



**BIDDING DOCUMENTS  
FOR**

**INSTALLATION & COMMISSIONING OF LTE-A SITES**

**Tender No: PSCA/29/07<sup>th</sup> April, 2023**

**PUNJAB SAFE CITIES AUTHORITY**

**Date: April 07, 2023**

## **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.



# INVITATION FOR BIDS



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

## INSTALLATION & COMMISSIONING OF LTE-A SITES

Interested eligible bidders can obtain detailed Bidding Documents which are available in the office of PSCA by depositing tender fee of **Rs. 5000/- (non-refundable)** in favor of "Chief Operating Officer Punjab Safe Cities Authority", Account# PK07BPUN6580045845500064 (Bank of Punjab) having NTN: 7129125-0 and may also be downloaded from the website of Punjab Safe Cities Authority ([www.pscas.gop.pk](http://www.pscas.gop.pk)) & PPRA ([www.ppra.punjab.gov.pk](http://www.ppra.punjab.gov.pk)).

Sealed and completed bids in accordance with the requirement of the Bidding Documents must be reached in this office on or before **PST 1100** hours on **May 03, 2023** which **shall be opened on the same date** in the presence of bidder's representative (who chose to attend) at **PST 1130** hours in the office of PSCA.

For obtaining any further information or clarifications, please feel free to contact at [procurement@pscas.gop.pk](mailto:procurement@pscas.gop.pk)

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

**Punjab Safe Cities Authority**  
The Future of Punjab Police  
📍 PPIC3 Centre Qurban Police Line Lahore, Pakistan

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

### **INSTRUCTIONS TO BIDDERS (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 hire service provider/contractor for Installation & Commissioning of LTE-A Sites as per requirements of PSCA.

#### **2. Eligible Bidders/ Services Providers**

- 2.1. This Invitation for Bids is open to all Bidder(s)/ Contractor except as provided hereinafter and the Bidder/Contractor must meet the requirements as described in this Bidding Documents.
- 2.2. Bidders shall be registered in the **Pakistan Engineering Council** (PEC) in the appropriate category relevant to the value of the Works.
- 2.3. Government-owned enterprises/entities may participate only if they are legally and financially authorized for that purpose.
- 2.4. Bidders/Contractor shall not be under a declaration of blacklisting by any Government department or Punjab Procurement Regulatory Authority (or any PPRA) or Courts/ Forum or involved in any corrupt practice or facing such case anywhere or declared bankrupt/ defaulter.
- 2.5. 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.
- 2.6. Bidder shall not participate through its authorized agent or sub-contractor.
- 2.7. **Joint Venture is allowed** as in case of a Joint Venture (JV)/ Consortium:
- 2.8. At least one of the partners of joint venture shall satisfy the relevant experience criteria specified in relevant clauses herein these Bidding Documents.
- 2.8.1. All partners to the Consortium/JV shall be jointly and severally liable; and

2.8.2. Consortium/JV partner must be represented by its Lead Partner and such representative/lead partner must be authorized from all the partners in writing/duly stamped.

2.8.3. All firms comprising the joint venture shall be legally constituted and shall meet the eligibility requirement provided in these documents.

2.8.4. The lead partner shall be responsible to provide all authorization documents/evidence on behalf of all JV partners such as Consortium/JV signatory authorization or legal status of all JV partners. It is proposed that the Consortium/JV should have valid NTN/registration in FBR for the purpose of withholding taxes of Consortium/JV.

2.8.5. A copy of the agreement entered into by the joint venture partners shall be submitted with the bid stating the conditions under which it will function, its period of duration, the persons authorized to represent and obligate it and which persons will be directly responsible for due performance of the Contract and can give valid receipts on behalf of the joint venture, the proportionate participation of the several firms forming the joint venture, and any other information necessary to permit a full appraisal of its functioning.

2.8.6. No amendments / modifications whatsoever in the joint venture agreement shall be agreed to between the joint venture partners without prior written consent and approval in writing of the Employer/ PSCA.

2.8.7. The Foreign Applicant/bidder is entitled only in a Consortium/JV arrangement with a domestic partner, in accordance with applicable laws.

2.8.8. All Foreign or local applicant/ bidder of JV shall be registered in an eligible country.

2.8.9. A Foreign applicant/bidder of JV shall be deemed to be registered in Pakistan.

2.8.10. Bid submitted by a consortium/ Joint Venture (JV) shall include the Joint Venture Agreement (on Stamp paper of amounting PKRs. 1,200) entered into by all partners. Any member of the JV shall not be allowed to withdraw itself from JV/Consortium

or shall not be excluded by the other members/Lead Partner etc. after submitting the application and if it is essential to replace any partner of JV/ Consortium it shall only could be done with the prior approval of the PSCA on solid reasons and justifications and in such eventuality the partner shall be replaced with the same range/profile company/partner or higher of the member to be replaced but in no case lower to that.

- 2.8.11. In case the bid filed through JV/ Consortium, if JV/ Consortium (any partner of JV/ Consortium) indulged in fraudulent practice or attempt to such fraudulent practice all JV partners/Consortium shall be blacklisted/debarred.
- 2.8.12. In case any partner of JV has been debarred/ blacklisted by any Procuring Agency than the application of such JV shall be rejected whether it is at any stage and such debarment shall equally be applicable in case of each partner.
- 2.8.13. Specific technical experience/ past performance of JV partners or its key staff cannot be aggregated to fulfil minimum qualification requirement e.g. if it is required that the applicant must have past experience of business/establishment for 10 years, the JV partners shall not be allowed to combine the partners' experience of (7) year for one firm (JV partner) and (3) year of second firm (JV partner), with a view to reaching the total 10-year experience.

### **3. Cost of Bidding**

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

### **4. Scope of**

- 4.1. PSCA intends to hire service provider/contractor for Installation & Commissioning of LTE-A Sites **(Section IV).**
- 4.2. Bidders/Contractor shall appoint focal Person for this project to coordinate with Punjab Safe Cities Authority and all relevant departments.

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

## 5. Cost of Bidding

5.1. 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

### 6. Content of Bidding Documents

6.1. 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. General Conditions of Contract (GCC);
- l. Special Conditions of Contract (SCC);
- m. Specific Works Data/ Work to be Performed by Subcontractors (if applicable)
- n. Proposed Programme of Works/ Scope of Work
- o. Deviations from Technical Provisions (if any)
- p. Deviations from Contractual Conditions
- q. Method of Performing Works
- r. Proposed Organization
- s. Integrity Pact
- t. Schedule of Prices
- u. Standard Forms
- v. Forms include the following:
- w. (i) Form of Bid Security
- x. (ii) Form of Contract Agreement
- y. (iii) Form of Performance Security
- z. (iv) Form of Bank Guarantee
- aa. Drawings

6.2. 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 Bidder's risk and may result in the rejection of its bid.

## 7. Clarification of Bidding Documents

- 7.1. A prospective Bidders/Contractor requiring any clarification about Bidding Documents he/ it may notify the PSCA in writing or by email at the Punjab Safe Cities Authority's address within seven (07) calendar days before the closing date and time of the bids or as per decision of PSCA on the following address or E-mail:  
**Address:** Punjab Safe Cities Authority,  
 Qurban Lines, Jail, road, Lahore  
**Email:** [procurement@psca.gop.pk](mailto:procurement@psca.gop.pk)
- 7.2. Pre-bid meeting may be called by the PSCA at its own or to clarify the Bidding Documents. Nevertheless, it is the sole discretion of the PSCA, which cannot be claimed by any bidder /Contractor as a vested right.

## 8. Amendment of Bidding Documents

- 8.1. At any time prior to the deadline for submission of bids, PSCA, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidders/Contractor, may modify the Bidding Documents by amendment/ corrigendum.
- 8.2. All prospective Bidders/Contractor that have submitted the Bidding Documents will be notified of the amendment in writing or by email, and such amendments will be bidding on them.
- 8.3. Any addendum thus issued shall be the part of the Bidding Documents pursuant to Sub-Clause 7.1 hereof, and shall be communicated in writing to all purchasers of the Bidding/ uploaded on the website of PSCA. The bidder shall also confirm in the Form of Bid that the information contained in such addenda have been considered in preparing his/ its bids.
- 8.4. In order to allow prospective 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

### 9. Language of Bid

- 9.1. 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.

9.2. 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 shall be prevailed.

**10. Documents Comprising the Bid**

10.1. 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 Clauses that the services to be supplied by the Bidders/Contractor are conform to the Bidding Documents;
- (d) Bid security furnished in accordance with relevant ITB Clause or any other information required by PSCA;
- (e) Schedule of Prices completed in accordance with relevant Clauses;
- (f) Power of Attorney in accordance with relevant Clause;
- (g) Joint Venture Agreement (if applicable);
- (h) Documentary evidence established in accordance with relevant Clauses that the Goods and ancillary Services to be supplied by the bidder are eligible Goods and Services and conform to the Bidding Documents;
- (i) Any other documents prescribed in Particular Conditions of Contract or Technical Provisions to be submitted with the bid.

**11. Bid Form**

11.1. 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.

**12. Bid Prices**

11.1. The Bidders/Contractor shall fill up the Performance provided in the Bidding Documents 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.

11.3. For Goods of foreign origin;

In preparing their bids, the bidders, whether local or foreign, shall enter in the Schedule of Prices ex-factory price for indigenously manufactured products and CIF price as well as customs duty and sales tax and other import charges for products to be imported from outside Pakistan.

11.4 The bidder shall fill up the Schedule of Prices attached to these documents indicating the unit rates and cost of the Works to be performed under the Contract. Prices on the Schedule of Prices shall be entered keeping in view the instructions contained in the Preamble to the Schedule of Prices/ bidding documents.

11.5 The bidder shall fill in rates and prices for all items of the Works described in the Schedule of Prices. Items against which no rate or price is entered by a bidder will not be paid for by the Employer/ PSCA when executed and shall be deemed covered by rates and prices for other items in the Schedule of Prices.

11.6 The bidder's separation of price components in accordance with above clause, will be solely for the purpose of facilitating the comparison of bids by the Employer/PSCA and will not in any way limit its right to contract on any of the terms offered.

11.7 Unless otherwise stipulated in the Conditions of Contract, prices quoted by the bidder shall remain fixed during the bidder's performance of the Contract and not subject to variation on any account. When the bidders are required to quote only fixed price(s) / lump sum a bid submitted with an adjustable price quotation will be

treated as non-responsive and rejected, pursuant to relevant Clause.

11.8 The tenderer shall fill up the bid schedule. And, In case tenders are called on item rate basis, the tenderer shall quote his own unit rate in the bid schedule on which he is willing to undertake each item of work.

(i) The tenderer shall work out the amount against each item of work in the bid schedule and will indicate the total amount of his tender on which he is willing to complete the works. The total amount worked out in the bid schedule shall be entered by the tenderer in his tender as his tender price for the work in case of discrepancy between amounts in figures and in words the amount in words shall prevail.

(ii) Should any discrepancy be found in the amount of pay items or if a column of amount is found blank after filling in a unit rate, the unit rate filled by the tenderer will be extended in working out of the amount of the tender and the total amount of the bid schedule will be adjusted accordingly.

(iii) If a unit rate is left blank, but the amount against the item is filled, the unit rate will be worked out on the basis of the amount divided by the quantity of the item shown in the bid schedule

(iv) If it is found that the tenderer has not entered any unit rate and amount against any of the pay items of the bid schedule, PSCA shall fill in the blanks by noting the word "Nil" in such blanks at the time of opening of the tender. Such pay items shall be deemed to be covered by the rates of other items

11.9 The tenderer shall fill in the tender documents in ink Errors, if any, shall be scored out and corrections rewritten legibly and attested by the tenderer. Any addition or alteration made after filling the form shall be duly attested by the tenderer. Noncompliance of this condition shall render the tender liable to rejection. Any tender with unattested correction shall be attested by the tenderer in the presence of other tenderers at the time of opening of the tender except that no correction shall be permissible in the rate or amount of the bid schedule or in the tendered price after the opening of the tender.

