

BIDDING DOCUMENT

FOR

“PROCUREMENT OF UPS BATTERIES”

Tender No: PSCA/22/15- April/22

PUNJAB SAFE CITIES AUTHORITY

Date: 15 April, 2022

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, Lahore (PSCA) invites sealed bids from eligible bidders for:

PROCUREMENT OF UPS BATTERIES

Interested eligible bidders can obtain detailed bidding documents which are available in the office of PSCA by depositing tender fee of **Rs. 2000/- (non-refundable)** 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.pscas.gop.pk) & PPRA (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 1130** hours on **April 29, 2022** which **shall be opened on the same date** in the presence of bidder's representative (who chose to attend) at **PST 1200** hours in the office of PSCA.

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

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

Punjab Safe Cities Authority

The Future of Punjab Police

PPIC3 Centre Qurban Police Line Lahore, Pakistan

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Part- I (Section I)

INSTRUCTIONS TO BIDDERS

A. Introduction

1. Punjab Safe Cities Authority & This Project

- 1.1. Punjab Safe Cities Authority (PSCA) has been established and functioning in Police Qurban Lines Lahore.
- 1.2. PSCA has sufficient funds for this project, subject to the approval of the competent authority.
- 1.3. PSCA intends to [Procure UPS Batteries](#) as per requirements of PSCA.

2. Eligible Bidders/ Services Providers

- 2.1. This Invitation for Bids is open to all eligible persons/Bidder(s)/Contractors except as provided hereinafter and the Bidder/Contractor must meet the requirements as described in this bidding Document.
- 2.2. Government-owned enterprises/entities may participate only if they are legally and financially authorized for that purpose.
- 2.3. Bidders/Contractors shall not be under a declaration of blacklisting by any Government department or Punjab Procurement Regulatory Authority (or any PPRA) or Courts or involved in any corrupt practice or facing such case anywhere or declared bankrupt/ defaulter.
- 2.4. Each bidder/Contractor is allowed to submit only one bid for either individually or as a partner /firm etc. In case a bidder/Contractor submits more than one bid his/it's all bids shall be rejected.
- 2.5. Joint Venture (JV) is not allowed in this procurement.

3. Scope of Services/Desirables

- 3.1. PSCA intends to [Procure UPS Batteries](#) - [\(Section IV\)](#).
- 3.2. Contractor shall appoint Project Coordinator/ Manager for this project to coordinate with Punjab Safe Cities Authority and all relevant departments.

3.3. The bidder/Contractor may visit the site at its own risk and cause if he desired so.

4. Cost of Bidding

4.1. The Bidder/Contractor shall bear all costs associated with the preparation and submission of its bid, and the PSCA will, in no case, be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

B. The Bidding Documents

5. Content of Bidding Documents

5.1. The goods required, bidding procedures, and contract terms are prescribed in the bidding documents. In addition to the Invitation for Bids, the bidding documents include:

- a. Instructions to Bidders/Contractors (ITB);
- b. Bid Data Sheet (duly 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 if any;

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

6. Clarification of Bidding Documents

6.1. A prospective Bidder/Contractor requiring any clarification of the bidding documents may notify the PSCA in writing or by email at 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 called by the PSCA at its own or to clarify the bidding document. But it is the sole

discretion of the PSCA which can't be claim by any bidder /Contractor as a right.

7. Amendment of Bidding Documents

- 7.1. At any time prior to the deadline for submission of bids, PSCA, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Contractor/Bidder, may modify the bidding documents by amendment.
- 7.2. All prospective Contractor/Bidders that have submitted the bidding documents will be notified of the amendment in writing or by email, and will be bidding on them.
- 7.3. In order to allow prospective Contractor/Bidder reasonable time to incorporate the amendment (if any) in account to preparing their bids, the PSCA, at its discretion, may extend the deadline for the submission of bids.

C. Preparation of Bids

8. Language of Bid

- 8.1. The bid prepared by the Bidder/Contractor, as well as all correspondence and documents relating to the bid exchanged by the Bidder/Contractor and the PSCA shall be written in English language specified in the Bid Data Sheet. Supporting documents and printed literature furnished by the Bidder/Contractor may be in same language.
- 8.2. In case of any other language, the authentic copy of the translation & translated document (duly notarized) shall be enclosed and in case of any ambiguity the true contract / copy shall be prevailed.

9. Documents Comprising the Bid

- 9.1. The bid prepared by the Bidder/Contractor shall comprise the following components:
 - (a) A Bid Form and a Price Schedule completed in accordance with relevant ITB Clauses and evaluation criteria;
 - (b) Documentary evidence established in accordance with relevant ITB Clause that the Bidder/Contractor is eligible to bid and is qualified to perform the contract if its bid is accepted;
 - (c) Documentary evidence established in accordance with relevant ITB Clause that the services to be supplied by the bidder/Contractor are conform to the bidding documents; and

- (d) Bid security furnished in accordance with relevant ITB Clause or any other information required by PSCA.

