

REQUEST FOR PROPOSAL
ONLY TO THE EXTENT OF
PRE-QUALIFIED/ SHORTLISTED BIDDER(S)
FOR
PROCUREMENT OF RESTORATION OF PSCA
CIVIL, OFC, TRAFFIC, IPNV AND POWER
INFRASTRUCTURE, LAHORE
SINGLE STAGE TWO ENVELOPE

Tender No: PSCA/15/4th November, 22

PUNJAB SAFE CITIES AUTHORITY

SUBMISSION DATE: 19TH NOVEMBER, 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/Bidders/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.



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Punjab Safe Cities Authority

Part- I (Section I)

INSTRUCTIONS TO BIDDERS (ITB)

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 [Restore PSCA Civil, OFC, Traffic, IPNV and Power Infrastructure, Lahore](#) as per requirements of PSCA.

2. Eligible Bidders/ Services Providers

- 2.1. This Invitation for Bids is open to only **Pre-Qualified/ Shortlisted Bidder(s)** and the Bidder/Contractor must meet the requirements as described in this bidding Document.
- 2.2. Bidders/Contractor 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/defaulters.
- 2.3. Each Bidders/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/its all bids shall be rejected.
- 2.4. Bidder may not participate through its authorized agent or sub-contractor.
- 2.5. **Joint Venture** is allowed **to only those who already participated in Pre-Qualification as JV**

3. Scope of Services

- 3.1. PSCA intends to [Restore PSCA Civil, OFC, Traffic, IPNV and Power Infrastructure, Lahore \(Section IV\)](#).
- 3.2. Bidders/Contractor shall appoint focal Person for this project to coordinate with Punjab Safe Cities Authority and all relevant departments.
- 3.3. The Bidders/Contractor may visit the site at its own risk and cause if he desired so.

- 3.4. Procuring Agency (PSCA) may call and examine any sample/ brochure/ pamphlet or any other detail (offered goods) at the time of technical evaluation or any time during the period of the contract/ processor procurement.

4. Cost of Bidding

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

B. The Bidding Documents

5. Content of Bidding Documents

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

- a. Instructions to Bidders/Contractor (ITB);
- b. Bid Data Sheet (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 Bidders/Contractor is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or to submit a bid not substantially responsive to the bidding documents in every respect will be at the Service Provide/Bidder's risk and may result in the rejection of its bid.

6. Clarification of Bidding Documents

- 6.1. A Pre-qualified Bidders/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 Pre-qualified Bidders/Contractor, may modify the bidding documents by amendment.
- 7.2. All Pre-qualified Bidders/Contractor that have submitted the bidding documents will be notified of the amendment in writing or by email, and will be bidding on them.
- 7.3. In order to allow Pre-qualified Bidders/Contractor reasonable time to incorporate the amendment (if any) in account to preparing their bids, the PSCA, at its discretion, may extend the deadline for the submission of bids.

C. Preparation of Bids

8. Language of Bid

- 8.1. The bid prepared by the Bidders/Contractor, as well as all correspondence and documents relating to the bid exchanged by the Bidders/Contractor and the PSCA shall be written in English language specified in the Bid Data Sheet. Supporting documents and printed literature furnished by the Bidders/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 Bidders/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 Bidders/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 Bidders/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 Bidders/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 Bidders/Contractor shall fill up the Performa provided in the bidding document as required.
- 11.2. Prices quoted by the Bidders/Contractor shall be fixed during the Bidders/Contractor'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 non-responsive 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 Bidders/Contractor shall furnish, as part of its bid, documents establishing the Bidders/Contractor's eligibility to bid and its qualifications to perform the contract if its bid is accepted.
- 13.2. The documentary evidence of the Bidders/Contractor's eligibility to bid shall establish to the PSCA satisfaction that the Bidders/Contractor, at the time of submission of its bid, is eligible as defined under relevant ITB Clause.
- 13.3. The documentary evidence of the Bidders/Contractor's qualifications to perform the contract if its bid is accepted shall establish to the PSCA satisfaction:
 - (a) That if a Bidders/Contractor is a firm / company or organization has a valid certificate from Government entity in respect of its registration / renewal.

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

14. Conformity to Bidding Documents

14.1. Pursuant to relevant ITB Clause, the Bidders/Contractor shall furnish (*where required*), 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 Bidders/Contractor proposes to supply under the contract.

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

15. Bid Security

15.1. Pursuant to relevant ITB Clause, the Bidders/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 Bidders/Contractors' 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 Bidder(s)/Contractor shall be released after receiving of valid performance guarantee and/or contract signing that must be subject to valid performance guarantee.

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

- (a) Save as clause 20 of ITB below, if a Bidder/Contractor withdraws its bid during the period of bid validity period specified on the Bid Form or do not participate in the process after submitting his bid; or do not response the clarification of the PSCA or do not provide the sample (if required) or in case of corrupt practice; or
- (b) In the case of a successful Bidder(s)/Contractor, if the Bidder(s)/Contractor(s) 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 Bidders/Contractor'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

SINGLE STAGE TWO ENVELOPE

- 17.1. The Bidders/Contractor 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 Bidders/Contractor shall than pack the both envelopes in main envelope with clear name, address of the Bidder & PSCA and tender title.
- 17.2. PSCA will technically evaluate and compare the bids, which have been determined to be substantially responsive, as per Specifications/ sample/ Requirement/ Evaluation criteria.
- 17.3. 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 to this process before any legal forum/court.
- 17.4. 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.

- 17.5. PSCA shall **financially evaluate** bid/ bids and the quoted price shall be inclusive of all prevailing taxes and duties, if otherwise not mentioned.

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 Bidders/Contractor .

E. Opening and Evaluation of Bids

20. Process of Procurement

- 20.1. 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).

21. Opening of Bids by the Punjab Safe Cities Authority

- 21.1. PSCA will open all received 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.
- 21.2. The Contractor/Bidders' names, attachment / missing of requisite bid security and such other details will be announced at the opening time. 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.
- 21.3. 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.

22. Preliminary Examination

22.1. 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.

22.2. 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 Bidders/Contractor .

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

23. Clarification of Bids

23.1. During evaluation of the bids/prior the signing of the contract, PSCA may, at its discretion, ask the Bidders/Contractor for a clarification of its bid or any related documents submitted by him (bidder). The request for clarification and the response shall be in writing, and no change in the prices or substance of the bid shall be sought, offered, accepted or permitted.

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

- a. Request for any technical information deemed essential for the development of the solution design ,proposal or document.
- b. Familiarize themselves with the works/services to be performed in accordance with the Inquiry documents.
- c. Request the locations coordinates and Point of Contact (POC) from the concern office.
- d. Familiarize themselves with the working conditions, applicable laws and regulations, labor conditions, environmental aspects and all other conditions that can affect timely delivery of required service.
- e. Make his own arrangement and inquiries with regards to transportation of own staff and equipment.

- f. Ask to the bidder / Contractor 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.
 - h. Call samples or detail of the goods/ services/ work plane etc. offered by the bidder.
- 23.3. PSCA, at any level prior and after the contract execution may ask for the following Inspections & Tests:
- a. PSCA or its representative shall have the right to assign any team to inspect and/or to test the services to confirm their conformity to the Contract specifications. PSCA shall notify the Bidders/Contractor 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 Bidders/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 or sample matching (if required), PSCA may reject the services, and the Bidders/Contractor shall either replace the rejected services or make alterations necessary to meet specification requirements free of cost to PSCA.
 - d. Any other action may be taken by PSCA to inspect or test.
- 23.4. The Bidders/Contractor to present the proposed solution/methodology (if any) within three (03) days or as and when required after the submission of bid.

24. Qualification & Evaluation of Bids

- 24.1. PSCA will determine to its satisfaction whether the Bidders/Contractor is qualified to perform the contract satisfactorily, in accordance with the Evaluation Criteria prescribed for such procurement/ lot wise (if applicable).
- 24.2. The determination will take into account the Bidders/Contractor's financial, technical, and service capabilities. It will be based upon an examination of the documentary evidence of the Bidders/Contractor's qualifications submitted by the Bidders/Contractor, pursuant to ITB relevant Clause(s), as well as such other

information, as the PSCA deems necessary and appropriate.