11.10 The quantities mentioned in the bid schedule are estimated quantities, to be used for preparing tenders, and the Procuring agency does not expressly nor by implication agree that the actual amount of works to be performed will correspond therewith. No payment will be made on account of anticipated profits for work covered by the contract which is not performed, nor will any adjustment in the unit rates set forth in the bid schedule be made because of an increase or decrease in the actual quantities from the estimated quantities indicated therein except provided hereunder.

11.11 To assist in the examination, evaluation and comparison of tenders, the Procuring Agency may ask tenderers individually for clarification of their tenders, including breakdowns of unit rates. The request for clarification and the response shall be in writing or by e-mail/cable, but no change in the price or substance of the tender shall be sought, offered or permitted except as required to confirm the correction of arithmetical errors discovered by the PSCA during the evaluation of the tender.

11.12 In case the total tendered amount is less than 5% of the approved estimated (DNIT) amount, the lowest bidder will have to deposit additional performance security (APS) from the Scheduled Bank ranging from 5% to 10% as per average, such as 5% APS in case the quoted bid is 5% lower to estimate cost to 10% APS in case the quoted bid is 10% lower than estimate cost or between the said figures what so the average is, within 15 days of issuance of notice or within expiry period of bid, whichever is earlier. However, the bid that is more than 10% lower from the estimated cost shall not be consider and rejected.

### **13. Bid Currencies**

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

### **14. 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;
- (d) That in the case of a bidder offering to supply Goods under the Contract which the bidder did not manufacture or otherwise produce, the bidder has been duly authorized by the Goods manufacturer or producer to supply the Goods to Pakistan;
- (e) The Employer/PSCA will have the right to verify the particulars regarding the plant and other related information furnished with the bid and the joint venture as well as the partners thereof shall be liable for disqualification in the event of any mis-statement/mis-representation on their part.

## 15. Conformity to Bidding Documents

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

- 15.2. Documentary evidence of the eligibility of the Services Provider in form of literature, letter, work plan, scope of work etc.
- 15.3. Complete set of technical information, description data, literature and drawings as required in accordance with Schedule of requirement(s), Specific Works Data. This will include but not be limited to the following:

- (i) A sufficient number of drawings, photographs, catalogues, illustrations and such other information as is necessary to illustrate clearly the significant characteristics such as general construction dimensions and other relevant information about the Goods to be furnished;

- (ii) Details of equipment and machinery with capacity and team of the contractor/bidder;
- (iii) Any other information which is required for evaluation purposes.

## 16. Bid Security

- 16.1. 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.
- 16.2. The bid security shall be in Pak. Rupees as per bid data sheet or as required by PSCA.
- 16.3. 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 PPR-2014 (amended). The bid security of successful Bidder(s)/Contractor shall be released after receiving of valid performance guarantee/ its validation from the concerned bank and/or contract signing.
- 16.4. 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 in case of its/ his involvement in any 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 against the conditions of knock out clause / basic requirement of the bid submitting/ eligible criteria or in case of any false information or submission a fake documents or in case of any illegal / fraudulent practice.

**17. Period of Validity of Bids**

17.1. 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 and the bid security of such bidder shall be forfeited.

17.2. In exceptional circumstances, the PSCA may solicit the Bidders/Contractor's consent to an extension of the period of validity as provided in PPR-2014 amended time to time.

**D. Submission of Bids****18. Sealing/ Signing & Marking of Bids**

18.1. 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 than pack the both envelopes in main envelope with clear name, address of the Bidder & PSCA and tender title.

18.2. The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign (in the case of copies, Photostats are also acceptable). This shall be indicated by submitting a written Power of Attorney authorizing the signatory of the bidder to act for and on behalf of the bidder. All pages of the bid shall be initialed and stamped by the person or persons signing the bid.

18.3. The bid shall contain no alterations, omissions or additions, except to comply with instructions issued by the Employer/ PSCA, or as are necessary to correct errors made by the bidder, in which case such corrections shall be initialed by the person or persons signing the bid.

18.4. Bidders shall indicate in the space provided in the Form of Bid their full and proper addresses at which notices may be legally served on them and to which all correspondence in connection with their bids and the Contract is to be sent.

18.5. In case of bid being submitted by a JV, the name of all JV partners shall be listed/ written on the outer envelope as well as all other places of the bid.

**19. Deadline for Submission of Bids**

19.1. Bids shall be received to PSCA at the address specified in these documents within the prescribed time, place and date specified in the Tender.

19.2. PSCA may, at its discretion, extend this deadline for the submission of bids by amending the Bidding Documents in accordance with applicable laws.

19.3. Bids submitted through telegraph, telex, fax or e-mail shall not be considered.

## 20. Late Bids

20.1. 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.

20.2. Delays in the mail, delays of person in transit, or delivery of a bid to the wrong office shall not be accepted as an excuse for failure to deliver a bid at the proper place and time. It shall be the bidder's responsibility to determine the manner in which timely delivery of his bid will be accomplished.

## 21. Modification, Substitution and Withdrawal of Bids

21.1. The Bidders/Contractor may modify, substitute or withdraw its bid after the bid's submission, provided that written notice of such withdrawal should receive in the office of PSCA prior to (2) two days of the deadline prescribed for submission of bids.

21.2. The Bidders/Contractor's withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of said ITB Clauses. A withdrawal notice may also be sent by email, but followed by a signed confirmation copy, postmarked no later than the (2) two days prior to deadline for submission of bids (That request/mail shall reach in PSCA within – in office hours- before the day stated above).

21.3. The modification, substitution or notice for withdrawal of any bid shall be prepared, sealed, marked and delivered in accordance with the provisions of Clause provided herein with the outer and inner envelopes additionally marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL", as appropriate.

## E. Opening and Evaluation of Bids

## 22. Process of Procurement

of 1.1. 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) "PPR-2014".

### **23. Opening of Bids by the Punjab Safe Cities Authority**

- 1.2. PSCA through its bid opening committee (BOC) duly notified will open all bids in the presence of Contractor/bidders' representatives who choose to attend, at the time, on the date, and at the place specified in the Bid Data Sheet. The Contractor/bidders' representatives with authorization letter and Original Identity Card who are present shall sign an attendance sheet evidencing their presence.
- 1.3. The Contractor/Bidders' names, bid modifications or withdrawals, 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.
- 1.4. 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 or void by any law.

### **24. Preliminary Examination**

- 1.5. PSCA will preliminary examine the received bids/ lot wise (if applicable) to determine whether it/ 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.
- 1.6. PSCA (Competent Authority i.e., Managing Director) 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 or resulted to change the substance of the bidding process.
- 1.7. At the stage of preliminary examination (after opening of the bids) no bid shall be returned or rejected except stated above.

### **25. Clarification of Bids**

- 25.1. During evaluation of the bids/prior the signing of the contract, PSCA through its Technical Evaluation

Committee (TEC) of Financial Evaluation Committee (FEC) may, at its discretion, ask the Contractor/Bidder for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the prices or substance of the bid shall be sought, offered, accepted or permitted.

1.8. 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.

1.9. 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/ works 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, PSCA may reject the offered services/ works, and the Bidders/Contractor

## 26. Detailed Qualification & Evaluation of Bids

shall either replace the rejected works/ 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.

1.10. 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.

1.11. In the absence of prequalification, 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).

1.12. 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.

1.13. PSCA will technically evaluate through its notified TEC and compare the bids, which have been determined to be substantially responsive, as per Technical Specifications/ Requirement/ Evaluation criteria.

1.14. Evaluation and Comparison of Bids

(a) Bids will be evaluated for each item and/or complete scope of work.

(b) Technical Evaluation  
It will be examined in detail whether the services/ works/ goods offered by the bidder comply with the Technical Provisions of the Bidding Documents. For this purpose, the bidder's data submitted with the bid will be compared with the specific work data prescribed by the Employer and technical features/criteria of the Goods detailed in the Technical Provisions. Other technical information submitted with the bid regarding the Scope of Work will also be reviewed.

(d) Commercial Evaluation

It will be examined in detail whether the bids comply with the commercial/contractual conditions of the Bidding Documents. It is

expected that no major deviation/stipulation shall be taken by the bidders.

- 1.15. 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.
- 1.16. 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 later on accordingly.
- 1.17. PSCA shall only **financially evaluate** through its notified FEC 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.
- 1.18. Arithmetical errors may be rectified/ corrected 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.
- 1.19. PSCA may consider a single bid if it is responsive as per PPR-14.
- 1.20. Financial evaluation bid shall be free from all computational errors.
- 1.21. If the bid of the successful bidder is seriously unbalanced in relation to the PSCA/Employer's estimate of the cost of work to be performed under the Contract, the PSCA/ Employer may require the bidder to produce detailed price analyses for any or all items of the Schedule of Prices to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, the Employer/PSCA may require additional performance guarantee from the successful bidder to a level sufficient to protect the Employer/PSCA

against financial loss in the event of default of the successful bidder under the Contract.

## **27. Announcement of Evaluation of Bids**

1.22. PSCA shall announce the evaluation report (technical and/or financial) through email/ fax/ letter or any other way and also follow the guidelines of the government/ PPRA in this regard.

## **28. Contacting the Punjab Safe Cities Authority**

1.23. 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.

1.24. 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.

## **29. Post-Qualification and Award Criteria**

### **F. Award of Contract**

1.25. The PSCA/Employer, at any stage of the bid evaluation, having credible reasons for or *prima facie* evidence of any defect in supplier's or contractor's capacities, may require the suppliers or contractors to provide information concerning their professional, technical, financial, legal or managerial competence whether already pre-qualified or not:

Provided that such qualification shall only be laid down after recording reasons therefor in writing. They shall form part of the records of that bid evaluation report.

1.26. The determination will take into account the bidder's financial, technical and production capabilities. It will be based upon an examination of the documentary evidence of the bidder's qualification submitted to Bidders "Evidence of Bidder's Capability" by the bidder pursuant to relevant Clauses, as well as such other information as required under the Bidding Documents.

1.27. An affirmative determination will be a pre-requisite for award of the Contract to the lowest evaluated bidder. A negative determination will result in rejection of that bidder's bid in which event, Employer will proceed to undertake a similar determination of the next lowest evaluated bidder's capabilities to perform the Contract satisfactorily.

1.28. 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.

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

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

**32. Notification of Award**

**33. Signing of Contract**

1.29. 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 till the finalization or opt any other option under intimation to all such bidders.

1.30. 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 works/services etc. the Scope of works/services originally specified in the Schedule of Requirements or payment milestone without any change in unit price in accordance with prevailing rules & regulations.

1.31. 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.

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

1.33. The notification of award will constitute the formation of the Contract subject to receipt of a valid Performance Guarantee (if any) duly verified by the concern bank.

32.1. 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. Nevertheless, the next lowest bidder may not claim that in such eventuality he/ it should be called for the contract, it is the sole right of PSCA to consider the second lowest bid. In such case if PSCA deems appropriate to call the second lowest bidder the said bidder (if agree) shall compare its bid with the lowest bidder's bid and the contract shall be signed on the same value offered by the lowest evaluated bidder. However, the bid security of the former Bidders/Contractor who failed to submit formal contract/ performance guarantee (if any) shall be forfeited in addition to any other legal action.

#### **34. Commencement of the Contract**

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

#### **35. Integrity Pact**

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.

#### **36. Performance Guarantee**

35.1. Within Seven (07) days or as per requirement of PSCA of the receipt of notification of award from the Punjab Safe Cities Authority, the successful 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 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 or on any other action deems appropriate, the PSCA may make the award to the next lowest evaluated Bidders/Contractor as stated supra 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 Project Directed (PD)/concerned unit of PSCA. Moreover, PSCA may ask the Bidders/Contractor for signing/ submission of indemnity bond amounting to the satisfaction of PSCA at the time of releasing of performance guarantee.

### **37. Corrupt Fraudulent Practices**

**or** 1.34. 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:

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

1.36. Furthermore, Bidders/Contractor shall be aware of the provision stated in General Conditions of Contract or any other law applicable in Punjab/ Pakistan.

### **38. Grievance Redressal Committee**

1.37. In case of any dis-satisfaction or objection against the evaluation report, the aggrieved Bidders/Contractor may approach to the Grievance Redressed Committee (GRC) that shall be notified by the PSCA for the purpose to address the grievance within 10 days after the announcement of the final evaluation (after technical & financial evaluation) report as provided in PPRA Rules 2014 amended. Nevertheless, the technically disqualified/ irresponsible bidder cannot object its technical ineligibility at the stage of the announcement of final evaluation report/results i.e. after technical & financial evaluation of the bid(s).

