

**BIDDING DOCUMENT**

**FOR**

**PROCUREMENT OF CELLULAR SERVICES FOR PSCA**

**Tender No: PSCA/24/28<sup>th</sup> April/2023**

**PUNJAB SAFE CITIES AUTHORITY**

**P S C A**

**Date: April 28, 2023**

## **DISCLAIMER**

1. This request for bidding documents has been prepared by the Punjab Safe Cities Authority (“PSCA”). This request constitutes no commitment on the part of the PSCA to enter into any arrangements with any (Original Equipment Manufacturer) or with any other person /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.
3. These bidding documents do not constitute an agreement; its sole purpose is to provide interested bidders with information that may be useful to 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 theses 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.
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 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 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 shall have the effect of negating or suspending any of the disclaimers set forth herein.
12. This PSCA reserves the right to withdraw from or cancel this bidding process or any part thereof, or to vary any of its term at any time, without incurring any financial obligation in connection therewith.



# INVITATION FOR BIDS



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

## **PROCUREMENT OF CELLULAR SERVICES FOR PSCA**

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**) & PPRA (**www.ppra.punjab.gov.pk**).

Sealed and completed bids in accordance with the requirement of the bidding documents must be reached in this office on or before **PST 1130 hours on May 19, 2023** which **shall be opened on the same date** in the presence of bidder's representative (who chose to attend) at **PST 1200** hours in the office of PSCA.

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

#### **A. Introduction**

##### **1. Punjab Safe Cities Authority**

1.1 Punjab Safe Cities Authority (PSCA) is established and functioning in Qurban Lines, Lahore.

1.2 PSCA has sufficient funds for this tender, subject to the approval of the competent authority for the said procurement.

##### **2. Eligible Bidders**

2.1 This Invitation for Bids is open to all person's, except as provided hereinafter. Bidder must meet the requirements as described in this bidding Document.

2.2 Government-owned enterprises may participate only if they are legally and financially autonomous, if they operate under commercial law, and if they are not a dependent agency of the Government and allowed for that.

2.3 Bidders shall not be under a declaration of blacklisting by any Government department or Punjab Procurement Regulatory Authority (or any PPRA) or involved in any corrupt practice or facing such case anywhere.

2.4 Each bidder is allowed to submit only one bid. In case a bidder submits more than one bid it's all bids shall be rejected.

2.5. Joint Venture (JV) is not allowed for this tender.

##### **3. Scope of Services**

3.1. PSCA intends to **Procure Cellular Services for PSCA** as provided in the Section IV of this bidding document.

3.2. Bidder shall appoint Project Coordinator/Manager for this tender to coordinate with Punjab Safe Cities Authority and all relevant departments.

##### **4. Cost of Bidding**

4.1 The bidder shall bear all costs associated with the preparation and submission of its bid, and the PSCA will in no case be responsible or liable

for those costs, regardless of the conduct or outcome of the bidding process.

## B. The Bidding Documents

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

- a. Instructions to bidders (ITB);
- b. Bid Data Sheet with Bid Evaluation Criteria (dually signed & stamped)
- c. Specification of Bids;
- d. Preparation of Bids;
- e. Price Schedule;
- f. Bid Submission Form;
- g. Technical & Financial Bids;
- h. Performance Guarantee Form;
- i. Service Delivery time or completion time/ schedule, Payment milestone;
- j. Contract Forms;
- k. General Conditions of Contract (GCC);
- l. Special Conditions of Contract (SCC);
- m. Any other / subsequent from if any;

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

**6. Clarification of Bidding Documents** 6.1 A prospective bidder requiring any clarification of the bidding documents may notify the PSCA in writing or by email at the Punjab Safe Cities Authority's address seven (07) calendar days before to the closing date and time of the bids or as per decision of PSCA.

6.2 Pre-bid meeting may be called by the PSCA at its own or to clarify the bidding document and the minutes of Pre-bid meeting shall be part of these bidding documents. But it is the sole discretion of the PSCA which can't be claim by any bidder as a right.

**7. Amendment of Bidding Documents** 7.1 At any time prior to the deadline for submission of bids, PSCA, for any reason, whether at its own initiative or in response to a clarification requested by

a prospective bidder, may modify the bidding documents by amendment.

7.2 All prospective bidders that have submitted the bidding documents will be notified of the amendment in writing or by email, and will be bidding on them.

7.3 In order to allow prospective bidders reasonable time to incorporate the amendment (if any) in account to preparing their bids, the PSCA, at its discretion, may extend the deadline for the submission of bids.

### C. Preparation of Bids

#### 8. Language of Bid

8.1 The bid prepared by the bidder, as well as all correspondence and documents relating to the bid exchanged by the bidder and the PSCA shall be written in English language specified in the Bid Data Sheet. Supporting documents and printed literature furnished by the Bidder may be in same language.

8.2 In case of any other language, the authentic copy of the translation & translated document shall be enclosed and in case of any ambiguity the true contract / copy shall be prevailed.

#### 9. Documents Comprising the Bid

9.1 The bid prepared by the Bidder shall comprise the following components:

- (a) A Bid Form and a Price Schedule completed in accordance with relevant provisions of ITB and evaluation criteria;
- (b) Documentary evidence established in accordance with relevant provision of ITB that the Bidder is eligible to bid and is qualified to perform the contract if its bid is accepted;
- (c) Documentary evidence established in accordance with relevant ITB Clause that the services and ancillary goods (if any) to be supplied by the bidder/Supplier are conform to the bidding documents; and
- (d) Bid security furnished in accordance with relevant ITB Clause or any other information required by PSCA.

#### 10. Bid Form

10.1 The Bidder shall complete the Bid Form and the appropriate Price Schedule furnished in the bidding documents, indicating the services provided and

	delivery of any items regarding the provision of services.
<b>11. Bid Prices</b>	<p>11.1 The Bidder shall fill up the Performa provided in the bidding document as required and submit.</p> <p>11.2 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account, unless otherwise specified in the Bid Data Sheet. A bid submitted with an <b>adjustable price / Optional quotation</b> will be treated as nonresponsive and rejected.</p>
<b>12. Bid Currencies</b>	12.1 Prices shall be quoted in <b>Pak Rupees</b> unless otherwise specified in the Bid Data Sheet.
<b>13. Documents Establishing Bidder's Eligibility and Qualification</b>	<p>13.1 Pursuant to relevant provision of ITB, the Bidder shall furnish, as part of its bid, documents establishing the Bidder's eligibility to bid and its qualifications to perform the contract if its bid is accepted.</p> <p>13.2 The documentary evidence of the Bidder's eligibility to bid shall establish to the PSCA satisfaction that the Bidder, at the time of submission of its bid, is eligible as defined under relevant provision of ITB.</p> <p>13.3 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the PSCA satisfaction:</p> <ul style="list-style-type: none"> <li>(a) that the Bidder has the financial, technical, managerial and production capability necessary to perform the contract;</li> <li>(b) That the Bidder meets the qualification criteria listed in the Bid Data Sheet.</li> </ul>
<b>14. Conformity to Bidding Documents</b>	<p>14.1 Pursuant to relevant provision of ITB, the Bidder shall furnish, as part of its bid, documents establishing the eligibility and conformity to the bidding documents of all services and ancillary goods (if any) related to such services, which the Supplier/ Bidder proposes to provide under the contract.</p> <p>14.2 Documentary evidence of the eligibility of the bidder in form of literature, letter, work plan, scope of work etc.</p>
<b>15. Bid Security</b>	15.1 Pursuant to relevant ITB Clause, the Bidder shall furnish, as part of its bid, a bid security in the amount specified in the Bid Data Sheet.