24.3. In case any bid has been declared/ announced technically irresponsible/ disqualified by the technically evaluation committee of PSCA, such bidder(s) may submit its/ their grievance to the Grievance Redressal Committee duly notified by PSCA within three(3) days after such announcement of irresponsible/ disqualification.

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

24.5. 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.

24.6. 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 Bidders/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.

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

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

25. Announcement of Evaluation of Bids

25.1. 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.

26. Contacting the Punjab Safe Cities Authority

26.1. No Bidders/Contractor 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 Bidders/Contractor wishes to bring additional information or has grievance to the notice of the Punjab Safe Cities Authority, it shall do so in writing.

26.2. Any effort by a Bidders/Contractor to influence the PSCA during bid evaluation, or bid comparison may result in

the rejection of the Bidders/Contractor's bid and forfeiting of its bid security and its blacklisting.

F. Award of Contract

27. Award Criteria

- 27.1. Subject to relevant ITB Clause, PSCA will award the contract to the successful Contractor/ Bidder(s) 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 Punjab Procurement Rules 2014.
- 27.2. 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.

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

- 28.1. PSCA reserves the right at the time of contract awarding to add/delete/change/review terms and conditions or add / delete any items or scope of services etc. 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.

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

- 29.1. 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)/Bidders/Contractor or any obligation to inform the Bidders/Contractor or bidders the grounds for the rejection of bids.

30. Notification of Award

- 30.1. 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) or any test/ report of the sample/ offered goods etc. (if required). However, such acceptance shall not be termed as a contract or the Contractor(s) / bidder(s) cannot make any claim or consider as a vested right on this ground/ only on the basis of advance acceptance letter.

- 30.2. 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.

31. Signing of Contract

- 32.1. After notifications to the successful Contractor/ Bidder that its bid has been accepted, the successful

bidder/Contractor will send the same notification to 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). The same contract may be registered as per applicable laws and the contractor shall pay any registration fee / charges.

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

33.1. The Contract shall be commenced after its signing subject to confirmation the performance guarantee (if any) from the concern bank if otherwise not provided anywhere.

32. Commencement of the Contract

34.1. PSCA may require from the bidder /Contractor (qualified) for submission of an integrity pact in addition to that appended herewith in these bidding documents, and including the confirmation of its beneficial owners / contractor.

33. Integrity Pact

35.1. Within Seven (07) days or as per requirement of PSCA of the receipt of notification of award from the Punjab Safe Cities Authority, the successful Bidders/Contractor 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

34. Performance Guarantee

performance guarantee. However, such ALOA shall not be declared a Contract or create any right for contract.

35.2. Failure of the successful Bidder / Contractor 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 Bidders/Contractor 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 Bidders/Contractor for signing/ submission of indemnity bond at the time of releasing of performance guarantee to the contractor. In case of any kind of warranted goods/ services/ works provided/ done by the contractor, PSCA shall reserve the rights to hold payment of the contractor to the extent of that warranted goods/ works or services until the warrantee period.

35. Corrupt Fraudulent Practices

or

35.1. PSCA requires that Bidders/Contractor, 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:

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

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

36. Grievance Redressal Committee

36.1. In case any bid has been declared/ announced technically irresponsible/ disqualified by the technically evaluation committee of PSCA, such bidder(s) may submit its/ their grievance to the Grievance Redressal Committee duly notified by PSCA within three(3) days after such announcement of irresponsible/ disqualification. After the expiry of three days as provided herein, **No** grievance shall be entertained on any technical disqualification/ irresponsiveness ground by PSCA. It is also clarified that disqualification of a bidder or any other bidder includes in this clause, e.g. if any bidder intends to challenge the qualification/ responsiveness of any

bidder(s) the limitation remained same as stated here above.

36.2. In case of any dis-satisfaction or objection against the evaluation report (final evaluation report includes financial and technical), the aggrieved Bidders/Contractor may approach to the Grievance Redressed Committee (GRC) that has been notified by the PSCA for the purpose to address the grievance within 10 days after the announcement of the final evaluation (after technical & financial evaluation) report as provided in PPRA Rules 2014 amended.

36.3. .

36.4.

37. Resolution of Disputes

37.1. Punjab Safe Cities Authority (through its COO) and the Bidders/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.

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

38. General Guidelines for the Bidders/ Contractor

38.1. 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.

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

38.3. In no case PSCA shall be responsible for the conduct/ behavior/ action of the Bidders/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. Wherever there is a conflict in any matter (words or figures) in these bidding documents, the provisions/ detail provided herein shall prevail over those..

Introduction
PUNJAB SAFE CITIES AUTHORITY
Name of Project: Restore PSCA Civil, OFC, Traffic, IPNV and Power Infrastructure, Lahore
For clarification purposes, the Employer's address is: PSCA – Qurban Police Lines, Lahore. Phone # : 042-99051605-7 and Email: procurement@psca.gop.pk Requests for clarification 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):
The bidder has to fulfil all mandatory requirements detailed below, in order to Technically Qualify for the assignment. The pre-qualified Bidders/Contractor has to provide documentary evidence(s) against the below mentioned requirements if any of these were not asked or provided by the short-listed/ pre-qualified bidders at the time of pre-qualification:
<ul style="list-style-type: none"> a. Required Bid Document Fee. b. Bid Security attached with Technical Bid/proposal. c. Signed & stamped bidding document and all attachments (all type of appendices & statements). d. Authority Letter from the Bidder Company for authorizing the relevant person to represent the company on Firm letter head along with CNIC copy. e. 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. 1,500,000/-** that is not more than 5% of the estimated cost in accordance with the Punjab Procuring Rules 2014. The Estimated Cost is Rs. **418,265,803/-**.

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: November 19, 2022** no later than **1130 Hours**

Time, Date, and Place for Bid Opening: November 19, 2022 at 1200 Hours PSCA Office. However, in case of said bid opening/ closing date, the office is close 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 pre-qualified / responsive Bidders inclusive of all taxes.

Contract Award

The Bidder/ Pre-qualified bidder whose bid found the Lowest Evaluated Bid as per requirement of these documents, may call 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/number/item increase or decrease and the scope of services may be reviewed as per the requirement of PSCA at the time of signing of contract keeping in view the parameter of applicable laws/rules.

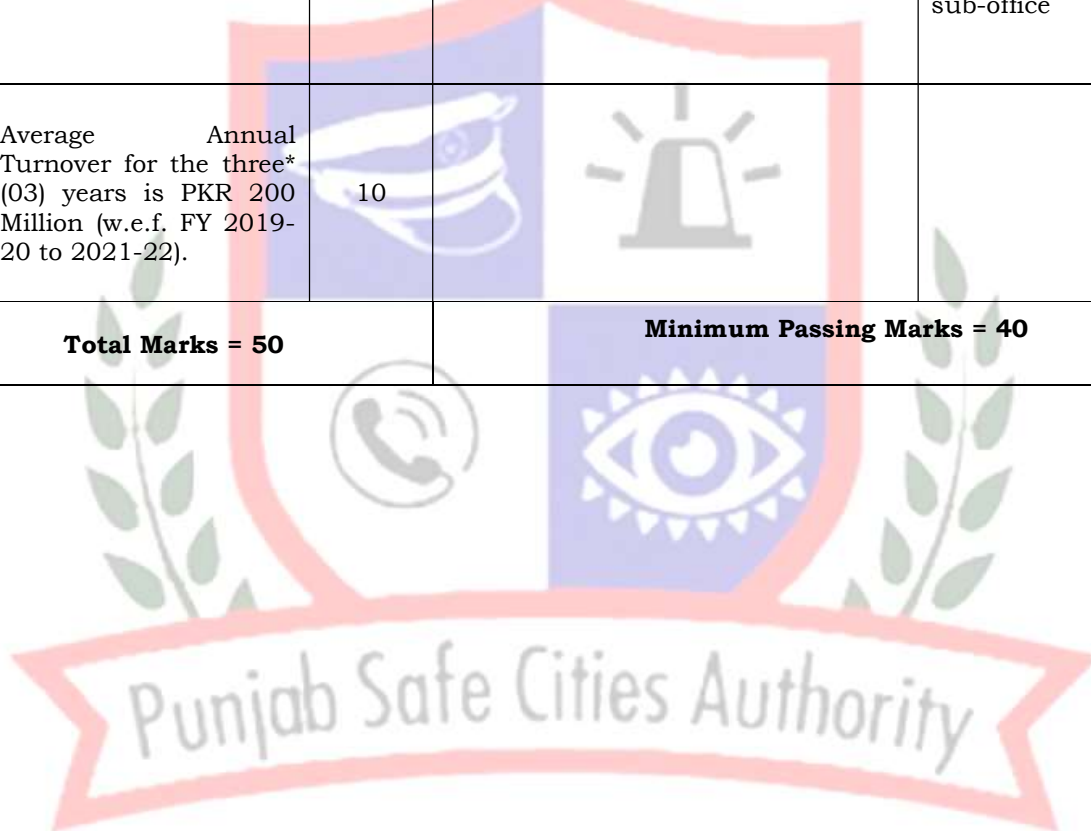
Note:

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 card or any other legal proof of the bidder/representative.
2. PSCA has right to delete / add / review / any terms and condition or item / quantity or scope of work at its own level at any time in accordance with applicable laws.
3. PSCA reserved the rights to call any clarification from the bidder at any stage or ask for Sample, pamphlets or such things at or any time during or after the procurement process.

Section-III

EVALUATION CRITERIA

Sr. #	Description	Max. Marks	Marking Criteria	Documents Required
1.	Work Methodology	30	Risk Management plan= 05 Marks EHS = 05 Marks Project execution plans= 20 Marks	Document showing Risk Management, EHS and project execution plans.
2.	Local Presence	10	Valid Proof of office/sub-office in Lahore.	Deed / Contract agreement of office / sub-office
3.	Average Annual Turnover for the three* (03) years is PKR 200 Million (w.e.f. FY 2019-20 to 2021-22).	10		
Total Marks = 50			Minimum Passing Marks = 40	



Section IV

Scope of Services

Line Items of Civil Work				
1	I-Pole Foundation	Construction of foundation for I-Pole , as per approved drawings, complete in all respects	Each	50
		Repair of I-Pole foundation as per requirement,complete in all respects	Each	25
		Dismantling of existing I-Pole foundation including removal of debris,complete in all respects	Each	50
2	Power Cabinet Foundation	Construction of foundation for power cabinet (Model-03) along with OP as per approved drawings,complete in all respects	Each	5
		Construction of foundation for Power Cabinet (Model-04) along with OP as per approved drawings,complete in all respects	Each	5
		Repair of cabinet foundation as per requirement, complete in all respects	Each	10
3	Signal Control Cabinet	Construction of signal control cabinet foundation as per approved drawing,complete in all respects	Each	5
		Repair of signal control cabinet foundation as per requirement, complete in all respects	Each	10
4	Trench Works	OFC trench works in normal soil including provision and laying of warning tape and reinstatement as per approved cross sections, complete in all respects	M	40,000
		OFC trench works in concrete along the road including provision and laying of warning tape and reinstatement as per approved cross sections, complete in all respects	M	5,000
		OFC trench works in asphalt along the road including provision and laying of warning tape and reinstatement as per approved cross sections, complete in all respects	M	1,500
		OFC trench works in tuff tile including provision and laying of warning tape and reinstatement as per approved cross sections ,complete in all respects	M	10,000
		OFC trench works across the asphalt road including provision and laying of warning tape and reinstatement as per approved cross sections ,complete in all respects	M	2,000
		OFC trench works across the concrete road including provision and laying of warning tape and reinstatement as per approved cross sections ,complete in all respects	M	1,500
		Power Trench works normal soil including providing and laying of warning tape, placing	M	4,000

		of bricks and reinstatement as per approved cross sections, complete in all respects		
		Power Trench works concrete including providing and laying of warning tape, placing of bricks and reinstatement as per approved cross sections, complete in all respects	M	1,500
		Power Trench works asphalt including providing and laying of warning tape, placing of bricks and reinstatement as per approved cross sections, complete in all respects	M	1,500
		Power Trench works in tuff tile including providing and laying of warning tape, placing of bricks and reinstatement as per approved cross sections, complete in all respects	M	1,500
5	Bore	Manual bore (100mm dia) along/across the road, complete in all respects	M	6,000
		Manual bore (200mm dia) along/across the road, complete in all respects	M	2,000
		HDD for 2/3 pipes (63/40 mm)/thrust Bore (100mm dia) across the road, complete in all respects	M	1,000
		HDD for 3 pipes (63 mm)/thrust Bore (200mm dia) across the road, complete in all respects	M	500
6	Bridge/wall Attachment	Providing and fixing galvanized angle iron brackets including omega clamps as per approved drawing, complete in all respects	Each	400
7	Pipes	Providing, laying, cutting, jointing and testing HDPE (High Density Polyethylene) pipe (40mm) working pressure pipe in trenches, complete in all respects	M	167,700
		Providing, laying, cutting, jointing and testing HDPE (High Density Polyethylene) pipe (63mm) working pressure pipe in trenches, complete in all respects	M	7,800
		Providing, laying, cutting and jointing 2" dia. G.I Pipe, 2.9mm thick (11 gauge), complete in all respects	M	12,578
		Providing, laying, cutting and jointing 3" dia. G.I Pipe, 2.9mm thick (11 gauge), complete in all respects	M	390
8	HandHole	Providing and placing precast R.C.C Man-hole as per approved drawing, complete in all respects	Each	10
		Providing and placing precast R.C.C handhole (Type-I) as per approved drawing, complete in all respects	Each	173
		Providing and placing precast R.C.C handhole (Type-II) as per approved drawing, complete in all respects	Each	43
		Providing and placing precast R.C.C handhole (Type-III) as per approved drawing, complete in all respects	Each	17

		Providing and placing precast R.C.C handhole (Type-IV) as per approved drawing,complete in all respects	Each	17
		Providing and placing precast R.C.C Mandhole slab i/c cover as per approved drawing,complete in all respects	Each	10
		Providing and placing precast R.C.C handhole slab i/c cover (Type-I) as per approved drawing,complete in all respects	Each	225
		Providing and placing precast R.C.C handhole slab i/c cover (Type-II) as per approved drawing,complete in all respects	Each	70
		Providing and placing precast R.C.C Man-hole Cover as per approved drawing,complete in all respects	Each	10
		Providing and placing precast R.C.C handhole Cover (Type-I) as per approved drawing,complete in all respects	Each	225
		Providing and placing precast R.C.C handhole Cover (Type-II) as per approved drawing,complete in all respects	Each	75
		Cleaning of Manhole/Handhole as per requirement,complete in all respects	Each	500
		Relocating/shifting of Manhole/handole as per requirement, complete in all respects	Each	100
		Raising level of existing/buried handhole upto the required height, complete in all respects	Each	100
9	OP	Contruction of OP as per approved Drawing, Complete in all respects	Each	250
		Provision & placing OP cover as per approved drawing, complete in all respects	Each	500
		Repair of OP as per requirement,Complete in all respects	Each	500
		Repair of OP cover as per requirement,Complete in all respects	Each	250
		Cleaning of OP and debris removal from site as per requirement,complete in all respects	Each	1,500
10	IPNV Foundation	Construction of concrete foundation for IPNV pole along with OP including concrete casting, conduit provision and finishing, complete in all respects	Each	25
11	Route Marker	Providing and placing precast R.C.C route marker as per approved drawing,complete in all respects	Each	223
12	Concrete	Providing and laying P.C.C (15 cm) wih ratio of (1:2:4),including placing ,compaction and finishing complete in all respects	RM	3,120