1.38. In case, if the bid of any Bidder is declared technically irresponsible or disqualified by the technical evaluation committee of PSCA such Bidders/Contractor can file its technical rejection grievance within three (03) days after such announcement to GRC of PSCA. After three (03) days, his technical rejection grievance shall not be considered/ received and straightforwardly rejected.

### **39. Resolution of Disputes**

1.39. Punjab Safe Cities Authority (through its Managing Director) and the Bidders/Contractor shall make every effort to resolve amicably by direct informal negotiations within (30) thirty days and in case of any disagreement or unsettled dispute after such negotiations the matter may be referred for decision / arbitration in accordance with Arbitration Act, 1940.

### **40. General Guidelines for the Bidders/ Contractor**

1.40. 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.

1.41. 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.

1.42. 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.

1.43. Bidder must verify and supplement by his own investigations the information about site and local conditions. However, Employer will assist the Bidder wherever practicable and possible.

1.44. PSCA may notify any committee or committees for bid opening, technical evaluations or financial evaluation of the received bids or any other committee such as due diligence to evaluate the process and shall settled the terms and conditions of the Committees. Further, PSCA shall notify grievance redressal committee to decide the Grievance may be received against this Procurement.

## Section-II

### Bid Data Sheet

The following specific data for the required works/ ancillary services/ goods shall complement, supplement, or amend under the provisions provided in the Instructions to Bidders (ITB) Part (1) one. Wherever, there is a conflict in any matter (words or figures) in these Bidding Documents and in this bid data sheet, the provisions/ detail provided herein in bid data sheet shall prevail over those.

<b>Introduction</b>
<b>PUNJAB SAFE CITIES AUTHORITY</b>
Name of Project: <b>Installation &amp; Commissioning of LTE-A Sites</b>
For clarification purposes, the Employer's address is: <b>PSCA – Qurban Police Lines, Lahore. Phone # : 042-99051605-7</b> and <b>Email: <a href="mailto:procurement@psca.gop.pk">procurement@psca.gop.pk</a></b> Requests for clarification shall be received by the PSCA seven (07) calendar days before to the closing date the bids.
Language of the bid – English
<b>Bid Price and Currency</b>
The price quoted 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 <b>Pak Rupees (including all taxes)</b> and shall be fixed subject to verification.
<b>Preparation and Submission of Bids</b>
<b>EVALUATION CRITERIA:</b>
<b>Eligibility Criteria: (Mandatory Requirements):</b>
<p>The bidder has to fulfil all mandatory requirements detailed below, in order to <b>Technically Qualify</b> for the assignment. The interested Bidders/Contractor has to provide documentary evidence(s) against the below mentioned requirements:</p> <ul style="list-style-type: none"> <li><b>a.</b> Legal Status of the bidder (s) (Incorporation Certificate (<i>showing its location and the date of registration and original ID card etc</i>), Partnership Deed or Form C/D (whichever is applicable) Affidavit/Undertaking on non-judicial stamp paper of Rs. 100 in case of Sole Proprietorship)</li> <li><b>b.</b> Proof of valid Income Tax Registration (NTN)</li> <li><b>c.</b> Proof of valid Punjab Sales Tax Registration (STR).</li> <li><b>d.</b> Proof of valid Professional Tax Certificate (2022-23)/ [<i>In case; Professional Tax Certificate is applied for current financial year i.e. 2022-2023 then receipt shall be attached along with 2021-2022 Professional Tax Certificate</i>].</li> <li><b>e.</b> Required Bid Documents Fee.</li> <li><b>f.</b> Bid Security attached with Technical Bid/proposal.</li> <li><b>g.</b> Audited Financial Statement for the last year from 1<sup>st</sup> July, 2021 to 30<sup>th</sup> June, 2022 (Signed &amp; stamped) or Bank Statement for the last year from 1<sup>st</sup> July, 2021 to 30<sup>th</sup> June, 2022 (Signed &amp; stamped).</li> <li><b>h.</b> Past relevant experience in projects of similar nature.</li> <li><b>i.</b> PEC registration of relevant category.</li> <li><b>j.</b> Signed &amp; stamped Bidding Documents and all attachments (all type of appendices &amp; statements).</li> </ul>

- k.** JV agreement deed on stamp paper amounting to Rs. 1200/- (if required)
- l.** Authority Letter from the Bidder Company for authorizing the relevant person to represent the company on Firm letter head along with CNIC copy.
- m.** 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 **PKR. 100,000/-** that is not more than 5% of the estimated cost in accordance with the Punjab Procuring Rules 2014. The Estimated Cost is **PKR. 2,610,000/-** (inclusive of all applicable taxes).

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: May 03, 2023** no later than **1100 Hours**

**Time, Date, and Place for Bid Opening: May 03, 2023 at 1130 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 evaluated price offered by the technically qualified/ responsive Bidders inclusive of all taxes.

#### **Contract Award**

The 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 requirements. 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. To qualify, the bidder is required to pass/comply the Evaluation Criteria (Technically + financially).
3. Supporting Evidence shall be provided for each criterion (where applicable/ required).
4. 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.

## Section-III

### EVALUATION CRITERIA

Sr. #	Description	Max. Marks	min. Marks	Marking Criteria	Documents Required
1.	Number of Years of Existence of Firm	10	05	<ul style="list-style-type: none"> <li>04 Years or more = 10 Points</li> <li>03 Years = 09 Points</li> <li>02 Years = 08 Points</li> <li>01 Years = 05 Points</li> </ul>	1. Certificate of Incorporation/Partnership deed, Form C/D/ NTN Certificate  Signed & Stamped Supportive Documents
2.	Experience of Similar Nature Projects/Assignments	30	10	<ul style="list-style-type: none"> <li>05 Projects or more = 30 Points</li> <li>04 Projects = 20 Points</li> <li>03 Projects = 15 Points</li> <li>02 Projects = 10 Points</li> <li>01 Project = 05 points</li> </ul>	Purchase Order/Work Order/Contract/ Completion Certificate or relevant document against the projects.
3.	<b>FINANCIAL CAPABILITIES:</b>  Financial Capabilities of the firm in order to enable him to technically qualify for this tender	10	10	<p>Current Bank Statement with Positive balance for minimum PKR. 0.5 Million = 10 points</p> <p><b>Or</b></p> <p>Available Credit Line (available portion) to finance the project amounting to PKR. One (01) Million. (Mandatory)</p>	1. Bank Statement 2. Credit Facility Letter  All Supporting Documents  (Signed & Stamped)
<b>Total Marks =50</b>			<b>Minimum Passing Marks = 30</b>		

**Note:** The bidder must obtain minimum passing score in each of the above criterion and minimum 30 marks cumulative, in order to technically qualify for the tender.

## Section IV

### SCOPE OF WORK FOR INSTALLATION OF LTE-A SITES:

The contractor shall be responsible for installation of 3 X 30m Guy-mast towers with all equipment, tools, supervision, management, and other incidentals necessary to meet the requirements.

- The contractor shall provide civil work to construct standard ODU Pad foundation for placement of LTE-A Cabinets with all civil material necessary for construction.
- The contractor shall provide services for installation and commissioning of (03) LTE-A sites. All necessary equipment for installation shall be provided by PSCA.
- All equipment, supplies, and materials provided shall be new.

**Note:** The design of the LTE-A installation sites will be shared only with those interested bidders who shall deposit the bidding document fee PKRs. 5,000/- (non-refundable) in the shape of Pay Order made in favor of "Chief Operating Officer Punjab Safe Cities Authority", Account# PK07BPUN-6580045845500064 having NTN: 7129125-0 (Bank of Punjab), and made request for getting copy of Scope of Services by sending email at [procurement@psca.gop.pk](mailto:procurement@psca.gop.pk) or they may get by hand.

## Section-V

### i. SCHEDULE OF REQUIREMENTS

TABLE 1 **DELIVERY SCHEDULE**

<b>Sr. No.</b>	<b>Completion Period/ Delivery Time Period</b>
1	The Contractor shall be required to complete the project within Six (06) months from the signing of the contract, or as per the agreement duly signed by the parties if contrary to above time period, or as per requirement of PSCA.

### ii. PAYMENT SCHEDULE

<b>Sr. #</b>	<b>Milestone</b>	<b>Payment</b> (upto %age of contract price)
1	Completion of civil work and erection of guyed-mast towers of three (03) LTE-A sites	60%
2	Installation & Commissioning of all three (03) LTE-A sites	40%

## 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 10% percent of the Contract Price** for the due performance of the Contract, in the form prescribed/ required by the PUNJAB SAFE CITIES AUTHORITY.

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

We further affirmed that all the information/documents attached with the Bidding Documents/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 Documents/ amendments etc. and accept each and every condition thoroughly.

The bidder/company/ undersigned has no objection on any term & conditions of the entire Bidding Documents and shall never challenge these term & conditions after submitting of 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.

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.

## 2. PRICE SCHEDULE

<b>Sr.</b>	<b>Description</b>	<b>Qty.</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Tax</b>	<b>Total Price</b> (inclusion of all applicable taxes)
1.	Installation of Guy-master Towers and ODU Pad	03	No.			
2.	Installation and commissioning of LTE-A Site	03	No.			
<b>Total Price</b> (Inclusive of all applicable taxes)						

**Note:**

1. The Bidder/Contractor shall quote for complete required 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.
2. Lowest Evaluated bid price (lump-sum) shall be considered.
3. 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.
4. In case of discrepancy between unit price and total, the unit price shall prevail.
5. All prices must be included with all prevailing taxes.
6. The Payment shall be made as per actual delivery and after the issuance of satisfactory delivery note/certificate from the concerned officer of PSCA.
7. The Successful Bidder/contractor may claim the Bill after complete delivery of services/work.
8. Client/PSCA has the right to change in the quantities of the required item or cancel the bid at any point of time
9. The Bidder/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.
10. In case other than this Performa used issued by the bidder for financial bid such bid / offers shall not be considered.
11. 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.

Grand total in words \_\_\_\_\_

Date \_\_\_\_\_

Signature of authorized person  
 Name: \_\_\_\_\_  
 (Company Seal)

