



**DOCUMENT
FOR**
**Pre-qualification of Local
Vendors/Suppliers/Contractors for Procurement of
Goods, Works & Services**

Tender No: PSCA/07/28th October/2023

PUNJAB SAFE CITIES AUTHORITY

Date: 28th October, 2023

DISCLAIMER

1. The Punjab Safe Cities Authority (hereinafter referred as the Procuring Agency) has prepared this Prequalification Documents (PQD). The PQD constitute no commitment on the part of Procuring Agency to enter into any arrangements with any Applicant/ Bidder in respect of procurement of services under the PQD or otherwise.
2. The information contained in the PQD or as may be subsequently provided to the Applicant/ Bidders (in documentary or any other form) by or on behalf of the Procuring Agency, with respect to the Pre-Qualification process being conducted pursuant to the PQD, are indicative only and are provided solely to assist in a preliminary assessment of the proposed Pre-Qualification. Moreover, each Bid/ Application shall be evaluated in accordance with the prescribed criteria provided in the PQD.
3. The PQD do not constitute an agreement. The purpose of the Pre-Qualification is to provide proposed Applicants/ Bidders with information that may be useful for them in preparing their Offers/ Bids pursuant to the PQD.
4. The PQD may not be appropriate for all interested parties and it is not possible for the Procuring Agency to consider the objectives and particular needs of each interested party which reads or uses the PQD.
5. The assumptions, assessments, statements and information contained in these PQD may not be complete, accurate and adequate or correct for the purposes of any or all interested parties.
6. Each proposed Applicant/ Bidder is required to conduct its own due investigation and analysis, check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in these PQD and seek independent professional advice on any or all aspects of these PQD, as deemed appropriate. The Procuring Agency is not under obligation to consider any such advice or opinion.
7. All information submitted in response to the PQD becomes the property of the Procuring Agency, including all business information and proprietary data submitted with all rights of communication and disclosures, subject to applicable laws in Pakistan.
8. No decision shall be based solely on the basis of the information provided for any statements, opinions or information provided in the PQD.
9. While submitting a Bid/ Application in response to these PQD, each Applicant/ Bidder certifies that it understands, accepts and agrees to the disclaimers set forth herein.
10. Nothing contained in any provision of these PQD or any statements made orally or in writing by the Applicant/ Bidders/Contractor shall have the effect of negating or suspending any of the disclaimers set forth herein.
11. PSCA reserves the right to withdraw it or cancel this procurement process or any part thereof, or to vary any of its term at any, without incurring any financial obligation in connection therewith.
12. PSCA has also reserve the right to rectify any arithmetical or typo mistake at any time of this process.

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1. Invitation for Pre-Qualification

The Punjab Safe Cities Authority (PSCA)/ Procuring Agency, intends to Pre-Qualify well-renowned vendors/suppliers/ contractors for procurement of goods, works & services as per requirements of PSCA for a period of one (1) year (further extendable with mutual consent for two years if required).

Interested eligible applicants can obtain detailed pre-qualification documents which are available in the office of PSCA by depositing tender fee of Rs. 5,000/- (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.pzca.gop.pk) & PPRA (www.ppra.punjab.gov.pk).

Sealed and completed applications in accordance with the requirement of the bidding documents must be reached in this office on or before **PST 1100 hours** on **November 16, 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@pzca.gop.pk Contact: (+92) (42) (99051605-7) Website: www.pzca.gop.pk

All the interested applicants/ bidders are advised to read the PQD carefully and submit their proposals/ bids accordingly. This PQD have been uploaded on PPRA's (www.ppra.punjab.gov.pk) and Procuring Agency's (www.pzca.gop.pk) websites, for the interested applicants/ bidders.

Applicants will be informed, in due course, of the result of the evaluation of applications. The procedure provided in Punjab Procurement Rules, 2014 (amended time to time) should be followed in this pre-qualification process. Procuring Agency reserves the exclusive right to accept or reject the Applications and to annul the prequalification process, without justifying the reasons and/or thereby incurring any liability to Applicants at any stage before the issuance of RFP or signing of the contract.



1.1. Definitions

- 1.2.1 **Agreement;** means the Agreement to be entered into between the Procuring Agency and the Service Provider/ Contractor(s)/Supplier for the procurement.
- 1.2.2 **Applicant;** an applicant shall be a single entity with a formal intent to enter into an agreement in relation to this Assignment.
- 1.2.3 **Application;** means a bid/ offer submitted by the applicant to provide the services required by the Procuring agency.
- 1.2.4 **Authorized Representative,** means any representative appointed, from time to time, by the Applicant and/or appointed by PSCA for the purpose of the procurement.
- 1.2.5 **Client;** means the person/ entity/ supplier/ contractor/ service provider.
- 1.2.6 **Corrupt Practice;** the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official, bidder or contractor in the procurement process or in contract execution to the detriment of the Procuring Agency / Project Management Consultant ; 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 Agency 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 the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party;
 - (ii) Collusive practice by arrangement between two or more parties to the procurement process or contract execution, designed to achieve with or without the knowledge of the Procuring Agency to establish prices at artificial, noncompetitive levels for any wrongful gain;

(iii) Offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain;

(iv) any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;

(v) obstructive practice by harming or threatening to harm, directly or indirectly, persons 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 into allegations of a corrupt, fraudulent, coercive or collusive practice; or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or acts intended to materially impede the exercise of inspection and audit process;

1.2.7 **Contract** means the agreement/ contract that shall be executed between the Procuring Agency and the Contractor/ Service Provider/ Supplier, including all Schedules and Attachments or Addendum after completion of the process.

1.2.8 **"Contract Price"** means the price payable to the Service Provider / Contractor/ Supplier under the Contract for the full and proper performance of its contractual obligations which shall be paid by the client.