Sr. No.	Work Description	Domain	Unit	Quantity
1	P/I of New Traffic Lights (200mm)	Traffic	Each	3
2	P/I of New Traffic Lights (300mm)	Traffic	Each	3
3	P/I of New Pedestrian Lights	Traffic	Each	3
4	P/I of New Traffic Signal Timer	Traffic	Each	15
5	Providing, Installation and Commissioning of Non-UTC Traffic Signal Controller	Traffic	Each	20
6	Repair of I-Pole (Traffic Pole)	Traffic	Pole	45
7	Repair Od Mast-Arm Pole(Traffic)	Traffic	Each	10
8	P/I of New Traffic Pole (I-Pole) 6m	Traffic	Each	2
9	P/I of New Traffic Pole (I-Pole) 5m	Traffic	Each	9
10	P/I of New Pedestrian Pole (I-Pole) 3m	Traffic	Each	2
11	P/I of New Traffic Pole (Mast Arm)	Traffic	Each	2
12	P/I of Adjustable Light Bracket for Mast Arm Poles	Traffic	Each	25
13	Installation of Traffic Pole	Traffic	Each	25
14	Repair of Existing Traffic Signal Countdown Timers	Traffic	Each	20
15	Dismantling of Traffic Pole and Allied Equipment and shifting to warehouse	Traffic	Each	30
16	Dismantling of Cantilever Pole and Allied Equipment and shifting to warehouse	Traffic	Each	12
17	Dismantling of Gantry Pole and Allied Equipment and shifting to warehouse	Traffic	Each	6
18	Dismantling of VMS Pole and Allied Equipment and shifting to warehouse	Traffic	Each	2
19	Dismantling of Cabinets and Allied Equipment and shifting to warehouse	Traffic / IPNV	Each	10
20	Dismantling of Cameras, LEDs, Radars, Hanging Cabinet, Wall mount Camera Site and VVDs (One Pole)	Traffic / IPNV	Each	25
21	Installation of Cantilever Pole, allied equipment and commissioning of Cameras, LEDs, Radars and VVDs.	Traffic	Each	5
22	Installation of Gantry Pole, allied equipment and commissioning of Cameras, LEDs, Radars and VVDs	Traffic	Each	2
23	Installation of VMS Pole, allied equipment and commissioning	Traffic	Each	2
24	Installation of Cabinets, allied equipment and commissioning	Traffic / IPNV	Each	6
25	Repair of RLMS, VMS, JTMS and VMS Cabinets (Signal Controller, Power, and Hanging)	Traffic	Each	10
26	P/L of Signal Cable (4 Core 1.5mm)	Traffic	LM	20000
27	P/L of Power Cable (2 Core)	Electrical	LM	15000

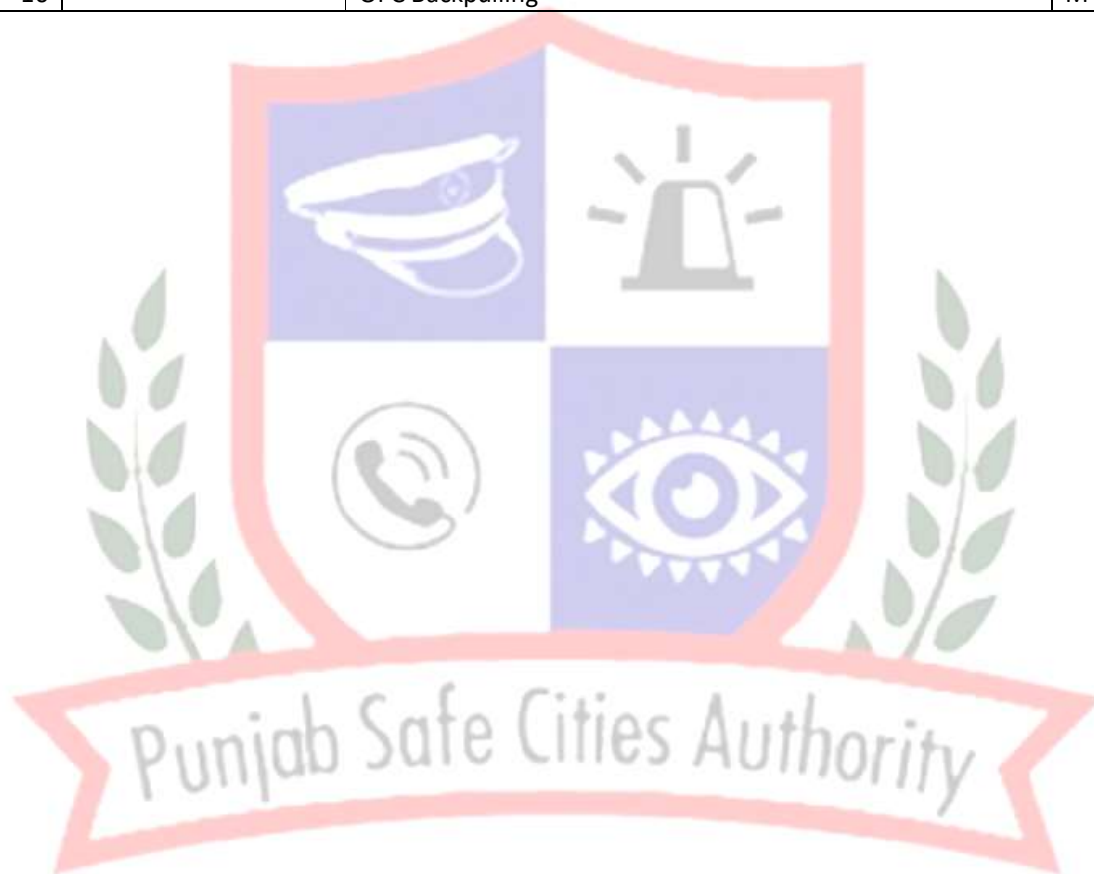
28	P/L of Network Cable with cable connectors (Cat 6 & Cat7)	Network	LM	4000
29	Thermoplastic Paint Lane Marking	Traffic	SQM	500
30	CR Paint for Arrows and Symbols	Traffic	Each	100
31	P/I of Aluminium Road Studs	Traffic	Each	1750
32	P/I of Aluminium Cat Eyes	Traffic	Each	1000
33	P/I of Warning Signs including Foundatons	Traffic	Each	8
34	P/I of Regulatory Signs including Foundatons	Traffic	Each	20
35	P/I of Informatroy Signs including Foundatons	Traffic	Each	8
36	P/I of Aluminium Speed Humps	Traffic	LM	100
37	P/I of Delineators 1.5m Height	Traffic	Each	1750
38	P/I of Delineators 2.5m Height	Traffic	Each	250



Grounding System				
Sr. No.	Description		Units	Quantity
1	Earthing System	Install & Commissioning of earthing system including earth rod, pit, bus bar and all necessary fitting/accessories. Grounding resistance to earth shall be less than 5 ohm	Each	50



Line Items of OFC work				
Sr.	Description		Units	Quantity
1	OFC Works	Provision, Laying and Installation of 16f Cable	M	90000
2		Provision, Laying and Installation of 48f Cable	M	70000
3		Provision, Laying and Installation of 96f Cable	M	45000
4		Provision, Laying and Installation of 04f Cable	M	7000
5		Provision and installation of 16f Madidi Joint box	Each	360
6		Provision and installation of 48f Madidi Joint box	Each	233
7		Provision and installation of 96f Madidi Joint box	Each	150
8		Splicing Trays	Each	300
9		Rodding	M	15000
10		OFC Backpulling	M	15000

