

**BIDDING DOCUMENTS
(PROCUREMENT OF SERVICES)**



**BIDDING DOCUMENT
FOR
PROCUREMENT OF VX-RAIL SUPPORT SERVICES**

Tender No: PSCA/22/ 03rd January/24

PUNJAB SAFE CITIES AUTHORITY

Date: 03rd January, 2024

DISCLAIMER

1. This request for bidding documents has been prepared by the Punjab Safe Cities Authority ("PSCA")/ procuring agency. This request constitutes no commitment on the part of the PSCA to enter into any arrangements with any bidder in respect of this proposed procurement or otherwise.
2. The information contained in these bidding documents or as may be subsequently provided to bidder (whether verbally or in documentary or any other form) by or on behalf of the PSCA, on the terms and conditions set out in these bidding documents, are indicative only and are provided solely to assist in a preliminary assessment of the proposed procurement. Moreover, each Bid (including each lot- if any) shall be evaluated in accordance with the prescribed Technical/ Financial Criteria provided in the Bidding Documents.
3. These bidding documents do not constitute an agreement; its sole purpose is to provide interested bidders with information that may be useful for them in preparing their bids pursuant to these bidding documents.
4. These bidding documents may not be appropriate for all persons and it is not possible for PSCA to consider the objectives and particular needs of each party, which reads or uses these bidding documents.
5. The assumption, assessment, statements and information contained in these bidding documents may not be complete, accurate and adequate or correct for the purposes of any or all bidders.
6. Each bidder shall, therefore, conduct its own due investigation and analysis, check the accuracy, adequacy, correctness, reliability and completeness of the assumption, assessments, statements and information contained in these bidding documents and seek independent professional advice on any or all aspects of these bidding documents, as deemed appropriate. However, PSCA not under obligation to consider any such advice or opinion.
7. All information submitted in response to these bidding documents becomes the property of the procuring agency (PSCA), including all business information and proprietary data submitted with all rights of communication and disclosures.
8. The PSCA shall not be responsible for non-receipt or missing or delay of any correspondence/ bid etc., sent by the post / courier / email / fax by the bidder.
9. No decision shall be based solely based on the information provided for any statements, opinions or information provided in these bidding documents.
10. While submitting a proposal in response to these bidding documents, each bidder certifies that he/it understands, accepts and agrees to the disclaimers set forth above.
11. Nothing contained in any provision of these bidding documents, any statements made orally or in writing by the person or party/bidder/contractor shall have the effect of negating, or suspending any of the disclaimers set forth herein.
12. PSCA reserves the right to withdraw it or cancel this bidding process or any part thereof, or to vary any of its term at any time during the completion of this process & Contract milestone or termination of such Contract signed between the successful Bidder & PSCA without incurring any financial obligation in connection therewith.
13. PSCA has also right to rectify any arithmetical or typo mistake at any time of this process.
14. The instructions issued vide Stander Bidding Documents uploaded by Punjab Procurement Regularity Authority (PPRA) are followed by PSCA while formulating this Bidding Documents keeping in view the requirements of this office/ PSCA.

Table of Contents

SECTION-II: INSTRUCTIONS TO BIDDERS (ITB)	6
2.1. INTRODUCTION	6
2.1.1 Scope of Bid	6
2.1.2 Source of Funds	6
2.1.3 Eligible Bidders	6
2.1.4. Eligible Goods and Services	9
2.1.5. Cost of Bidding	9
2.1.6. One person one bid	9
2.1.7. Work Plan/ Deputation Plan	10
2.2. THE BIDDING DOCUMENTS	10
2.2.1. Content of Bidding Documents	10
2.2.2. Clarification of Bidding Documents	11
2.2.3. Amendment of Bidding Documents	12
2.3. PREPARATION OF BIDS	12
2.3.1. Language of Bid	13
2.3.2. Bid Form	13
2.3.3. Bid Prices	13
2.3.4. Bid Currencies	13
2.3.5. Documents Establishing Bidder's Eligibility and Qualification	13
2.3.6 Documents Establishing Goods' Eligibility and Conformity to Bidding Documents	14
2.3.7. Bid Security	14
2.3.8. Period of Validity of Bids	15
2.3.9. Format and Signing of Bid	15
2.4. SUBMISSION OF BIDS	16
2.4.1 Sealing and Marking of Bids	16
2.4.2 Deadline for Submission of Bids	18
2.4.3. Late Bids	18
2.4.4. Modification and Withdrawal of Bids	18
2.5. OPENING AND EVALUATION OF BIDS	19
2.5.1. Opening of Bids by the Procuring Agency	19
2.5.2. Confidentiality	21
2.5.3. Clarification of Bids	21
2.5.4. Preliminary Examination	22
2.5.5. Examination of Terms and Conditions; Technical Evaluation	24
2.5.6. Correction of Errors	24
2.5.7. Conversion to Single Currency	25
2.5.8. Post-Qualification & Evaluation of Bids	25
2.5.9. Contacting the Procuring Agency	26
2.5.10. Grievance Redressal	26
2.6. AWARD OF CONTRACT	27
2.6.1. Notification of Award	27
2.6.2. Performance Guarantee	27
2.6.3. Signing of Contract/ Issuance of Work Order	28
2.6.4. Award Criteria	28
2.6.5. Procuring Agency's Right to Vary Quantities at Time of Award	28
2.6.6. Procuring Agency's Right to Accept or Reject All Bids	29
2.6.7. Re-Bidding	29
2.6.8. Corrupt or Fraudulent Practices	29
SECTION-III. REQUIREMENT/ TECHNICAL SPECIFICATION/ SCOPE OF WORK	31
SECTION-IV	32
4.1. BID DATA SHEET	32
4.2. EVALUATION CRITERIA	34
SECTION-V: GENERAL CONDITIONS OF CONTRACT	36

1. DEFINITIONS	36
2. APPLICATION	40
3. COUNTRY OF ORIGIN	40
4. STANDARDS	40
5. USE OF CONTRACT DOCUMENTS AND INFORMATION; INSPECTION AND AUDIT BY THE PROCURING AGENCY.	41
7. PERFORMANCE GUARANTEE	41
13. INCIDENTAL SERVICES & MATERIAL	42
16. PAYMENT	42
17. PRICES	43
18. CHANGE ORDERS	43
19. CONTRACT AMENDMENTS	43
20. ASSIGNMENT	43
21. SUB-CONTRACTS	43
22. DELAYS IN THE CONTRACTOR'S PERFORMANCE	44
23. LIQUIDATED DAMAGES	44
24. TERMINATION FOR DEFAULT	44
25. FORCE MAJEURE	46
26. TERMINATION FOR INSOLVENCY	47
27. TERMINATION FOR CONVENIENCE	47
28. RESOLUTION OF DISPUTES	47
29. GOVERNING LANGUAGE	47
30. APPLICABLE LAW	48
31. NOTICES	48
32. TAXES AND DUTIES	48
33. EXTENSION IN CONTRACT PERIOD (WHERE APPLICABLE)	48
SECTION-VI. SPECIAL CONDITIONS OF CONTRACT	49
SPECIAL CONDITIONS OF CONTRACT	49
1. Definitions (GCC Clause 1)	49
2. Performance Guarantee (GCC Clause 7)	49
3. Incidental Materials (GCC Clause 13)	49
4. Inspection	49
5. Payment (GCC Clause 16)	50
6. Prices (GCC Clause 17)	50
7. Liquidated Damages (GCC Clause 23)	50
8. Resolution of Disputes (GCC Clause 28)	50
9. Governing Language (GCC Clause 29)	50
10. Applicable Law (GCC Clause 30)	50
11. Notices (GCC Clause 31)	50
SECTION-VII. SCHEDULE OF REQUIREMENTS	51
7.1 SCHEDULE OF REQUIREMENTS	51
SECTION-VIII	52
8.1 BID FORM	52
8.2 UNDERTAKING	53
8.3. N/A	54
8.4. BIDDER PROFILE FORM	54
8.5. GENERAL INFORMATION FORM	55
8.6. AFFIDAVIT	56
8.7. PERFORMANCE GUARANTEE FORM	57
8.8. TECHNICAL BID FORM	58
8.9. CONTRACT FORM	58
8.10. FINANCIAL BID FORM/PRICE SCHEDULE	59
8.11. Bid Security Form	60
SECTION IX- CHECK LIST	61



INVITATION FOR BIDS



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

Procurement of VX-Rail Support Services

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.pzca.gop.pk) & PPRA (www.ppra.punjab.gov.pk).