1.2.9 **Contractor** means a person, firm, company or an organization who or which undertakes to provide services or works / or to deliver goods and includes a consultant;

1.2.10 **Day**, means Calendar Day and year mean calendar year if not otherwise provided any where

1.2.11 **Domestic Applicant**; a domestic applicant means the applicant registered with Securities & Exchange Commission of Pakistan (SECP) and/or any other competent forum/authority under relevant laws applicable in Punjab/Pakistan

- 1.2.12 **Eligible Applicants** means the Applicants eligible to apply for this PQD as per criteria prescribed in this PQD.
- 1.2.13 **Employer;** the employer means Punjab Safe Cities Authority.
- 1.2.14 **Fraudulent Practice;** a fraudulent practice means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation.
- 1.2.15 **Grievance Redressal Committee** means a committee constituted by the Procuring Agency (of odd members) to address objections/complaints/grievance filed by the participants/Applicants in this process, before entering into contract.
- 1.2.16 **Inspection Committee;** means a committee notified by Procuring Agency for inspections of Laboratories;
- 1.2.17 **Joint Venture;** means a contractual business undertaking between two or more persons/ firms/ companies.
- 1.2.18 **Procuring Agency;** the Procuring Agency means Punjab Safe Cities Authority (PSCA).
- 1.2.19 **Person** includes individual, association of persons, firm, company, corporation, institution and organization, etc., having legal capacity.
- 1.2.20 **Prescribed** means prescribed in this Pre-Qualification Document.
- 1.2.21 **Pre-qualification committee** means a committee constituted by the Procuring Agency to technically evaluate applications/documents received by the Procuring Agency as per requirement.
- 1.2.22 **Purchase Order:** means orders for delivery of goods similar as the agreement required by PSCA.
- 1.2.23 **Security;** means security submitted by an applicant/bidder in the form of Demand Draft / Pay Order / Call Deposit Receipt, with its application/ bid to secure the obligations of the Applicant/Bidder;
- 1.2.24 **Service Provider;** means a person, firm, company or an organization who or which undertakes to provide the services or assignment agreed between the parties on such terms and conditions;
- 1.2.25 **Services;** means all such services including laborite tests, reports, opinions, comments or recommendation

etc. that may be required by the Procuring Agency under the Contract signed with the Contractor/ Service Provider in relation to this Pre-Qualification process.

- 1.2.26 **Sub-Contractor;** mean any entity that carries out services for or on behalf of a main contractor as part of this assignment.
- 1.2.27 **Summary of Project,** means as described in the relevant clause of this PQDs.
- 1.2.28 **PPRA Laws** means Punjab Procurement Rules 2014 (amended time to time) including other procurement Laws/Act/Regulations/Circulars/Instructions or Guide Lines issued by the Government of Punjab.
- 1.2.29 **Qualified Applicant;** means applicant who, in the opinion of the PSCA/ Pre-qualification Committee, fulfills the Evaluation Criteria, as per the requirements specified therein;
- 1.2.30 **Work Order:** means for completion the services or work required by the PSCA similar to the agreement.

2. Sections of Prequalification Documents

- 2.1. PQDs consist of Part 1 and 2 which include all the sections indicated below, and should be read in conjunction with any Addenda issued in accordance with the relevant provision.

PART 1 Prequalification Procedure

- Section I** Instructions to Applicants (ITA)
- Section II.** Qualification Criteria (QLC)
- Section III.** Application Forms (APF)

PART 2 Requirements

- Section V.** Summary of Project (SOP)

- 2.2. The “Invitation for Prequalification” issued by the Procuring Agency is a part of the PQDs.
- 2.3. The Procuring Agency or its advisors/consultants shall not incur any liability under any law, statute, rules or regulations as to the accuracy or completeness of the PQ document and its addenda.
- 2.4. The Applicant is expected to examine all instructions, forms and terms in the Prequalification Documents and to furnish all information or documentation required by the Prequalification Documents.

2.5. This validity of this Pre-qualification for the eligible firms/company shall be for One (01) year which may be extended however, the mechanism for shortlisting may be revised time to time. In case of revision, already pre-qualified vendors shall be deemed pre-qualified and not needs to be applied for pre-qualification in fresh short listing, if otherwise not provided. Procuring Agency may scrap the pre-qualification process or terminate this pre-qualification at any time/stage.



PART I: PREQUALIFICATION PROCEDURE

Section I: Instructions to Applicants

3. Eligible Applicants

- 3.1. All persons (individual, company, firm) who meet the following requirements are eligible to participate in this pre-qualification process except as mentioned below;
- 3.2. Procuring Agency considers a conflict of interest to be a situation in which a party/Applicant has interests and could improperly influence the parties' performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations. The Procuring Agency will take appropriate actions to manage such conflicts of interest which may include, rejecting a proposal for award, if it determines that a conflict of interest has flawed the integrity of any procurement process. At the time of bidding or process, Applicants may be considered to be in a conflict of interest with one or more parties if they, including but not limited to, participation in any respect in the preparation of the design or technical specifications of the works that are the subject of this prequalification or the applicant has direct or indirect relation with the affairs of this office, that may be considered a conflict of interest for this project.
- 3.3. An Applicant which is under a declaration of ineligibility/blacklisting, due to reasons, including but not limited to, corrupt practices and poor performance, by the Government of Pakistan/Government of Punjab or the Procuring Agency, at the date of submission of the application or thereafter, shall not be considered.
- 3.4. An Applicant shall provide such evidence required by PSCA for their continued eligibility with the satisfaction of the Procuring Agency.
- 3.5. The applicant should be a legal person in accordance of the Pakistani Laws as described in this PQDs.
- 3.6. Joint Venture is not allowed in this pre-qualification.

4. Clarification of Prequalification Documents

- 4.1. A prospective Applicant who intend to seek any clarification about any terms of the PQDs may contact the representative of Procuring Agency in writing at the Procuring Agency address as shown hereunder after issuing/uploading of this PQDs with prescribed time limit. The Procuring Agency only respond such

applications that received no later than seven (07) days prior to the deadline for submission of Applications. The Procuring Agency shall forward copies of its response to all Applicants who have acquired the PQDs directly from the Procuring Agency including a description of the inquiry but without identifying its source. Should the Procuring Agency deem it necessary to amend the Prequalification Documents as a result of a request for clarification, it shall do so following the procedure as provided in this PQDs. No clarification that received after that day/date mentioned above shall be entertained.

- 4.2. For clarification purposes only, the Procuring Agency address is:

Chief Law & Procurement Officer
Punjab Safe Cities Authority,
Qurban Lines, Jail Road, Lahore.

5. Amendment of Prequalification Documents

- 5.1. The Procuring Agency may amend the PQDs by issuing addenda before the deadline for submission of applications at its own discretion.
- 5.2. Any addendum issued shall be part of this PQDs and shall be communicated in writing to all who have obtained the PQDs directly from the Procuring Agency or any other prospective applicant without prejudice
- 5.3. To give prospective Applicants reasonable time in which to take an addendum into account in preparing their Applications, the Procuring Agency may, at its discretion, extend the deadline for the submission of applications.
- 5.4. No applicant has any right to demand for the extension of the time of deadline for submission of application.

6. Cost of Applications

- 6.1. The Applicant shall bear all costs associated with the preparation and submission of its application, and the Procuring Agency shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the prequalification process.