10. Bid Form

- 10.1. The Bidder/Contractor shall complete the Bid Form and the appropriate Price Schedule furnished in the bidding documents, indicating the services provided and delivery of any items regarding the provision of services. 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/Contractor shall fill up the Performa provided in the bidding document as required.
- 11.2. Prices quoted by the Bidder/Contractor shall be fixed during the Contractor/Bidder's performance of the contract and not subject to variation on any account, unless otherwise specified in the Bid Data Sheet. A bid submitted with an **adjustable price/Optional quotation** will be treated as nonresponsive and rejected.

12. Bid Currencies

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

13. Documents Establishing Bidder's Eligibility and Qualification

- 13.1. Pursuant to relevant ITB Clause, the Bidder/Contractor shall furnish, as part of its bid, documents establishing the Contractor/Bidder's eligibility to bid and its qualifications to perform the contract if its bid is accepted.
- 13.2. The documentary evidence of the Contractor/Bidder's eligibility to bid shall establish to the PSCA satisfaction that the Contractor/Bidder, at the time of submission of its bid, is eligible as defined under relevant ITB Clause.
- 13.3. The documentary evidence of the Contractor/Bidder's qualifications to perform the contract if its bid is accepted shall establish to the PSCA satisfaction:
 - (a) That if a bidder/Contractor is a firm / company or organization has a valid certificate from Government entity in respect of its registration / renewal.

- (b) That the Contractor/Bidder has the financial, technical, managerial and production capability necessary to perform the contract;
- (c) That the Contractor/Bidder meets the qualification criteria listed in the Bid Data Sheet.

14. Conformity to Bidding Documents

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

14.2. Documentary evidence of the eligibility of the Services Provider in form of literature, letter, work plan, scope of work etc.

15. Bid Security

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

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

15.3. Unsuccessful Contractor/bidders' bid security will be discharged or returned as promptly as possible 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 Contractor/bidder shall be released after receiving of valid performance guarantee and/or contract signing.

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

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

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

- I. to sign the contract in accordance with requirements

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

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

16. Period of Validity of Bids

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

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

D. Submission of Bids

17. Sealing/ Signing & Marking of Bids

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

18. Deadline for Submission of Bids

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

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

19. Late Bids

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

20. Withdrawal of Bids

20.1. The Contractor/Bidder may withdraw its bid after the bid's submission, provided that written notice of such withdrawal should receive in the office of PSCA prior to two days of the deadline prescribed for submission of bids.

20.2. The Contractor/Bidder's withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of said ITB Clauses. A withdrawal notice may also be sent by email, but followed by a signed confirmation copy, postmarked no later than the two days 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**", provided in Punjab Procurement Rules, 2014 (amended to date).

22. Opening of Bids by the Punjab safe cities authority

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

22.2. The Contractor/Bidders' 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 late bids, which shall be returned unopened to the Contractor/Bidder or bids without bidding fee, once the bids are opened it shall be evaluated accordingly.

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

23. Preliminary Examination

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

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

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

24. Clarification of Bids

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

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

- Request for any technical information deemed essential for the development of the solution design document.
- Familiarize themselves with the works/services to be performed in accordance with the Inquiry documents.
- Request the locations coordinates and Point of Contact (POC) from the concern office.
- 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.
- Make his own arrangement and inquiries with regards to transportation of own staff and equipment.
- Ask to the bidder for test report from any lab or institution at the bidder's cost or ask for submitting the fee for such test or examine the performance of the machine/equipment at PSCA office or anywhere.

- g. Any other certificate or exercise or action or test that PSCA deems necessary for the said project.

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

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

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

25. Qualification & Evaluation of Bids

25.1. In the absence of prequalification, PSCA will determine to its satisfaction whether the Contractor/Bidder is qualified to perform the contract satisfactorily, in accordance with the Evaluation Criteria prescribed for such procurement/lot wise (if applicable).

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

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

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

25.7. Arithmetical errors may be rectified if PSCA desired on the following basis.

- a. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected.
- b. If the Contractor does not accept the correction of the errors, its bid will be rejected, and its bid security shall be forfeited.
- c. If there is a discrepancy between words and figures, the amount in words will prevail.

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

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

26. Announcement of Evaluation of Bids

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

27. Contacting the Punjab Safe Cities Authority

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

27.2. Any effort by a Contractor/Bidder to influence the PSCA during bid evaluation, or bid comparison may result in the rejection of the Contractor/Bidder's bid and forfeiting of its bid security and its blacklisting.

F. Award of Contract

28. Award Criteria

28.1. Subject to relevant ITB Clause, PSCA will award the contract to the successful Contractor/ Bidder whose bid has been determined to be substantially responsive in accordance with the evaluation criteria and has been determined to be the lowest evaluated bid as defined in PPRA Rules 2014.