Sealed and completed bids in accordance with the requirement of the bidding documents must reach in this office on or before **PST 1100** hours on **January 18, 2024**, 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@psca.gop.pk

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

Punjab Safe Cities Authority

The Future of Punjab Police



PPIC3 Centre Qurban Police Line Lahore, Pakistan

Section-II: Instructions to Bidders (ITB)

Note: - All the procurement procedures shall be conducted in accordance with Punjab Procurement Authority Act-2009 and Punjab Procurement Rules-2014. In case of any conflict between the provision of this document and PPRA Act-2009/ PPRA Rules-2014, the later shall prevail.

2.1. Introduction

2.1.1 Scope of Bid

- i) The Procuring Agency (PA), as indicated in the Bid Data Sheet (BDS) invites Bids for the provision of Services as specified in the Section-IV Bid Data Sheet (BDS) and Section III - Technical Specifications & Section VII- Schedule of Requirements. The successful Bidders will be expected to deliver Services within the specified period and timeline(s) as stated in the BDS.

2.1.2 Source of Funds

- i) The Procuring Agency named in the Bid Data Sheet has been allowed/ allocated the budget from the Government of Punjab. The Procuring Agency intends to apply the provided funds/ a portion of this budget to make eligible payments under the contract for which the Invitation to bids has been issued.

2.1.3 Eligible Bidders

- i) The Invitation to Bids is open to all suppliers/Contractors i.e. association of firms/companies/sole proprietor/registered with relevant Registration Authorities, Tax Departments/ Authorities and Pakistan Engineering Council (PEC- if applicable) except as provided hereinafter.
- ii) Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring Agency to provide consultancy services for the preparation of the design, specifications, and other documents to be used for the procurement of the services/ goods to be purchased under this Invitation to Bids [if applicable].
- iii) Government-owned enterprises may participate only, if they are duly/legally authorized in this regard by the respective/relevant competent forum/authority.

- iv) Bidders shall not be under a declaration of blacklisting by any Government department/other Procuring Agency or by Punjab Procurement Regulatory Authority (PPRA) or any other Regulatory Authority of Pakistan including all provinces and GB and AJK. During the Procurement Process / execution of the Contract, if the firm/ bidder is blacklisted by any Government department/other Procuring Agency or by Punjab Procurement Regulatory Authority (PPRA), if such blacklisted bidder wants to execute the contract awarded after its blacklisting, the bidder/ firm shall provide 100% Bank Guarantee against the awarded Contract value and in case the bidder regret to do so then the Procuring Agency may proceed with second lowest evaluated bidder after termination of Contract with such bidder or may deducted any lose from the Contractor or may claim additional amount in case its Performance Guarantee /Bid Security is insufficient to satisfy the claim of PA
- v) N/A
- vi) N/A
- vii) N/A
- viii) N/A
- ix) The invitation for Bids is open to all prospective bidders/ contractors subject to any provisions or licensing/regulatory requirements issued by the respective National/ Provincial Professional Statutory Body established for that particular trade or business as mentioned in bid data sheet.
- x) A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be Non-Responsive. A Bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if they:
- a) Are associated or have been associated for the procurement of the Services under this Invitation for Bids, directly or indirectly with a firm or any of its affiliates which have been engaged by the Procuring Agency to provide consulting services for the preparation of the

- design, specifications and other documents to be used.
- b) Have controlling shareholders in common; or
 - c) Receive or have received any direct or indirect subsidy from any of them; or
 - d) Have the same legal representative for purposes of this Bid; or
 - e) Have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Procuring Agency regarding this Bidding process; or the bidder has direct relation with any other firm/ company of such kind nature regarding such type of work/ services and same is also in competition by submitting its bid in this process.

xi) Not available

xii) A Bidder may be ineligible if –

- (a) The Bidder is declared bankrupt or, in the case of company or firm, insolvent;
- (b) Payments in favor of the Bidder is suspended in accordance with the judgment of a court of law other than a judgment declaring bankruptcy and resulting, in accordance with the national laws, in the total or partial loss of the right to administer and dispose of its property;
- (c) Legal proceedings are established against such Bidder involving an order suspending payments and which may result, in accordance with the national laws, in a declaration of bankruptcy or in any other situation entailing the total or partial loss of the right to administer and dispose of the property;
- (d) The Bidder is convicted, by a final judgment, of any offence involving professional conduct;
- (e) The Bidder is debarred and blacklisted due to involvement in corrupt and fraudulent practices in accordance with the provision of

section 17A of PPRA Act, 2009 and Rule-21, read with Schedule appended with, Punjab Procurement Rules, 2014.

(f) The Bidder is debarred and blacklisted in general (i.e. to the extent of all public procurement) due to consistent performance failure in accordance with the section 17A of PPRA Act, 2009 and Rule-21, read with Schedule appended with, Punjab Procurement Rules, 2014.

(g) The firm, supplier and contractor is blacklisted/ debarred by any international organization.

xiii) Bidders shall provide to the Procuring Agency evidence of their eligibility, proof of compliance with the necessary legal requirements to carry out the contract effectively.

xiv) Bidders shall provide such evidence of their continued eligibility satisfactory to the Procuring Agency, as the Procuring Agency shall reasonably request.

xv) Bidders shall submit proposals relating to the nature, conditions and modalities of sub-contracting wherever the sub-contracting of any elements of the contract amounting to more than ten percent of the Bid price is envisaged (if applicable).

2.1.4. Eligible Goods and Services

i) N/A

2.1.5. Cost of Bidding

i) The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Procuring Agency will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the Bidding process.

2.1.6. One person one bid

i) As per Rule 36A of Punjab Procurement Rules 2014, a Bidder shall submit only one Bid in the same bidding process, either individually as a Bidder or as a member in a joint venture or any similar arrangement.

- ii) N/A.
- iii) A Bidder, if acting in the capacity of sub-contractor in any Bid for this procurement, shall not be eligible to submit its bid for the same.
- iv)
- 2.1.7. Work Plan/ Deputation Plan**
- i) The Bidder shall be responsible for the provision of bids as per work plan/deputation plan formulated by the procuring agency and procuring agency may also, from time to time amend the same as per its requirement.

2.2. The Bidding Documents

2.2.1. Content of Bidding Documents

- i) The services' required, Bidding procedures, and contract terms are prescribed in the Bidding documents. The Bidding documents, inter alia, include:
- (a) Invitation to Bids
 - (b) Instructions to Bidders (ITB)
 - (c) Technical Specifications
 - (d) Bid Data Sheet
 - (e) General Conditions of Contract (GCC)
 - (f) Special Conditions of Contract (SCC)
 - (g) Schedule of Requirements
 - (h) Bid Form
 - (i) N/A
 - (j) Bidder Profile Form
 - (k) General Information Form
 - (l) Affidavit
 - (m) Bid Security Form
 - (n) Technical Bid Form
 - (o) Contract Form
 - (p) Financial Bid Form / Price Schedule
 - (q) Performance Guarantee Form
 - (r) Check List
- ii) The Bidder is required to examine all instructions, forms, terms, and specifications in the Bidding documents. Failure to furnish all information as required by the Bidding documents or to submit a Bid not responsive to the Bidding documents in every respect will be at the Bidder's risk and may result in the rejection of its Bid.
- iii) In case of discrepancies between the Invitation to Bid and the Bidding Documents listed in **ITB 2.2.1 (i)** above, the said Bidding Documents, if not in

conflict with any provision of PPR-14, will take precedence.