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

15.3 Unsuccessful bidders' bid security will be discharged or returned as promptly as possible the expiration of the period of bid validity prescribed by the PSCA pursuant to relevant ITB Clause as per PPRA rules 2014 (amended to date). The bid security of successful bidder shall be released after receiving of valid performance guarantee and/or contract signing.

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

- (a) If a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form; or
- (b) In the case of a successful Bidder, if the Bidder fails:
  - I. To sign the contract in accordance with requirements
  - II. To furnish performance guarantee in accordance with relevant ITB Clause.
  - III. To submit its bid in accordance with the conditions of knock out clause / basic requirement or in case of any false information or submission a fake documents or in case of any illegal / fraudulent practice.

#### **16. Period of Validity of Bids**

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

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

#### **D. Submission of Bids**

#### **17. Sealing/ Signing &**

17.1 The Bidder shall seal the bid(s) (technical and financial) in separate envelopes after duly marking each page and stamping, signing of the bid(s) (each

**Marking of Bids**

pages) and then separately in an outer envelope. The Bidder. Bidder than pack the both envelopes in main envelope with clear name, address of the Bidder & PSCA and tender title.

- 17.2. PSCA will technically evaluate and compare the bids, which have been determined to be substantially responsive, as per Specifications/ sample/ Requirement/ Evaluation criteria.
- 17.3. Technical responsive bidders shall be intimated accordingly and the technical disqualified/ irresponsible bidder may collect their financial bid subject to submitting an application to PSCA with the contents that he/it is satisfied with the technical results announced by PSCA and shall not object to this process before any legal forum/court.
- 17.4. If any technically disqualified bidder showed his/its dissatisfaction on the technical evaluation report/ results its financial bid(s) shall be retained and shall be returned accordingly.
- 17.5. PSCA shall **financially evaluate** bid/ bids and the quoted price shall be inclusive of all prevailing taxes and duties, if otherwise not mentioned.

**18. Deadline for Submission of Bids**

- 18.1 Bids received by the PSCA at the address specified must not later than the time and date specified in the Tender.
- 18.2 PSCA may, at its discretion, extend this deadline for the submission of bids by amending the bidding documents in accordance with applicable laws.

**19. Late Bids**

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

**20. Withdrawal of Bids**

- 20.1 The Bidder may withdraw its bid after the bid's submission, provided that written notice of the withdrawal that received in the office of PSCA prior to one day of the deadline prescribed for submission of bids.
- 20.2 The Bidder's withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of said ITB Clauses. A withdrawal

notice may also be sent by email, but followed by a signed confirmation copy, postmarked no later than the one day prior to deadline for submission of bids (That request/mail shall reach in PSCA within –in office hours- before the day stated above).

#### **E. Opening and Evaluation of Bids**

##### **21. Process of Procurement**

21.1 The process provided in these bidding documents shall be followed that is not contrary to the method provided in the PPRA Rules, 2014 titled as "**SINGLE STAGE TWO ENVELOP**", if otherwise it is not mentioned.

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

22.1 The PSCA through its bid opening committee (BOC) dully notified will open all bids in the presence of bidders' representatives who choose to attend, at the time, on the date, and at the place specified in the Bid Data Sheet. The bidders' representatives with authorization letter and original Identity Card who are present shall sign an attendance sheet evidencing their presence.

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

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

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

23.1 During evaluation of the bids/prior the signing of the contract, the PSCA through its Technical Evaluation Committee (TEC) and Financial Evaluation Committee (FEC) may, at its discretion, ask the Bidder for a clarification of its bid for the following among others;

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

- 23.2. The request for clarification and the response shall be in writing, and no change in the prices or substance of the bid shall be sought, offered, accepted or permitted.
- 23.3. The PSCA, at any level prior and after the contract execution may ask the supplier to monitor/examine the services to confirm their conformity to the Contract specifications.
- 23.4. The Supplier/ bidder to present the proposed solution/methodology/clarifications within three (03) days or as and when required after the submission of bid if required.

#### **24.Preliminary Examination**

- 24.1 The PSCA will preliminary examine the received bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, whether the bids are generally in order and whether the bidding document fee is paid.
- 24.2 The PSCA (Competent Authority i.e., Managing Director) may waive any minor informality, non-conformity, or irregularity in a bid which does not constitute a material deviation or change the substance of the bid, provided such waiver does not prejudice or affect the relative ranking of any Bidder.
- 24.4 At the stage of preliminary examination (after opening of the bids) no bid shall be returned or rejected.

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

- 25.1 In the absence of prequalification, the PSCA will determine to its satisfaction whether the Bidder is qualified to perform the contract satisfactorily, in accordance with the Evaluation Criteria.
- 25.2 The determination will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB relevant Clause(s), as well as such other information, as the PSCA deems necessary and appropriate.
- 25.3. In case any bid has been declared/ announced technically irresponsible/ disqualified by the technically evaluation committee of PSCA, such bidder(s) may submit its/ their grievance to the Grievance Redressal Committee dully notified by PSCA within three(3) days after such announcement of irresponsible/ disqualification.

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

25.5 The technical responsive bidders shall be intimated accordingly and the technical disqualified/ irresponsible bidder may collect their financial bid subject to submitting an application to PSCA with the contents that he/it is satisfied with the technical results announced by PSCA and shall not object against this process before any legal forum/court.

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

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

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

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

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

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

25.11 Bidders are expected to submit true and genuine documents, bid/performance securities along with its bid. Nevertheless, genuineness of the bid security/performance guarantee/submitted documents shall be verified from the concerned financial institutions/ offices/ authorities and in case of such documents/instruments found bogus/forged/false or

fabricated, strict legal action shall be initiated against the bidder in addition to forfeiture of its bid security and blacklisting.

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

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

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

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

**28. Award Criteria** 28.1 Subject to relevant provision of ITB, the PSCA will award the contract to the successful Bidder whose bid has been determined to be substantially responsive in accordance with the evaluation criteria and has been determined to be the lowest evaluated bid as defined in PPRA Rules 2014.

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

**29. Punjab Safe Cities Authority's Right to vary Quantities at Time of Award** 29.1 The PSCA reserves the right at the time of contract awarding to add/delete the quantities or/and terms and conditions, originally specified in the Schedule of Requirements or Payment Milestone without any change in unit price in accordance with prevailing rules & regulations or sign a contract/Framework contract.