7. Language of Application

- 7.1. The application, as well as all correspondence and documents relating to the prequalification exchanged by the Applicant and the Procuring Agency, shall be written in the English language.

8. Documents Comprising the Application

8.1. The Application shall comprise the following:

- 8.1.1. Application Submission Sheet, in accordance with relevant provision;
- 8.1.2. Written confirmation authorizing the signatory of the application to commit the Applicant, in accordance with relevant provision;

9. Application Submission Sheet

9.1. The Applicant shall prepare an Application Submission Sheet using the Submission form furnished in Section III, Application Forms. This form must be completed without any alteration to its format

10. Signing of the Application

- 10.1. The Applicant shall prepare documents comprising the application as described in relevant provision and clearly mention the title of the PQDs on envelope. The title shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Applicant.
- 10.2. The requirements regarding the legal instrument evidencing the authorization to represent and sign on behalf of the Applicant shall be a power of attorney, duly attested, indicating that the person(s) signing the Application has(ve) the authority to sign the Application for Prequalification.
- 10.3. The Power of Attorney is required to be duly stamped, witnessed, and duly attested.
- 10.4. Additionally, the date of issuance and validity of the power of attorney should also be specified, along with the name and designation of the signatory.

11. Sealing and Marking of Applications

- 11.1. The Applicant shall enclose the original application in a sealed envelope which shall
 - 11.1.1. Bear the name and address of the Applicant;
 - 11.1.2. Be addressed to the Procuring Agency and bear the specific identification of this prequalification process
 - 11.1.3. Each page of the application should be initialed by the authorized representative.

- 11.1.4. If the envelope is not sealed and marked as required, the Procuring Agency will assume no responsibility for the misplacement of the application.

12. Deadline for Submission of Applications

- 12.1. Applications shall be submitted by the Applicant by hand at the address of Procuring Agency. However, applicant must ensure that the applications must reach not later than the following deadline:

Address: Punjab Safe Cities Authority, Qurban Lines, Jail Road, Lahore, Pakistan.

Date: November 16, 2023

Time: 1100 Hours

- 12.2. Electronically or in any other way, other than as required above submitted application shall not be entertained and treated as rejected
- 12.3. The Procuring Agency may, at its discretion, extend the deadline for the submission of Applications by amending the Prequalification Documents in accordance with relevant provision, in which case all rights and obligations of the Procuring Agency and the Applicant subject to the previous deadline shall thereafter be subject to the deadline as extended.
- 12.4. Interested eligible applicants can obtain detailed pre-qualification documents which are available in the office of PSCA by depositing tender fee of **Rs. 5,000/- (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.pzca.gop.pk) & PPRA (www.ppra.punjab.gov.pk).

13. Withdrawal of Application & Late Applications

- 13.1. Any Applicant may withdraw its application for pre-qualification prior to one day of the deadline of the submission date with reason subject to the written application to Procuring Agency. The applicant shall not be allowed to withdraw its application at belated stages as mentioned above. If the applicant found declared eligible/ prequalified for the project, he shall not be allowed to withdraw its application. In case pre-qualified applicants failed to sign the contract or provide the required

services PSCA may take any legal action against such pre-qualified applicants including blacklisting under PPRA Rules.

- 13.2. Any application received after the submission date and time specified in relevant provision, shall be rejected and no excuse or justification what so kind shall be acceptable.

14. Opening the Proposals of Applicants

- 14.1. The Procuring Agency/ committee shall prepare a record of the opening of Applications that shall include, as a minimum, the name of the Applicant(s).

15. Confidentiality

- 15.1. Information relating to the evaluation of Applications, and recommendation for pre-qualification, shall not be disclosed to Applicants or any other persons not officially concerned with such process until the notification of pre-qualification is made to all Applicants.
- 15.2. From the deadline for submission of Applications to the time of notification of the results of the pre-qualification in accordance with relevant provision, if any Applicant wishes to contact the Procuring Agency on any matter related to the prequalification process, it may do so in writing.

16. Clarification of Applications

- 16.1. To assist in the evaluation of Applications, the Procuring Agency may, at its discretion, ask any Applicant for a clarification of its application which shall be submitted within a stated reasonable period of time. Any request for clarification and all clarifications shall be in writing.
- 16.2. If an Applicant does not provide clarifications of the information requested by the date and time set in the Procuring Agency request for clarification, its Application may be decided as per record.
- 16.3. PSCA may call the prospective Applicants for discussion prior to deadline of the submission of the applications or thereafter for pre-qualification if deems so.

17. Responsiveness of Applications

- 17.1. The Procuring Agency may reject any Application which is not responsive to the requirements of the PQDs.
- 17.2. The Procuring Agency reserves the right to waive minor deviations and omissions, if these do not materially affect the capability of an Applicant as required under this PQDs.

18. Evaluation of Applications

- 18.1. The Procuring Agency shall use compliance to eligibility requirements in Section II to evaluate the qualifications of the Applicants.
- 18.2. The Procuring Agency shall have the right for due diligence over the application submitted by the Applicants, for this pre-qualification at any time before the evaluation announcement and/or before the signing of the contract. For due diligence process the Procuring Agency may visit the applicant office, site or any other project in progress through its representatives including the technical, financial personnel on the cost/expenses of the applicant. In case the applicant refuses to allow this visit or is reluctant to pay the expenditures to the Procuring Agency, his application for pre-qualification shall be rejected.
- 18.3. In case, any applicant is unable to fulfill the requirement of pre-qualification mentioned in this documents/addendum during the course of due-diligence or examination or inspection or fails to satisfy the Procuring Agency, the application of the said applicant shall be rejected without further consideration.

19. Procuring Agency's Right to Accept or Reject Applications

- 19.1. The Procuring Agency reserves the right to accept or reject the Applications and to annul the prequalification process, without justifying the reasons and/or thereby incurring any liability to Applicants at any stage before the signing of the contract.

20. Notification of Prequalification

- 20.1. Once the Procuring Agency has completed the evaluation of the received Applications, it shall notify all Applicants in writing of the names of those Applicants, who have been prequalified and also uploaded on PSCA/PPRA website accordingly.

21. Invitation to Agreement/Purchase Order/Work Order

- 21.1. Notification shall be uploaded in each category separately i.e. goods, works and services.
- 21.2. The pre-qualified bidder shall not permitted to withdraw its/ their offer/ application after notification during the validity period which is initially for a period of one year.

21.3. The shortlisted pre-qualified/applicant shall sign the undertaking on judicial paper within seven (07) days after issuance of notification.