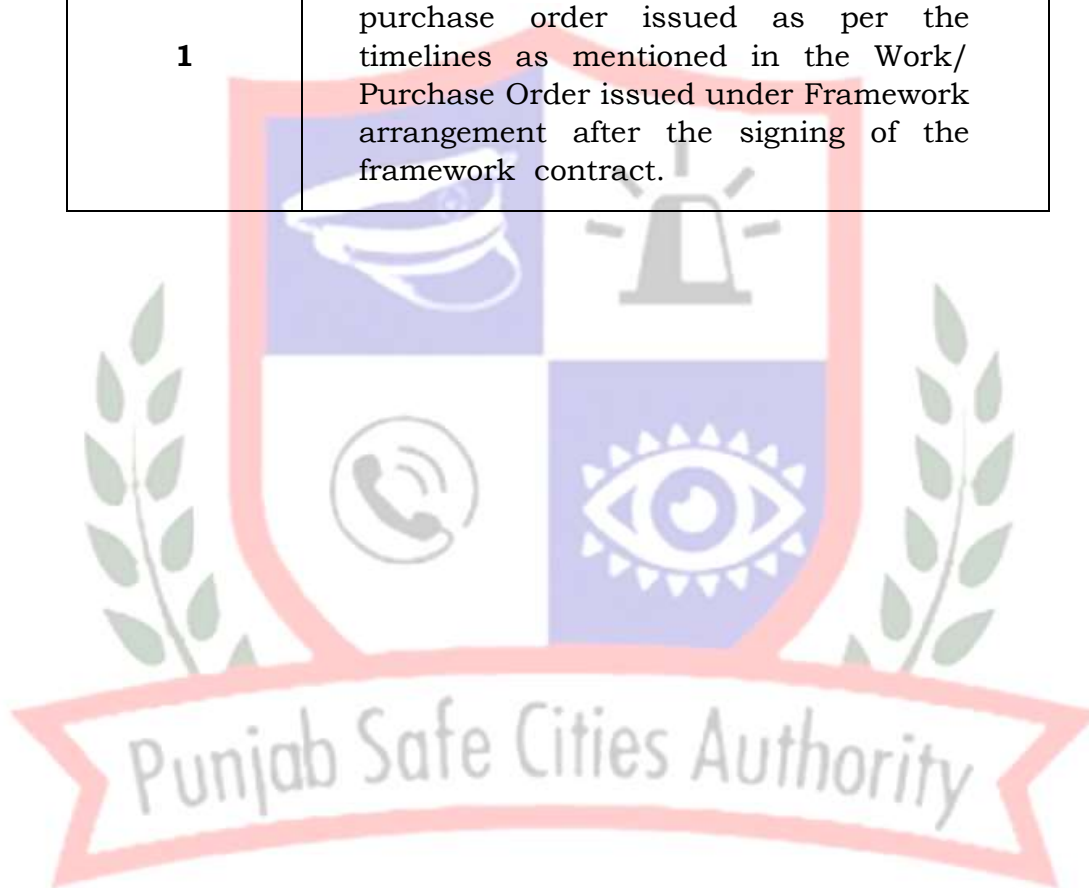


Section-IV

i. SCHEDULE OF REQUIREMENTS

TABLE 1 **DELIVERY SCHEDULE**

Sr. No.	Delivery Time Period
1	The Contractor shall be required to complete the assignment/work order/purchase order issued as per the timelines as mentioned in the Work/Purchase Order issued under Framework arrangement after the signing of the framework contract.



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 to, 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 or upto 03% 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
_____	_____	_____
_____	_____	_____
_____	_____	_____
(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. Further, I affirm on oath that PSCA may call any kind of information
relating to the offered services/ goods (sample in case of goods) and undersigned
shall provide/ install or complete the same as per the satisfaction of PSCA.

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 my / our bid before any court/forum. I/ we /
undersigned shall follow the instructions of PSCA regarding this bidding process
till the completion of this assignment. Moreover, undersigned shall provide the
sample if required by the PSCA at and when required by the PSCA.

All above contents are true and correct 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**Line Items of Civil Work**

Sr. No.	Description	Units	Quantity	Unit Price	Total Price
1	I-Pole Foundation	Construction of foundation for I-Pole , as per approved drawings, complete in all respects	Each	50	
		Repair of I-Pole foundation as per requirement,complete in all respects	Each	25	
		Dismantling of existing I-Pole foundation including removal of debris,complete in all respects	Each	50	
2	Power Cabinet Foundation	Construction of foundation for power cabinet (Model-03) along with OP as per approved drawings,complete in all respects	Each	5	
		Construction of foundation for Power Cabinet (Model-04) along with OP as per approved drawings,complete in all respects	Each	5	
		Repair of cabinet foundation as per requirement, complete in all respects	Each	10	
3	Signal Control Cabinet	Construction of signal control cabinet foundation as per approved drawing,complete in all respects	Each	5	
		Repair of signal control cabinet foundation as per requirement, complete in all respects	Each	10	

4	Trench Works	OFC trench works in normal soil including provision and laying of warning tape and reinstatement as per approved cross sections, complete in all respects	M	40,000		
		OFC trench works in concrete along the road including provision and laying of warning tape and reinstatement as per approved cross sections, complete in all respects	M	5,000		
		OFC trench works in asphalt along the road including provision and laying of warning tape and reinstatement as per approved cross sections, complete in all respects	M	1,500		
		OFC trench works in tuff tile including provision and laying of warning tape and reinstatement as per approved cross sections, complete in all respects	M	10,000		
		OFC trench works across the asphalt road including provision and laying of warning tape and reinstatement as per approved cross sections, complete in all respects	M	2,000		
		OFC trench works across the concrete road including provision and laying of warning tape and reinstatement as per approved cross sections, complete in all respects	M	1,500		
		Power Trench works normal soil including providing and laying of warning tape, placing of bricks and	M	4,000		

		reinstatement as per approved cross sections, complete in all respects				
		Power Trench works concrete including providing and laying of warning tape, placing of bricks and reinstatement as per approved cross sections, complete in all respects	M	1,500		
		Power Trench works asphalt including providing and laying of warning tape, placing of bricks and reinstatement as per approved cross sections, complete in all respects	M	1,500		
		Power Trench works in tuff tile including providing and laying of warning tape, placing of bricks and reinstatement as per approved cross sections, complete in all respects	M	1,500		
5	Bore	Manual bore (100mm dia) along/across the road, complete in all respects	M	6,000		
		Manual bore (200mm dia) along/across the road, complete in all respects	M	2,000		
		HDD for 2/3 pipes (63/40 mm)/thrust Bore (100mm dia) across the road, complete in all respects	M	1,000		
		HDD for 3 pipes (63 mm)/thrust Bore (200mm dia) across the road, complete in all respects	M	500		
6	Bridge/wall Attachment	Providing and fixing galvanized angle iron brackets including omega clamps as per approved	Each	400		

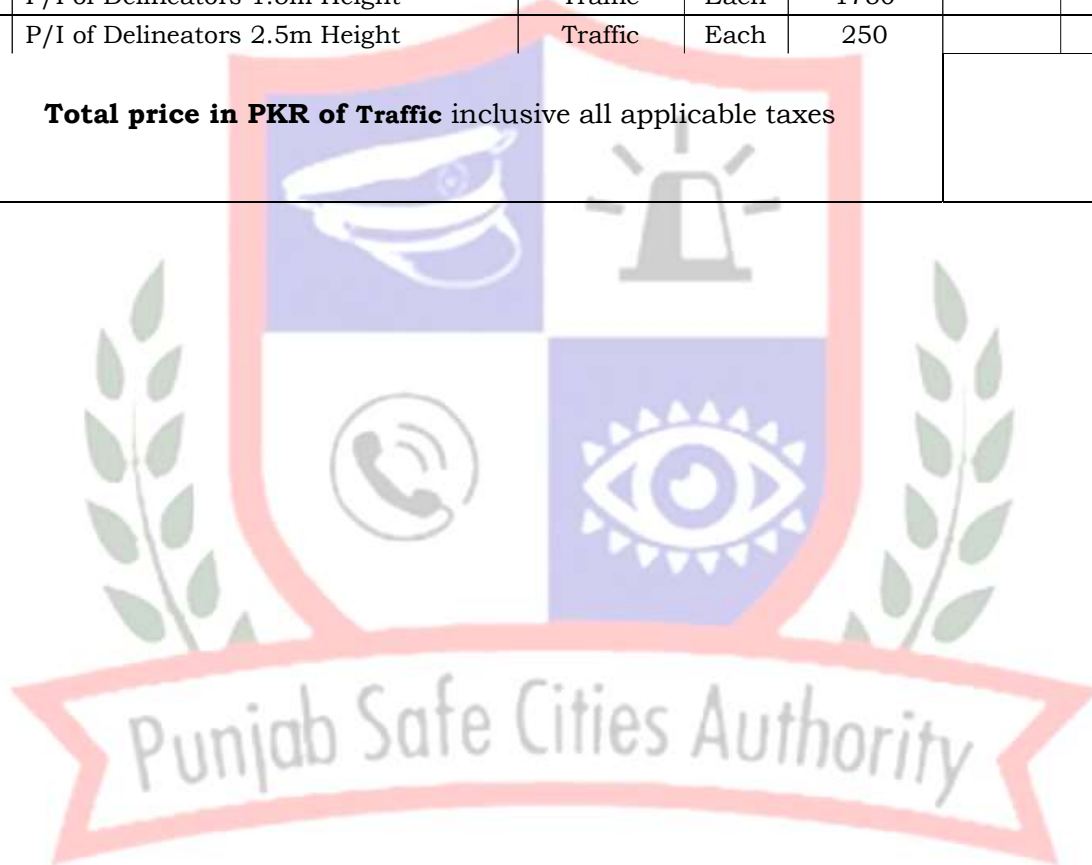
		drawing,complete in all respects				
7	Pipes	Providing, laying, cutting, jointing and testing HDPE (High Density Polyethylene) pipe (40mm) working pressure pipe in trenches, complete in all respects	M	167,700		
		Providing, laying, cutting, jointing and testing HDPE (High Density Polyethylene) pipe (63mm) working pressure pipe in trenches, complete in all respects	M	7,800		
		Providing, laying, cutting and jointing 2" dia. G.I Pipe, 2.9mm thick (11 gauge), complete in all respects	M	12,578		
		Providing, laying, cutting and jointing 3" dia. G.I Pipe, 2.9mm thick (11 gauge), complete in all respects	M	390		
8	HandHole	Providing and placing precast R.C.C Man-hole as per approved drawing,complete in all respects	Each	10		
		Providing and placing precast R.C.C handhole (Type-I) as per approved drawing,complete in all respects	Each	173		
		Providing and placing precast R.C.C handhole (Type-II) as per approved drawing,complete in all respects	Each	43		
		Providing and placing precast R.C.C handhole (Type-III) as per approved drawing,complete in all respects	Each	17		
		Providing and placing precast R.C.C handhole (Type-IV) as	Each	17		