- iv) The Procuring Agency is not responsible for the completeness of the Bidding Documents and their addenda, if they were not obtained directly from the Procuring Agency or from its website or website of PPRA. Re-confirming from the Procuring Agency that all pages/ contents have been properly and clearly received is the prime responsibility of the Bidder.

2.2.2. Clarification of Bidding Documents

- i) A prospective Bidder requiring any clarification of the Bidding documents may notify the Procuring Agency in writing or by email at the Procuring Agency's address indicated in Invitation to Bid/ Tender Notice/ Advertisement. The Procuring Agency will respond in writing to any request for clarification of the Bidding documents which it receives **no later than seven (7) days prior to the deadline for the submission of Bids** prescribed in the Bid Data Sheet. Written copies of the Procuring Agency's response (including an explanation of the query but without identifying) will be sent to all prospective Bidders that have received the Bidding documents.
- ii) A prospective Bidder requiring any clarification of the Bidding Documents may notify the Procuring Agency in writing or in electronic form that provides record of the content of communication at the Procuring Agency's address indicated in the **BDS**.
- iii) The Procuring Agency will within three (3) working days after receiving the request for clarification, respond in writing or in electronic form to any request for clarification provided that such request is received not later than seven (7) days prior to the deadline for the submission of Bids. As prescribed in **ITB 2.2.2 (i), above**. However, this clause shall not apply in case of alternate methods of Procurement.
- iv) Should the Procuring Agency deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under **ITB 2.2.3**.
- v) If indicated **in the BDS**, the Bidder's designated representative is invited at the Bidder's cost to

attend a pre-Bid meeting at the place, date and time mentioned **in the BDS**. During this pre-Bid meeting, prospective Bidders may request clarification of the schedule of requirement, the Evaluation Criteria or any other aspects of the Bidding Documents.

- vi) Minutes of the pre-Bid meeting, if applicable, including the text of the questions asked by Bidders, including those during the meeting (without identifying the source) and the responses given, together with any responses prepared after the meeting will be transmitted promptly to all prospective Bidders who have obtained the Bidding Documents and by uploading same on the website of the procuring agency. Any modification to the Bidding Documents that may become necessary as a result of the pre-Bid meeting shall be made by the Procuring Agency exclusively through the use of an Addendum pursuant to ITB 2.2.3. Non-attendance at the pre-Bid meeting will not be a cause for disqualification of a Bidder.
- vii) After pre-bid meeting no clarification may be sought from the Procuring Agency by such bidder who attend the pre-bid meeting and did not ask the clarification. Subsequent clarification requirement in such case from such bidder shall not be entertained.

2.2.3. Amendment of Bidding Documents

- i) At any time prior to the deadline for submission of Bids, the Procuring Agency, 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. Any such change/amendment in the Bidding documents shall be provided in a timely manner, preferably through electronic means also, and on equal opportunity basis as per Rule-25(3) OR Rule 25(4) of PPR-14 as the case may be.
- ii) In order to allow prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Procuring Agency, at its discretion, may extend the deadline for the submission of Bids, as per rule 29 of PPR-14, in the manner similar to the original advertisements, so as to avoid any inconvenience and to doubly ensure level playing field for all prospective bidders.

2.3. Preparation of Bids

2.3.1. Language of Bid

- i) The Bid prepared by the Bidder, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Procuring Agency shall be written in the language specified in the Bid Data Sheet. Supporting documents and printed literature furnished by the Bidder may be in same language.

2.3.2. Bid Form

- i) The Bidder shall complete the Bid Form and the appropriate Price Schedule (Financial Bid) furnished in the Bidding documents, indicating the services to be procured

2.3.3. Bid Prices

- i) The Bidder shall indicate on form 8.10 the unit prices (where applicable) and total Bid price of the services it proposes to provide under the contract.
- ii) **Prices indicated on the Price Schedule shall be cumulative as given in the relevant section.**
- iii) The Bidder's separation of price components in accordance with ITB Clause 2.3.3(ii) above will be solely for the purpose of facilitating the comparison of Bids by the Procuring Agency and will not in any way limit the Procuring Agency's right to contract on any of the terms offered.
- iv) 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 **adjustable price quotation** will be treated as non-responsive and may be rejected.

2.3.4. Bid Currencies

- i) Prices shall be quoted in **Pak Rupees** unless otherwise specified in the Bid Data Sheet.
- ii) The Bidders must adhere to all applicable taxes (imposed by FBR/PRA/any other government organization) while preparing financial bid.

2.3.5. Documents Establishing Bidder's Eligibility and Qualification

- i) Pursuant to ITB Clause 2.1.3, 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.
- ii) The documentary evidence of the Bidder's eligibility to Bid shall establish to the Procuring Agency's satisfaction that the Bidder, at the time of

submission of its Bid, is eligible as defined under ITB Clause 2.1.3.

- iii) The documentary evidence, of the Bidder's qualifications to perform the contract if its Bid is accepted, shall establish to the Procuring Agency's satisfaction:
 - (a) that the Bidder has the all such financial, technical capability necessary to perform the contract;
 - (b) that the Bidder meets the qualification criteria listed in the Bid Data Sheet.

2.3.6 Documents Establishing Goods' Eligibility and Conformity to Bidding Documents

2.3.7. Bid Security

N/ A

- i) The Bidder shall furnish, as part of its Bid, a Bid security in the amount specified in the Bid Data Sheet.
- ii) The Bid security is required to protect the Procuring Agency against the risk of Bidder's conduct which would warrant the security's forfeiture Pursuant to ITB Clause 2.3.8. (vii).
- iii) The Bid security shall be in Pakistan Rupees and shall be in one of the following forms:
 - (a) Bank Guarantee, Bank call-deposit (CDR), as prescribed in the bid data sheet.
- iv) Any Bid not secured in accordance with ITB Clauses 2.3.8 (i) and (ii) may be rejected by the Procuring Agency as non-responsive.
- v) Unsuccessful Bidders' Bid security will be discharged or returned as promptly as possible but not later than Fifteen (15) days after the expiration of the period of Bid validity prescribed by the Procuring Agency pursuant to ITB Clause 2.3.8 (ii) or along with unopened financial proposal as per rule 38(2)(a)(vii) of PPR-14, which shall take precedence, and is as under:

- vi) The successful Bidder's Bid security will be discharged upon the Bidder signing the contract, pursuant to ITB Clause 2.6.1, and furnishing the Performance Guarantee, pursuant to ITB Clause 2.6.2.
- vii) The Bid security shall be forfeited:
 - 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:
 - i. Fails to sign the contract in accordance with ITB Clause 2.6.3; **or**
 - ii. Fails to furnish Performance Guarantee in accordance with ITB Clause 2.6.2; or
 - iii. If the blacklisting proceedings under Section-17A of PPRA Act, 2009 read with Rule-21 of PPR-14 are initiated and the bidder is declared blacklisted after due process of law by PA or by PPRA in any case.

2.3.8. Period of Validity of Bids

- i) Bids shall remain valid for the period specified in the Bid Data Sheet after the date of Bid opening prescribed by the Procuring Agency. A Bid valid for a shorter period may be rejected by the Procuring Agency as non-responsive.
- ii) In exceptional circumstances, the Procuring Agency may solicit the Bidder's consent to an extension of the period of validity (as per rule-28 of PPR-14). The request and the responses thereto shall be made in writing (or by email). The Bid security provided under ITB Clause 2.3.8 shall also be suitably extended. A Bidder may refuse the request without forfeiting its Bid security. A Bidder accepting the request will not be required nor permitted to modify its Bid.

2.3.9. Format and Signing of Bid

- i) The Bidder shall prepare an original and the number of copies of the Bid indicated in the Bid Data Sheet, clearly marking each "ORIGINAL BID" and "COPY OF BID," as appropriate. In the event of any discrepancy between them, the original shall prevail.