21.3 The applicants who failed to sign the undertaking shall not be shortlisted.

22. Changes in Qualifications of Applicants

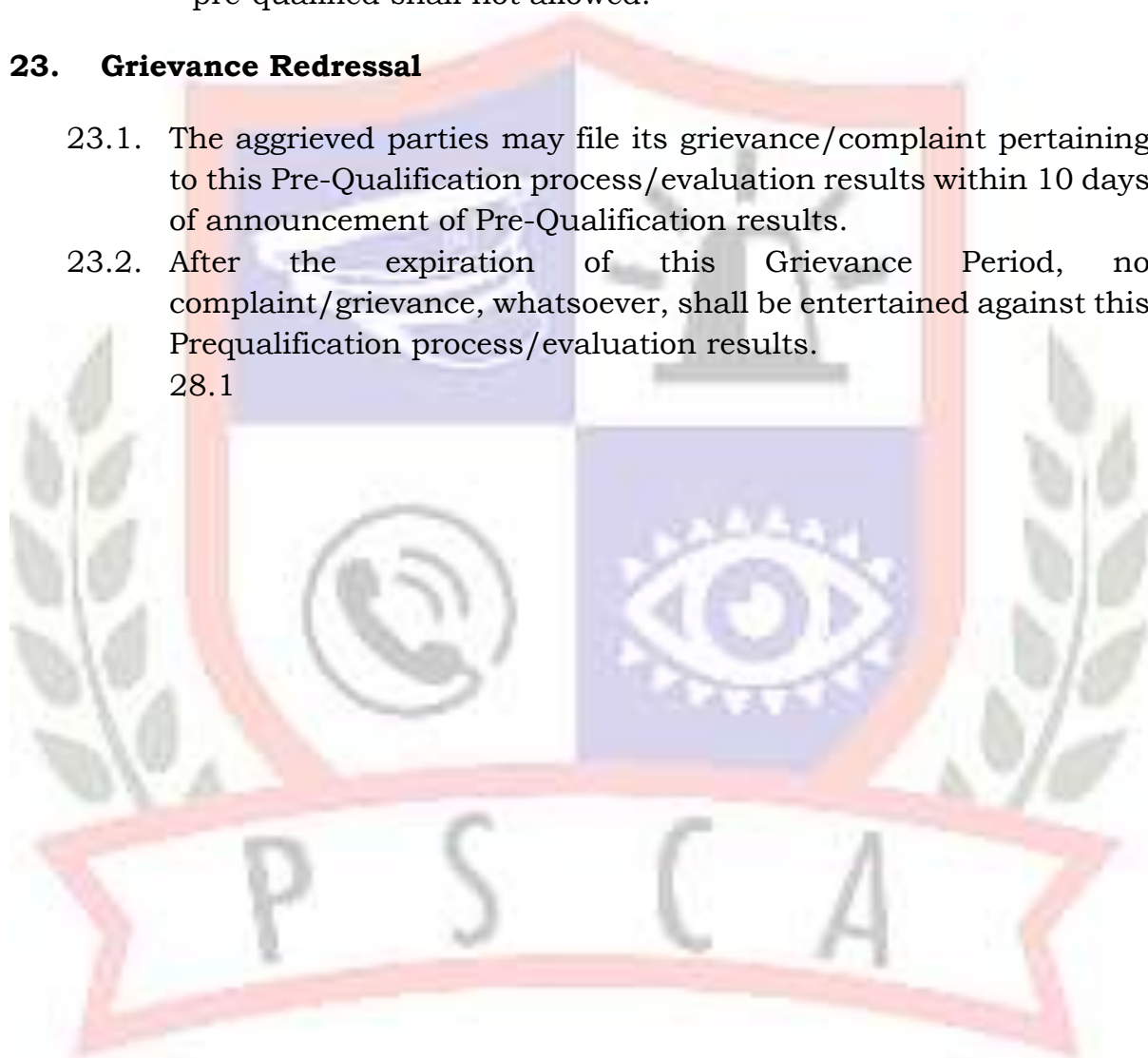
22.1. Any change in the qualification status of an Applicant after being pre-qualified shall not allowed.

23. Grievance Redressal

23.1. The aggrieved parties may file its grievance/complaint pertaining to this Pre-Qualification process/evaluation results within 10 days of announcement of Pre-Qualification results.

23.2. After the expiration of this Grievance Period, no complaint/grievance, whatsoever, shall be entertained against this Prequalification process/evaluation results.

28.1



Section II. Qualification Criteria and Scope of Work

24. Eligibility Criteria (Mandatory)

27.1. The bidder has to fulfil all mandatory requirements detailed below, in order to **Technically Qualify**. The interested applicants have to provide documentary evidence(s) against the below mentioned requirements:

- a. Legal Status of the bidder (s) (Incorporation Certificate (*showing its location and the date of registration*), Partnership Deed or Form C/D (whichever is applicable) Affidavit and any other valid supporting document in case of Sole Proprietorship)
- b. Proof of valid Income Tax Registration (NTN)
- c. Proof of valid Punjab Sales Tax/ General Sales Tax
- d. Proof of valid Professional Tax Certificate.
- e. Audited Financial Statement or Bank Statement for the last year from 1st July, 2022 to 30th June, 2023 (Signed & stamped) (Cash flow one (01) million PKR.)
- f. Past relevant experience with public departments/ entities.
- g. Signed & stamped bidding document and all attachments (all type of appendices & 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/throughout the country/internationally

Note:

- a. Supporting Documents to be provided by the Applicant in order to demonstrate its eligibility in the criteria detailed above and relevant forms provided in this PQD to be filled by the applicant.
- b. If the original documents are in language other than English, the same must be translated into English and must be notarized prior to submission.

25. SCOPE OF WORK/SUMMARY

- 28.1. PSCA intends to pre-qualify/shortlist the contractors for supply of general and simple nature goods, works and services as per need basis for one year which may be further extended.
- 28.2. PSCA will pre-qualify applicants/contractor in three categories i.e. Goods, works and services.
- 28.3. The Request for Quotation (RFQ) shall be shared with all pre-qualified applicants in relevant category for financial proposal.
- 28.4. Single stage one envelop process shall be adopted.
- 28.5. Work order / purchase order shall be awarded to the Financially Lowest evaluated pre-qualified bidders.
- 28.6. Timelines for completion of works/services or delivery of goods will be finalized later on at the time of issuing of RFQ and subsequently through work order/ purchase order.
- 28.7. Payments shall be made in accordance with the timelines provided in purchase order/work order but not later than thirty (30) days.
- 28.8. RFQ will be issued for short listed contractors on day to day requirement base which shall be simple and ordinary nature.
- 28.9. Performance guarantee up to 10% shall be submitted to the PSCA against the total value of the contract/purchase order/work order issued by PSCA on need basis.
- 28.10. The performance guarantee shall be released after completion of work order/services/ delivery of goods subject to satisfaction note from the concerned person.