	per approved drawing,complete in all respects				
	Providing and placing precast R.C.C Mandhole slab i/c cover as per approved drawing,complete in all respects	Each	10		
	Providing and placing precast R.C.C handhole slab i/c cover (Type-I) as per approved drawing,complete in all respects	Each	225		
	Providing and placing precast R.C.C handhole slab i/c cover (Type-II) as per approved drawing,complete in all respects	Each	70		
	Providing and placing precast R.C.C Man-hole Cover as per approved drawing,complete in all respects	Each	10		
	Providing and placing precast R.C.C handhole Cover (Type-I) as per approved drawing,complete in all respects	Each	225		
	Providing and placing precast R.C.C handhole Cover (Type-II) as per approved drawing,complete in all respects	Each	75		
	Cleaning of Manhole/Handhole as per requirement,complete in all respects	Each	500		
	Relocating/shifting of Manhole/handole as per requirement, complete in all respects	Each	100		
	Raising level of existing/buried	Each	100		

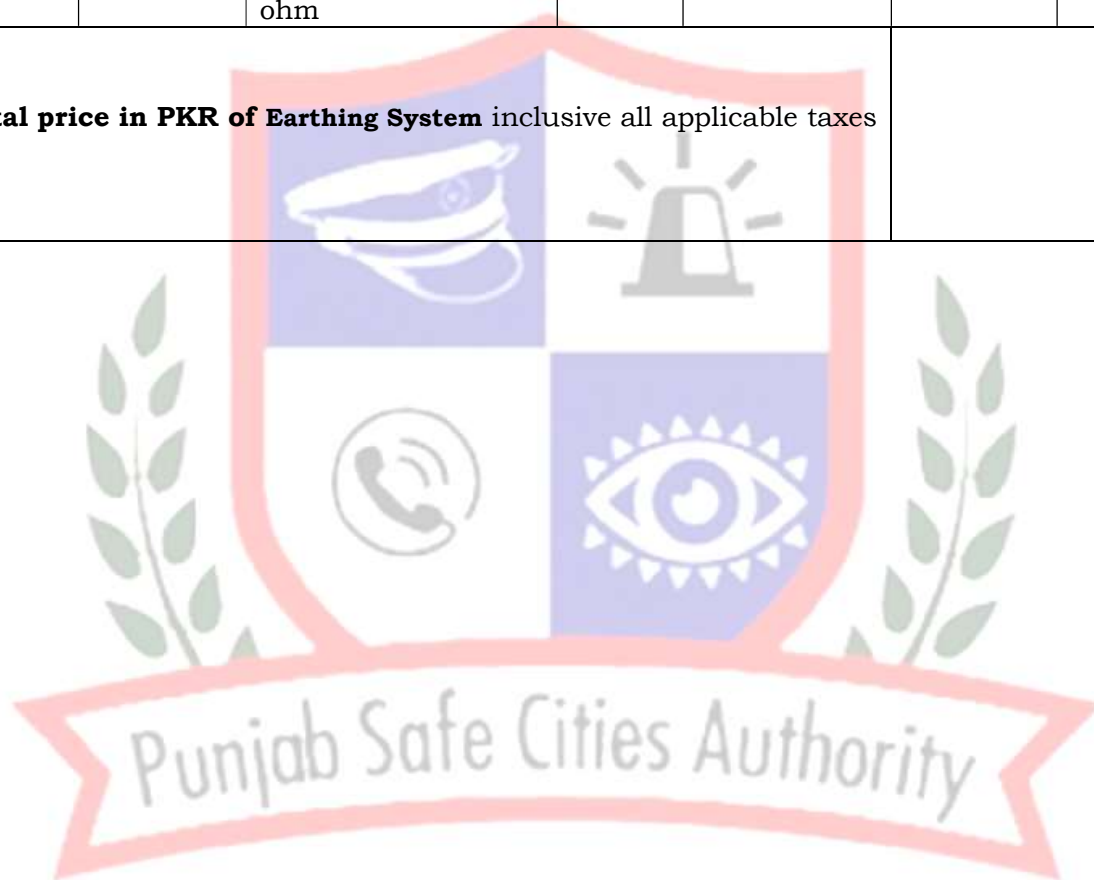
		handhole upto the required height, complete in all respects				
9	OP	Contruction of OP as per approved Drawing, Complete in all respects	Each	250		
		Provision & placing OP cover as per approved drawing, complete in all respects	Each	500		
		Repair of OP as per requirement,Complete in all respects	Each	500		
		Repair of OP cover as per requirement,Complete in all respects	Each	250		
		Cleaning of OP and debris removal from site as per requirement,complete in all respects	Each	1,500		
10	IPNV Foundation	Construction of concrete foundation for IPNV pole along with OP including concrete casting, conduit provision and finishing, complete in all respects	Each	25		
11	Route Marker	Providing and placing precast R.C.C route marker as per approved drawing,complete in all respects	Each	223		
12	Concrete	Providing and laying P.C.C (15 cm) with ratio of (1:2:4),including placing ,compaction and finishing complete in all respects	RM	3,120		
Total price in PKR of Civil Works inclusive all applicable taxes						


TRAFFIC						
Sr. No.	Work Description	Domain	Unit	Quantity	Unit Price	Total Price
1	P/I of New Traffic Lights (200mm)	Traffic	Each	3		
2	P/I of New Traffic Lights (300mm)	Traffic	Each	3		
3	P/I of New Pedestrian Lights	Traffic	Each	3		
4	P/I of New Traffic Signal Timer	Traffic	Each	15		
5	Providing, Installation and Commissioning of Non-UTC Traffic Signal Controller	Traffic	Each	20		
6	Repair of I-Pole (Traffic Pole)	Traffic	Pole	45		
7	Repair Od Mast-Arm Pole(Traffic)	Traffic	Each	10		
8	P/I of New Traffic Pole (I-Pole) 6m	Traffic	Each	2		
9	P/I of New Traffic Pole (I-Pole) 5m	Traffic	Each	9		
10	P/I of New Pedestrian Pole (I-Pole) 3m	Traffic	Each	2		
11	P/I of New Traffic Pole (Mast Arm)	Traffic	Each	2		
12	P/I of Adjustable Light Bracket for Mast Arm Poles	Traffic	Each	25		
13	Installation of Traffic Pole	Traffic	Each	25		
14	Repair of Existing Traffic Signal Countdown Timers	Traffic	Each	20		
15	Dismantling of Traffic Pole and Allied Equipment and shifting to warehouse	Traffic	Each	30		
16	Dismantling of Cantilever Pole and Allied Equipment and shifting to warehouse	Traffic	Each	12		
17	Dismantling of Gantry Pole and Allied Equipment and shifting to warehouse	Traffic	Each	6		
18	Dismantling of VMS Pole and Allied Equipment and shifting to warehouse	Traffic	Each	2		
19	Dismantling of Cabinets and Allied Equipment and shifting to warehouse	Traffic / IPNV	Each	10		
20	Dismantling of Cameras, LEDs, Radars, Hanging Cabinet, Wall mount Camera Site and VVDs (One Pole)	Traffic / IPNV	Each	25		
21	Installation of Cantilever Pole, allied equipment and commissioning of Cameras, LEDs, Radars and VVDs.	Traffic	Each	5		
22	Installation of Gantry Pole, allied equipment and commissioning of Cameras, LEDs, Radars and VVDs	Traffic	Each	2		
23	Installation of VMS Pole, allied equipment and commissioning	Traffic	Each	2		
24	Installation of Cabinets, allied equipment and commissioning	Traffic / IPNV	Each	6		
25	Repair of RLMS, VMS, JTMS and VMS Cabinets (Signal Controller, Power, and Hanging)	Traffic	Each	10		
26	P/L of Signal Cable (4 Core 1.5mm)	Traffic	LM	20000		
27	P/L of Power Cable (2 Core)	Electrical	LM	15000		