- ii) The Bidder shall authorize a person/ persons for signing, submission and further correspondence with Procuring Agency on behalf of bidder. Authority letter must be part of bid. However, in case of any issue bidder shall be responsible for all consequences.
- iii) The original and the copy or copies of the Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person duly authorized to bind the Bidder to the contract. All pages of the Bid, shall be signed and stamped by the authorized person.
- iv) Any interlineation, erasures, or overwriting shall be valid only if they are initialed by the authorized person for signing the Bid.
- v) The original Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified in the **BDS** and shall be attached to the Bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Bid including bank statement, audited reports etc., shall be signed and stamped by the authorized person.
- vi) Any interlineations, erasures, or overwriting shall be valid only if they are signed by the person or persons signing the Bidder.
- vii) The Bidder shall furnish information as described in the Form of Bid on commissions or gratuities, if any, paid or to be paid to agents relating to this Bid and to contract execution if the Bidder is awarded the contract.

2.4. Submission of Bids

2.4.1 Sealing and Marking of Bids

- i) As per Rule 24, the Bidder shall seal the original and each copy of the Bid in separate envelopes, duly marking the envelopes as “ORIGINAL” and “COPY” (if required in SCC). The envelopes shall then be sealed in an outer envelope.
- ii) The inner and outer envelopes shall:
 - a. be addressed to the Procuring Agency at the address given in the Bid Data Sheet; and

- b. bear the title of procurement Activity indicated in the Bid Data Sheet, the Invitation to Bids (ITB) title and number indicated in the Bid Data Sheet, and a statement: “DO NOT OPEN BEFORE (time and date)”.
- iii) N/A
- iv) If the outer envelope is not sealed and marked as required by ITB Clause 2.4.1 (i), the Procuring Agency will assume no responsibility for the Bid’s misplacement or premature opening.
- v) N/A
- vi) N/A
- vii) N/A
- viii)
 - a) N/A
 - b) N/A
- ix) In case of Single Stage Two Envelope Procedure, The Bid shall comprise two envelopes submitted simultaneously, one called the Technical Proposal and the other Financial Proposal. Both envelopes to be enclosed together in an outer single envelope called the Bid. Each Bidder shall submit his bid as under:
 - a) Bidder shall submit his TECHNICAL PROPOSAL and FINANCIAL PROPOSAL in separate inner envelopes and enclosed in a single outer envelope.
 - b) ORIGINAL and each copy of the Bid shall be separately sealed and put in separate envelopes and marked as such.
 - c) The envelopes containing the ORIGINAL and copies will be put in one sealed envelope and addressed / identified as given in BDS.
- x) The inner and outer envelopes shall:
 - a) be addressed to the Procuring Agency at the address provided in the BDS;
 - b) bear the name and identification number of the contract as defined in the BDS; and provide a warning not to open before the time and date for

bid opening, as specified in the BDS, pursuant to ITB 2.4.2;

c) N/A

- xi) If all envelopes are not sealed and marked as required by **ITB 2.4.1** or incorrectly marked, the Procuring Agency will assume no responsibility for the misplacement or premature opening of Bid.

2.4.2 Deadline for Submission of Bids

- i) Bids must be received by the Procuring Agency at the address specified under BDS no later than the time and date specified in the Bid Data Sheet. Bids received through courier services shall not be entertained.
- ii) The Procuring Agency may, at its discretion and as per rule 29 of PPR-14, extend this deadline for the submission of Bids by amending the Bidding documents in accordance with ITB Clause 2.2.2 & 2.2.3 in which case all rights and obligations of the Procuring Agency and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

2.4.3. Late Bids

- iii) N/A
- i) Any Bid received by the Procuring Agency after the deadline for submission of Bids prescribed by the Procuring Agency pursuant to ITB Clause 2.4.2 will be rejected and returned unopened to the Bidder.
- ii) The Procuring Agency shall not consider for evaluation any Bid that arrives after the deadline for submission of Bids.
- iii) Any Bid received by the Procuring Agency after the deadline for submission of Bids shall be declared late, recorded, rejected and returned unopened to the Bidder by the procuring agency.

2.4.4. Modification and Withdrawal of Bids

- i) The Bidder may modify or withdraw its Bid after the Bid's submission, provided that written notice of the modification, including substitution or withdrawal of the Bids, is received by the Procuring Agency prior to the deadline prescribed for submission of Bids.
- ii) The Bidder's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of Clause (i) A withdrawal notice may also be sent by email, but

followed by a signed confirmation copy, postmarked not later than the deadline for submission of Bids.

- iii) No Bid may be modified after the deadline for submission of Bids.
- iv) No Bid may be withdrawn in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified by the Bidder on the Bid Form. Withdrawal of a Bid during this interval may result in the Bidder's forfeiture of its Bid security (along with other remedies available under PPR-14), pursuant to the ITB Clause 2.3.8 (vii).
- v) A Bidder may withdraw its Bid after it has been submitted, provided that written notice of the withdrawal of the Bid, is received by the Procuring Agency prior to the deadline for submission of Bids.
- vi) Revised bid may be submitted after the withdrawal of the original bid before the deadline for submission of Bids.

2.5. Opening and Evaluation of Bids

2.5.1. Opening of Bids by the Procuring Agency

- i) The Procuring Agency/Bid Opening Committee will open all Bids, in public, in the presence of Bidders' or their representatives who choose to attend, and other parties with a legitimate interest in the Bid proceedings at the place, on the date and at the time, specified in the **BDS**. The Bidders' representatives present shall sign a register/attendance sheet as proof of their attendance. Further, submitting of signed & stamped bid shall be considered that the bidder has read, understand, acknowledge all the contents/terms and conditions of this bidding documents and the bidder shall not object the conditions of this bidding documents at any forum or court after submission of its bid, subsequently.
- ii) First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding bid shall not be opened, but returned to the Bidder. No bid withdrawal shall be permitted unless the corresponding Withdrawal Notice contains a valid authorization to request the withdrawal and is read out at bid opening-

- iii) Second, outer envelopes marked “SUBSTITUTION” shall be opened. The inner envelopes containing the Substitution Bid shall be exchanged for the corresponding Original Bid being substituted, which is to be returned to the Bidder unopened. No envelope shall be substituted unless the corresponding Substitution Notice contains a valid authorization to request the substitution and is read out and recorded at bid opening.
- iv) Next, outer envelopes marked “MODIFICATION” shall be opened. No Technical Proposal and/or Financial Proposal shall be modified unless the corresponding Modification Notice contains a valid authorization to request the modification and is read out and recorded at the opening of the Bids. Any Modification shall be read out along with the Original Bid except in case of Single Stage Two Envelope Procedure where only the Technical Proposal, both Original as well as Modification, are to be opened, read out, and recorded at the opening. Financial Proposal, both Original and Modification, will remain unopened till the prescribed financial bid opening date.
- v) N/A
- vi) In case of Single Stage Two Envelope Procedure, the Procuring Agency will open the Technical Proposals in public at the address, date and time specified in the **BDS** in the presence of Bidders’ designated representatives who choose to attend and other parties with a legitimate interest in the Bid proceedings. The Financial Proposals will remain unopened and will be held in custody of the Procuring Agency until the specified time of their opening.
- vii) The envelopes holding the Technical Proposals shall be opened one at a time, and the following read out and recorded: (a) the name of the Bidder; (b) the presence of a Bid Security, if required; and (c) Any other details as the Procuring Agency may consider appropriate.
- viii) Bidders are advised to send in a representative with the knowledge of the content of the Bid who shall verify the information read out from the submitted documents. Failure to send a representative or to

point out any un-read information by the sent Bidder's representative shall indemnify the Procuring Agency against any claim or failure to read out the correct information contained in the Bidder's Bid.