In the capacity of

Duly authority by

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

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

### **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**

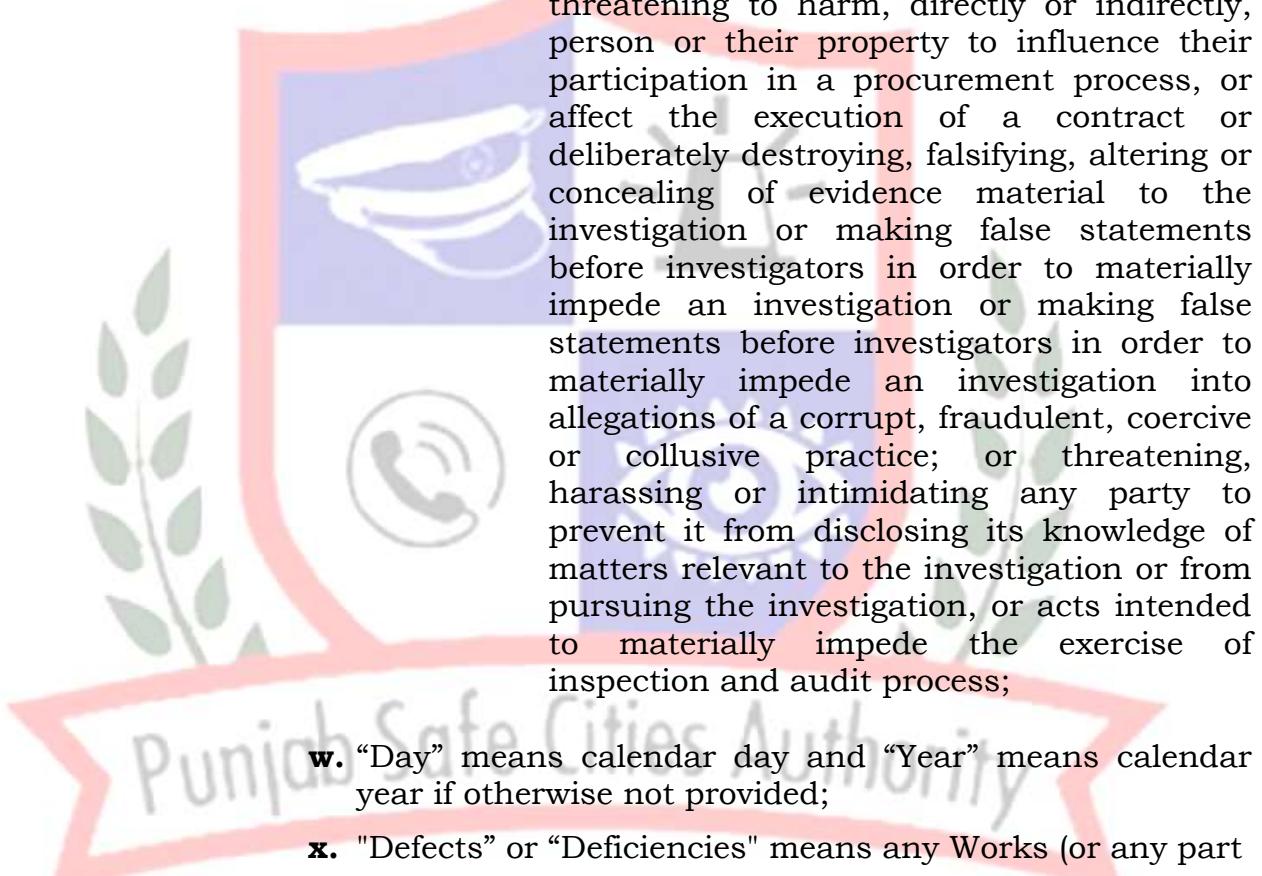
1.1. In this Contract, the following terms shall be interpreted as indicated:

- a.** "Agent" means the person appointed by the contractor to act on his behalf in his absence;
- b.** "Authority" means Punjab Safe Cities Authority, Lahore;
- c.** "Bidders" means who accept all the terms & conditions of these Bidding Documents and submit its bid and participate as a competitor in the process of this procurement;
- d.** "Bid" means a tender or an offer, in response to this invitation by a person, consultant, firm, company or an organization, consortium/ joint venture (if allowed) expressing his or its willingness to undertake to complete this project/ procurement/ task at a price decided between the parties accordingly;
- e.** "Bidding Documents" means the bidding documents formulate and issued for this procurement by PSCA.
- f.** "Business Day" means a day on which scheduled banks are open for normal banking business in Lahore, Punjab, Pakistan.
- g.** "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;
- h.** "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;
- i.** "Committee" means any committee notified by the procuring agency for opening, technical or financial evaluation of the bids may be received in this procurement process and any other type of Committee.
- j.** "Certificate of completion" means the certificate of completion given by the PD/ PSCA pursuant to relevant clause(s) of these conditions of the contract;

- k.** “Competent Authority” means the officer(s) empowered to approve the bidding process and the contract on behalf of PSCA;
- l.** “Company” means a company registered or deemed to be register under companies Act, 2018 or under any other authority or foreign company registered in Pakistan.
- m.** “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;
- n.** "Consent" means all approvals, consents, authorizations, notifications, concessions, acknowledgements, licenses, permits, decisions or similar items which is or are issued by a Relevant Authority and which the Employer or the Contractor or any of their respective contractors is required to obtain from any Relevant Authority.
- o.** “Constructional Plant” means all appliances, or things required in or about the execution, completion, or maintenance of the woks or temporary works, but does not include the materials or other things intended to form or forming part of permanent or temporary work;
- p.** “Contract” means the agreement entered into between the PSCA and the Contractor, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein, the specifications, the drawings, the bid schedule, schedule of rates and the prices;
- q.** “Contractor” means the person or persons, legally firm or company whose tender has been accepted by PSCA, and

shall include the contractor's duly authorized representative, successors and assigns;

- r.** "Contractor's Equipment" means all apparatus, machinery, vehicles and other things required for the execution and completion of the Works and the remedying of any defects. Except that Contractor's Equipment excludes Temporary Works, Plant, Materials and any other things intended to form or forming part of the Permanent Works.
- s.** "Contractor's Personnel" means the Contractor's Representative and all personnel whom the Contractor utilizes on Site, who may include the staff, labour and other employees of the Contractor and of each Subcontractor; and any other personnel assisting the Contractor in the execution of the Works.
- t.**
- u.** "Contract Price" means the price payable to the Bidders/Contractor under the Contract for the full and proper performance of its contractual obligations;
- v.** "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 misleads, a party to obtain a financial or other benefit or to avoid an obligation;
- v. Obstructive practice by harming or threatening to harm, directly or indirectly, person or their property to influence their participation in a procurement process, or affect the execution of a contract or deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements before investigators in order to materially impede an investigation or making false statements before investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or acts intended to materially impede the exercise of inspection and audit process;

**w.** "Day" means calendar day and "Year" means calendar year if otherwise not provided;

**x.** "Defects" or "Deficiencies" means any Works (or any part thereof) that fail to conform to the Applicable Standards in any manner (including services, performance, materials, design, execution, engineering and/or workmanship).

**y.** "Drawings" means the drawing(s) referred to in the contract documents and any modifications of such drawing(s) as may from time to time be furnished or approved in writing by the Engineer-in-charge;

**z.** "Employer/Client" means the PSCA that signs the contract for the works/services/goods with the selected/qualified contractor accordingly;

**aa.** "Engineer" means the project director (PD)/ Engineer nominated by PSCA or any other officer who for the time being and from time to time is in charge of the works/ project;

**bb.** "EPC Works" or "Facility" means the Permanent Works, the Temporary Works and all other obligations of the Contractor to be performed in terms of this Agreement including without limitation the all meeting the specifications set out in the Employer's Requirements and in compliance with the Applicable Standards, but excluding the Operation & Maintenance Works.

**cc.** "Firm" means a firm register or deemed to be register with the office of registrar.

**dd.** "GCC" means the General Conditions of the Contract contained in this section.

**ee.** "Goods" means required goods as mentioned in Technical Specifications or any other related item, material or goods required under the contract;

**ff.** "Government" means the Government of the Punjab;

**gg.** "Intended Purpose" means:

a. in relation to Works or any part thereof, all Works to be performed by the Contractor hereunder shall be fit and appropriate for the purposes of the Facility;

b. in relation to the Facility, that the Facility shall meet the performance targets and shall be fit to operate and deliver in full compliance with the Applicable Standards and the requirements defined in the Employers Requirements.

**hh.** "International Health and Safety Standards & Work Practices" mean those practices, methods and procedures conforming to the safety, ethical and legal requirements which are attained by exercising that degree of skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced engineering, procurement, supply, operations, maintenance and services contractor engaged in the same or a similar type of undertaking or activity under the same or similar circumstances and conditions to those pertaining internationally and reasonably satisfying the ethical, health, safety and

environmental standards (including Environmental Standards prevailing in the Country) of reputable engineering, procurement, supply, operations, maintenance and services contractors internationally. 'International Health and Safety Standards & Work Practices' are not limited to optimum practices, methods or acts to the exclusion of all others, but rather are a spectrum of possible practices, methods and acts which could have been expected to accomplish the desired result at reasonable cost consistent with reliability and safety in the relevant industry.

**ii.** "Laws" means all federal, provincial or local legislation, statutes, ordinances and other laws (including Social and Environmental Law), and regulations and by laws of any legally constituted public authority of the Country.

1. **"Latent Defect for the Facility"** means any material Defects or Deficiency in the Works which: subsisted at the end of the Warranty Period, as the case may be, but was not revealed through normal Facility operations; or

2. subsisted at the end of the Extended Warranty Period or the Extended Warranty Period respect of the Extended Warranty or the Extended Warranty Items, as the case may be, but was not revealed through normal Facility operations; and/or

3. did not or could not have become apparent upon a diligent and careful examination by the Employer.

**jj.** "Item Rates" mean the rates determined on the basis of the market rates system as proposed by the Employer/ PSCA.

**kk.** "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;

**ll.** "Maintenance" means the repairs, amendment, reconstruction and includes the rectification of defects

imperfections, shrinkages and other faults except fair wear and tear as may be required of the contractor in writing by the PD/ PSCA during the period of maintenance;

**mm.** "Maintenance Services" means all activities as set out in the Employer's Requirements, relating to the operation and maintenance of the Facility that meet and are in accordance with the Applicable Standards and the Prudent Practices so that the Facility remains fit for the Intended Purpose and includes (without limitation) any scheduled maintenance, interim maintenance, routine maintenance, unscheduled maintenance or other activities relating to the maintenance of the Facility including procuring, supplying, transporting and scheduling delivery at Site, inventory management and making timely payments, in each case, in respect of any spare parts and availability at Site of personnel (including specialist expatriate personnel) and Contractor's Equipment as may be required for maintenance of Facility for the duration of the Operation & Maintenance Works Period.

**nn.** "Materials" means things of all kinds (other than Plant) intended to form or forming part of the Permanent Works, including the supply-only materials (if any) to be supplied by the Contractor under this Agreement.

**oo.** "Operations & Maintenance Services" means the 24/7 help desk at the Site maintained by personnel (including specialist expatriate personnel) and other maintenance services to be provided by the Contractor in accordance with the requirements and for performance of the services set out in the Employer's Requirements.

**pp.** "Operation & Maintenance Works" means collectively all the works and services to be performed by the Contractor relating to the: (i) Operations & Maintenance Services; and (ii) Maintenance Services.

**qq.** "Period of Maintenance" means the period during which the contractor is obliged to guarantee the work or defined portions of work against defect and during which he is obliged to perform any maintenance procedure that may be specified by the Project director/ PSCA and shall be calculated from the date of the certificate of completion given by PSCA/ PD in accordance with clause 40 hereof or in the event of more than one certificate

having been issued by the Engineer-in-charge under the said clause from the respective dates so certified;

- rr.** "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 Documents;
- ss.** "Permanent Works" means the permanent works to be designed and executed by the Contractor under this Agreement.
- tt.** "Plant" means the apparatus, machinery and vehicles intended to form or forming part of the Permanent Works.
- uu.** "PPRA" means the Punjab Procurement Regularity Authority Act, 2009 (PPRA-Act) and Punjab Procurement Rules 2014 amended to date (PPR-14) notified by Punjab Government under PPRA-Act or any other instructions of the Government relating to the procurement process;
- vv.** "Programme of Work" means the Programme of work submitted by the contractor and approved by the PD/ PSCA and includes and amendment thereto made from time to time and approved by the PD/PSCA;
- ww.** "Project" means the execution of the Works and the development and/or operation of the Facility and/ or services required by the Employer/ PSCA.
- xx.** "Province" means Punjab Province;
- yy.** "Punjab Safe Cities Authority (PSCA)" means the organization hiring the services of the contractor in this project/ procurement;
- zz.** "SCC" means the Special Conditions of the Contract;
- aaa.** "Site" means the lands and other places on, at, over, under; in or through which the works are to be executed or carried out in pursuance of the contract or any adjacent land, or part or street, which may be allotted or used for the purpose of carrying out the contract or any lands or places provided by the PD/ PSCA for the purpose of the contract together with such other places as may be specifically designated in or pursuant to the contract as forming part of the site;
- bbb.** "Social and Environmental Law" means all statutes, laws, rules and regulations of the Country,

including (but not limited to) all licenses, permits and other government authorizations, which:

1. have as a purpose or effect the protection of, and/or prevention of harm or damage to, the Environment;
2. provide remedies or compensation for harm or damage to the Environment; or
3. relate to (i) Hazardous Materials; (ii) health and safety matters; (iii) setting standards of conduct concerning any environmental, social, labour, health and safety or security risks.

**ccc.** "Specifications" means the specification referred to in the tender and any modification thereof or addition thereto as may from time to time be furnished or approved in writing by the PD/ PSCA;

**ddd.** "Supplier" means a legally established professional firm/ company/ or entity that may provide/provides the goods or services to the client under the contract;

**eee.** "Services" means the work/ services to be performed by the contractor/firm/company or entity pursuant to the contract;

**fff.** "Temporary Works" means all temporary works of every kind (other than Contractor's Equipment) required on Site for the execution and completion of the Permanent Works and the remedying of any defects.