28	P/L of Network Cable with cable connectors (Cat 6 & Cat7)	Network	LM	4000		
29	Thermoplastic Paint Lane Marking	Traffic	SQM	500		
30	CR Paint for Arrows and Symbols	Traffic	Each	100		
31	P/I of Aluminium Road Studs	Traffic	Each	1750		
32	P/I of Aluminium Cat Eyes	Traffic	Each	1000		
33	P/I of Warning Signs including Foundatons	Traffic	Each	8		
34	P/I of Regulatory Signs including Foundatons	Traffic	Each	20		
35	P/I of Informatroy Signs including Foundatons	Traffic	Each	8		
36	P/I of Aluminium Speed Humps	Traffic	LM	100		
37	P/I of Delineators 1.5m Height	Traffic	Each	1750		
38	P/I of Delineators 2.5m Height	Traffic	Each	250		
Total price in PKR of Traffic inclusive all applicable taxes						



Earthing System						
Sr. No.	Description		Units	Quantity	Unit Price	Total Price
1	Earthing System	Install & Commissioning of earthing system including earth rod, pit, bus bar and all necessary fitting/accessories. Grounding resistance to earth shall be less than 5 ohm	Each	50		
Total price in PKR of Earthing System inclusive all applicable taxes						



Line Items of OFC work						
Sr.	Description		Units	Quantity	Unit Price	Total Price
1		Provision, Laying and Installation of 16f Cable	M	90000		
2		Provision, Laying and Installation of 48f Cable	M	70000		
3		Provision, Laying and Installation of 96f Cable	M	45000		
4		Provision, Laying and Installation of 04f Cable	M	7000		
5		Provision and installation of 16f Madidi Joint box	Each	360		
6		Provision and installation of 48f Madidi	Each	233		

		Joint box				
7		Provision and installation of 96f Madidi Joint box	Each	150		
8		Splicing Trays	Each	300		
9		Rodding	M	15000		
10		OFC Backpulling	M	15000		
Total price in PKR of OFC Items inclusive all applicable taxes			0			
Total price in PKR of all of the above inclusive all applicable taxes, in words =						
Civil + OFC + Traffic + Earthing						

Note:

- The Bidder/Contractor shall quote for complete required goods/ works or services with installation & commissioning and incomplete bid shall not be considered. A **LUMP-SUM PRICE** shall be calculated to financially evaluate the bid.
- LOWEST EVALUATED BID PRICE (lump-sum) shall be considered.**
- The Bidders/Contractor is required to complete the price schedule carefully and in case of any discrepancy or multiple price, the bid shall not be considered.
- In case of discrepancy between unit price and total, the unit price shall prevail.
- All prices must be included with all prevailing taxes.
- The Payment shall be made as per actual delivery / completed assignments as per work/ purchase order and after the issuance of satisfactory delivery note/certificate and/ or inspection note from the concerned officer of PSCA against each work order. However partial payment may be made in cases where work cannot be complete or stopped for reason(s) beyond the control of the Contractor, subject to the satisfaction of PSCA.
- The Successful Bidder/contractor may claim the Bill after complete delivery of services/ works/ goods against each work/ Purchase order.
- Client/PSCA has the right to change in the quantities of the required item or cancel the bid at any point of time
- The Bidder/Contractor is required to fill-up this Performa and submit to PSCA and sealed it separately in an envelope (lot wise-if applicable). Alternative or other than this Performa or incomplete Performa shall not be acceptable..
- In case other than this Performa used issued by the bidder for financial bid such bid / offers shall not be considered.
- In case of any discrepancies / differences between unit price and total price, the unit price shall prevail and grand total shall be considered according to unit price.
- Note; this offered price shall be valid till the completion of the Contract signed between the parties**

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 Bidders/Contractor] of (hereinafter called “the Contractor”) of the other part:

WHEREAS the PSCA invited bids for the services and viz., [brief description of services] and has accepted a bid by the Bidders/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 Bidders/Contractor
3. The Client hereby covenants to pay the Bidders/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 Bidders/Contractor /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. “Bidders ” means the pre-qualified/ short listed bidder, duly notified by PSCA in pre-qualification process conducted and completed by PSCA for this procurement specifically.
 - 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 Bidders/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 Bidders/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 Bidders/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 Bidders/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.** “
- l.** “Contractor” means a legally established professional firm/ company/ or entity (pre-qualified bidder) 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 Bidders/Contractor in the procurement process or in contract execution to the detriment of the procuring agencies; or misrepresentation of facts in order to influence a procurement process or the execution of a contract, collusive practices among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the procuring agencies of the benefits of free and open competition and any request for, or solicitation of anything of value by any public official in the course of the exercise of his duty. ; it may include any of the following:
- i. Coercive practice by impairing or harming or threatening to impair or harm, directly or indirectly, any party or property of the party to influence the action of the party to

achieve a wrongful gain or to cause a wrongful loss to another party;

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

- 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.
- s.** “Contractor” a person or company that underwrites an insurance risk; the party in an insurance contract undertaking to pay compensation.
- t.** “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.
- u.** “Performance Guarantee” means the bank guarantee or other form of security submitted by the Bidders/Contractor to secure obligations under the contract in accordance with the requirement in the bidding document
- v.** “Province” means Punjab Province.
- w.** “SCC” means the Special Conditions of Contract.
- x.** “Contractor” means a legally established professional firm/ company or entity that may provide/provides the services to the client under the contract
- y.** “Supplier” means a legally established professional firm/ company/ or entity that may provide/provides the goods or services to the client under the contract
- z.** “Services” means the work to be performed by the firm/company or entity pursuant to the contract.
- aa.** “PPRA Rules means the Punjab Procurement Rules 2014 amended to date or any other instructions of the Government relating to the procurement process.
- bb.** “Punjab Safe Cities Authority” means the organization hiring the services/the Employer/Client/PSCA.

cc. “The Project Site,” where applicable, means the place or places named in SCC or directed by the PSCA.

dd. “Working Day” mean day when office is not closed due to any public notified holiday

ee. “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.

2.2 All terms and conditions of the pre-qualification documents formulated, shared and signed by the pre-qualified bidders/ applicants shall be applicable here in this process of procurement and in case of any inconsistency/ difference the terms and conditions provided in these bidding documents/ request for proposals shall prevail (over-riding affect).

3. Scope of Services

3.1. Bidders/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 Bidders/Contractor 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 Bidders/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 Bidders/Contractor s.

6. Transportation

6.1 The Bidders/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 Bidders/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 Bidders/Contractor under the Contract or the payment milestone.

9. Change Orders

9.1 PSCA at any time, by a written order given to the Bidders/Contractor , may make any changes within the general scope of the contract in any one or more

notwithstanding anything contrary to prevailing Laws / Rules.