28.2. In case if more than one Contractor/ Bidder quotes the same cost/equal (lowest bid) the PSCA may ask only to those lowest Contractor/ Bidders at once to submit their financial bids again or opt any other option under intimation to all such bidders.

29. Punjab Safe Cities Authority's Right to Vary Quantities at Time of Award

29.1. PSCA reserves the right at the time of contract awarding to add/delete terms and conditions, the Scope of services originally specified in the Schedule of Requirements or payment milestone without any change in unit price in accordance with prevailing rules & regulations.

30. Punjab Safe Cities Authority's Right to Accept or Reject All Bids

30.1. PSCA reserves the right to reject all bids, or any lot in case of more than one lot and to annul the bidding process at any time prior to contract award. In such rejection, PSCA shall incur no liability, solely or by virtue of its invoking the clause of rejection towards the bidder(s)/Contractor or any obligation to inform the Contractor/Bidder or bidders the grounds for the rejection of bids.

31. Notification of Award

31.1. Prior to the expiration of the period of bid validity, PSCA will notify the successful Contractor/Bidder in writing by registered letter or by email, that its bid has been accepted subject to verification of the performance guarantee (if any). However, such acceptance shall not be termed as a contract or the Contractors/ 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 Contract

32.1. After notifications to the successful Contractor/ Bidder that its bid has been accepted, the successful bidder/Contractor will send the same notification to PSCA after signing and stamping within a week or before. Subsequently, the stamp paper for the Contract shall be provided by the bidder/ Contractor

within seven (07) days (or extendable date or as per requirement by the PSCA).

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

32.3.The Stamp Duty on the contract of the same shall be imposed as per the “The Stamp Act, 1899” that shall be paid by the bidder/ Contractor.

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

33. Commencement of the Contract

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

34. Integrity Pact

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

35. Performance Guarantee

35.1.Within Seven (07) days or as per requirement of PSCA of the receipt of notification of award from the Punjab Safe Cities Authority, the successful Contractor/Bidder shall furnish the performance guarantee (if required) in accordance with the Conditions of Contract, on the Performance Guarantee Form provided in the bidding documents, or in another form acceptable to the Punjab Safe Cities Authority. PSCA may issue Advance Letter of Acceptance (ALoA) to the successful bidder containing the requirement of performance guarantee. However, such ALoA shall not be declared a Contract or create any right for contract.

35.2.Failure of the successful Contractor/ Bidder to comply with the requirement of relevant ITB Clauses or any other requirement shall constitute sufficient grounds for the annulment of the award and

forfeiture of the bid security/black listing, in which event or on any other action deems appropriate, the PSCA may make the award to the next lowest evaluated Contractor/Bidder or call for new bids. 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 contractor for signing/ submission of indemnity bond at the time of releasing of performance guarantee to the contractor.

36. Corrupt Fraudulent Practices

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

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

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

37. Grievance Redressal Committee

37.1. In case of any dis-satisfaction or objection against the evaluation report, the aggrieved Contractor/bidder may approach to the Grievance Redressed Committee (GRC) that shall be notified by 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 irresponsible or disqualified by the technical evaluation committee of PSCA such bidder/ Contractor can file its technical rejection grievance within three (03) days after such announcement to GRC of PSCA. After three (03) days, his technical rejection grievance shall not be considered/ received and straightforwardly rejected.