- ix) No Bid will be rejected at the time of Bid opening except for late Bids which will be returned unopened to the Bidder, pursuant to **2.4.3 (i)**.
- x) The Procuring Agency shall prepare minutes of the Bid opening. The record of the Bid opening shall include, as a minimum: the name of the Bidder and whether or not there is a withdrawal, substitution or modification, the Bid price if applicable.
- xi) The Bidders' representatives who are present shall be requested to sign on the attendance sheet. The omission of a Bidder's signature on the record shall not invalidate the contents and affect the record.

2.5.2. Confidentiality

- i) Information relating to the examination, clarification, evaluation and comparison of Bids and recommendation of contract award shall not be disclosed to Bidders or any other persons not officially concerned with such process until the time of the announcement of the respective evaluation report in accordance with the requirements of rule 37 of PPR-14.
- ii) Any effort by a Bidder to influence the Procuring Agency processing of Bids or award decisions may result in the rejection of its Bid.
- iii) Notwithstanding **ITB Clause 2.2.2** from the time of Bid opening to the time of contract award, if any Bidder wishes to contact the Procuring Agency on any matter related to the Bidding process, it should do so in writing or in electronic forms that provides record of the content of communication.

2.5.3. Clarification of Bids

- i) As per rule 33(2) of PPR-14, to assist in the examination, evaluation and comparison of Bids and post-qualification of the Bidders, the Procuring Agency may, at its discretion, ask any Bidder for a clarification of its Bid including breakdown of prices to determine its reasonability. Any clarification submitted by a Bidder that is not in response to a request by the Procuring Agency shall not be considered. Moreover, Procuring Agency may at any

stage ask any clarification from the bidder about its/ their previous conduct in a contract (s), any penalty, successful completion of the contract (s) details about the status of the bidder and in case the bidder refuse to provide such documents/record, the procuring agency may reject its/their bid in addition to forfeiting its/their bid security.

- ii) The request for clarification and the response shall be in writing or in electronic forms that provide record of the content of communication. In case of Single Stage Two Envelope Procedure, no change in the prices or substance of the Bid shall be sought, offered, or permitted. Whereas in case of Single Stage One Envelope Procedure, only the correction of arithmetic errors discovered by the Procuring Agency in the evaluation of Bids should be sought in accordance with ITB Clause 2.5.6.
- iii) The alteration or modification in The Bid which in any way affect the following parameters will be considered as a change in the substance of a bid:
 - a) Evaluation & qualification criteria;
 - b) Required scope of work or specifications and related material;
 - c) All securities requirements;
 - d) Tax requirements;
 - e) Terms and conditions of bidding documents.
 - f) Change in the ranking of the Bidder
- iv) From the time of Bid opening to the time of Contract award if any Bidder wishes to contact the Procuring Agency on any matter related to the Bid it should do so in writing or in electronic forms that provide record of the content of communication.

2.5.4. Preliminary Examination

- i) The Procuring Agency will examine the 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, and whether the Bids are generally in order.
- ii) Arithmetical errors after recommendation of notified committee by Procuring Agency will be rectified 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. If the Supplier does not accept the correction of the errors, its Bid may be rejected, and its Bid security may be forfeited.
 - b. If there is a discrepancy between words and figures, the amount in words will prevail.
- iii) Prior to the detailed evaluation, the Procuring Agency will determine the responsiveness of each Bid to the Bidding documents, pursuant to ITB Clause 2.5.5. For purposes of these Clauses, a responsive Bid is one which conforms to all the terms and conditions of the Bidding documents without material deviations. Deviations from, or objections or reservations to critical provisions, **such as** those concerning **Bid Security** (ITB Clause 2.3.8), **Applicable Law** (GCC Clause 30), **Taxes and Duties** (GCC Clause 32) & mandatory Registrations/ Renewals will be deemed to be a material deviation. The Procuring Agency's determination of a Bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.
- iv) If a Bid is not responsive, it will be rejected by the Procuring Agency and may not subsequently be made responsive by the Bidder by correction of the non-conformity.
- v) Prior to the detailed evaluation of Bids, the Procuring Agency will determine whether each Bid:
- a) Meets the eligibility criteria defined in **ITB 2.1.3** and **ITB 2.1.4**;
 - b) Has been prepared as per the format and contents defined by the Procuring Agency in the Bidding Documents;
 - c) Has been properly signed;
 - d) Is accompanied by the required securities; and
 - e) Is responsive to the requirements of the Bidding Documents.

The Procuring Agency's determination of a Bid's responsiveness will be based on the contents of the Bid itself.

2.5.5. Examination of Terms and Conditions; Technical Evaluation

- i) The Procuring Agency/Technical Evaluation Committee shall examine the Bid to confirm that all terms and conditions specified in the **GCC** and the **SCC** have been accepted by the Bidder without any material deviation or reservation.
- ii) The Procuring Agency/ Technical Evaluation Committee shall evaluate the technical aspects of the Bid submitted to confirm that all requirements specified in **Section III-Technical Specifications, Section VII – Schedule of Requirements & Evaluation Criteria as provided in BDS**, have been met without material deviation or reservation.
- iii) If after the examination of the terms and conditions and the technical evaluation, the Procuring Agency/ Technical Evaluation Committee determines that the Bid is not responsive in accordance, it shall reject the Bid.

2.5.6. Correction of Errors

- i) Bids determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected as follows: -
 - a) If there is a discrepancy between unit prices 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, unless in the opinion of the Procuring Agency there is an obvious misplacement of the decimal point in the unit price, in which the total price as quoted shall govern and the unit price shall be corrected;
 - b) If there is an error in a total corresponding to the addition or subtraction of sub-totals, the sub-totals shall prevail and the total shall be corrected; and
 - c) Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.
 - d) Where there is discrepancy between grand total of price schedule and amount mentioned on the Form of Bid, the amount referred in Price Schedule shall be treated as correct subject to elimination of other errors.
- ii) The amount stated in the Bid will, be adjusted by the Procuring Agency/ Technical Evaluation Committee/ Financial Evaluation Committee in accordance with the above procedure for the

correction of errors. The concurrence of the Bidder shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, its Bid will then be rejected, and the Bid Security may be forfeited or the Bid Securing Declaration may be executed in accordance with **ITB 2.3.8**.

**2.5.7.
Conversion to
Single
Currency**

- i) As per rule 32(2) of PPR-14, to facilitate evaluation and comparison, the Procuring Agency will convert all Bid prices expressed in the amounts in various currencies in which the Bid prices as follows:

For the purposes of comparison of bids quoted in different currencies, the price shall be converted into a single currency specified in the bidding documents. The rate of exchange shall be the selling rate, prevailing on the date of opening of bids specified in the bidding documents, as notified by the State Bank of Pakistan on that day, in case of holiday in State Bank of Pakistan on the day of opening financial bids, then previous working day's ex-change rates will prevail.

**2.5.8. Post-
Qualification &
Evaluation of
Bids**

- i) In the absence of **prequalification**, the Procuring Agency will determine to its satisfaction whether the Bidder is qualified to perform the contract satisfactorily, in accordance with the evaluation criteria listed in BDS & pursuant to ITB Clause 2.1.3.
- ii) The determination will take into account the Bidder's financial, technical, and production/ supplying capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 2.3.6, as well as such other information required for eligibility/qualification expressed in Bid Data Sheet as the Procuring Agency deems necessary and appropriate.
- iii) The Procuring Agency/ Technical Evaluation Committee will **technically evaluate** and compare the Bids which have been determined to be responsive, pursuant to ITB Clause 2.5.5, as per Technical Specifications required.
- iv) The **financial evaluation** of a Bid will be on the basis of form of Price Schedules/ Financial Bid Form 8.10.

**2.5.9.
Contacting the
Procuring
Agency**

- i) Subject to ITB Clause 2.5.3, no Bidder shall contact the Procuring Agency on any matter relating to its Bid, from the time of the Bid opening to the time the evaluation report is made public i.e. 10 days before the contract is awarded. If the Bidder wishes to bring additional information or has grievance to the notice of the Procuring Agency, it should do so in writing.
- ii) Any effort by a Bidder to influence the Procuring Agency during Bid evaluation, or Bid comparison may result in the rejection of the Bidder's Bid.