10.Contract & its Commencements

10.1 No variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

10.2 The contract shall be commenced after verification of the Bank guarantee submitted by the Bidders/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 Bidders/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 PO/WO amount with total cap of 10% of the total value of the respective PO/WO.** Moreover, any penalty may be imposed by PSCA in case of any default by the Bidders/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 Bidders/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 Bidders/Contractor, may terminate this Contract in whole or in part:

- (a) If the Bidders/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 Bidders/Contractor fails to perform any other obligation(s) under the Contract.
- (c) If the Bidders/Contractor, in the judgment of the PSCA has engaged in corrupt or fraudulent practices in competing for or in executing the Contract. For the purpose of this clause: "Corrupt practice" means that defined in PPRA Rules 2014 or Act 2009 amended to date. However, PSCA shall follow the prevailing rules and law in case of termination of the contract, if required.

12.2 In the event 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 Bidders/Contractor. However, the Bidders/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 Bidders/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 Bidders/Contractor and not involving the Contractor's fault or negligence and not foreseeable.

13.3 If a Force Majeure situation arises, the Bidders/Contractor shall promptly notify the PSCA in writing of such condition and the cause thereof. Unless otherwise directed by the PSCA in writing, the Bidders/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 Bidders/Contractor if the Bidders/Contractor becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Bidders/Contractor, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Punjab safe cities authority.

**15. Termination
for
Convenience**

15.1 PSCA, by written notice to the Bidders/Contractor 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 Bidders/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 Bidders/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 duly 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 Bidders/Contractor shall be entirely responsible for all taxes, duties, license fees, etc., incurred until discharging of the contracted services Punjab safe cities authority.

21.Corrupt or Fraudulent Practices

21.1 PSCA requires that Bidders/Contractors, 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) PSCA will bar a firm/company/individual bidders/Bidders/Contractor /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, Bidders/Contractor shall be aware of the provision stated in the General Conditions of Contract.

22.Blacklisting Mechanism

22.1. PSCA may, under the applicable Law (s) for a specified period, debar a Bidders/Contractor from participating in any public procurement process of PSCA, if the bidder or Bidders/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/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 Bidders/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/ completion of Services/ Works)

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

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

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

23.4 in case the contractor fails to satisfy PSCA in respect of delivered goods (as per sample/ specification) or performed

services (as per PSCA/ bidding documents requirement) or completion of works PSCA (as per scope of works) shall impose penalty that may be up till 10% of the total value of the contract to the contractor in addition to Late Delivery/ Liquidated Damages mentioned above.



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

- 35.3. The amount of performance security, i.e. **(Which shall be upto 3% of the total value of the contract)** 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). 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. In case of any kind of warranted goods/ services/ works provided/ done by the contractor, PSCA shall reserve the rights to call guarantee in shape of CDR/ bankers claue or bank guarantee etc. to the extent of such warranted goods/ works or services until the warrantee period from the contractor if the performance guarantee has been released or need to be returned.

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

PSCA shall require the Tests and FAT of the equipment / material Mentioned in the scope of work.

- FAT one time shall be required for items such as OFC for each cable core and power cable (2mm and 4mm)etc, for same manufacturer.

- PSCA shall require, test related to Works such as but not limited to Gradation/Sieve Analysis Test, Specific Gravity and Water Absorption Test, Fineness Modulus Test, Compressive Strength Test, Slump Test, Yield Strength Test, Ultimate Strength Test, Bending Test, % Elongation Test, Water Absorption Test, Modified Proctor's Test, Strength Tests etc. , at the cost of 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 Bidders/Contractor as per procurement procedure/PPRA Rules 2014 (amended).

4. Payment Mechanism:

The contractor shall be paid by PSCA against each invoice for the works completed/ goods delivered satisfactorily by the contractor under framework arrangement.

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

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

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 Bidders/Contractor as per applicable laws.

5. Termination

PSCA has the right to scrape the procurement process at any stage before the signing of the contract or to terminate the contract as per 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 Bidders/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 such 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 Bidders/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 Bidders/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 Bidders/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]

**Joint Venture/ Consortium Agreement
(Applicable to Joint Venture/Consortium Only)**

Annex-I

**(Shall be a Formal Joint Venture/Consortium agreement on a Stamp Paper
of value PKR 1,200)**

To: Punjab Safe Cities Authority, Lahore

[Name and address of the Leading Member firm] who for the purpose of this Agreement shall hereinafter called "Lead Member"

[Name and address of the all Member firms]

Who, for the purpose of this Agreement shall hereinafter called "Member". They hereby declare:

- i. That we (all Consortium/JV partners) will legalize a Consortium/JV in case the Contract is awarded to their JV
- ii. That all Consortium/JV partners have nominated _____ (name of the Lead member) as the Lead Member of the Joint Venture.
- iii. That all Consortium/JV partners authorized Mr. /Ms. (Name of the person who is authorized to act as the Representative on behalf of the Joint Venture) to act as the Consortium/Joint Venture's Representative in the name and on the behalf of all Joint Venture partners.
- iv. That all members of the Consortium/Joint Venture shall be liable jointly and severally for the execution of the Contract or any other assignment or project related work/ services or consequences of any such action of the lead partner.
- v. That this Consortium/Joint Venture is constituted for the project titled "Restoration of PSCA's Civil, OFC, Traffic, IPNV and Power Infrastructure".
- vi. That after submitting of this application (through Consortium/JV) for pre-qualification in said project/procurement of this Joint Venture/Consortium shall not be modified in its composition or constitution until the completion of Contract without the prior consent of the Employer/PSCA.
- vii. The Consortium/JV (all partners) are under obligation, undertake and acknowledged that in case of any wrong entry or providing false intimation or forged document all the Consortium/JV partners shall be blacklisted or any other legal action may be initiated against them (all Consortium/JV partners) by the PSCA

1. Signed for and on behalf of [Name of the Lead Member]

Signature _____

Name _____

Designation: _____

Date _____

Seal _____

2. Signed for and on behalf of [Name of the Member]

Signature _____

Name _____

Designation: _____

Date _____

Seal _____

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 Bidders/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 Bidders/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 Bidders/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 _____

(INTEGRITY PACT)

Beneficial Owner

Contract No: _____ **Dated:** _____

Contract Value: _____

Contract Title: _____

[Name of Contractor] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Pakistan/ Punjab (GoP) or any administrative subdivision or agency thereof or any other entity owned or controlled by GoP through any corrupt business practice.

Without limiting the generality of the foregoing, [name of Contractor] represents and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan / Punjab either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever from GoP, except that which has been expressly declared pursuant hereto.

[Name of Contractor] certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with GoP and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

[Name of Contractor] accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other rights and remedies available to GoP under any law, contract or other instrument, be voidable at the option of GoP.

[Name of Contractor] confirm and solemn on oath that I/ we have never been a part of any business with procuring agency other than as a contractor accordingly and I /we are the original benefited owner for this contract . I / we affirm that no other sleeping or unidentified person within or outside the procuring agency is / are the beneficiary for this procurement / Contract.

Notwithstanding any rights and remedies exercised by GoP in this regard, [name of Contractor] agrees to indemnify GoP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoP in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by [name of Contractor] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever from GoP.

Name of Buyer:

Name of Seller/Contractor:

Signature:

Signature:

[Seal]

[Seal]



DOCUMENT CHECKLIST

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

SR. #	DOCUMENTS REQUIRED	ATTACHED
TECHNICAL PROPOSAL		
1.	Required Bid Document Fee.	
2.	Bid Security attached with Technical Bid/proposal.	
3.	Signed & stamped bidding document and all attachments (all type of appendices & statements).	
4.	Authority Letter from the Bidder Company for authorizing the relevant person to represent the company on Firm letter head along with CNIC copy.	
5.	Authority Letter from the Bidder Company for authorizing the relevant person to represent the company on Firm letter head along with CNIC copy	
6.	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.	
7.	All other supporting Documents as required under Evaluation Criteria.	
FINANCIAL PROPOSAL		
8	Price Schedule	

Note; this Check list is made only for the use of bidder to check/ confirm its/ their documents attachment, which is not the part of the bidding documents. In case of any conflict between check list and bidding documents the words or figures/ statement given in bidding documents shall prevail.

Punjab Safe Cities Authority