**ggg.** "Tender or Bid" means the Contractor's signed offer for the Works/ services and all other documents which the Contractor submitted therewith (other than the Employer's Requirements, if so submitted).

**hhh.** "Variation" means any change to the Employer's Requirements or the Works, which is instructed or approved as a variation under the contract.

**iii.**

- i. "Works" means the works to be executed in accordance with the contract and includes any temporary and permanent works together the EPC Works and the Operation & Maintenance Works as required for the

performance of the contract in addition to the definition provided in PPR-14;

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

1.2. The expression used but not defined in these documents shall have the same meanings as assigned to it in PPRA-Act and PPR-14.

## **2. Application**

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

## **3. Scope of Services**

3.1. Bidders/Contractor shall be required to complete the assignment and provide all related work/ services to PSCA as per description and requirement mentioned Section IV of the Bidding Documents(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/ bid data sheet 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/ guarantee and 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 and take any legal action.

**6. Transportation**

- 6.1 The Bidders/Contractor is required to provide the desired work/ services connected with the technical specifications/ scope of works 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 contract price.

**7. Contractor's Responsibilities**

- 7.1 Bidders/Contractor shall ensure the delivery of the equipment/goods in accordance with the scope of works/terms of the contract after approval of PSCA.
- 7.2. All terms & conditions provided in Part-1 of this Bidding Documents, especially regarding Eligibility of Bidders scope of works etc. 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 and/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 work/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 completion of works 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 the delay "late delivery" (LD) and liquidated damages (LD) shall be imposed separately or jointly **@ 0.2% per day of the total contract amount with total cap of 10% of the total value of the Contract.** Moreover, any penalty may be imposed by PSCA in case of any default by the 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/ procurement process.

## 12. Termination for Default

11.2 PSCA focal person/ Project Director (PD) shall conduct visit to the sites in order to monitor progress. The Bidders/Contractor shall not obstruct visit of PSCA focal person/ PD and provide the reasonable facility to such person.

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 or works 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 or as prescribed in PPR-14.
- (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 PPR- 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 the services of any other contractor/ person to complete the remaining works. Services or goods 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 it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

13.2 For purposes of this clause, "Force Majeure" means an event beyond the control of the 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 notify/ 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 completed, commenced and executed 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 process/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 Documents and construed its receiving if not responded immediately but not later than seven days or decided later on through the contract.

**20. Taxes & Duties**

20.1 Bidders/Contractor shall be sole responsible for the payment of all kind of taxes, duties, license fees, etc., which will be/is applicable at the time of signing of the contact or may be imposed by the Government (Punjab/ Pakistan) during the completion period the contract.  
In case any kind of tax/ fee/ duties or dues required by the Government (Punjab/ Pakistan) for this project and the contractor has failed to pay off the same, PSCA shall deduct/ retain that amount from the outstanding payment of the contractor.

**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:

## 22. Blacklisting Mechanism

- (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.
- 22.1. 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. Completion Certificate/ Delivery Of Goods

- 23.1 The authorized person of PSCA / PD shall issue a satisfactory performance certificate/ Goods receipt note to the Bidders/Contractor on the completion of the work/ service or delivery of goods assigned to him through the contract by PSCA.
- 23.2 On basis of this certificate/ receipt Note the Bidders/Contractor shall claim the payment/ charges from the PSCA.

## 24. Alteration in specifications and drawings.

- 24.1 The PD/ PSCA shall have power to make any alteration in, omission from, addition to, or substituted for, the original specification, drawing designs and instructions that may appear to him to be necessary or advisable during the progress of the work, and the contractor shall be bound to carry out the works

in accordance with any instructions which may be given to him in writing signed by the PD/ PSCA, and such alterations, omission, additions or substitutions shall not invalidate the contract, and any altered, additional or substituted work which the contractor may be directed to do in manner above specified as part of the work, shall be carried out by the contractor on the same conditions in all respects on which he agreed to do the main work, and the same rates as are specified in the tender (bid schedule for the main work). The time for the completion of the work shall be extended in the proportion that the altered, additional or substituted work bears to the original contract work and the certificate of the PD/ PSCA shall be conclusive as to such proportion.

**24.2** And, if the altered, additional or substituted work includes any item of shall be carried out at the item rates enforced at the time of receipt of tenders with reference to which the tender for the work was submitted by the contractor.

Rate of works not in schedule of rates, bid schedule or in the estimates

**24.3** If such altered, additional or substituted item(s) of work is not entered in the bid schedule, then the contractor shall within seven days of the date of receipt of the orders to carry out the work inform to the PD/ PSCA of the rate which it is his intension to charge for such items of work, and if the PD/ PSCA does not agree to this rate, or the approval to this rate (or the negotiated rate, if any), is not communicated to the contractor within a period of thirty (30) days reckoned from the date of receipt by the PD of the proposed rate, the PD/ PSCA shall by a notice in writing be at liberty to cancel his order to carry out such item of work and arrange to carry it out in such a manner as he may consider advisable, provided always that if the contractor shall commence work or incur an expenditure in regard thereto, before the rates shall have been determined as lastly hereinafter mentioned, he shall do so at his own risk and cost.

**24.4** No deviation from specification stipulated in the contract or additional items of work shall be carried out by the contractor unless the rate of the substituted, altered or additional items have been approved in writing failing which PSCA will not be bound to entertain any claim on this account. The interpretation of the PSCA/ PD in the event of any dispute due to any ambiguity in the specification or nomenclature shall be binding and final.

**25. No compensation for alteration in or restriction of work to be carried out, if variation does not exceed 20 %.**

**25.1** If at any time after the commencement of the work, the Project Director/ PSCA shall for any reason whatsoever, not require the whole thereof as specified in the tender (bid schedule annexed hereto) to be carried out, or increase or decrease in the quantity of work included in the contract or omit any such work, or change the contract or quality or kind of any such work, or change the levels, lines, position and dimensions of any part of the works, or require the contractor to execute additional work of any kind necessary for the completion of the work, the Project Director/ PSCA shall give notice in writing of this fact to the contractor, who shall have no claim to any payment or compensation whatsoever on account of any profit or advantage which he might have derived from the execution of the work in full, but which he did not derive in consequence of the full amount of the work not having been carried out; neither shall he have any claim for compensation by reasons of any alteration having been made in the original specifications, drawings, designs and instructions which shall involve any curtailment or increase of the work, as originally contemplated; nor shall the contractor be entitled to any adjustment in the unit rate/price or amount of the contract, if the aggregate effect of all such alterations, additions, omissions, or adjustments (other than those arising out by reasons of price variation as per satisfaction of the PSCA/ Project Director on completion of the whole of the works, does not exceed 20 percent of the sum of this tender/ Contract.

**25.2** If, on completion of the whole of the works, it shall be found that a reduction or increase greater than 20 percent of the sum in the Contract/ tender results from the aggregate effect of all increases, decreases omissions or adjustments (other than those arising out because of price variation), as a result of the requirement of the Project Director, the amount of the contract price shall be adjusted by such sum(s) as may be determined by the Project Director/ PSCA and the contractor subject to the approval of the competent authority and due-diligence committee recommendations.

**25.3** The period of maintenance mentioned in this Bidding Documents/ annexed shall be calculated from the date of completion of the works certified by the PD in accordance with above clauses or in the event of more than one certificate having been issued by the PD under the relevant clause, from the respective dates so certified, and in relation to the period of maintenance the expression the "work" shall be construed accordingly.

**26. Execution of work of repair etc**

The works shall at or as soon as practicable after expiration of the period of maintenance be delivered to the PD in as good and perfect condition (fair wear and tear excepted) to the satisfaction of the PD/ PSCA as that in which they were at the commencement of the period of maintenance, the contractor shall execute all such works of repair, amendment, reconstruction, rectification and making good of defects, imperfection, shrinkage other faults as may be required of the contractor in writing by the PD during the period of maintenance or within fourteen days after its expiration as a result of an inspection made by or on behalf of the PD prior to its expiration.

**27. Cost of execution of works of repair etc**

All such works shall be carried out by the contractor at his own expense, if the necessity thereof shall, in the opinion of the PD, be due to use of materials or workmanship not in accordance with the contract or to neglect or failure on the part of the contractor to comply with any obligation expressed or implied on the contractor's part under the contract. If in the opinion of the PD such necessity shall be due to any other cause, the value of such work shall be ascertained and paid for, as if it were an additional work. If the contractor shall fail to do any such work as aforesaid, required by the PSCA/ PD, the PD/ PSCA shall be entitled to carry out such work by his own workmen or by other contractor(s) and if such work is a work which the contractor should have carried out at the contractor's own cost, shall be entitled to recover from the contractor towards the cost thereof a sum equal to the actual expenditure so incurred by the PSCA/ PD (whose certificate as to the amount of the work shall be final and binding on the parties) any may deduct the same from any moneys due or that may become due to the contractor.

**28. Remedy of contractor's failure to carry out work required**

If the contractor or his work people, or servant shall break, deface, injure or destroy any part of a building in which they may be working or any building, road, road work, road structure, water supply, sewerage and drainage works, sanitary fitting and electric installation, fences, enclosures, water pipes, cables, drains, electric or telephone posts or any works, trees, grass or grass land, or cultivated ground contiguous to the premises on which the work, or any part of it is being executed, or if any damage shall happen to the work, while in progress from any cause whatsoever or any imperfections become apparent in it within the specified period of maintenance in provided in these documents/ contract after a certificate, final or otherwise of its completion shall have been given by the PD as aforesaid, the contractor shall make the same good at his

**29. Contractor liable to make good damages and for any imperfection noticed during period of maintenance**

own expense, or in default, the PD/ PSCA may cause the same to be made good by other workmen, and deduct the expenses (of which the certificate of the PD/ PSCA shall be final) from any sums that may then, or at any time thereafter may become due to the contractor, or from his security deposit.



## 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. Performance Guarantee

The amount of performance security, i.e. (Which shall be within 10% of the contract price) in the shape of non-recourse, irrevocable and unconditional bank guarantee from scheduled bank of Pakistan/ having setup in Punjab on the prescribed format attached with the Bidding Documents 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.

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

### 2. 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).

### 3. Payment Mechanism:

The contractor/ Bidders/Contractor shall be paid by PSCA against invoice after successful completion of the project as provided in payment milestones attached with the contract.

### 5. Project Director (PD)/ Engineer's Duties

1. The Project Director/ Engineer shall carry out the duties specified in the Contract.
2. The PD/Engineer may exercise the authority attributable to the PM/Engineer as specified in or necessarily to be implied from the Contract.

3. PM/ Engineer shall issue instruction to the Contractor in relation to the project and submit its report to the Authority on completion of each milestone within the period specified for that and also issue job completion note/ certificate to his satisfaction for relisting any/ all payments in timely manner.

4. PD/ Engineer shall be the responsible for efficient completion of the project/ desired works/ services/goods under the strict compliance of the scope of the work/ terms & conditions of the Contract and report the authority within the completion period the project along with his comments and recommendations.

“Except as expressly stated in the Contract the PD/Engineer shall have no authority to relieve the Contractor of any of his obligations under this Contract.”

5. Approval, reviews and inspection by the PD/Engineer of any part of the Works does not relieve the Contractor from his sole responsibility and liability for the supply of remaining materials and equipment for the Works and parts thereof and complete the remaining erection works and testing and commissioning in accordance with the Contract and neither the PM/Engineer's authority to act nor any decision made by him in good faith as provided for under this Contract whether to exercise or not to exercise such authority shall give rise to any duty or responsibility of the PM/Engineer to the Contractor, any Subcontractor, any of their representatives or employees or any other person performing any of the works.

## **6. Replacement of PD/Engineer**

If the Employer intends to replace the PM/Engineer, the PSCA/Employer shall, not less than 14 days before the intended date of replacement, give notice to the Contractor, of the name, address and relevant experience of the intended replacement PM/Engineer. The Employer shall not replace the PM/Engineer with a person against whom the Contractor raises reasonable objection by notice to the Employer, with supporting particulars.”