**30. Punjab Safe Cities Authority's Right to Accept or Reject All Bids** 30.1 The PSCA reserves the right to reject all bids, or any lot in case of more than one lot and to annul the bidding process at any time prior to contract award. In such rejection, PSCA shall incur no liability, solely or by virtue of its invoking the clause of rejection towards the bidder (s) or any

obligation to inform the Bidder or bidders the grounds for the rejection of bids.

### **31. Notification of Award**

31.1 Prior to the expiration of the period of bid validity, the PSCA will notify the successful 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 bidders cannot make any claim or specific as a vested right on this ground.

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

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

32.1 After notifications to the successful Bidder that its bid has been accepted, the successful bidder will send the same notification to the PSCA after signing and stamping within a week or before/after. Subsequently, the stamp paper for the Contract shall be provided by the bidder within seven (07) days (or extendable date or as per requirement by the PSCA).

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

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.

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

### **33. Commencement of the Contract**

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

**34. Integrity Pact**

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

**35. Performance Guarantee**

35.1 Within Seven (07) days or as per requirement of PSCA of the receipt of notification of award from the Punjab Safe Cities Authority, the successful Bidder shall furnish the performance guarantee (if required) in accordance with the Conditions of Contract, on the Performance Guarantee Form provided in the bidding documents, or in another form acceptable to the Punjab Safe Cities Authority.

35.2 Failure of the successful Bidder to comply with the requirement of relevant ITB Clauses or any other requirement shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security/black listing, in which event or on any other reason deems appropriate, the PSCA may make the award to the next lowest evaluated Bidder or call for new bids.

**36. Corrupt or Fraudulent Practices**

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

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

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

**37. Grievance Redressal Committee**

37.1 In case any bid has been declared/ announced technically irresponsible/ disqualified by the technically evaluation committee of PSCA, such bidder(s) may submit its/ their grievance to the Grievance Redressal Committee duly notified by PSCA within three (03) days after such announcement of irresponsible/ disqualification. After the expiry of three days as provided herein, **No** grievance shall be entertained on any technical disqualification/ irresponsiveness ground by PSCA. It is also clarified that disqualification of a bidder or any other bidder includes in

this clause, e.g. if any bidder intends to challenge the qualification/ responsiveness of any bidder(s) the limitation remained same as stated here above.

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

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

### **38. Resolution of Disputes**

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

38.2 The matter shall be referred to Managing Director PSCA in case of employer and Supplier are not agreed or dispute is unsettled after 30 days who shall decide the matter in accordance with prevailing laws after affording opportunity of hearing to the parties whose decision shall be final.

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

### **39. General Guidelines for the Supplier**

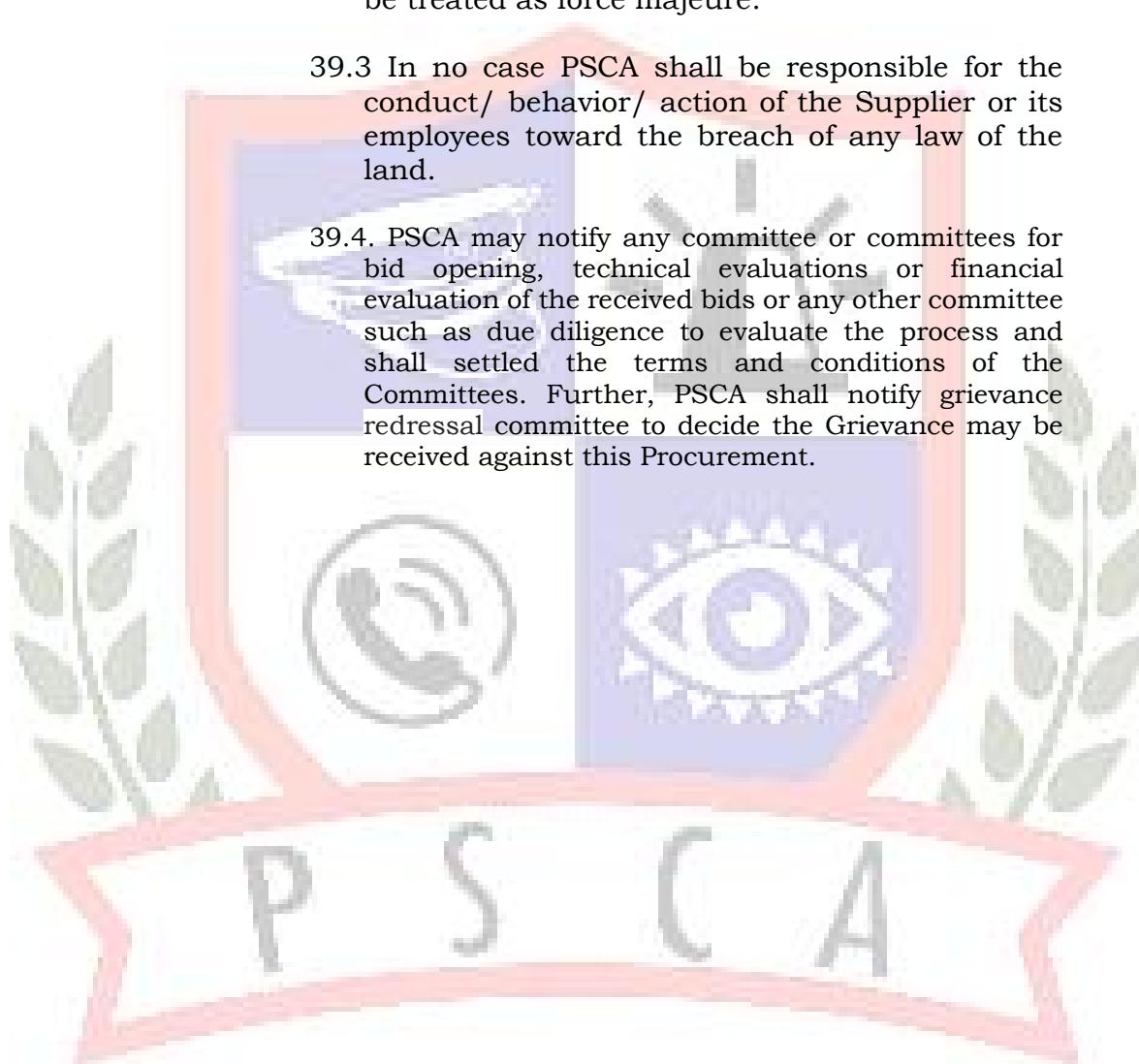
39.1 In case of any illness/ injuries/ causality resulting from any accident to the staff of Supplier; PSCA shall not take any responsibility for the same toward compensation, medical

care or meeting any/all medical expenses incurred for the same.

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

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

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

#### **Introduction**

##### **PUNJAB SAFE CITIES AUTHORITY**

##### **Name of Project: PROCUREMENT OF CELLULAR SERVICES FOR PSCA**

For clarification purposes, the Employer's address is: **PSCA – PPIC3 Center, Qurban Lines, Lahore. Phone # : 042-99051605-7** and **Email: [procurement@psca.gop.pk](mailto:procurement@psca.gop.pk)**

Requests for clarification shall be received by the PSCA no Later than **07 days** prior closing date / bid submission date.