38. Resolution of Disputes

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

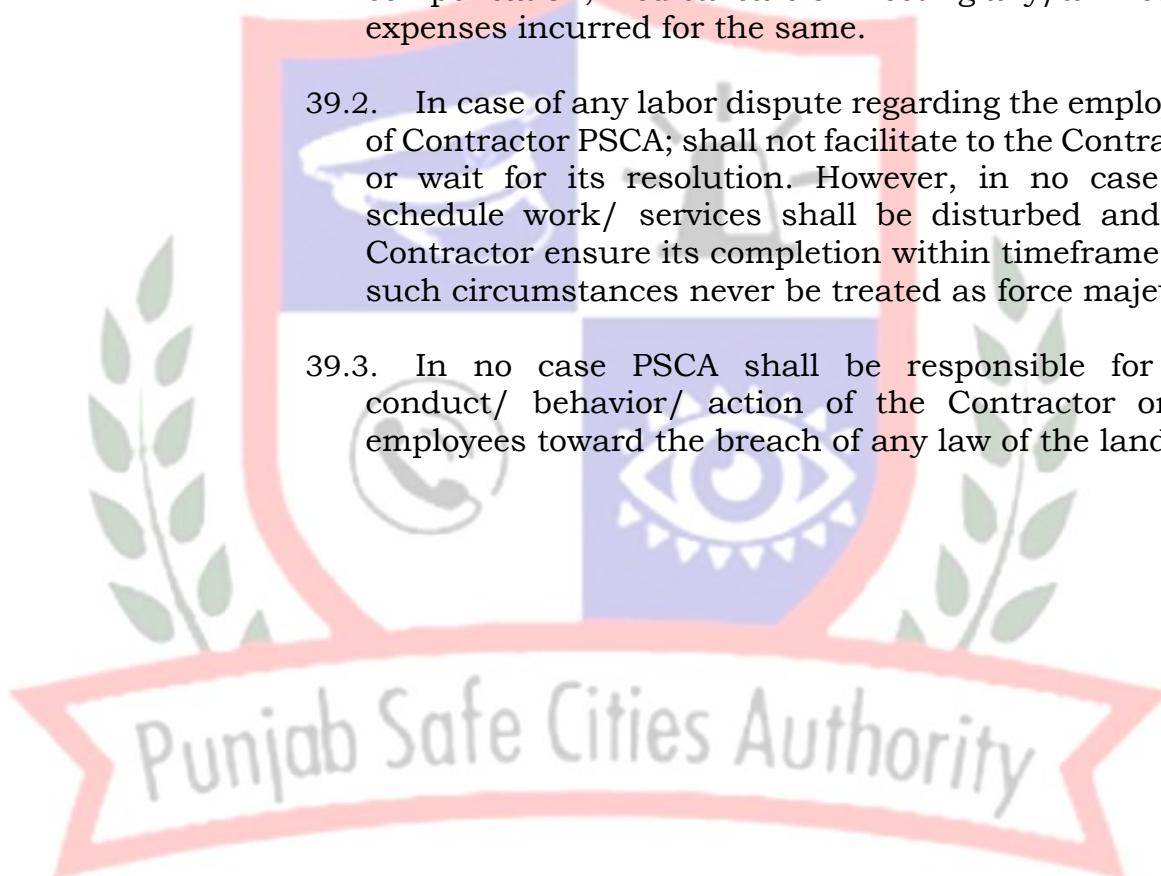
38.2. In case of any objection thereafter, the matter may be referred for decision / arbitration in accordance with Arbitration Act 1940.

39. General Guidelines for the Contractor

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

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

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



Section-II

Bid Data Sheet

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

Introduction
PUNJAB SAFE CITIES AUTHORITY
Name of Project: PROCUREMENT OF UPS BATTERIES
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 shall be received by the PSCA seven (07) calendar days before to the closing date the bids.
Language of the bid – English
Bid Price and Currency
The price quoted against each bid (lot- if applicable) shall be delivered duty paid at the following locations in accordance with the Schedule of Requirements including all payment taxes.
The price shall be in Pak Rupees (including all taxes) and shall be fixed subject to verification.
Preparation and Submission of Bids
EVALUATION CRITERIA:
Eligibility Criteria: (Mandatory Requirements):
<p>The bidder has to fulfil all mandatory requirements detailed below, in order to Technically Qualify for the assignment. The interested bidder/Contractor has to provide documentary evidence(s) against the below mentioned requirements:</p> <ul style="list-style-type: none"> a. Legal Status of the bidder (s) (Incorporation Certificate (<i>showing its location and the date of registration and original ID card etc</i>), Partnership Deed or Form C/D (whichever is applicable) Affidavit and any other valid supporting document in case of Sole Proprietorship) b. Proof of valid Income Tax Registration (NTN) c. Proof of valid Punjab Sales Tax/ General Sales Tax d. Proof of valid Professional Tax Certificate. e. Bid Document Fee f. Bid Security attached with Technical Bid/proposal. g. Audited Financial Statement or Bank Statement for the last year from 1st July, 2020 to 30th June, 2021. (Signed & stamped) h. Past relevant experience in such procurement. i. Signed & stamped bidding document and all attachments (all type of appendices & statements) 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/throughout the country/internationally

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. The Estimated Cost is **PKRs. 1,119,966/-**

Bids shall be in the prescribed format, sealed and accompanied by the Bid Security in the form of Call Deposit Receipt (CDR) in favor of "**Chief Operating Officer Punjab Safe Cities Authority**", **Account# PK07BPUN-6580045845500064 (Bank of Punjab)** having NTN: 7129125-0 having its **validity 180 days** from the date of opening of bid that shall be **annexed with the technical proposal (bid)**.

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

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

Deadline for **Bid Submission: April 29, 2022** no later than **1130 Hours**

Time, Date, and Place for Bid Opening: April 29, 2022 at 1200 Hours PSCA Office. However, in case of said bid opening/ closing date, the office is closed due to public holiday etc. the next working day shall be considered as the bid 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/ Contractor inclusive of all taxes.