## **7. No Contractual Relation between Subcontractor and the Employer**

Nothing contained in the Contract Documents shall create any contractual relation between any Subcontractor and the Employer in case if contractor is allowed to take the advantages of sub-contractor.

## **8. Operation and Maintenance Manuals**

8.1. Notwithstanding anything contained in these documents contrary to hereunder; the Operation and Maintenance Manuals shall include full instructions for the operation, servicing and maintenance of the Plant,

not only during the period of the Contractor's liability but more particularly during its operating life.

- 8.2. The directions shall be set out simply, clearly and systematically. This may be divided into two volumes if desirable, one for operation and the second for servicing and maintenance (in sub-volumes for major items of Plant).
- 8.3. The operational data shall include a complete physical and functional description of the Plant (in sub-volumes for major items of Plant) and step-by-step procedures for inspection, checking and adjustments for proper operation of the Plant.
- 8.4. The maintenance data shall include complete instructions for routine checks, servicing, maintenance and repair of all parts and for dismantling, handling and re-assembly of all equipment, sub-assemblies and all separate components. The maintenance data shall also include where possible parts catalogues. The lists shall provide all necessary information for identifying the parts and for re-ordering the parts including name of part, part number and catalogue references where applicable, name of manufacturer, size, capacity and other characteristics.
- 8.5. General arrangements, single line diagrams and detailed drawings shall be provided for ready reference in the operation and maintenance instructions.
- 8.6. The manuals shall be printed on ISO paper size A4 (210x297 mm) with offset or equivalent printing strongly bound in a durable stiff cover bearing the title in approved legend. Drawings shall be folded or reduced to 297 mm height. All volumes shall bear on the spine an approved shortened version of the title.
- 8.7. The Contractor shall submit three draft copies for approval of the Engineer prior to producing finished volumes.
- 8.8. The Contractor shall provide ten (10) copies of the approved Operation and Maintenance Manuals prior to Taking Over by the Employer. Supplementary Operation and Maintenance Manual shall be provided by the Contractor, if required, to incorporate changes resulting from experience during the operation and maintenance period. The work shall not be considered to be completed for the purpose of taking over until such manual and drawings have been supplied to the Employer."

## **9. Manufacturing Drawings and custody of Drawings**

- 9.1 The Contractor is required to disclose to the PM/Engineer or the Employer any confidential information necessary to justify the reliability, the efficiency and the operation and maintenance of the Plant supplied by him and detailed drawings;

9.2 The drawings shall remain in the sole custody of the PD/ PSCA but two sets of the detailed or working drawings will be obtained by the contractor free of cost from the PD/ PSCA after acceptance of his tender. The contractor shall provide and make at his own expense any further copies required by him. On the completion of the contract, the contractor shall return to the PD/ PSCA all drawings provided to him under the contract;

9.3 One copy of the drawings furnished to the contractor as aforesaid shall be kept by the contractor at site and the same shall at all reasonable times also be made available for inspection and used by the PD/ PSCA or by any of his superior officer, or by any other person authorized by the PSCA in writing.

## 10 “As-Built” Drawings

The Contractor shall furnish to the Engineer six (6) copies and one (1) reproducible of approved quality of all “As-Built” drawings within the period mentioned in the Preamble to Conditions of Contract in addition to all other requirements.

## 11. General Obligations

11.1 In addition to all other obligations the Contractor shall be responsible to complete the following obligations;

“(a) The Contractor shall commence the work on the date specified in the Preamble to Conditions of Contract and shall proceed with the same with due expedition and without delay and keeping in view the international health and safety standards and work practices / intended purposes and laws etc.

(b) The Contractor shall, in accordance with the Contract, with due care and diligence, complete the Works and test and commission the Plant and carry out the Works within the Time for Completion. The Contractor shall also provide all necessary Contractor's Equipment, superintendence, labour and except as stated here in below, all necessary facilities therefor.

(c) The order in which the Contractor proposes to carry out the Works (including preliminaries, required material ordering, delivery to Site, erection and rectifications work, testing, commissioning and taking-over by the Employer).

The programme shall also include the following:

- (i) Employment of local and expatriate labour of various categories,
- (ii) Local material procurement,
- (iii) Material imports, if any.”

(d) "During the period of the Contract, the Contractor shall submit six sets of report to the PM/Engineer not later than the 8th day of each month or before, including:

- (i) a construction schedule indicating the progress achieved during the preceding month;
- (ii) description of all work carried out since the last report;
- (iii) description of the work planned for the next forty-two days sufficiently detailed to enable the Engineer to determine his programme of inspection and testing;
- (iv) summary of daily job record for the preceding month; and
- (v) colour photographs to illustrate progress.

(e) Daily Job Record

11.2 During the period of the Contract, the Contractor shall keep a daily record of the work progress, which shall be made available to the PM/Engineer as and when requested.

11.3 The daily record shall include particulars of weather conditions, number of men working, in different categories, deliveries of materials, quantity, location and assignment of equipment."

## **12. Contractor's Representative**

The Contractor's Representative shall be a competent and skilled person approved by the PM/Engineer (which approval may at any time be withdrawn) and who shall be present on the Site during all working hours. He shall be fluent in the English language. He shall not be transferred from the Site without the consent of the PM/Engineer. The Contractor's Representative shall be a Registered/Professional engineer as defined in the Pakistan Engineering Council Act 1975 (V of 1976)."

## **13. Contractor's Equipment and Safety measures**

In order to provide for the safety, health and welfare of persons, and for prevention of damage of any kind, all operations for the purposes of or in connection with the Contract shall be carried out in compliance with the safety requirements of the Government of Pakistan with such modifications thereto as the PM/Engineer may authorize or direct and the Contractor shall take or cause to be taken such further measures and comply with such further requirements as the Engineer may determine to be reasonably necessary for such purpose.

The Contractor shall make, maintain, and submit reports to the PM/Engineer concerning safety, health and welfare of persons and damage to property as the Engineer may from time to time prescribe.

## **14. Electricity Water and Gas**

The Contractor shall be responsible for making his own arrangements for the adequate supply of electricity, water and gas required for the effective performance of his obligations under the Contract. Subject to the aforesaid, the Contractor shall be entitled to use for the purposes of the Works such supplies and services as may be available on the Site. The Contractor shall, before the commencement of the work at Site, seek the approval of the Engineer as to his detailed requirements of electricity, water and gas for the entire Contract period. The Contractor shall pay the Employer at the rates/cost incurred by the Employer. The Contractor shall at his own cost provide any apparatus necessary for such use.

## **15. Information for Import Permits & Licenses**

The Contractor shall submit to the Employer in good time such details of all Plant and Contractor's Equipment as is to be imported into Pakistan and identify as to what assistance of the Employer is required for obtaining by the Contractor of all necessary import permits or licenses."

## **16. Training of Employer's Staff**

The Contractor shall provide such facilities for the training of such numbers of Pakistani engineers, engineering students, apprentices and trade apprentices on such sections of the Works at the Site or on the Contractor's premises or Contractor selected plant manufacturer's premises and factories, or wherever else work is in hand, as specified or directed by the Engineer. The Employer shall direct what sums by way of wages and allowances are to be paid by the Contractor to such persons and shall reimburse the Contractor for such sums as are so directed to be paid and are paid. The Contractor shall also provide medical expenses or medical insurance and travelling expenses for trainees if required by the Employer which shall be reimbursed by the Employer. The language of training at the above stated premises shall be English and Urdu."

## **17. Consents and Way Leaves**

The Employer shall issue permissions, letters, certificates and provide such other assistance to the Contractor for his obtaining permits-to-work, way leaves and approvals from any other department/authority and right of way from private owners, if required. The Contractor will bear the cost of logistics, fees, etc. for such activities. The Employer, will reimburse the Contractor only the payments made by him in respect of any land compensation for obtaining such way leaves, required for the Works.

## **18. Employment of Persons in the Service of Others**

The Contractor shall not recruit or attempt to recruit staff and labour from amongst the persons in the service of the Employer or the Engineer and vice-

versa, unless mutually agreed between the Employer/Engineer and the Contractor

### **19. Alcoholic Liquor or Drugs**

The Contractor shall not, otherwise than in accordance with the Statutes, Ordinances and Government Regulations or Orders for the time being in force, import, sell, give, barter or otherwise dispose of any alcoholic liquor or drugs, or permit or suffer any such importation, sale, gift, barter or disposal by his Subcontractors, agents, employees or labour.

### **20. Arms and Ammunition**

The Contractor shall not give, barter or otherwise dispose of to any person or persons, any arms or ammunition of any kind or permit or suffer the same as aforesaid.

### **21. Festivals and Religious Customs**

The Contractor shall in all dealings with his staff and labour have due regard to all recognised festivals, days of rest and religious or other customs.

### **22. Disorderly Conduct**

The Contractor shall at all times take all reasonable precautions to prevent any unlawful riotous or disorderly conduct by or amongst his staff and labor and for the preservation of peace and protection of persons and property in the neighborhood of the Works.

### **23. Records of Safety and Health**

The Contractor shall maintain such records and make such reports concerning safety, health and welfare of persons and damage to property as the Engineer may from time to time prescribe.

### **24. Reporting of Accidents**

The Contractor shall report to the Engineer details of any accident as soon as possible after its occurrence. In the case of any fatality or serious accident, the Contractor shall, in addition to appropriate action required under the law, notify the Engineer immediately by the quickest available means.

### **25. Compliance by Subcontractors**

The Contractor shall be responsible for compliance by his Subcontractors of the foregoing provisions if sub-contractor is permitted.

### **26. Manner of Execution**

The Contractor shall submit for approval of the PM/Engineer, his detailed method statement(s) for the execution of such items of work as may be desired by the PM/Engineer. Approval of such method statement(s) shall

neither relieve the Contractor of his responsibilities under the Contract nor form any basis for claiming additional costs.”

## **27. Time for Completion and extension**

1. The project/works at the place of the project mentioned in the Preamble to Conditions of Contract shall be completed tested and commissioned within the period mentioned in the Preamble to Conditions of Contract.
2. Extension of Time for Completion may not be allowed in any condition however, in case of unforeseen circumstances, the PM/ Engineer shall recommend the extension in the completion time with justification and solid reasons and upon such recommendation, the Authority/ Employer shall notify a due-diligence committee for considering the matter and on the report of that committee the Managing Director/Chief Operating Officer of PSCA may extend the completion time.

## **28. Rate of Progress**

If for any reason, which does not entitle the Contractor to an extension of time, the rate of progress of the Works or any Section is at any time, in the opinion of the PM/Engineer, too slow to comply with the Time for Completion, the PM/Engineer shall so notify the Contractor who shall thereupon take such steps as are necessary, subject to the consent of the PM/Engineer, to expedite progress so as to comply with the Time for Completion. The Contractor shall not be entitled to any additional payment for taking such steps. If, as a result of any notice given by the PM/Engineer under this Clause, the Contractor considers that it is necessary to do any work at night or on locally recognized days of rest, he shall be entitled to seek the consent of the PM/Engineer so to do. Provided that if any steps, taken by the Contractor in meeting his obligations under this Sub-Clause, involve the Employer in additional supervision costs, such costs shall, after due consultation with the Employer and the Contractor, be determined by the PM/Engineer and shall be recoverable from the Contractor by the Employer, and may be deducted by the Employer from any moneys due or to become due to the Contractor and the PM/Engineer shall notify the Contractor accordingly, with a copy to the Employer.

## **29. Delay in Completion**

If the Contractor fails to deliver the Works, or any part thereof, within the time stated in Contract or fails to complete the whole of the Work, or, if applicable, any Section within the relevant time prescribed by the relevant clauses then the Contractor shall pay to the Employer the relevant sum stated herein below/ Contract as liquidated damages for such default (which sum shall be the only moneys due from the Contractor for such default) for every day or part of a day which shall elapse between the relevant time for Delivery or Time for Completion and the actual date of delivery at site or the date stated in a Taking-Over Certificate of the whole of the Works or the

relevant Section, as the case may be, subject to the applicable limit stated in these documents/ contract;

The Employer may deduct the amount of such damages from any monies due or to become due to the Contractor. The payment or deduction of such damages shall not relieve the Contractor from his obligation to complete the Works, or from any other of his obligations & liabilities under the Contract.