**2.5.10.
Grievance
Redressal**

- i) As per Rule-67 of PPR-14, Procuring Agency shall constitute a Grievance Redressed Committee (GRC) comprising of odd number of persons with proper powers and authorization to address the complaints. The GRC shall not have any of the members of the Procurement Evaluation Committee. The Committee may preferably have one subject specialist depending upon the nature of the procurement in addition to one person with legal background as per their availability to the Procuring Agency.
- ii) Any Bidder feeling aggrieved can file its written complaint against the eligibility parameters or any other terms and conditions prescribed in the Bidding documents found contrary to provision of procurement laws, and the same shall be addressed by the Procuring Agency well before the proposal submission deadline.
- iii) N/A
- iv) Any Bidder feeling aggrieved by any act of the Procuring Agency after the submission of its Bid in case of a single stage single envelope may lodge a written complaint concerning his grievances not later than ten days after the announcement of the Final evaluation reports. In case of single stage two envelope bidding procedure any bidder feeling aggrieved from technical evaluation it/ they may file a grievance/ complaint within five (05) days of announcement of the technical evaluation report by the Procuring Agency. However, the Procuring Agency after completion of the technical evaluation process, shall immediately upload the technical evaluation report on the website of PPRA and

Procuring Agency for obtaining/ receiving grievance petitions from the prospective bidders (if any). Any grievance by the bidder received later than prescribed time i.e. five days by the Procuring Agency in regard of technical evaluation of the bids shall be rejected in-limine. However, the bidder may file any complaint/ grievance against the final evaluation report to the extent of financial evaluation within ten (10) days as provided in PPRA Rules.

- v) In case, the complaint/grievance is filed after the issuance of the final evaluation report (technical+financial), the bidder/complainant cannot raise any objection on technical evaluation of the report. Provided that the complainant may raise the objection on any part of the final evaluation report in case where single stage one envelop bidding procedure is adopted.
- vi) The GRC shall investigate and decide upon the complaint within fifteen days of the receipt of the complaint. Mere fact of lodging of a complaint shall not warrant suspension of the procurement process.
- vii) Only the bidder (who participated in the bidding process) may submit its/ their grievances (against technical or financial evaluation).

2.6. Award of Contract

2.6.1. Notification of Award

- i) Prior to the expiration of the period of Bid validity, the Procuring Agency will notify the successful Bidder in writing by registered letter and by email to be confirmed in writing by registered letter, that its Bid has been accepted.
- ii) The notification of award will constitute the formation of the Contract.
- iii) Upon the successful Bidder's furnishing of the Performance Guarantee pursuant to ITB Clause 2.6.2 (i), the Procuring Agency will promptly notify each unsuccessful Bidder and will discharge its Bid security, pursuant to ITB Clause 2.3.8 (v).

2.6.2. Performance Guarantee

- i) Within Seven (07) days of the receipt of notification of award from the Procuring Agency, the successful Bidder shall furnish the Performance Guarantee in

accordance with the Conditions of Contract, in the Performance Guarantee Form provided in the Bidding documents, or in another form acceptable to the Procuring Agency.

- ii) Failure of the successful Bidder to comply with the requirement of ITB Clause (i) above or ITB Clause 2.6.3 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid security along with other remedies available under PPR-14. After that, the Procuring Agency may decide to award the contract to the next lowest evaluated Bidder, keeping in view the Bid validity time, or call for new Bids keeping in view the concept of value for money as defined under rule-2(ae) read with Principles of Procurement as enunciated in rule-4 of PPR-14.

2.6.3. Signing of Contract/ Issuance of Work Order

1. At the same time as the Procuring Agency notifies the successful Bidder that its Bid has been accepted, the Procuring Agency will send the Bidder the Contract Form provided in the Bidding documents, incorporating all agreements between the parties or will issue the purchase order *[as the case may be]*.
2. Under rule-63 of PPR-14, where the Procuring Agency requires formal signing of contract, within seven (07) days of receipt of the Contract Form, the successful Bidder shall sign and mention date of the contract and return it to the Procuring Agency.
3. Where no such formal signing is required by the procuring agency, the procuring agency shall issue work order after the receipt of required performance guarantee, as per rule 55 of PPR-14.

2.6.4. Award Criteria

- i) Subject to ITB Clause 2.6.2, under rule-55 of PPR-14, the Procuring Agency will award the contract to the successful Bidder whose Bid has been determined to be responsive and has been determined to be the lowest evaluated Bid, provided that the Bidder has been determined to be qualified to perform the contract satisfactorily.

2.6.5. Procuring Agency's Right to Vary

- i) The Procuring Agency reserves the right at the time of contract award to increase or decrease the quantity of goods and services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions, on the

**Quantities at
Time of Award
2.6.6.
Procuring
Agency's Right
to Accept or
Reject All Bids**

analogy of rule-59 (c)(iv) of PPR-14 (not more than 15%).

- i) As per rule 35 of PPR-14, the Procuring Agency reserves the right to accept or reject all Bids or proposals (and to annul the Bidding process) at any time prior to the acceptance of any Bid or proposal, without thereby incurring any liability towards the Bidders.
- ii) The Bidders shall be promptly informed about the rejection of the Bids, if any
- iii) The Procuring Agency shall upon request communicate to any Bidder, the grounds for its rejection of all Bids or proposals, but shall not be required to justify those grounds.

2.6.7. Re-Bidding

- i) If the Procuring Agency rejects all the Bids under rule 35, it may proceed with the process of fresh Bidding but before doing that it shall assess the reasons for rejection and may, if necessary, revise specifications, evaluation criteria or any other condition for Bidders.

2.6.8. Corrupt or Fraudulent Practices

- i) The Procuring Agency Bidders, Suppliers, and Contractors observe the highest standard of ethics during the procurement and execution of contracts.

“Corrupt practices” in respect of procurement process, shall be as given in S-2 (d) of PPRA, Act, 2009, which is as follows:

“(d) “corrupt practice” means 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; 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, noncompetitive 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.”*
 - vi. Moreover, if the bidder has concealed any material evidence like fine, penalty, imposing of LD, forfeiting the bid security/performance guarantee or displeasure notification, letter from any Procuring Agency or entity, his bid may be re-evaluated/rejected.*

ii) Blacklisting & Debarment:

Blacklisted Consultants and those found involved in “Corrupt Practices” are not allowed to participate in bidding.

- iii) Furthermore, Bidders must keep themselves aware of the provision stated in clause 5.4 and clause 24.1 of the General Conditions of Contract.

Section-III. Requirement/ Technical Specification/ Scope of Work

SERVICES	Quantity	Description	
VXRAILS WARRANTY RENEWAL FOR 01 YEAR	01 (required for 12 Servers)	Comprehensive 24x7 Support Required	Single source of Mission Critical support for fully integrated VxRail system including vSAN, vSphere, HCI system software and all hardware
		Enterprise Support Services Required	- Remote technical support - Onsite support - Automated issue detection and case creation - Self-service case initiation and management - Hardware, Hypervisor, Operating environment Software and OS support
		Support Channels Required	Renew existing VxRail Warranty through Dell ProSupport contract to get 24x7 support through phone, chat and online
		Code Upgrade Required	Remote system software code upgrades must be part of warranty renewal proposal
		Software Support Renewal Required	- VMWARE vSphere standard - VMWARE vSAN Standard - Recover Point for VM - VXRAIL HCI System Software
		VXRAIL Hardware Support Renewal Required	VXRAIL P507 (Qty. 12 Servers)

NOTE:

1. Authorization Certificate/Dealership Certificate is mandatory.
2. The successful bidder / contractor shall be bound to supply the Software services as per requirement & specification.
3. Client/PSCA reserves the right to cancel the bid/tender at any time in accordance with PPRA Rules-2014.
4. Delivery timeline is Six (06) Weeks.
5. If the delivered/installed software, not found as per standard specifications as mentioned in the Tender Document or the offered Software Services are prohibited or the manufacturers/developers stopped delivering such Software Services, the client reserves the right to claim replacement of the same with higher or same standard specifications
6. Where any brand / name/ reference no. or any other such inference is given in the specification, the word “or equivalent” shall be considered.

