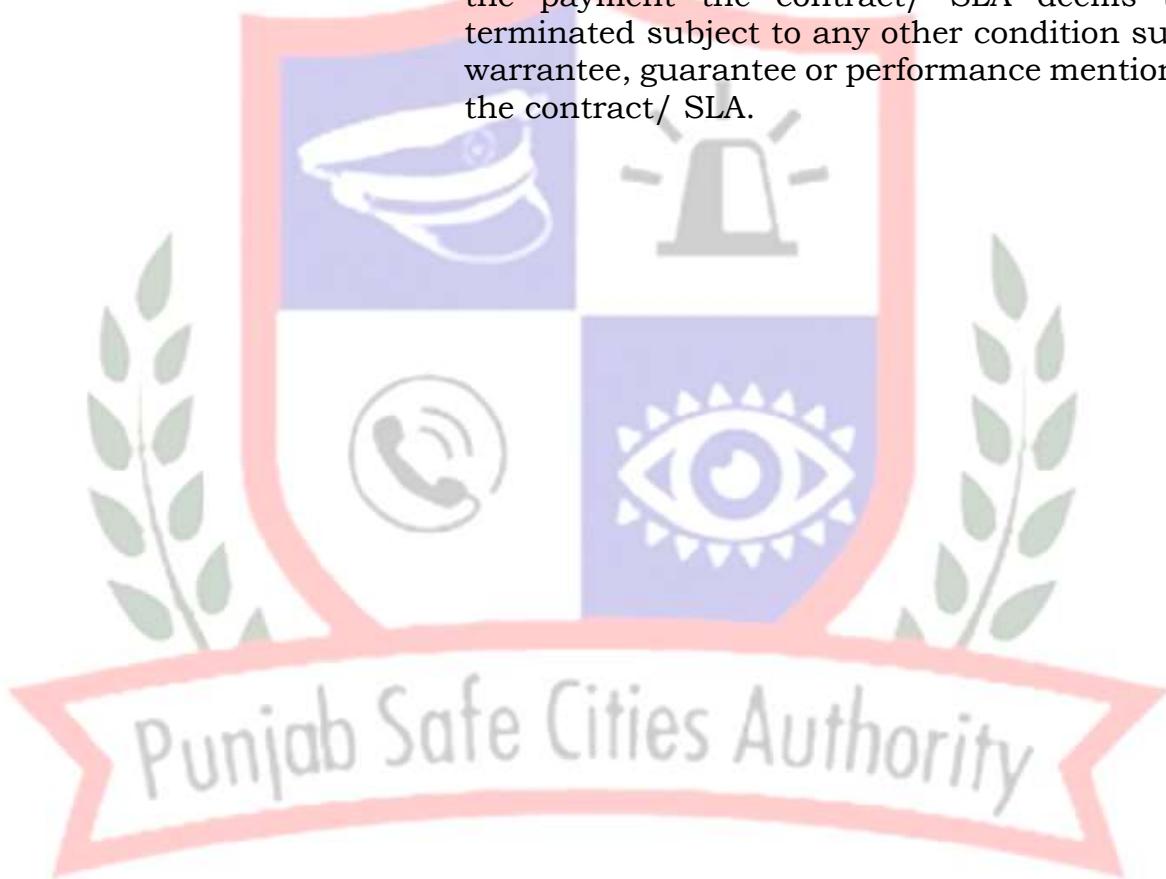
22.3 PSCA has right to take any legal action against the bidder/ company if he founds involve in corrupt practice in addition to blacklisting.

**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 the 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 as agreed between the contractor and PSCA through the Contract.

23.3. After issuing of completion certificate and releasing the payment the contract/ SLA deems to be terminated subject to any other condition such as warranty, guarantee or performance mentioned in the contract/ SLA.



## **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 Contractor: *Whose bid is responsive technically/financially & lowest evaluated acceptable to PSCA.*
- d) The Project Site is: *Lahore*

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

The amount of Performance Guarantee, 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 Guarantee with in prescribed time/ extended time in writing, PSCA has the right to reject the bid of such bidder and forfeit his bid security in addition to initiate other legal action against him. The Performance Guarantee may be released after the completion of the satisfactory services as per the contract / 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 bidders as per procurement procedure/PPRA Rules 2014 (amended).

#### **4. Termination**

PSCA has the right to scrap 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 signing of the contract signing. The contents of the contact shall be decided at the time of signing contract in addition to the GCC & SCC of the bidding documents.

**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
<b>TECHNICAL PROPOSAL</b>		
<b>1.</b>	Bidding Forms	
<b>2.</b>	Certificate of Incorporation of bidder's firm/ Company showing its location and the date of registration and original ID card etc.	
<b>3.</b>	Proof of valid Income Tax Registration (NTN)	
<b>4.</b>	Proof of valid General Sales Tax	
<b>5.</b>	Proof of valid Professional Tax Certificate.	
<b>6.</b>	Bidding Document Fee – Evidence shall be pasted outside of the main envelope, the evidence shall be presented at the time of bid submission.	
<b>7.</b>	Bid Security attached with Technical Bid/proposal.	
<b>8.</b>	Signed & stamped bidding document and all attachments (attachments & statements)	
<b>9.</b>	Bank statement for the last financial year (FY 2020-2021)	
<b>10.</b>	<b>Authority Letter</b> from the bidder Company authorizing the relevant person to represent the company (If any).	
<b>11.</b>	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.	
<b>FINANCIAL PROPOSAL</b>		
<b>12.</b>	Price Schedule	