The liquidated damages for each day of delay and the maximum amount of liquidated damages shall be the amounts mentioned in the Preamble to Conditions of Contract.

The time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor. The works shall throughout the stipulated period of the contract be proceeded with all due diligence in accordance with the programme of work, as approved by the PD/ PSCA or any amended programme of work approved by the PD/ PSCA from time to time (time and quality being deemed to be the essence of the contract on the part of the contractor) and the contractor shall pay as compensation an amount equal to one percent of the amount of contract, subject to maximum of 10% or such smaller amount as the PD/ PSCA (whose decision in writing shall be final) may decide, on the amount of the estimated cost stated in item(b) of the memorandum of work annexed hereto for every day that the work remains un commenced or unfinished after the proper date.

### **30. Action when Programme not submitted in time**

In the event of the non-submission of the Programme or revised/amended programme of work by the contractor for approval by PSCA within the period specified by PSCA , the contractor shall be liable to pay as compensation an amount, equal to  $\frac{1}{4}$  % per day or such smaller amount as the PSCA (whose decision in writing shall be final) may decide on the total tendered amount of the work, subject to maximum of 2% of contract amount.

### **31. Setting out**

The contractor shall be responsible for the true and proper setting out of the works in relation to original points, lines and levels of reference given by the PD/ PSCA in writing and for the correctness (subject as above mentioned) of the position, levels, dimensions and alignments of all parts of the works and for the provision of all necessary instruments, appliances and labour in connection therewith. If at any time during the progress of the work, any error shall appear or arise in the position, levels, dimensions, or alignment or any part of the works, the contractor on being required so to do by the PD, shall at his own expense, rectify such error to the satisfaction of the PD/ PSCA. The checking of any setting out or of any line or levels by PD shall not in any way relieve the contractor of his responsibility for the correctness thereof, and the contractor shall carefully protect and preserve all points,

marks, lines levels, bench marks, site-rails, pegs, slope stakes, batten-boards, stakes for location, and other things used in setting out the works.

### **32. Action where no specifications are provided**

In the case of any class of work for which there is no such specification as mentioned in the Bidding Documents/ contract for the guidance of the tenderer annexed hereto, such work shall be carried out in accordance with the prescribed standard specifications of the required goods/ works/ services, the work shall be carried out, in all respects in accordance with the instructions and requirements of the PD/ PSCA.

### **33. Whole time qualified technical personnel for supervision of work**

(a) The contractor shall employ for each contract, whole time qualified technical personnel to the satisfaction of the PD/ PSCA for the supervision of the work at the scale given below:-

On contracts valuing:-

(i) Upto Rs.7.5 Million	One diploma engineer.
(ii) Exceeding Rs.7.5 Million	One senior graduate engineer.
	One junior graduate engineer.

(b) If the contractor fails to employ the qualified technical personnel to the above scale, the PD/ PSCA shall, after giving the contractor 15 days' notice to this effect, have the option to employ to make up the deficiency in the number of such persons at the risk and cost of the contractor.

### **34. Works to be under direction of PD/ PSCA**

All works to be executed under the contract shall be executed under the directions and subject to the approval in all respects, of the PD who shall be entitled to direct at what point or points and in what manner they are to be commenced and from time to time carried on.

### **35. Lighting at night work**

- i. In the event of night work being carried on, the contractor shall provide and maintain such good and sufficient lights as will enable the work to proceed with satisfactorily and without danger. Similarly, the approach to the site and works where the night work is being carried out shall be efficiently lighted. All arrangements adopted for such lighting shall be to the satisfaction of the Engineer/ PD.
- ii. The contractor shall in connection with the works provide and maintain at his own cost all lights, warning lights, caution boards, attendants, guard fencing and watch men, when and where necessary or required by the PD,

for the protection of the work or for the safety and convenience of the public or others.

### **36. Arrangements to safeguard danger to unfinished work**

The contractor is expected to make himself acquainted with the weather conditions, etc., and make his arrangements in such a manner that unfinished work is not in danger from storms, floods, etc. A claim by the contractor for a loss caused by any such eventuality will not be entertained by the Government.

### **37. Contractor to supply plant, ladders, scaffolding, etc.**

The contractor shall supply at his own cost all materials (except such materials, if any as may in accordance with the contract be supplied from the departmental store) constructional plants, tools, appliances, implements, ladders, cordage, tackles, scaffoldings and temporary works, requisite or proper for the execution of the works, whether original, altered or substituted, and whether included in the specifications or other documents forming part of the contract referred to in these conditions or not, or which may be necessary for the purpose of satisfying or complying with the requirements of the PD/ PSCA as any matter as to which under these conditions he is entitled to be satisfied, or which he is entitled to require together with carriage therefore, to and from the work. The contractor shall also supply without charge the requisite number of persons with the means and materials necessary for the purpose of setting out works, and counting, weighing, and assisting in measurement or examination at any time, and works to be under direction of PD/ PSCA from time to time of the work or materials. Failing his so doing, the same may be provided by the PD/ PSCA at the expense of the contractor, and the expenses may be deducted from any money due to the contractor under the contract, or from his security deposit. The contractor shall also provide all necessary fencing and lights required to protect the public from accident, and shall be bound to bear the expenses of defense of every suit action or other proceedings at law that may be brought by any person for injuries sustained by him owing to neglect in taking the above precautions and to pay any damages and costs which may be awarded in any such suit, action or proceedings to any such person, or which may with the consent of the contractor be paid to compromise any claim by any such person.

### **38. Notice to be given before the work is covered up.**

The contractor shall give not less than five days' notice in writing to PSCA/ PD or his subordinates in charge of the work, before covering up or otherwise placing beyond the reach of measurement any work in order that the same may be measured, and correct dimensions thereof be taken before the same is so covered up or placed beyond the reach of measurement and shall not cover up or place beyond the reach of measurement any work without the consent in writing of the PD/ PSCA or his subordinate in charge of the work.

If any work is covered up or placed beyond the reach of measurement, without such notice having been given and consent obtained, the same shall be uncovered at the contractor's expenses, and no payment or allowance shall be made for such work or the materials with which the same was executed.

### **39. Contractor's employees**

The contractor shall provide and employ on the site for the purpose of and in connection with the execution and maintenance of the work under the contract: -

- (a) Only such engineer and technical assistance as are skilled and experienced in their respective callings, and such sub-agents, foremen and leading hands as are competent to give proper supervision of the work, they are required to supervise, and
- (b) Such skilled, semi-skilled and unskilled labour as is necessary for the proper and timely execution and maintenance of works under the contract.

### **40. Removal of contractor's employees**

(i) The PD / PSCA shall have full powers at all times to object to the employment and to require the contractor to remove forthwith from the site, the agent, workman, foreman or any other person employed by the contractor or any sub-contractor, who in the opinion of the PD / PSCA misconducts himself or is incompetent or negligent in the proper performance of his duties or whose employment is otherwise considered by the PD to be undesirable, and the contractor shall comply with the request forthwith.

(ii) No such agent, workman, foreman or other employees after his removal from the work by request of the PD / PSCA shall be re-employed or reinstated by the contractor for the purposes of and in connection with the contract at any time, except with the prior approval in writing of the PD / PSCA.

### **42. Damage to persons and property**

The contractor shall indemnify and keep indemnified the PSCA/ Government against all losses and claims for injuries or damage caused to any person or any property whatever, (other than surface or other damage to land or crops being on the site suffered by tenants of occupants) which may arise out of or in consequence of the construction and maintenance of the works and against all claims, demands, proceedings, damages, costs, charges and expenses whatever in respect of or in relation thereto. Provided always that nothing herein contained shall be deemed to render the contractor liable for, or in respect of or to indemnify the PSCA/ Government against any compensation or damages for or with respect to:-

- a) The permanent use or occupation of land by the works or any part thereof or (save as hereinafter provided) surface or other damage as aforesaid.

- b) The right of the PSCA/ Government to construct the works or any part thereof on, over, under, in or through any land.
- c) Interference whether temporary or permanent with any right of light, air, way or water, or other assessment of quasi-easement, which is the unavoidable result of the construction of the works in accordance with the contract.
- d) Injuries or damage to persons or property resulting from any act or neglect done or committed during the currency of the contract of the PSCA/ Government, its agents, servants or other contractors (not being employed by the contractor) or for or in respect of any claims, demands, proceedings, damages, costs, charges, and expenses in respect thereof or in relation, thereto.

Provided further that for the purposes of this clause the expression "the site" shall be deemed to be limited to the Area define in the specification or shown on the drawings in which land and crops will be disturbed or damaged as an inevitable consequence of carrying out the works.

#### **43. Giving of notices and payment of fees.**

The contractor shall give all notices, and at his own cost pay all fees, required to be given or paid by any national or state statute, ordinance or other laws any regulation or by-laws of any local or other duly constituted authority in relation to the execution of the works or of any temporary work works and by the rules and regulations of all public bodies and companies whose property or rights are affected or may be affected in any way by the works or any temporary works.

#### **44. Quantity of materials and workmanship and tests**

All materials and workmanship shall be of the respective kinds described in the contract and in accordance with the instructions of the PD/ PSCA and shall be subjected from time to time to such tests as the PD/ PSCA may direct at the place of manufacture or fabrication or on the site or at all or any of such places. The contractor shall provide such assistance, instruments, machines, labour and materials as are normally required for examining, measuring and testing any work and the quality, weight or quantity of any material used and shall supply samples of materials before incorporation in the works for testing, as may be selected and required by the PD/ PSCA.

#### **45. Cost of samples**

All samples shall be supplied by the contractor at his own cost if the supply thereof is clearly intended by or provided for in the specifications or bill of quantities but if not then at the cost of the Government.

#### **46. Cost of tests**

The cost of making any test shall be borne by the contractor if such test is clearly intended by or provided for in the specification or bill of quantities and (in the cases only of a test under load or of a test to ascertain whether the design or any finished or partially finished work is appropriate for the purposes which it was intended to fulfill) is particularized in the specification or bill of quantities in sufficient detail to enable the contractor to price or allow for the same in his tender.

#### **47. Cost of tests etc not provided for**

If any test is ordered by the PD/ PSCA which in either:-

- a) Not so intended by or provided for; or
- b) (in the cases above mentioned) is not so particularized; or
- c) Through so intended or provided for is ordered by the PD/ PSCA to be carried out by an independent person at any place other than the site or the place of manufacture or fabrication of the materials tested.

Then the cost of such test shall be borne by the contractor if the test shows the workmanship or materials not to be in accordance with the provisions of the contract or the instructions of the PSCA/ PD.

#### **48. Constructional material fittings. etc. to conform to representative samples approved by PD**

Before any constructional material, fittings are brought to the site of work, the contractor shall submit to the PD or its representative samples of the material fittings, etc., he proposes to use. The samples after approval will be retained by the PD in his custody and the contractor shall be responsible for ensuring that materials and fittings, etc., conforming to such samples are used throughout the contract, failing which the material, fittings, etc., will not be accepted and shall be removed forthwith from the site of work if so desired by the PD/ PSCA.

#### **49. Action and compensation payable in cases of bad work**

If it shall appear to the PD/ PSCA or to his subordinate in charge of the work, that any work has been executed with unsound, imperfect, or unskillful workmanship or that any materials or articles provided by him for the execution of the work are unsound, or of a quality inferior to that contracted for, or otherwise not in accordance with the contract the contractor shall on demand in writing from the PD specifying the work, materials or articles complained of notwithstanding that the same may have been inadvertently passed, certified and paid for, forthwith rectify, remove and reconstruct the work so specified in whole or in part, as the case may require, or as the case may be, remove the materials or articles so specified

and provide material as originally contracted or articles at his own proper charge and cost, and in the event of his failing to do so within a period to be specified by the PD in his demand aforesaid, then the PD may rectify or remove and re-execute the work, remove and replace with others, the materials and articles complained of, as the case may be, by his own workman or by other contractor and recover from the contractor towards the cost thereof a sum equal to the sum actually incurred by the PD/ PSCA (whose certificate as to the amount of the work shall be final and binding on the parties plus departmental charges on the amount so incurred equal to ten (10) percent or such smaller amount as the PD/ PSCA (whose decision in writing shall be final) may decide, and deduct the same from any money due or that becomes due to the contractor under this contract or on any account whatsoever, due by PSAC to the contractor. Measures of rectification will be decided by the PD/ PSCA and may include additional work necessary to strengthen or set right the unusual work carried out by the contractor.