Language of the bid – English

#### **Bid Price and Currency**

The price quoted shall be delivered duty paid in accordance with the Schedule of Requirements including all payment taxes.

The price shall be in **Pak Rupees (including all applicable taxes)** and shall be fixed subject to verification.

#### **Preparation and Submission of Bids**

##### **EVALUATION CRITERIA:**

##### **Eligibility Criteria: (Mandatory Requirements):**

The bidder has to fulfil all mandatory requirements detailed below, in order to **Technically Qualify** for the assignment. The interested bidder/Supplier to provide documentary evidences against the below mentioned requirements:

- a. Legal Status of the bidder (s) (Incorporation Certificate (*showing its location and the date of registration and original ID card etc.*), Partnership Deed or Form C/D (whichever is applicable) Affidavit/Undertaking on non-judicial stamp paper of Rs. 100 in case of Sole Proprietorship
- b. Proof of valid Income Tax Registration (NTN)
- c. Proof of valid Punjab Sales Tax/ General Sales Tax
- d. Proof of valid Professional Tax Certificate.
- e. Bidding Document Fee – Evidence shall be pasted outside of the main envelope, the evidence shall be presented at the time of bid submission.
- f. Bid Security attached with Technical Bid/proposal.
- g. Signed & stamped bidding document and all attachments (attachments & statements)
- h. 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 and that all the provided information by the bidder is true and that the bidder shall comply to all requirements/specifications as mentioned in the Bidding document.

- i.** Proof of Relevant Experience
- j.** Audited Financial Statement 2021-2022 (1<sup>st</sup> July-2021 till 30<sup>th</sup> June, 2022) or Bank Statement for the last year from 1<sup>st</sup> July, 2021 to 30<sup>th</sup> June, 2022. (Signed & stamped);
- k.** Availability of 4G/LTE Technology
- l.** Bidders are required to meet the threshold of -95 dBm or above for 4G/LTE signal strength samples of Reference Signal Receive Power (RSRP) and 10 dB or above for SINR with 95% confidence level in each PSCA Department Offices/ complete PSCA Building.
- m.** Bidders shall conduct the walk test of each floor of PSCA premises and submit the subsequent report of same along with the technical bid proposal in order to meet aforesaid requirement.

#### **Amount of Bid Security:**

The required bid security is **PKRs. 100,000/-** that is not more than 5% of the estimated cost i.e. **PKR 2,967,620** in accordance with the Punjab Procuring Rules 2014.

Bids shall be in the prescribed format, sealed and accompanied by the Bid Security in the form of Call Deposit Receipt (CDR) in favor of **Chief Operating Officer Punjab Safe Cities Authority**, **Account# PK07BPUN6580045845500064 (Bank of Punjab)** having NTN: 7129125-0 having its **validity 180 days** from the date of opening of bid that shall be **annexed with the technical proposal (bid)**.

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

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

Deadline for **Bid Submission: May 19, 2023** no later than **1130 Hours**

**Time, Date, and Place for Bid Opening: May 19, 2023 at 1200 Hours** PSCA Office.

#### **Bid Evaluation**

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

#### **Contract Award**

The Bidder whose bid found the Lowest Evaluated Bid as per requirement of PSCA may be called for the execution of the contract and the terms and conditions shall be decided, accordingly.

#### **Note:**

1. Original CNIC, in case the owner of the firm/company attend the Bid Opening and the valid authorization letter from the bidder to its representative is

required in order to attend the bid opening meeting on bidder's behalf and original identity card or any other legal proof of the bidder/representative.

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



### Section-III

### EVALUATION CRITERIA

<b>Sr. #</b>	<b>Description</b>	<b>Max. Marks</b>	<b>Marking Criteria</b>	<b>Documents Required</b>
1.	Number of Years of Existence of Firm	10	<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	<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.	Satisfactory Certificates (provision of satisfactory services to Clients) from respective clients	10	<ul style="list-style-type: none"> <li>]/ 05 Projects or more = 10 Points</li> <li>]/ 04 Projects = 08 Points</li> <li>]/ 03 Projects = 06 Points</li> <li>]/ 02 Projects = 04 Points</li> <li>]/ 01 Project = 02 points</li> </ul>	Satisfactory Service provision Certificate/Valid Supporting document
<b>Total Marks =50</b>		<b>Minimum Passing Marks = 30</b>		
<b>The bidder has to score minimum passing score in each criterion in order to technically qualify the assignment.</b>				

## Section-III

### Schedule of Requirements

TABLE 1 **DELIVERY SCHEDULE OF GOODS**

Sr #	Location	Delivery Time Period
I	<b>PSCA- PPIC3 Centre, Qurban Lines, Lahore</b>	The Contractor shall be required to start provision of <b>Cellular Services</b> for PSCA within three weeks (21 days) after the signature of contract/ issuance of notification or as per agreement if contrary to above time period.