Contract Award

The Bidder whose bid found the Lowest Evaluated Bid as per requirement of these documents, it may be called for the execution of the contract by PSCA. The terms and conditions of the Contract shall be decided, at the stage of signing of Contract as per the requirement of Bidding documents/ or PSCA requirement. The percentage for quantity/items/number increase or decrease and the scope of services may be reviewed as per the requirement of PSCA at the time of signing of contract or thereafter during the execution keeping in view the parameter of applicable laws/rules.

Note:

1. Original CNIC, in case the owner of the firm/company attend the Bid Opening and the valid authorization letter from the bidder to its representative is required in order to attend the bid opening meeting on bidder's behalf and original identity card or any other legal proof of the bidder/representative.
2. To qualify, the bidder is required to pass/comply the Evaluation Criteria (Technically + financially).
3. Supporting Evidence shall be provided for each criterion (where applicable/ required)

Section-III

EVALUATION CRITERIA

QUALIFICATION REQUIREMENTS. (Marking System)					
Sr No	Criteria	Description	Max. Marks	Min. Passing Marks	Documents Required
1.	OPERATIONAL HISTORY: Number of Years, Firm is operational	<ul style="list-style-type: none"> Less than 02 years = 0 Points 02 years = 05 Points 03 Years = 08 Points 04 or more Years = 10 Points 	10	05	Verifiable proof showing operations of firm/business must be attached
2.	No. of similar contracts/ award successfully completed	<ul style="list-style-type: none"> Less than 02 Projects = 0 Point 02 Projects = 05 Points 03 – 04 Projects = 10 Points 05 – 08 Projects = 15 Points More than 08 Projects= 20 Points 	20	05	Verifiable proof showing similar contracts completed, must be attached
3.	Cumulative value of similar contracts/ award successfully completed in last Five (05) years	<ul style="list-style-type: none"> Less than PKRs. 05 Million = 0 Point PKRs. 05 Million or above and less than PKRs. 10 Million = 05 Point PKRs. 10 Million or above and less than PKRs. 20 Million = 10 Points PKRs. 20 Million or above = 20 Points 	20	05	Verifiable proof showing value of Contracts must be attached
Total Marks = 50		Minimum Passing Marks = 20			
Note: The bidder must obtain minimum passing score in each of the above criterion and minimum 20 marks cumulatively, in order to technically qualify for the tender					

Section IV

Requirement & Technical Specification

PSCA intends to hire Contractor/Supplier for “[Procurement of UPS Batteries](#)”. Detailed Technical Requirements is as follow;

Detailed Description For UPS Batteries			
Sr.#	UPS (for information only)	Battery Description	Quantity
1.	30KVA GF	Lead-Acid Battery, 12V 26Ah, Type C10, 25°C Floating Voltage = 13.50V Terminal Hardware Torque = 9~11NM Charge Current Max = 6.5A	32
2.	40KVA GF	Lead-Acid Battery, 12V 40Ah, Type C10, 25°C Floating Voltage = 13.50V Terminal Hardware Torque = 9~11NM Charge Current Max = 10A	32

Note:

1. The successful bidder / contractor shall be bound to deliver the services as per requirement/specification or any alteration in case of request by the client at any stage.
2. Client/PSCA reserves the right to change/increase or decrease the scope of work/ quantities or numbers or items / or Lot (s) -if applicable- or specification and quantities or cancel the bid/tender at any point of time without violating any laws.
3. Delivery timeline is one (01) month. PSCA has right to demand the services in parts as per the requirement and the successful bidder shall be bound to deliver the services as and when required by the PSCA on the same rates. The demand may vary to the above requirement that shall not affect the cost.
4. If the delivered services/ goods, not found as per standard specifications/scope of work as mentioned in the Tender Document, the client reserves the right to claim replacement of the same with higher or same standard specifications or may cancel the Contract or take any other legal action along with forfeiting the performance guarantee
5. Where any brand / name/ reference no. or any other such inference is given in the specification, the word “or equivalent” shall be considered there as well.

Section-IV

SCHEDULE OF REQUIREMENTS

TABLE 1 **DELIVERY SCHEDULE**

Sr. No.	Delivery Time Period
1	The Contractor shall be required to deliver the requisite services within One (01) Month of issuance of Letter of acceptance/ Work Order or as per PSCA requirement in writing after the signature of Contract/ issuance of notification.



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 and affirmed in toto, we, the undersigned, offer to render *[Project Title]* in conformity with the said bidding documents for the sum of *[total bid amount in words and figures]* against each bid (lot- if any) or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, we ensure to provide the services in accordance with the delivery schedule specified in the Schedule of Requirements, and, prior to execution of the contract no right accrue.

If our Bid is accepted, we will obtain the **guarantee of a bank 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 (if any) shall constitute a binding Contract between us.

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

Name and address of agent	Amount and Currency	Purpose of Commission or gratuity
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(if none, state "none")

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

Dated this _____ day of _____ 20_____.