## **50. Variation Order**

A Variation Order may be issued by the PD/ PSCA at its own choice and requirement and the contractor shall complete such variation order within the time settled between the parties. In such case the Contractor shall be paid for such work under the conditions and the rates and prices set out in the Schedule/ variation order.”

The Contractor may, at any time, submit to the Employer a written proposal which in the Contractor's opinion will reduce the cost of constructing, maintaining or operating the works, or improve the efficiency or value to the Employer of the completed Works or otherwise be of benefit to the Employer. Any such proposal shall be prepared at the cost of the Contractor. However Employer is not bound to accept such proposal.

## **51. Bills to be submitted on prescribed form.**

The contractor shall submit all bills on the form prescribed by the PSCA to be had on application at the office of the PD/ PSCA and the charges in the bills shall always be entered at the rates specified in the tender (bid schedule) or in the case of any extra work ordered in pursuance of the conditions and not mentioned or provided for the tender, at the rate hereinafter provided for such works.

## **52. Bills to be submitted monthly or as Decided**

The contractor shall submit each month or as decided by the parties on or before the date fixed by PSCA a bill, on the basis of measurements carried out by the contractor through his own staff, for all works executed in the previous month, and the PD shall take or cause to be taken the requisite measurements for the purpose of having the same verified and the claim, as for as admissible adjusted, if possible, before the expiry of ten days from presentation of the bill subject to the condition laid down in item(s) of the

memorandum of work. If the contractor does not submit the bill within the time fixed as aforesaid, the PD may depute a subordinate to measure up the work in the presence of the contractor or otherwise and the PD may prepare a bill from such measurements, which shall be binding on the contractor in all respects.

### **53. Payment of items with imbalance rates**

If a contractor quotes such disproportionate rates in his tender which deviate from the rates provided in the technically sanctioned estimate, the payment of items whose rates are lower will be made at tendered rate(s) in full on the execution of items (s) but the payment of item whose rates are higher shall be made at the rates depicted in technically sanctioned estimate, on the execution of such items, the balance payment shall be withheld by PSCA/ PD till the completion of the work of items for which low rates have been quoted.

### **54. Deduction of security deposit**

At the time of making any payment to the contractor for the work done under this contract, the PSCA shall retain from the amount so payable to the contractor, the amount of security deposit at the percentage rate specified in the contract/ item(d) of the memorandum of work annexed hereto. The bid security/ performance guarantee etc. of the contractor on execution of the contract, will however, be adjusted towards the amount of such security deposit to be retained from the amount of his first bill of the work done by him and payable to the contractor under this contract.

All compensations of other sums of money payable by the contractor to PSCA under the terms of this contact may be deducted from the amount of his security deposit of the contract or from any sums which may be due or may become due to the contractor by PSCA on any account whatsoever, and in the event of his security deposit being reduced by such deductions, the contractor shall, within ten days thereafter, make good in cash any sum or sums which may have been deducted from his security deposit, or may be made good through additional deductions from his bill or dues.

### **55. Retention of Payment**

If at any time any payment would fall due for Works or part of Works and, if there shall be any defect in part of such Works in respect of which such payment is proposed, the Employer may retain the whole or any part of such payment. Any sum retained by the Employer pursuant to the provisions of this Clause shall be paid to the Contractor after the said defect is removed.

### **56. Payment by Measurement**

Save as otherwise, the work shall be measured for the units mentioned in the Schedule of Prices according to the Contract as determined by the

PM/Engineer from approved drawings, Specifications and Contract Documents.

### **57. Withholding of Payment**

Save as otherwise if the Works or any part thereof are not being carried out to the PM/Engineer's satisfaction and in order to protect the Employer from loss on account of:

- (a) defective work not rectified
- (b) guarantees not met
- (c) claims filed against the Contractor
- (d) failure of the Contractor to make payments due for Plant procured or labour employed by him.
- (e) damage to any other contractor employed by the Employer.
- (f) Contractor's non-compliance with the Contract
- (g) any Government dues recoverable from the Contractor if notified by the Government

The PM/Engineer may notify withholding of such payments or part thereof as may, in his opinion, be related to the aforesaid reasons/grounds or any other cogent and solid/ judicious ground. When the reasons/grounds for withholding the payment are removed by the Contractor, the PM/Engineer shall upon being satisfied to that effect issue Certificate of Payment in respect of withheld amounts.

### **58. Time limit for unforeseen claims**

Under no circumstances whatsoever shall the contractor be entitled to any compensation on account of the contract unless the contractor shall have submitted claim in writing to the PD within one month of the cause of such claim occurring.

### **59. Employer's Risks**

“In addition to any other the Employer's Risks are:

- (a) (Insofar as they relate to Pakistan) war and hostilities (whether war be declared or not), invasion, act of foreign enemies
- (b) (Insofar as they relate to Pakistan) rebellion, revolution, insurrection, military or usurped power or civil war

- (c) ionizing radiation or contamination by radioactivity from any nuclear fuel, radio-active toxic explosives or other hazardous properties of any explosive nuclear assembly or nuclear components thereof
- (d) pressure waves caused by aircraft travelling at sonic or supersonic speed
- (e) (Insofar as they relate to Pakistan) riot, commotion or disorder, unless solely restricted to the employees of the Contractor or of his Subcontractors
- (f) use or occupation of the Work or any part thereof by the Employer
- (g) fault, error, defect or omission in the design of any part of the Works by the Engineer/ Employer or those for whom the Employer is responsible for which the Contractor has disclaimed responsibility in writing within a reasonable time after the receipt of such design
- (h) the use or occupation of the Site by the Works or any part thereof, or for the purposes of the Contract: or interference, whether temporary or permanent with any right of way, light, air or water or with any easement, way leaves or right of a similar nature which is the inevitable result of the construction of the Works in accordance with the Contract
- (i) the right of the Employer to construct the Works or any part thereof on, over, under, in or through any land
- (j) damage (other than that resulting from the Contractor's method of construction) which is the inevitable result of the construction of the Works in accordance with the Contract
- (k) the act, neglect or omission or breach of contract or of statutory duty of the Engineer, the Employer or other contractors engaged by the Employer or of their respective employees or agents.”

## 60. Procurement of Insurance Policies

The Contractor shall procure and submit the insurance cover under this Clause within a period of 28 days from the date of receipt of Letter of Acceptance from the Employer.”

## 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. That all members of JV are eligible and competent to meet and fulfil required criteria and out of them one of JV partner is independently eligible to fulfil any of one condition of the evaluation criteria established by the procuring agency.
- viii. 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]

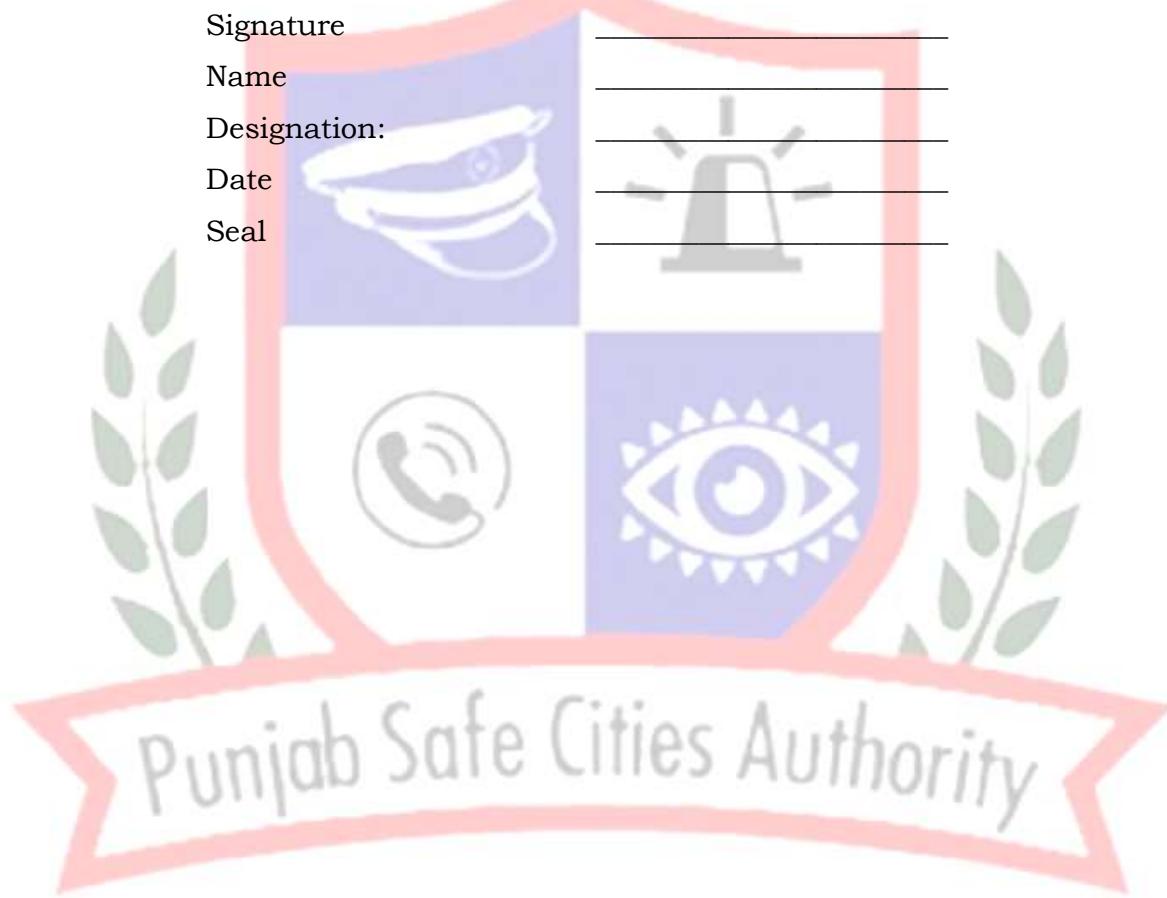
Signature \_\_\_\_\_

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
<b>TECHNICAL PROPOSAL</b>		
<b>1.</b>	Bidding Forms	
<b>2.</b>	Legal Status of the bidder (Incorporation Certificate- <i>showing its location and the date of registration etc.</i> -, partnership deed & Form C/D (as applicable) Affidavit and any other valid supporting document in case of sole proprietorship)	
<b>3.</b>	Proof of valid Income Tax Registration (NTN)	
<b>4.</b>	Proof of valid Punjab Sales Tax & General Sales Tax	
<b>5.</b>	Proof of valid Professional Tax Certificate. FY (2022-23) In case; Professional Tax Certificate is applied for current financial year i.e. 2022-2023 then receipt shall be attached along with 2021-2022 Professional Tax Certificate	
<b>6.</b>	Bidding Documents Fee – Evidence shall be pasted outside of the main envelope, the evidence shall be presented at the time of bid submission	
<b>7.</b>	Bid Security (Original) attached with Technical Bid/proposal	
<b>8.</b>	Signed & stamped Bidding Documents and all attachment documents	
<b>9.</b>	Submission of undertaking of legal duly stamped (PKRs. 100/=one hundred Rupees) and signed that the firm, company, is not blacklisted or involve in any corrupt or illegal practice or banned or declared ineligible / blacklisted by any procuring agency/PPRA	
<b>10.</b>	The valid authorization letter from the bidder to its representative to attend the bid opening meeting on bidder's behalf and original identity card or any other legal proof of the bidder/representative.	
<b>11.</b>	Bank Statement for the last financial year as required in the bidding documents. (Signed & stamped).	
<b>12.</b>	Proof of Relevant Experience & Financial Capability	
<b>13.</b>	Undertaking for Non-Disclosure of Information	
<b>14.</b>	All other supporting Documents as required under Evaluation Criteria.	
<b>FINANCIAL PROPOSAL</b>		
<b>15.</b>	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.