## Section IV

### Technical Specifications

#### CELLULAR SERVICES

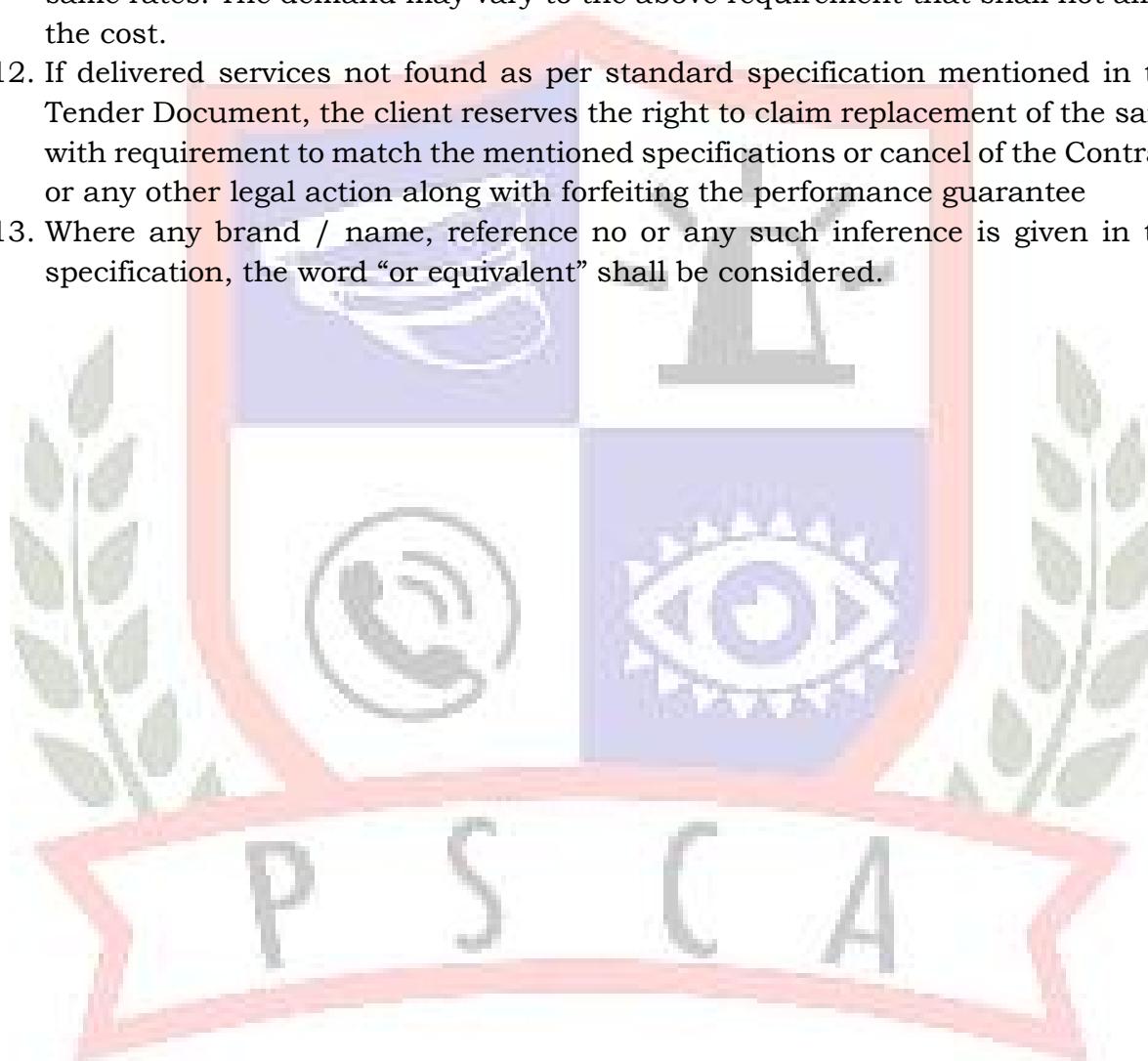
<b>PSCA Packages Plan Requirements (Annex-B)</b>		
<b>Plan A</b>	<b>Specifications</b>	<b>Free Min/Data 4G</b>
	Total Free Minutes	500
	Free Minutes (On Net)	200
	Free Minutes (Off Net)	300
	Free SMS	500
	Free 4G Data	2 GB
<b>Plan B</b>	<b>Specifications</b>	<b>Free Min/Data 4G</b>
	Total Free Minutes	700
	Free Minutes (On Net)	300
	Free Minutes (Off Net)	400
	Free SMS	500
	Free 4G Data	4 GB
<b>Plan C</b>	<b>Specifications</b>	<b>Free Min/Data 4G</b>
	Total Free Minutes	1000
	Free Minutes (On Net)	300
	Free Minutes (Off Net)	700
	Free SMS	500
	Free 4G Data	10 GB
<b>Plan D</b>	<b>Specifications</b>	<b>Free Min/Data 4G</b>
	Total Free Minutes	1600
	Free Minutes (On Net)	600
	Free Minutes (Off Net)	1000
	Free SMS	500
	Free 4G Data	15 GB
<b>Plan E</b>	<b>Specifications</b>	<b>Free Min/Data 4G</b>
	Total Free Minutes	2600
	Free Minutes (On Net)	1000
	Free Minutes (Off Net)	1600
	Free SMS	500
	Free 4G Data	20 GB
<b>Plan F (For Additional 4G Data Bundles)</b>	<b>Specifications Data 4G</b>	
	1 GB	Bundle or bucket
	2 GB	Bundle or bucket

	3 GB	Bundle or bucket		
	4 GB	Bundle or bucket		
	5 GB	Bundle or bucket		
	10 GB	Bundle or bucket		
	15 GB	Bundle or bucket		
	20 GB	Bundle or bucket		
<b>Plan G (For Tracker Sims)</b>	<b>Specifications Data 4G</b>		<b>74</b>	
	Total Free SMS			
	Free 4G Data			
<b>Plan H (For 4G Data Packages)</b>	<b>Specifications (Data 4G with FOC Devices/Static IP)</b>		<b>13</b>	
	10 GB	Data Bundle with FOC device		
	15 GB	Data Bundle with FOC device		
	20 GB	Data Bundle with FOC device		
	30 GB	Data Bundle with FOC device		
	40 GB	Data Bundle with FOC device		
	50GB	Data Bundle with FOC device		
	100 GB	Data Bundle with FOC device		
	150 GB	Data Bundle with FOC device		
	200 GB	Data Bundle with FOC device		

**Note:**

1. All the subscriptions services will be activated free of cost.
2. New / Replaced Sims will be provided Free of cost with Nano and standard format/size.
3. All the current running numbers of PSCA staff must have convert portable facility to other network.
4. PSCA has a right to change in the quantities or cancel the bid at any point of time.
5. Data packages will be used separately for Sims Data and Data devices.
6. In case of separate Data bundle other than Sims Data, Data device will be provided free of cost.
7. Firm will be responsible for highest grade of signals within PSCA building and its surroundings.
8. Duration of Contract is for 01 year and further extendable with mutual consent.

9. The successful bidder / contractor/supplier shall be bound to supply the items as per requirement/specification or any alteration in case of demand by the client at any stage.
10. Client/PSCA has the right to change in the quantities or numbers or cancel the Bid of any Item, at any point of time.
11. Delivery timeline is 3 Weeks. PSCA has right to demand the articles (sims)/services in parts as per the requirement and the successful bidder shall be bound to supply the requisites as and when required by the PSCA on the same rates. The demand may vary to the above requirement that shall not affect the cost.
12. If delivered services not found as per standard specification mentioned in the Tender Document, the client reserves the right to claim replacement of the same with requirement to match the mentioned specifications or cancel of the Contract or any other legal action along with forfeiting the performance guarantee
13. Where any brand / name, reference no or any such inference is given in the specification, the word “or equivalent” shall be considered.