[Signature]

[In the capacity of]

Duly authorized to sign Bid for and on behalf of _____

b. UNDERTAKING

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

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

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

Notarized this _____ day of 20_____

Signature: _____

Stamp: _____

Note: Bidder/Contractor is required to fill this undertaking and submit with your bid and in case of failure bid shall be rejected straight forward.

1. Price Schedule

Detailed Description For UPS Batteries			
Sr.#	UPS (for information only)	Battery Description	Total Price Inclusive of all applicable taxes
1.	30KVA GF	Lead-Acid Battery, 12V 26Ah, Type C10, 25°C Floating Voltage = 13.50V Terminal Hardware Torque = 9~11NM Charge Current Max = 6.5A	
2.	40KVA GF	Lead-Acid Battery, 12V 40Ah, Type C10, 25°C Floating Voltage = 13.50V Terminal Hardware Torque = 9~11NM Charge Current Max = 10A	
Total Price (Inclusive of all applicable taxes)			

Note:

1. The Bidder shall quote for complete required work/services and incomplete bid shall not be considered. A lump-sum price shall be calculated to financially evaluate the bid.
2. Lowest Evaluated bid price shall be considered
3. The Contractor/Bidder is required to complete the price schedule carefully and in case of any discrepancy or multiple price the bid shall not be considered.
4. In case of discrepancy between unit price and total, the unit price shall prevail.
5. All prices must be included with all prevailing taxes.
6. The Payment shall be made as per actual delivery and after the issuance of satisfactory delivery note/certificate from the concerned officer of PSCA.
7. The Successful Bidder may claim the Bill after complete delivery of services.
8. Client/PSCA has the right to change in the quantities of the required item or cancel the bid at any point of time
9. The Bidder is required to fill-up this Performa and submit to PSCA and sealed it separately in an envelope (lot wise-if applicable). No alternative or other than this Performa or incomplete Performa shall be acceptable.
10. In case other than this Performa submission the offer/ bid shall be rejected straightforwardly.
11. In case of any discrepancies / differences the content of this price schedule shall prevail.

Grand total in words _____

Date _____

Signature of authorized person
Name: _____
(Company Seal)

In the capacity of

Duly authority by

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

Part-II (Section I)

1. CONTRACT FORM

THIS AGREEMENT made the ____ day of _____ 20____ between PSCA (hereinafter called "the Employer/Client") of the one part and *[name of Contractors]* of (hereinafter called "the Contractor") of the other part:

WHEREAS the PSCA invited bids for the services and viz., *[brief description of services]* and has accepted a bid by the Contractor for the supply of those items 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 Contractors
3. The Client hereby covenants to pay the Contractor in consideration of the provision of the services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.
4. The Client may add, delete, and review any condition or clause of the contract at the time of signing with mutual consent without affecting the substance of the bid process/price. The contract may be extended for a reasonable period with the consent of the parties.

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

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

Signed, sealed, delivered by _____ the _____ (for the Contractors/Bidder).

Section II

General Conditions of Contract

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

- a.** “Applicable Laws/ Rules” means the laws/ Rules of Islamic Republic of Pakistan/Punjab, as they may be issued and enforced from time to time.
- b.** “Authority” means Punjab Safe Cities Authority, Lahore
- c.** “Bidder” means who accept all the terms & conditions of these bidding documents and submit its bid and participate as a competitor in the process of this procurement
- d.** “Bid” means a tender or an offer, in response to this invitation by a person, consultant, firm, company or an organization, consortium/ joint venture (if allowed) expressing his or its willingness to undertake to complete this project/ procurement/ task at a price decided between the parties accordingly.
- e.** “Bid Security” means the bank guarantee or other form of security submitted by a bidder together with a bid to secure the obligations of the bidder participating in a bidding proceedings
- f.** “Blacklisting” means debarring the bidder/ Contractor to participate in any procurement process on any ground provided in the document and uploaded its status on PPRA website or any other procurement site of the country/ world as blacklisted.
- g.** “Conflict of Interest” means
 - i. where a bidder/Contractor could be perceived as providing biased professional advice to a procuring agency to obtain an undue benefit for himself or those affiliated with him;
 - ii. receiving or giving any remuneration directly or indirectly in connection with the assignment except as providing in the contract;
 - iii. any engagement in consulting or other procurement activities of a Contractor that

conflicts with his role or relationship with the procuring agency;

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

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

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

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

k. “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.

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

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

i. Coercive practice by impairing or harming or threatening to impair or harm, directly or indirectly, any party or property of the party

to influence the action of the party to achieve a wrongful gain or to cause a wrongful loss to another party;

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

n. “Day” means calendar day and “Year” means calendar year if otherwise not provided.

o. “Employer/Client” means the PSCA that signs the contract for the services/goods with the selected/qualified Contractor.