Section-IV

4.1. 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). Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

Introduction
PUNJAB SAFE CITIES AUTHORITY
Name of Project: Procurement of VX-Rail Support Services
For clarification purposes, the Employer's address is: PSCA – Qurban Police Lines, Lahore. Phone # : 042-99051605-7 and Email: procurement@psca.gop.pk Requests for clarification shall be received by the PSCA seven (07) calendar days before to the closing date the bids.
Language of the bid – English
Bid Price and Currency
The price quoted against each bid (lot- if applicable) shall be delivered duty paid at the following locations in accordance with the Schedule of Requirements including all payment taxes.
The price shall be in Pak Rupees (including all taxes) and shall be fixed subject to verification.
Preparation and Submission of Bids
EVALUATION CRITERIA:
Eligibility Criteria: (Mandatory Requirements):
The bidder has to fulfil all mandatory requirements detailed below, in order to Technically Qualify for the assignment. The interested bidder/ Contractor has to provide documentary evidence(s) against the below mentioned requirements: a. Legal Status of the bidder(s) such as (Incorporation Certificate (<i>showing its location and the date of registration</i>), Partnership Deed or Form C/D (whichever is applicable) Affidavit and affidavit 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. Bid Security attached with Technical Bid/proposal. f. Audited Financial Statement or Bank Statement for the last financial year from 1st July, 2022 to 30th June, 2023. (Signed & stamped). g. Past relevant experience. h. Signed & stamped bidding document including all attachments (all type of appendices & statements). i. Affidavit to the effect that: - <i>a.</i> The bidder meets the Eligibility Criteria <i>clause 2.1.3- Eligible Bidders of the bidding document.</i> <i>b.</i> Bidder is not currently blacklisted by the Procuring Agency.

- c. The documents/photocopies provided with Bid are authentic. In case of any fake/bogus document found at any stage, the Bidder shall be blacklisted as per Law/ Rules.
- d. The provided information is correct.

Amount of Bid Security:

The required bid security is **PKR. 500,000/-** that is not more than 5% of the estimated cost in accordance with the Punjab Procuring Rules 2014. The Estimated Cost of the tender (per year) is **PKR. 15,340,000/-** inclusive of all applicable taxes.

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

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

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

Deadline for **Bid Submission: January 18, 2024** no later than **1100 Hours**

Time, Date, and Place for Bid Opening: January 18, 2024 at 1130 Hours PSCA Office. However, in case of said bid opening/ closing date, the office is closed due to public holiday etc. the next working day shall be considered as the bid submission/ opening date and there would be no change in the time as provided above.

Bid Evaluation

Criteria for bid evaluation, **Lowest Bid Price** offered by the technically qualified/ responsive bidder/ Contractor inclusive of all taxes if otherwise not provided.

Contract Award

The Bidder whose bid is found the **Lowest Evaluated Bid Price** as per requirement of these documents, may be called for the signing of the contract. The percentage for quantity/number increase or decrease may be reviewed as per the requirement of PSCA at the time of signing of contract keeping in view the parameter of applicable laws/rules.

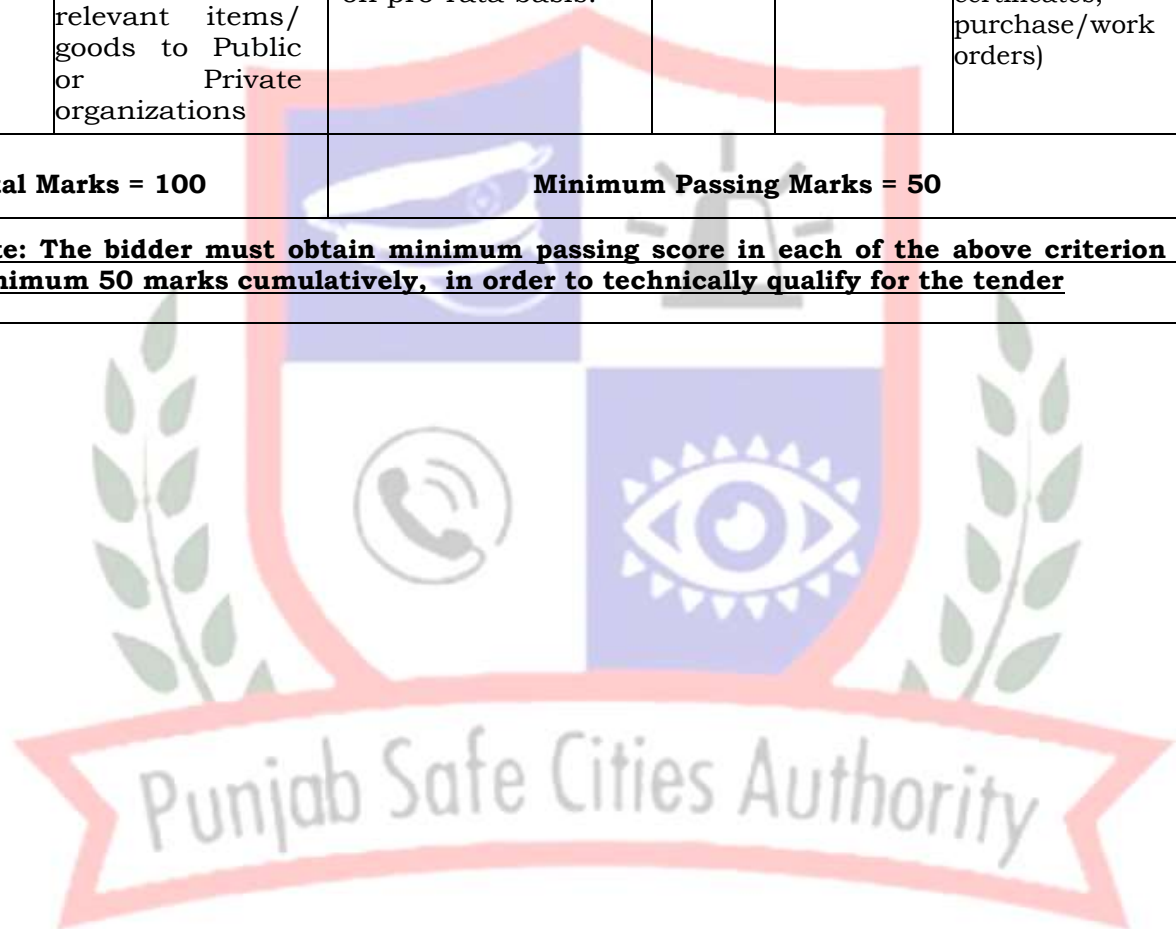
Note:

1. Original CNIC, in case the owner of the firm/company and the valid authorization letter & CNIC from the bidder to its representative is required in order to attend the pre-bid or bid opening meeting on bidder's behalf.
2. To qualify, the bidder is required to pass/comply with the Evaluation Criteria is necessary (Technically + financially).
3. Supporting Evidence shall be provided for each criterion (where applicable/ required)
4. PSCA has right to delete / add / review / any terms and condition or item / quantity or scope of work at its own level at any time in accordance with applicable laws and call/require the sample(s) offered by the bidders(s) for its inspection and confirmation at any time.