## Section V

### 1. Bidding Forms

#### a. BID SUBMISSION FORM

Date: \_\_\_\_\_

No: \_\_\_\_\_

To

[PUNJAB SAFE CITIES AUTHORITY]

Having examined the bidding documents including Addenda Nos. [ ], the receipt of which is hereby duly acknowledged, we, the undersigned, offer to render **Procurement Of Cellular Services For PSCA** in conformity with the said bidding documents for the sum of *[total bid amount in words and figures]* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

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

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

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

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

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

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

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

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

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

*[Signature]*

*[In the capacity of]*

Duly authorized to sign Bid for and on behalf of

## 2. Price Schedules

SR. #	SPECIFICATION	FREE MINUTES /DATA 4G	QUANTITY	Price in PKR (Inclusive of all applicable taxes)		
				Per Unit Line Rent / Rate Per Month	Total Line Rent / Total Rate Per Month	
<b>PLAN - A</b>						
1	Total Free Minutes	500	42			
2	Free Minutes (On Net)	200				
3	Free Minutes (Off Net)	300				
4	Free SMS	500				
5	Free 4G Data	2 GB				
6	Free Group Call Min	Free				
<b>Total Price (Plan-A) PKR</b> (inclusive of all applicable taxes)						
<b>PLAN - B</b>						
1	Total Free Minutes	700	33			
2	Free Minutes (On Net)	300				
3	Free Minutes (Off Net)	400				
4	Free SMS	500				
5	Free 4G Data	4 GB				
6	Free Group Call Min	Free				
<b>Total Price (Plan-B) PKR</b> (inclusive of all applicable taxes)						
<b>PLAN - C</b>						
1	Total Free Minutes	1000	54			
2	Free Minutes (On Net)	300				
3	Free Minutes (Off Net)	700				

4	Free SMS	500			
5	Free 4G Data	10 GB			
6	Free Group Call Min	Free			

**Total Price (Plan-C) in PKR inclusive of all applicable taxes**

**PLAN - D**

1	Total Free Minutes	1600			
2	Free Minutes (On Net)	600			
3	Free Minutes (Off Net)	1000			
4	Free SMS	500			
5	Free 4G Data	15 GB			
6	Free Group Call Min	Free			

**Total Price (Plan-D) PKR (inclusive of all applicable taxes)**

**PLAN - E**

1	Total Free Minutes	2600			
2	Free Minutes (On Net)	1000			
3	Free Minutes (Off Net)	1600			
4	Free SMS	500			
5	Free 4G Data	20 GB			
6	Free Group Call Min	Free			

**Total Price (Plan-E) PKR (inclusive of all applicable taxes)**

**PLAN - F (For additional 4G Data Bundles)**

1	GB Bundle or bucket	1 GB	1		
2	GB Bundle or bucket	2 GB	1		
3	GB Bundle or bucket	3 GB	1		
4	GB Bundle or bucket	4 GB	1		
5	GB Bundle or bucket	5 GB	1		
6	GB Bundle or bucket	10 GB	1		
7	GB Bundle or bucket	15 GB	1		

PROCUREMENT OF CELLULAR SERVICES FOR PSCA

8	GB Bundle or bucket	20 GB	1		
<b>Total Price (Plan-F) PKR (inclusive of all applicable taxes)</b>					
<b>PLAN - G (For Tracker Sims)</b>					
1	Tracker Sims	Free SMS	74		
<b>Total Price (Plan-G) in PKR inclusive of all applicable taxes</b>					
<b>PLAN - H (Data 4G with FOC Devices/Static IP)</b>					
1	Data Bundle with FOC device	10 GB	1		
2	Data Bundle with FOC device	15 GB	1		
3	Data Bundle with FOC device	20 GB	1		
4	Data Bundle with FOC device	30 GB	1		
5	Data Bundle with FOC device	40 GB	1		
6	Data Bundle with FOC device	50 GB	9		
7	Data Bundle with FOC device	100 GB	1		
8	Data Bundle with FOC device	150 GB	4		
9	Data Bundle with FOC device	200 GB	1		
<b>Total Price (Plan-H) PKR (inclusive of all applicable taxes)</b>					
<b>Total Price of all plans (A-H) PKR (inclusive of all applicable taxes)</b>					

**Note:**

1. The Financial Evaluation shall be done cumulative for all items/plans and contract will be awarded accordingly.
2. The total lump sum cost shall be considered for the lowest financial bid.
3. The Supplier/bidder is required to complete the price schedule carefully and in case of any discrepancy or multiple price the bid shall not be consider.

PROCUREMENT OF CELLULAR SERVICES FOR PSCA

4. In case of discrepancy between unit price and total, the unit price shall prevail.
5. All prices must be inclusive of all prevailing taxes.
6. The bidder is required to fill-up this Performa and submit to PSCA. No alternative or other than this Performa shall be acceptable.
7. In case other than this Performa submission the offer/ bid shall be rejected straightforwardly.

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

Signature of authorized person

Name: \_\_\_\_\_

(Company Seal)

In the capacity of

Duly authority by

**Note:**

1. **No cutting or overwriting is allowed. Any cutting or overwriting will lead to rejection of the bid (financial).**
2. **This Price Schedule shall be filled carefully and enclosed in an envelope properly sealed.**

## **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 Suppliers]* of (hereinafter called "the Supplier") of the other part:

WHEREAS the PSCA invited bids for the Procurement of Souvenirs for PSCA and has accepted a bid by the Supplier for the supply of those goods 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 General Conditions of Contract;
  - d. The Special Conditions of Contract; and
  - e. The PSCA Notification of Award.
  - f. The Clarifications provided to the Suppliers (If any)
3. The Client hereby covenants to pay the Supplier in consideration of the provision of the goods and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.
4. The Client may add, delete, review any condition or clause of the contract at the time of signing with mutual consent without affecting the substance of the bid process/price. The contract may be extended for a reasonable period with the consent of the parties.

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

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

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the Suppliers).

## Section II

### *General Conditions of Contract*

#### **1. Definitions**

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

- a. “Applicable Laws/ Rules” means the laws/ Rules of Islamic Republic of Pakistan/Punjab, as they may be issued and enforced from time to time.
- b. “Authority” means Punjab Safe Cities Authority, Lahore
- c. “Bid 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
- d. “Blacklisting” means debar the bidder/ Supplier 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.
- e. “Conflict of Interest” means
  - a. where a bidder/Supplier could be perceived as providing biased professional advice to a procuring agency to obtain an undue benefit for himself or those affiliated with him;
  - b. receiving or giving any remuneration directly or indirectly in connection with the assignment except as providing in the contract;
  - c. any engagement in consulting or other procurement activities of a Supplier that conflicts with his role or relationship with the procuring agency;
  - d. 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
- f. “Contract” means the agreement entered into between the PSCA and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- g. “Contract Price” means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.

- h. “Company” means a company registered or deemed to be register under companies Act, 2017 or under any other authority or foreign company registered in Pakistan.
- i. Competent Authority means the officers empowered to approve the bidding process and the contract on behalf of Punjab Safe Cities Authority (PSCA).
- j. “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.
- k. “Corrupt & Fraudulent Practices” includes the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official or the supplier or 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;

- l.** “Contractor” means a legally established professional firm/ company/ or entity that may provide(s) the goods or services to the client under the contract
- m.** “Day” means calendar day and “Year” means calendar year if otherwise not provided.
- n.** “Employer/Client” means the PSCA or/and authorized person that signs the contract for the services with the selected/qualified Supplier.
- o.** “GCC” means the General Conditions of Contract contained in this section.
- p.** “Performance Guarantee” means the bank guarantee or other form of security submitted by the contractor to secure obligations under the contract in accordance with the requirement in the bidding document
- q.** “Province” means Punjab Province.
- r.** “SCC” means the Special Conditions of Contract.