- p.** “Firm” means a firm register or deemed to be register with the office of registrar.
- q.** “GCC” means the General Conditions of Contract contained in this section.
- r.** “Goods” means required goods as mentioned in Technical Specifications or any other related item, material or goods required under the contract for the **Procurement of UPS Batteries**.
- s.** “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.
- t.** “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
- u.** “Province” means Punjab Province.
- v.** “SCC” means the Special Conditions of Contract.
- w.** “Contractor” means a legally established professional firm/ company or entity that may provide/provides the services to the client under the contract
- x.** “Supplier” means a legally established professional firm/ company/ or entity that may provide/provides the goods or services to the client under the contract
- y.** “Services” means the work to be performed by the firm/company or entity pursuant to the contract.
- z.** “PPRA Rules” means the Punjab Procurement Rules 2014 amended to date or any other instructions of the Government relating to the procurement process.
- aa.** “Punjab Safe Cities Authority” means the organization hiring the services/the Employer/Client/PSCA.
- bb.** “The Project Site,” where applicable, means the place or places named in SCC or directed by the PSCA.

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

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

2. Application

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

3. Scope of Services

3.1. Contractor shall be required to complete the assignment and provide all related services to PSCA as per description and requirement mentioned Section IV of the bidding document(s)

4. Use of Contract Documents and Information; Inspection and Audit

4.1 The Contractor/ Bidder shall not, without prior written consent of PSCA, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the PSCA in connection therewith, to any person other than a person employed by the PSCA in the performance of the Contract.

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

5. Performance Guarantee

5.1 Within seven (7) days of receipt of the notification of Contract award, the successful Contractor/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 Contractor'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 Contractor not later than thirty (30) days following the date of completion of the Contractor's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in SCC.

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 Contractor/bidders.

6. Transportation

6.1 The Contractor is required to provide the desired services connected with the technical specifications 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. Contract or's Responsibilities

7.1 Contractor shall ensure the delivery of the goods in accordance with the terms of the contract after approval of PSCA.

7.2 All terms & conditions provided in Part-1 of this bidding document, especially regarding Eligibility of Bidders shall be mutatis mutandis applicable in GCC Section.

8. Payment & Prices

8.1 The method and conditions of payment to be made to the Contractor under the Contract or the payment milestone.

9. Change Orders

9.1 PSCA at any time, by a written order given to the Contractors, 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 Contractor from the concerned bank if otherwise not provided.

11. Delays in the Contractor's Performance

11.1 Delay in provision of goods by the Contractor in accordance with the time schedule prescribed by the PSCA in the Schedule of Requirements shall not be tolerated and in such default penalty for delaying goods

shall be imposed **@ 0.2% per day of the total contract amount with total cap of 10% of the total value of the Contract.** Moreover, any penalty may be imposed by PSCA in case of any default by the Contractor in addition to initiating legal action against such defaulter. PSCA has also right to stop its pending payment or forfeit its guarantee/security submitted to PSCA in this procurement or any other contract.

11.2 PSCA focal person shall conduct visit to the sites in order to monitor progress. The Contractor shall not obstruct visit of PSCA focal person and provide the reasonable facility to such person.

12. Termination for Default

12.1 PSCA, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Contractors, may terminate this Contract in whole or in part:

- (a) If the Contractor fails to perform the services within the period(s) specified in the Contract, or within any extension thereof granted by the PSCA pursuant to GCC relevant Clause or
- (b) If the Contractor fails to perform any other obligation(s) under the Contract.
- (c) If the Contractors, 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 PSCA terminates the Contract in whole or in part, PSCA may procure, upon such terms and in such manner as it deems appropriate goods 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 its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

13.2 For purposes of this clause, "Force Majeure" means an event beyond the control of the 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 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 PSCA, by written notice to the Contractors or without such notice, may terminate the Contract, in total or in part, at any time before the accomplishment of the contract for its convenience. In case of issuing the notice of termination, PSCA shall specify that the termination is for the PSCA convenience, to what extent/ or whole of the contract with the Contractor is terminated, and the date upon which such termination becomes effective. In case of such termination the provided performance or rendered services before the period of such termination may be considered by PSCA if satisfied.

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

16. Resolution of Disputes

16.1 PSCA /through its Chief Operating Officer (COO) 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.

	16.3 In case of any objection therefore, the matter may be referred for adjudication / 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 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.Corrup or Fraudulent Practices	21.1 PSCA requires that Contractor/Bidders, 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: <ul style="list-style-type: none"> (a) PSCA will bar a firm/company/individual bidders/Contractors /consultants 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. 22.1. 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:
22.Blacklisting Mechanism	

(a) acted in a manner detrimental to the public interest or good practices;

(b) consistently failed to perform his obligation under the contract;

(c) not performed the contract up to the mark;

(d) indulged in any corrupt practice.

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

(a) shall forward the decision to the Punjab Procurement Regulatory Authority (PPRA) for publication on the website of the PPRA; and

(b) may request the PPRA to debar the bidder or contractor for procurement of all procuring agencies.