Section III. Application Forms
APPLICATION SUBMISSION SHEET

Date:

To:

The Punjab Safe Cities Authority (PSCA)

We, the undersigned, apply to be prequalified and declare in accordance with relevant provisions of this RFP, the following;

- a) We have examined and have no reservations to the Prequalification Documents, including Addends No(s) ----issued (if any).
- b) We understand that at the time of bidding, we, for any part of the contract resulting from this procurement process, shall not have any conflict of interest
- c) We, for any part of the contract(s) resulting from this pre-qualification, have not been declared ineligible/blacklisted by the Government of Pakistan/Government of Punjab etc. Including the Procuring Agency.
- d) We understand that you may cancel the prequalification process at any time and that you are not bound either to accept any application that you may receive or to invite the pre-qualified Applicants to bid for the contract subject of this pre-qualification, without incurring any liability to the Applicants.
- e) We agree to permit the Procuring Agency or its representative to inspect our accounts and records and other documents relating to the application for pre-qualification and to have them audited by auditors appointed by the Procuring Agency.
- f) We agree and approved that we shall always response to RFP issued by PSCA within time prescribed therein. We affirm and agreed that if we fail to submit our bid against the RFP our security may be forfeited.
- g) All of the Forms accompanying the Application have duly been signed by the undersigned and stamped.
- h) We adhering that in case if it is found that any information or document submitted by us is bogus, fabricated, illegal or we acted in a manner that falls with the definition of fraudulent practice or deteriorated to the public interest or good practice the Procuring Agency has the right to blacklist our firm.

Name.....

In the capacity of

Signed

(Seal)

Duly authorized to sign the Application for and on behalf of (Name of Applicant)

Date

CERTIFICATE OF COMPLIANCE

Applicant's Legal Name

Date: -----

We ---- (Name of Applicant), hereby certify that pursuant to the Mandatory Requirements of Section 1 relevant provisions of this Prequalification Documents, our status is as following:

Description	Status	
	Yes	No
We are not Blacklisted by the Government of Pakistan/Government of Punjab/ etc. including the Procuring Agency / Project Management Consultant		
We are not Concealing any Information that might hinder the execution of the project		

We hereby certify that all information stated above is correct and non-compliance to any of the above mentioned mandatory requirements will disqualify us from the prequalification process.

Applicant's Signatures

INELIGIBILITY/BLACKLISTING

The Applicant shall certify on judicial stamp paper of PKRs. 100/- that the Applicant has not been declared ineligible/blacklisted by any Government of Pakistan/Government of Punjab etc. including the Procuring Agency till date due to the reasons including but not limited to corrupt practices, influencing the Procuring Agency in evaluation of the Bids or contract award decisions etc.



UNDERTAKING FOR NON-DISCLOSURE OF INFORMATION

1. With reference to requirement by Procuring Agency for _____,
it is hereby asseverated and acknowledged that the confidential/sensitive or any other restricted information provided/acquired by Procuring Agency 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 Procuring Agency with any person/kinsman during or after the completion/termination of the Agreement.
2. If there is a requirement for sharing of any information/data etc., related to Procuring Agency 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 Procuring Agency, 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 Procuring Agency or any other penalty imposed by Procuring Agency. Moreover, Procuring Agency 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 Procuring Agency 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.

Name_____

Signature

UNDERTAKING OF ACCEPTANCE

OF ALL TERMS AND CONDITIONS OF PQD

I, Mr. / Mrs. _____ S/o, D/o _____ as a representative on behalf of [Firm Name] do hereby solemnly affirm and declare that all the provided documents on behalf of mentioned Applicant/ Bidder are true, correct and not fabricated. I do also hereby confirm that I have read complete PQD and agree to abide by the same. I do hereby further confirm, I shall not sell/exhibit spurious/fake materials, equipment instruments, services and shall not infringe intellectual property right of any third party.



Bidder Signature and Stamp

1. DOCUMENT CHECKLIST

Bidder should provide these and other documents if mention in the PQD:

SR. #	DOCUMENTS REQUIRED	ATTACHED
1.	Legal Status of the bidder	
2.	Proof of valid Income Tax Registration (NTN)	
3.	Proof of valid Punjab Sales Tax/ General Sales Tax	
4.	Proof of valid Professional Tax Certificate.	
5.	Signed & stamped document and all attachment documents	
6.	Submission of undertaking of legal duly stamped (PKRs. 100/=one hundred Rupees) and signed that the firm, company, is not blacklisted or involve in any corrupt or illegal practice or banned or declared ineligible / blacklisted by any procuring agency/PPRA	
7.	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.	
8.	Audited Financial Statements/Bank Statement for the last financial year as required in the bidding documents. (Signed & stamped).	
9.	Proof of Relevant Experience	
10.	Undertaking for Non-Disclosure of Information	
11.	All other supporting Documents as required under Evaluation Criteria.	
12.	Annexures	
13.	Undertaking of acceptance of all terms and conditions of PQD	

Note: This checklist is made only for the use of Bidder to check/ confirm its documents attachment, which is not the part of the PQD. In case of any conflict between check list and PQD the words or figures/ statement given in PQD shall prevail.

PART II: Understanding

BETWEEN

PUNJAB SAFE CITIES AUTHORITY

- and -

[THE CONTRACTOR]

DATED [●]



Important Note; this draft is only a template which may be reviewed, reformatted accordingly, at the time of signing of the understanding in accordance with the requirements of the Procuring Agency provided in the above PDQs and signed with the pre-qualified bidders.

THIS AGREEMENT/Understanding is made on [●], at Lahore, Pakistan.

BETWEEN:

- (1) **PUNJAB SAFE CITIES AUTHORITY**, (“**Procuring Agency**” which expression shall, unless excluded by or repugnant to the context, be deemed to include its successors in interest, administrators and permitted assigns); and
- (2) **[INSERT NAME OF CONTRACTOR]**, **[insert description of contractor (company, partnership etc.)]** established under the Laws of Pakistan having place of business located at [●] (the “**Contractor**” which expression shall, unless excluded by or repugnant to the context, be deemed to include its successors in interest, administrators and permitted assigns).