- s. "Supplier" means a legally established professional firm/ company/ or entity that may provide/ provides the goods or services to the client under the contract
- t. "The Services" means the work or ancillary services to be performed by the firm/company or entity pursuant to the contract for the **Cellular Services**
- u. "Goods" means **Cellular Services or ancillary goods (if any)** or any other related item, material or goods required under the contract for **Cellular Services**.
- v. The "PPRA Rules" means the Punjab Procurement Rules 2014 amended to date or any other instructions of the Government relating to the procurement process.
- w. "The Punjab Safe Cities Authority" means the organization procuring the goods under the contract.
- x. "Procuring Agency" means Punjab Safe Cities Authority, Lahore and its authorized officials.
- y. "The Project Site," where applicable, means the place or places named in SCC or directed by the PSCA.

**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. Procurement of Goods/services**

25.4. PSCA intends to procure **Cellular Services for PSCA**.

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

4.1 The Supplier/ Bidder/Contractor 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 Supplier/ Contractor / Bidder shall permit the PSCA to inspect the Supplier/Contractor/ Bidder's accounts and records relating to the performance of the Supplier/ 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 or as required by PSCA, the

successful Supplier/ Contractor /Bidder shall furnish to the PSCA the Performance Guarantee in the amount specified in SCC before the execution of the contract.

5.2 The proceeds of the performance guarantee shall be payable to the PSCA as compensation for any loss resulting from the Supplier/ Contractor's failure to complete its obligations under the Contract.

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

- a. Bank guarantee or CDR 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 Guarantee will be discharged by PSCA and returned to the Supplier/ Contractor not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in SCC.

5.5 The Performance Guarantee 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 Supplier/bidders including any other legal action.

5.6. The Performance Guarantee shall be forfeited in case of cancellation of the contract by the Supplier/Contractor or by PSCA.

5.7. The Performance Guarantee may be forfeited if the provided goods damaged/spoiled during the Warranty Period.

6.1 The Supplier/ Contractor is required to provide goods/ ancillary services or the works connected with the goods as per the contract or as required by PSCA and such related costs shall be included in the Contract Price and cannot be claimed separately in addition to the contractual price.

## 6. Transportation

<b>7. Supplier/ Contractor's Responsibilities</b>	7.1 Supplier/ Contractor shall ensure the completion of the services in accordance with the terms of the contract after approval of PSCA.
<b>8. Payment &amp; Prices</b>	8.1 The method and conditions of payment to be made to the Supplier/ Contractor under the Contract or the payment milestone.
<b>9. Change Orders</b>	9.1 The PSCA at any time, by a written order given to the Suppliers/ Contractor, may make any changes within the general scope of the contract in any one or more notwithstanding anything contrary to prevailing Laws / Rules.
<b>10. Contract &amp; its Commencement</b>	<p>10.1 No variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.</p> <p>10.2 PSCA may require the desirables/services from the bidder/contractor as per its requirement/need throughout the contract period on the same rates as provided in the contract.</p> <p>10.3 PSCA concerned person may issue separate Work Orders as per PSCA requirement to the contractor but the decided rates shall remain unchanged.</p> <p>10.4 The contract shall be commenced after verification of the Bank guarantee submitted by the Supplier/ Contractor from the concerned bank if otherwise not provided.</p>
<b>11. Delays in the Supplier/ Contractor's Performance</b>	11.1 Delay in provision of goods or services by the Supplier/ Contractor in accordance with the time schedule prescribed by the PSCA in the Schedule of Requirements shall not be tolerated and in such default penalty for delaying services/goods shall be imposed as specified in SCC of this document.
<b>12. Termination for Default</b>	<p>12.1 The PSCA, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Suppliers/contractor, may terminate this Contract in whole or in part:</p> <p>(a) If the Supplier/ Contractor fails to perform the services/provision of goods within the period(s) specified in the Contract, or within any extension thereof granted by the PSCA pursuant to GCC relevant Clause or</p>

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

12.2 In the event the PSCA terminates the Contract in whole or in part, the PSCA may procure, upon such terms and in such manner as it deems appropriate Services/goods similar to those undelivered, and such additional costs shall be payable by the Suppliers/ Contractor. However, the Supplier/ 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 Supplier/ Contractor shall not be liable for forfeiture of its performance guarantee, 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 Supplier/ Contractor and not involving the Supplier's fault or negligence and not foreseeable.

13.3 If a Force Majeure situation arises, the Supplier/ Contractor shall promptly notify the PSCA in writing of such condition and the cause thereof. Unless otherwise directed by the PSCA in writing, the Supplier/ Contractor shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. The benefit of Force Majeure shall be in favor of client (PSCA) if it happened anytime.

**14. Termination for Insolvency** 14.1 The PSCA may at any time terminate the Contract by giving written notice to the Supplier/ Contractor if the Supplier/ Contractor becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Suppliers/ 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 has the right to scrap the Procurement Process at any stage before signing of the contract or to terminate the contract as per its convenience without prior notice or by written notice of 07 days. The duration of the contract shall be decided at the time of contract signing, the contract may be for a specific period till the successful completion of the assignment or more or less. In addition to the contract, in case of extended contract, Purchase Order shall be issued to the contractor for specific goods without compromising the rates in accordance with the applicable laws and such purchase order shall be terminated on its time completion or prior to that as per covenant of PSCA.

15.2. The PSCA, by written notice to the Suppliers/ Contractor or without such notice, may terminate the Contract, in toto or in part, at any time before the accomplishment of the contract for its convenience. In case of issuing the notice of termination, PSCA shall specify that the termination is for the PSCA convenience, to what extent/ or whole of the contract with the Supplier/ 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.

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

**16. Resolution of Disputes** 16.1 The PSCA and the Supplier/ 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.

16.2 The matter shall be referred to MD PSCA if Supplier/ Contractor is not agreed or dispute is unsettled after 30 days who shall decide the matter in accordance with prevailing laws after affording opportunity of hearing to the parties whose decision will be final.

16.3 In case of any objection therefore, the matter may be referred for judication / arbitration in accordance with arbitration Act 1940.

#### **17. Governing Language**

17.1 The Contract shall be written in the language English. The version of the Contract written in the specified language shall govern its interpretation. All correspondence and other documents pertaining to the Contract/ process which are exchanged by the parties shall be written in the same language. In case of any other language the authenticated translation dully attested may be added with bid and, in case of any ambiguity the language of original documents shall prevails.

#### **18. Applicable Law**

18.1 The Procurement process & Contract shall be commenced and competed in accordance with the applicable laws of Islamic Republic of Pakistan/ Punjab.

#### **19. Notices**

19.1 Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by fax or by email or any other modern devices (accepted by PSCA) and confirmed in writing to the other party's address specified in the bidding document and construed its receiving if not responded.

#### **20. Taxes and Duties**

20.1 Supplier/ Contractor /bidder shall be entirely responsible for all taxes, duties, license fees, etc., incurred until discharging of the contracted services Punjab safe cities authority.