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

23. Delivery Of Goods

23.1 The authorized person of PSCA shall issue a satisfactory performance certificate/ Goods receipt Note to the Contractor on the delivery of goods entrusted to him through the contract by PSCA.

23.2 On basis of this Goods receipt Note the Contractor shall claim the payment/ charges from the PSCA.

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

Section III

Special Conditions of Contract

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract.

1. Definitions

- a) The PSCA: *The procuring agency*
- b) The country: *Islamic Republic of Pakistan*
- c) The Contractor/Contractor: *Whose bid is responsive technically/financially & lowest evaluated acceptable to PSCA.*

2. Performance Guarantee

The amount of performance security, i.e. (Which shall be within 10% of the contract price) in the shape of non-recourse, irrevocable and unconditional bank guarantee from scheduled bank of Pakistan/ having setup in Punjab on the prescribed format attached with the bidding document shall/or may be submitted by the winner/ lowest evaluated bidder to PSCA after issuing of the letter of acceptance with in seven (7) working days (in official hour). In case of fail to deposit the required performance 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 or as per the satisfaction of PSCA.

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

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/Contractor as per procurement procedure/PPRA Rules 2014 (amended).

4. Payment Mechanism:

The contractor/ Contractor shall be paid by PSCA against invoice for the satisfactorily delivered goods for/to the PSCA.

Payment shall be made in Pak Rupees and subject to certification of invoice and issuance of satisfactory certificate/ Goods receipt Note by PSCA (*unit head/focal person of assignment of relevant user department*)

that the goods have been received satisfactorily, pursuant to the performance indicators.

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

5. **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 his 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.

Note: PSCA has right to add/incorporate/ delete any condition/any item 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. However, the cost of the tender/ items shall not be changed in case



PERFORMANCE SECURITY FORM

To:

[Client Address]

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

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a bank guarantee by a reputable bank for the sum specified therein as security for compliance with the Contractor's performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Contractor a guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Contractor, up to a total of *[amount of the guarantee in words and figures]*, and we undertake to pay you, upon your first written demand declaring the Contractor to be in default under the Contract and without cavil or argument, any sum or sums within the limits of *[amount of guarantee]* as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the _____ day of _____ 20____.

Signature and seal of the Guarantors

[Name of bank or financial institution]

[Address]

[Date]

UNDERTAKING
FOR
NON-DISCLOSURE OF INFORMATION

1. With reference to goods/services/works required by Punjab Safe Cities Authority (PSCA) for _____, it is hereby asseverated & acknowledged that the confidential/sensitive or any other restricted information provided/acquired by PSCA during the period of our contract period shall be solely used for the intended purpose only. The undersigned contractor shall be under obligation not to share any confidential data or such data/information prohibited by PSCA with any person/ kinsman during or after the completion/termination of my contract agreement/assignment.
2. If there is a requirement for sharing of any information/data etc., related to PSCA with any other person, authority, department, entity or public or private institution, company etc., the undersigned contractor shall not share any information/data without prior permission from the competent authority of PSCA, for such purpose.
3. In case of any breach related to non-disclosure of data, undersigned contractor shall be bound to accept the responsibility and to pay any damages/loss determined by Chief Operating Officer of PSCA or any other penalty imposed by PSCA. Moreover, PSCA reserves the right to initiate any legal proceedings against the undersigned before the Court of Competent Jurisdiction and in such case the undersigned shall bear all the expenditures borne by the PSCA in relation to the Court proceedings.
4. The above undertaking is correct and true to the best of my knowledge and belief. We have read and understood the above contents and accepted/signed the same without any duress, undue influence or pressure, coercion and with my free consent.

Signatures _____ Name _____

DOCUMENT CHECKLIST

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

SR. #	DOCUMENTS REQUIRED	ATTACHED
TECHNICAL PROPOSAL		
1.	Bidding Forms	
2.	Legal Status of the bidder (Incorporation Certificate- <i>showing its location and the date of registration etc.</i> -, partnership deed & Form C/D (as applicable) Affidavit and any other valid supporting document in case of sole proprietorship)	
3.	Proof of valid Income Tax Registration (NTN)	
4.	Proof of valid Punjab Sales Tax/ General Sales Tax	
5.	Proof of valid Professional Tax Certificate.	
6.	Bidding Document Fee – Evidence shall be pasted outside of the main envelope, the evidence shall be 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.	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	
10.	The valid authorization letter from the bidder to its representative to attend the bid opening meeting on bidder's behalf and original identity card or any other legal proof of the bidder/representative.	
11.	Proof of Relevant Experience	
12.	Undertaking for Non-Disclosure of Information	
13.	All other supporting Documents as required under Evaluation Criteria.	
FINANCIAL PROPOSAL		
14.	Price Schedule	