RECITALS:

- (A) Subject to the requirements of the RFP/ shall be issued time to time, the Parties are entering into this Agreement.
- (B) This Agreement sets out detailed terms and conditions on which the Contractor will provide services to the Procuring Agency.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED HEREIN, THE PARTIES AGREE AS FOLLOWS:

1.1. DEFINITIONS AND INTERPRETATION

1.1 DEFINITIONS

- 1.1.1 Except where the context requires otherwise, the capitalized terms used in this Agreement (including the recitals) shall have the following meanings:

“**Agreement**” means this Agreement and all appendices hereto;

“**Authority**” means the Punjab Public Procurement Regulatory Authority, established under the PPRA Act;

“**Bid**” means the technical proposal submitted by the Contractor in response to the RFP;

“**Contractor**” means the short listed/ pre-qualified bidder in each category i.e. goods, works and services to whom the work order/ purchase order shall be issued;

“Corrupt Practice” has the meaning given to it in PPRA Act;

“Effective Date” means the date on which the Parties have signed this Agreement;

“Force Majeure Event” means any event beyond the reasonable control of a Party and which by the exercise of diligence and reasonable care could not be overcome by the affected Party such as strikes, lock-outs or other industrial disturbances (other than strikes by the staff of the Contractor), acts of war, wars whether declared or not, terrorism, blockades, insurrection, riots, landslides, earthquakes, storms, lightning, floods, civil disturbances, explosions or other acts of nature;

“Inspection Committee” means the committee notified by the Procuring Agency for inspection of Items;

“Law” means all federal, provincial and local laws of Pakistan, and all orders, rules, regulations, executive orders, statutory regulatory orders, decrees, judicial decisions, notifications, or other similar directives issued by a competent authority in Pakistan, as any of them may be amended, substituted, replaced or re-promulgated from time to time;

“Parties” means collectively the Procuring Agency and the Contractor, and **“Party”** means any of them;

“PPRA Act” means the Punjab Procurement Regulatory Authority Act, 2009 (including any amendments, modifications or any re-enactment thereof);

“PPR” means the Punjab Procurement Rules, 2014 framed under the PPRA Act (including any amendments, modifications or any re-enactment thereof);

“Procuring Agency” has the meaning given to it in the preamble;

“RFQ” means the request for quotation may be issued issued on time to time (as amended, varied or supplemented) issued by the Procuring Agency in terms of the PPR read with the PPRA Act;

“Specifications” means the specifications for the medical screening to be provided by the Contractor, as specified in appendix 1;

“Term” means the period commencing from the Effective Date and expiring on the last day of the Warranty Period;

1.2 Interpretation

1.2.1 In this Agreement, except where the context requires otherwise:

- (a) words indicating one gender include all genders;
- (b) words indicating the singular also include the plural and words indicating the plural also include the singular;
- (c) provisions including the word “agree”, “agreed” or “agreement” require the agreement to be recorded in writing;
- (d) “written” or “in writing” means hand-written, type-written, printed or electronically made, and resulting in a permanent record;
- (e) references to clauses and appendices are, unless the context otherwise requires, references to clauses or appendices to this Agreement;
- (f) a reference to any legislation or legislative provision includes any statutory modification, amendment, or re-enactment of or legislative provision substituted for, and any subordinate legislation under that legislation or legislative provision;
- (g) unless otherwise provided herein, whenever a consent or approval is required by one Party from the other Party, such consent or approval shall not be unreasonably withheld or delayed;
- (h) except as provided in clause (*Confidentiality*), nothing shall be construed or interpreted as limiting, diminishing or prejudicing in any way the rights of the Procuring Agency to claim any benefit provided under applicable Laws (whether in effect at the Signing Date or in the future);
- (i) headings shall not be taken into consideration in the interpretation of this Agreement;
- (j) the words “including”, “includes” and any variants of those words will be read as if followed by the words “without limitation”;

2. THE PROCURING AGENCY

2.1 Inspection Committee

- 2.1.1 The Inspection Committee shall carry out inspection of services delivered by the Contractor.
- 2.1.2 The Inspection Committee may require the Contractor to submit such information as it may deem necessary for the inspection of the services to ensure that the services provided by the Contractor meets the Specifications.

2.2 Instructions

- 2.2.1 During the Term, the Procuring Agency may issue to the short listed Contractor, from time to time, such instructions as it deems fit to ensure the Contractor performs its obligations under this Agreement. Each such instruction shall be issued in writing and shall be binding on the Contractor.

2.3 Procuring Agency's Representative

- 2.3.1 The Procuring Agency shall designate one or more persons as its representative to act on its behalf under this Agreement and to perform such functions as may be delegated to it by Procuring Agency.
- 2.3.2 Unless and until the Procuring Agency notifies the Contractor otherwise, the Procuring Agency's representative shall be deemed to have the full authority of the Procuring Agency under this Agreement.
- 2.3.3 If the Procuring Agency wishes to replace any person appointed as its representative, the Procuring Agency shall give the Contractor not less than 3 days' notice of the replacement's name, address, duties and authority, and of the date of appointment.

3. THE CONTRACTOR

3.1 Contractor's General Obligations

- 3.1.1 The Contractor hereby covenants with the Procuring Agency that it shall:
- (a) ensure that services provided, meets the Specifications required through RFP time to time;
 - (b) ensure that all consents, orders, authorizations, waivers, approvals and any other actions, or registrations, declarations or filings with, any person, board or body, public or private, that are required to be obtained by the Contractor in connection with the execution, delivery or performance of this Agreement will be obtained as and when required under the applicable laws (including Laws);
 - (c) comply with all other obligations set out in this Agreement including its Warranty Obligation.

- 3.1.2 Any data or information received by the Contractor, from the Procuring Agency, its representative or the Inspection Committee or any approval or certification given to the Contractor from the Procuring Agency, shall not relieve the Contractor from its responsibility for provision of services, as per the Specifications and shall not result in any increase in the price.
- 3.1.3 The Contractor shall comply with applicable Laws for the provision and inspection of services/goods/works.
- 3.1.4 The contractor shall submit its bid(s) against the RFP(s) when required by the procuring agency within time.
- 3.1.5 The pre-qualified contractor shall submit its performance guarantee along with its bid.

3.2 Contractor's Representative

- 3.2.1 The Contractor shall appoint one or more persons as its representative, to act on behalf of the Contractor under this Agreement, having all authority necessary to act on the Contractor's behalf under this Agreement.
- 3.2.2 The Contractor shall not, without the prior consent of the Procuring Agency, revoke the appointment of its representative or appoint a replacement.
- 3.2.3 The Contractor's representative may, with prior notice to the Procuring Agency, delegate any powers, functions and authority to any competent person, and may at any time revoke the delegation.
- 3.2.4 The appointment of a representative by the Contractor shall not relieve the Contractor of its obligations under this Agreement.