#### **21. Corrupt or Fraudulent Practices**

21.1 The PSCA requires that Supplier/ Contractor /Bidders, Suppliers, and Suppliers observe the highest standard of ethics during the procurement and execution of contracts. For the purposes of this provision, the terms set forth in PPRA Rules /Act shall be applicable:

(a) The PSCA will bar a firm/company/individual bidders/ Suppliers /consultants / contractor or what so ever named,

in accordance with Blacklisting procedures under Punjab Procurement Rules 2014 in any case if deems so.

## **22. Blacklisting Mechanism**

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

22.1. PSCA may, under the applicable Law (s) for a specified period, debar a bidder/ Supplier/ Contractor from participating in any public procurement process of PSCA, if the bidder or contractor has:

- (a) acted in a manner detrimental to the public interest or good practices;
- (b) consistently failed to perform his obligation under the contract;
- (c) not performed the contract up to the mark;
- (d) indulged in any corrupt practice.

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

- (a) shall forward the decision to the Punjab Procurement Regulatory Authority (PPRA) for publication on the website of the PPRA; and
- (b) may request the PPRA to debar the bidder or contractor for procurement of all procuring agencies.

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

## **23. Completion of Work/ Services/ delivery of goods**

23.1 The authorized person of PSCA shall issue a satisfactory performance certificate/Work Completion Note to the Supplier/ Contractor on the completion of the such work/ services/provision of goods entrusted to him through the contract by PSCA.

23.2 On basis of this completion certificate the services provider/ Contractor shall claim the payment/ services charges from the PSCA.

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

**24.Delivery Place**

24.1 The desirable/ services shall be received in PSCA or any other place desired by PSCA. The desirables/services randomly shall be tested and client/ PSCA may send any sim/sample for testing of services as per specifications. The cost of the testing may be borne by the contractor.

**25.Warranty and After Sales Service.**

25.1 Where applicable, the offers of warranted products and after sale service is required in accordance with relevant clauses of this document.

25.2. The Supplier warrants that the services supplied under the Contract incorporate all recent improvements in service delivery/technology unless provided otherwise in the Contract.

**26.Assgnsmnt**

26.1 The contractor shall not assign, in whole or in part, its obligations to any other person, sub-contractor etc. to perform under this contract, except with the Procuring Agency's prior written consent.

## Section III

### Special Conditions of Contract

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

#### 1. Definitions

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

#### 2. Performance Guarantee

The amount of performance security, i.e. (Which shall be within 10% of the contract price) in the shape of non-recourse, irrevocable and unconditional bank guarantee from scheduled bank of Pakistan/ having setup in Punjab on the prescribed format attached with the bidding document shall be submitted by the winner/ lowest evaluated bidder to PSCA after issuing of the letter of acceptance with in seven (7) working days (in official hour). In case of fail to deposit the required performance security with in prescribed time/ extended time in writing, PSCA has the right to reject the bid of such bidder and forfeit his bid security in addition to initiate other legal action against him. The performance security may be released after the completion of the satisfactory services as per the contract or as per the satisfaction of PSCA. In case of any kind of warranted goods/ services/ works provided/ done by the contractor, PSCA shall reserve the rights to call guarantee in shape of CDR/ bankers claque or bank guarantee etc. to the extent of such warranted goods/ works or services until the warrantee period from the contractor if the performance guarantee has been released or need to be returned.

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

#### 3. Bid Validity

The bid validity time period is 180 days from the date of opening of bid (s). In case of any extreme reason PSCA may extend the bid validity period for the same period as per applicable Law (s). In case of any fraud, false document or discrepancy PSCA reserves the right to initiate a legal proceeding including blacklisting of bidder/Supplier as per procurement procedure/PPRA Rules 2014 (amended).

#### 4. Payment Mechanism:

The contractor shall be paid by PSCA against invoice for the services delivered satisfactorily to the PSCA

Payment shall be made in Pak Rupees and subject to certification of invoice and issuance of satisfactory certificate/ Service Completion Note by PSCA (*unit head/focal person of assignment of relevant user department*) that the services have been received satisfactorily, pursuant to the performance indicators.

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

## **5. Violation of Standard Specifications**

The desirable/services found not according to the standard specifications will be rejected at the cost of the contractor and may also result in forfeiture of security and blacklisting the firm/bidder/contractor. The contractor shall be bound to match the specification and in case of the any deficiency, the contractor shall be given another opportunity(s) to match the specification at its own cost but it is not mandatory and PSCA only decide to give second chance. In such case the contractor may be fined accordingly or PSCA may take any other legal action.

**Note:** PSCA has right to add / incorporate any condition at the time of signing of the contract/Framework Contract but not contrary to any applicable law (s)/and / or with the consent of the Supplier and/ or may review any terms and condition / clause of the bidding documents within the parameters of existing laws. Nevertheless, in no case the offered cost shall be reviewed at any stage of this procurement.

## PERFORMANCE GUARANTEE FORM

To:

[Client Address]

WHEREAS *[name of Supplier]* (hereinafter called "the Supplier") has undertaken, in pursuance of Contract No. *[Reference number of the contract]* dated \_\_\_\_\_ 20\_\_\_\_ to supply Souvenirs for PSCA (hereinafter called "the Contract").

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

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

THEREFORE, WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, 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 Supplier to be in default under the Contract and without cavil or argument, any sum or sums within the limits of *[amount of guarantee]* as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

Signature and seal of the Guarantors

*[Name of bank or financial institution]*

*[Address]*

*[Date]*

**UNDERTAKING**  
**FOR**  
**NON-DISCLOSURE OF INFORMATION**

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

Signatures \_\_\_\_\_ Name \_\_\_\_\_

## DOCUMENT CHECKLIST

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

SR. #	DOCUMENTS REQUIRED	ATTACHED
<b>TECHNICAL PROPOSAL</b>		
1.	Bidding Forms	
2.	Legal Status of the bidder	
3.	Proof of valid Income Tax Registration (NTN)	
4.	Proof of valid Punjab Sales Tax/ General Sales Tax	
5.	Proof of valid Professional Tax Certificate.	
6.	Bidding Document Fee – Evidence shall be pasted outside of the main envelope, the evidence shall be presented at the time of bid submission	
7.	Bid Security (Original) attached with Technical Bid/proposal	
8.	Signed & stamped bidding document and all attachment documents	
9.	Submission of undertaking of legal duly stamped (PKRs. 100/=one hundred Rupees) and signed that the firm, company, is not blacklisted or involve in any corrupt or illegal practice or banned or declared ineligible / blacklisted by any procuring agency/PPRA and that all the provided information by the bidder is true and that the bidder shall comply to all requirements/specifications as mentioned in the Bidding document.	
10.	The valid authorization letter from the bidder to its representative to attend the bid opening meeting on bidder's behalf and original identity card or any other legal proof of the bidder/representative.	
11.	Audited Financial Statements or Bank Statement duly issued and certified for the year;	
12.	Proof of Relevant Experience for providing services to Public or Private organizations	
13.	Undertaking for Non-Disclosure of Information	
14.	All other supporting Documents as required under Evaluation Criteria.	
<b>FINANCIAL PROPOSAL</b>		
15.	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.