3.3 Unforeseeable Difficulties

- 3.3.1 Except as otherwise stated in this Agreement:
- (a) the Contractor shall be deemed to have obtained all necessary information as to potential risks, contingencies and other circumstances which may influence or affect its obligations under this Agreement;
 - (b) by signing this Agreement, the Contractor accepts total responsibility and risk for having foreseen all difficulties and costs for performing its obligations under this Agreement; and
 - (c) the price shall not be adjusted to take account of any unforeseen difficulties or costs.

3.4 Contractor's acknowledgements and undertakings

- 3.4.1 The Contractor acknowledges and confirms that:
- (a) it has investigated, evaluated and considered all factors with

regards to the provision of services in accordance with this Agreement, and no claim whatsoever, including claims regarding extension of timeline, shall be entertained by the Procuring Agency.

- (b) it has satisfied itself as to the correctness and sufficiency of the price; and
- (c) the price covers all things necessary for the provision of services, as per the Specifications.

4. TERMINATION AND BLACKLISTING

4.1 Termination for Default

4.1.1 The Procuring Agency, without prejudice to any other remedy for breach of contract under Law, by written notice to the Contractor, may terminate this Agreement:

- (a) if the Contractor fails to perform any other obligation(s) under this Agreement;
- (b) any material litigation is commenced against the Contractor which materially impacts its performance of this Agreement; or
- (c) if the Contractor, in the judgment of the Procuring Agency, has engaged in Corrupt Practices; and
- (d) on other reasons if procuring agency deemed appropriate.

4.1.2 As soon as practicable after issuance of a notice of termination, the Procuring Agency shall determine whether any sums are due and payable to the Contractor in terms of this Agreement, for the obligations which the Procuring Agency considers have been completed in accordance with this Agreement. After deducting amounts representing any losses, damages and extra costs that may have been incurred by the Procuring Agency, the Procuring Agency shall pay any balance due to the Contractor.

4.2 Termination for Insolvency

4.2.1 The Procuring Agency may at any time terminate this Agreement by giving written notice to the Contractor, if the Contractor becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the 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 Procuring Agency.

4.3 Termination for Convenience

4.3.1 The Procuring Agency may at its absolute discretion and at any time, terminate this Agreement for convenience by giving at least 15 days' notice

to the Contractor, whereupon this Agreement shall terminate on the date of termination specified therein.

4.4 Blacklisting Mechanism

4.4.1 The Procuring Agency may, in terms of the PPR read with PPRA Act, for a specified period, debar the Contractor from participating in any public procurement, if the Procuring Agency determines that the Contractor has:

- (a) acted in a manner detrimental to the public interest or good practices;
- (b) consistently failed to perform its obligation under this Agreement; or
- (c) indulged in any Corrupt Practice.

4.4.2 If Procuring Agency debars a Contractor, the Procuring Agency:

- (a) shall forward the decision to the Authority for publication on its website; and
- (b) may request the Authority to debar the Contractor for procurement of all "*procuring agencies*" as defined in the PPRA Act.

5. FORCE MAJEURE

5.1 If either Party considers that a Force Majeure Event has occurred which may affect performance of its obligations under this Agreement, it shall promptly notify the other Party giving details of the nature, the probable duration and the likely effect of the Force Majeure Event within 7 days of its occurrence.

5.2 Provided a notice has been duly given by the affected Party, then during the duration of any Force Majeure Event, neither Party will be responsible or liable to the other for any failure or delay in performance of its obligations or be deemed to be in breach of this Agreement, to the extent that such failure or delay is caused by a Force Majeure Event.

5.3 The affected Party shall give notice to the other Party when it ceases to be affected by the Force Majeure Event.

5.4 The affected Party will use all reasonable efforts and will ensure that it uses all reasonable efforts to mitigate the effects of a Force Majeure Event. The affected Party will continue to perform its obligations under this Agreement as far as it is reasonably practical and will seek all reasonable alternative means for performance of its obligations not prevented by the Force Majeure Event.

5.5 In case of occurrence of a Force Majeure Event, provided that the Contractor is in compliance with its other obligations under the

Agreement, the Contractor, in the sole determination of the Procuring Agency:

- (a) shall not be liable for any failure or delay in performing its obligations under or pursuant to this Agreement during the existence of such Force Majeure Event; and
- (b) shall be entitled to an extension to any timelines under this Agreement, provided, that (i) in no event shall the Term be extended and (ii) no relief, including without limitation the extension relevant timelines, shall be granted to the Contractor to the extent that such failure or delay would have nevertheless been experienced by the Contractor had the Force Majeure Event not occurred or that such failure or delay was caused by the failure of the Contractor to comply with its obligations under this Agreement.

5.6 If a Force Majeure Event occurs which continues for a period exceeding 60 consecutive days, the Procuring Agency may give to the Contractor a notice of termination of this Agreement which shall take effect 30 days after the giving of the notice.

6. DISPUTE RESOLUTION

6.1 Amicable Settlement

- 6.1.1 The Parties agree to attempt to resolve any dispute arising under this Agreement promptly, amicably and in good faith. Each Party shall designate a representative who shall be entitled to enter into discussions to resolve by amicable agreement any dispute in connection with this Agreement.

6.2 Arbitration

- 6.2.1 Any dispute arising out of or in connection with this Agreement that has not been resolved amicably, shall be settled by arbitration in accordance with the Arbitration Act, 1940 (as amended, supplemented or modified), by Secretary Food, Government of Punjab.
- 6.2.2 The arbitration proceedings, and the award shall be rendered in the English language.
- 6.2.3 The arbitration shall be conducted in Lahore, Pakistan.

6.3 Performance to Continue During Dispute

- 6.3.1 Notwithstanding any reference of a dispute to the amicable settlement or arbitration herein, the Parties shall (to the extent practicable) continue to perform their respective obligations under this Agreement unless they otherwise agree.

7. MISCELLANEOUS

7.1 Law and Language

- 7.1.1 This Agreement shall be governed by and construed in accordance with the laws of Pakistan.
- 7.1.2 If there are versions of any part of this Agreement which are written in more than one language, the English language version shall prevail.
- 7.1.3 The language for all communications, documents, equipment interface and signage to be provided or required under this Agreement shall be English. The Contractor shall not be entitled to an extension of time, or to any costs incurred in each case for arranging English language translations for any communications, documents, equipment interface and signage to be provided or required under this Agreement.

7.2 Assignment

- 7.2.1 The Contractor shall not be entitled to assign, either in whole or in part, any of its rights and obligations under this Agreement to any party without the prior written consent of the Procuring Agency.

7.3 Confidentiality

- 7.3.1 The Contractor shall hold (and shall procure that its representatives shall hold) in confidence all documents and other information whether technical or commercial supplied to it by or on behalf of the Procuring Agency and all information and documents obtained by it in the course of any inspection performed in accordance with the terms of this Agreement, and shall not, save as required by Law, publish or otherwise disclose or use the same for its own purposes otherwise than as may be required to perform its obligations under this Agreement.
- 7.3.2 The provisions set out in clause 7.4.1 shall not apply to:
 - (a) any information in the public domain otherwise than by breach of this Agreement;
 - (b) information in the possession of the Contractor before divulgence as aforesaid, and which was not obtained under any obligation of confidentiality; and
 - (c) information obtained from a third party who is free to divulge the same, and which is not obtained under any obligation of confidentiality.

7.4 Compliance with Laws

- 7.4.1 The Contractor shall, in performing its obligations under this Agreement, comply with all applicable Laws. Unless otherwise stated in this Agreement (including the Specifications):

- (a) the Contractor shall bear charges (if any) imposed by laws in Pakistan in connection with entry into this Agreement;
- (b) the Contractor shall obtain and maintain all necessary consents and approvals as may be required for performing its obligations under this Agreement; and
- (c) any fines imposed upon or other penalties incurred by the Contractor for non-compliance with the applicable laws (including Laws) or other actions taken pursuant thereto (including in relation to any consents and approvals) shall not be reimbursed by the Procuring Agency but shall be the sole responsibility of the Contractor.

7.5 No Liability for Review

- 7.5.1 No review, non-objection, approval or acceptance by the Procuring Agency (or the Inspection Committee) of any agreement, document or instrument proposed by the Contractor shall relieve the Contractor from any liability that it would otherwise have had in the preparation of such agreement, document, instrument, or failure to comply with applicable laws (including Laws) or to satisfy its obligations under this Agreement, except as otherwise specified in this Agreement.

7.6 No Waiver

- 7.6.1 No waiver by either Party of any default or defaults by the other Party in the performance of any of the provisions of this Agreement:
- (a) shall operate or be construed as a waiver of any other or further default or defaults whether of a like or different character; or
 - (b) shall be effective unless in writing duly executed by a duly authorised representative of such Party; or
 - (c) the waiver of any breach or failure to enforce any of the terms, covenants or conditions of this Agreement shall not in any way affect, limit, modify or waive the future enforcement of such terms, covenants or conditions.
- 7.6.2 Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions and provisions of this Agreement, nor time or other indulgence granted by one Party to the other shall act as a waiver of such breach or acceptance of any variation or the relinquishment of any such right or any other right hereunder, which shall remain in full force and effect.

7.7 Relationship of the Parties

- 7.7.1 This Agreement shall not be interpreted or construed to create an

association, joint venture, or partnership between the Parties or to impose any partnership obligation or liability upon either Party. Neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.

7.8 Survival

- 7.8.1 Cancellation, expiration or earlier termination of this Agreement shall not relieve the Parties of obligations that by their nature should survive such cancellation, expiration or termination, including, without limitation, warranties, remedies, promises of indemnity and confidentiality.

7.9 Affirmation

- 7.9.1 The Contractor declares and affirms that it has not paid nor has it undertaken to pay and that it shall in the future not pay any bribe, pay-offs, kick-backs or unlawful commission and that it has not in any other way or manner paid any sums, whether in Pakistani currency or foreign currency and whether in Pakistan or abroad, or in any other manner given or offered to give any gifts and presents in Pakistan or abroad to any person or company to procure this Agreement, and the Contractor undertakes not to engage in any of the said or similar acts during the term of and relative to this Agreement.

7.10 Priority of Documents

- (a) the Specifications or scope of work/services;
- (b) the appendices (other than those mentioned above)
- (c) request for quotations;
- (d) the Bid against the request for quotations
- (e) any other documents forming part of this Agreement.

7.11 Agreement Modification

- 7.11.1 No oral or written modification of this Agreement, either, before or after its execution, shall be of any force or effect unless such modification is in writing and signed by the Parties.

7.12 Severability

- 7.12.1 In the event of any part of this Agreement being ineffective, such part shall be deemed to be severed and the validity of the remaining portion shall not be affected, provided such ineffectiveness is without prejudice to the essence of this Agreement. Notwithstanding, the provisions of the preceding sentence, should any term or provision of this Agreement be found to be invalid by any relevant authority having jurisdiction thereof, the Procuring Agency shall immediately take such steps as it may deem necessary to eliminate such invalidity.

7.13 Limitation of Liability

- 7.13.1 No Party shall be liable to the other in contract, tort, warranty, strict liability, or any other legal theory for any indirect, consequential,

incidental, punitive, or exemplary damages, except as expressly provided herein.

7.14 Indemnity

- 7.14.1 The Contractor shall indemnify and hold harmless the Procuring Agency, its representatives and the Inspection Committee, against and from all claims, damages, losses and expenses (including legal fees and expenses) in respect of any loss or bodily injury, sickness, disease or death, which is attributable to any negligence, willful act or breach of this Agreement by the Contractor or its representatives.

7.15 Extension of the Understanding

- 7.15.1 This agreement may extended for further two years subject to the willingness of both parties.

7.16 Warranty

- 7.16.1 The contractor shall submit the performance guaranty along with its bid which shall not be more than 10% of the value of the contract/work order/purchase order issued by PSCA against the RFP to the lowest evaluated bidder.
- 7.16.2 Prequalified bidet shall submit ten thousand (PKR. 10,000/-) as security (refundable) on the expiring of this contract at the time of signing.
- 7.16.3 In case of non-compliance, the contract/ work order /purchase order, Procuring Agency may forfeit its warranty of PKR. 10, 000/- and may initiate legal action such as blacklisting such shortlisted contractor. In such case, the Procuring Agency may assign the services/ work order to any other contractor at the cost of that contractor and any deficiency shall be recovered from such contractor.
- 7.16.4 The standard warranty of delivered goods/ works and services shall be the responsibility of the contractor.

SIGNATURE PAGES

1. ***IN WITNESS WHEREOF, the Parties, intending to be legally bound, have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.***

PUNJAB FOOD AUTHORITY

Signature

Name (block capitals)

Witness signature

Witness name (block capitals)

[NAME OF CONTRACTOR]

Signature

Name (block capitals)

Witness signature

Witness name (block capitals)