4.2. EVALUATION CRITERIA

QUALIFICATION REQUIREMENTS. (Marking System)					
Sr No	Criteria	Description	Max. Marks	Min. Passing Marks	Documents Required
1.	OPERATIONAL HISTORY: Number of Years, Firm is operational	01 Year to 3 Years = 05 Marks More than 03 Years to 5 Years = 10 Marks More than 05 Years = 15 Marks Less than 01 Year = 0 Marks	15	05	Verifiable proof showing operations of firm/business must be attached
2.	VALUE OF CONTRACTS Awarded Value of similar nature completed contracts in last Five (05) years	PKRs 02 million to 05 Million = 05 Marks Above PKRs 05 Million to 10 Million = 10 Marks Above PKRs 10 Million = 15 Marks Less than PKR 02 Million = 0 Marks	15	05	Contracts /POs Required showing value of the contract and successful completion
3.	FINANCIAL SOUNDNESS Audited Financial Statements/ Balance Sheet or Bank Statement or Bank letter for Credit Facility duly issued and certified for the period; 1 st July, 2022 to 30 th June, 2023	Credit Facility Or Annual Turnover for the Audited Financial Statement/ Balance sheet or Average of total transaction amount, for the Bank Statement (avg. of 12 months) for the amount; 1. PKR. 02 Million to PKR. 05 Million = 10 Marks 2. Above PKR. 05 Million to PKR. 10 Million = 20 Marks	30	10	Audited Balance Sheet or Bank Statement or Credit Facility Required (signed & stamped). The availability of required cash balance in the account of the bidder for the required period must be validated by the Bank Letter. The availability of required unused and valid Credit Facility till bid validity period (after bid submission), in the name of bidder.

		3. Above PKR. 10 Million = 30 Marks 3. Less than PKR. 02 Million = 0 Marks			
4.	EXPERIENCE Proof of Relevant Experience for providing Equipment and Appliances or relevant items/ goods to Public or Private organizations	10 Marks will be awarded for each Complied Experience on pro-rata basis.	40	20	Proof of Experiences required (such as contracts, completion certificates, purchase/work orders)
Total Marks = 100		Minimum Passing Marks = 50			
<u>Note: The bidder must obtain minimum passing score in each of the above criterion and minimum 50 marks cumulatively, in order to technically qualify for the tender</u>					



Section-V: General Conditions of Contract

1. Definitions

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

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

the assignment except as providing in the contract;

- iii. any engagement in consulting or other procurement activities of a Contractor that conflicts with his role or relationship with the procuring agency;
- iv. where an official of procuring agency engaged in the procurement process has a financial or economic interest in the outcome of the process of procurement, in a direct or an indirect

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

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

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

l. “Company” means a company registered or deemed to be register under companies Act, 2018 or under any other authority or foreign company registered in Pakistan.

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

n. “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;

- o.** “Day” means calendar day and “Year” means calendar year if otherwise not provided.
- p.** “Employer/Client” means the PSCA that signs the contract for the services/goods with the selected/qualified Contractor.
- q.** “Firm” means a firm register or deemed to be register with the office of registrar.
- r.** “GCC” means the General Conditions of Contract contained in this section.
- s.** “Goods” means required goods as mentioned in Technical Specifications or any other related item, material or goods required under the contract.
- t.** “Joint Venture”; means a contractual business undertaking between two or more persons/ firms/ companies.
- u.** “Lot” means a collection or group of objects, items, things, desirables, works, services, or set of things required by procuring agency through this process of procurement/ bidding documents and evaluated (technically & financially) separately as per the prescribed evaluation criteria.
- v.** “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
- w.** “Province” means Punjab Province.
- x.** “SCC” means the Special Conditions of Contract.
- y.** “Contractor” means a legally established professional firm/ company or entity that may provide/provides the services to the client under the contract
- z.** “Supplier” means a legally established professional firm/ company/ or entity that may provide/provides the goods or services to the client under the contract

aa. “Services” means the work to be performed by the firm/company or entity pursuant to the contract.

bb. “PPRA Rules means the Punjab Procurement Rules 2014 amended to date or any other instructions of the Government relating to the procurement process.

cc. “Punjab Safe Cities Authority” means the organization hiring the services/the Employer/Client/PSCA.

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

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

ff. “Work” means all such work required or may be required by PSCA through this process of Procurement/Contract.

2. Application

2.1. These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.

3. Country of Origin

[where applicable]

3.1. All Goods and Services supplied under the Contract shall have their origin in the countries and territories eligible under the rules, as further elaborated in the SCC.

3.2. For purposes of this Clause, “origin” means the place where the Goods were mined, grown, or produced, or from where the Services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized new product is obtained that is substantially different in basic characteristics or in purpose or utility from its components.

3.3. The origin of Goods and Services is distinct from the nationality of the Supplier. In any case, the requirements of rules 10 & 26, PPR-14, shall be followed.

4. Standards

4.1. The Services supplied under this Contract shall conform to the standards mentioned in the Technical Specifications/work plan/deputation plan.

5. Use of Contract Documents and Information; Inspection and Audit by the procuring agency.

5.1. The Contractor shall not, without the Procuring Agency's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring Agency in connection therewith, to any person other than a person employed by the Contractor in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

5.2. The Contractor shall not, without the Procuring Agency's prior written consent, make use of any document or information enumerated in GCC Clause 5.1 except for purposes of executing the Contract.

5.3. Any document, other than the Contract itself, enumerated in GCC Clause 5.1 shall remain the property of the Procuring Agency and shall be returned (all copies) to the Procuring Agency on completion of the Contractor's performance under the Contract if so required by the Procuring Agency.

5.4. The Contractor shall permit the Procuring Agency to inspect the Supplier's accounts and records relating to the performance of the Contractor and to have them audited by auditors appointed by the donors, if so required by the donors.

7. Performance Guarantee

7.1. Within seven (07) days of receipt of the notification of Contract award, the successful Bidder shall furnish to the Procuring Agency the Performance Guarantee in the amount specified in SCC/Bid Data Sheet & clause 2.6.2 of ITB.

7.2. The proceeds of the Performance Guarantee shall be payable to the Procuring Agency as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

7.3. As per Rule-56 of PPR-14, the performance guarantee shall be denominated in the currency of the Contract acceptable to the Procuring Agency and shall be in one of the following forms:

- (a) a bank guarantee issued by a reputable bank located in the Procuring Agency's country, in the form provided in the Bidding documents; or

- (b) a Bank Guarantee, Bank call-deposit (CDR),.

7.4. The performance guarantee will be discharged by the Procuring Agency and returned to the 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.

13. Incidental Services & Material

13.1. The Contractor may be required to provide any or all of the following services/ goods, including additional services/goods, if any, specified in SCC:

- (a) satisfactory performance for specified time/ quantity on-site and/or supervision of on-site assembly and/or start-up of the supplied Goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied Goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
- (d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
- (e) training of the Procuring Agency's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods (if required).

13.2. Prices charged by the Supplier for incidental services shall be included in the Contract Price for the Goods and shall not exceed:

- (i) the prevailing rates charged for other parties by the Supplier for similar services; and
- (ii) original price of goods.

16. Payment

16.1. The method and conditions of payment to be made to the Contractor under this Contract shall be specified in SCC.

16.2. The Contractor's request(s) for payment shall be made to the Procuring Agency in writing, accompanied by an invoice describing, as appropriate, the] Services

performed, and by documents submitted pursuant to GCC Clause 10, and upon fulfillment of other obligations stipulated in the Contract.

16.3. As per rule-62 of PPR-14, payments shall be made promptly by the Procuring Agency, but in no case later than thirty (30) days after submission of an invoice or claim by the Contractor, provided the work is satisfactory subject to availability of funds.

16.4. The currency of payment is PKR.

17. Prices

17.1. Prices charged by the Contractor for Services performed under the Contract shall not vary from the prices quoted by the Contractor in its Bid, with the exception of any price adjustments authorized in SCC.

18. Change Orders

18.1. The Procuring Agency may at any time, by a written order given to the Contractor pursuant to GCC Clause 31, make changes within the general scope of the Contract, only if required for the successful completion of the job.

(

18.2. If any such change causes an increase or decrease in the cost of, or the time required for, the Contractor's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Procuring Agency's change order. But, in no case, the overall impact of the change should exceed 15% of the contract cost and no provisions of PPR-14 should be violated.

19. Contract Amendments

19.1. Subject to GCC Clause 18, no variation in or modification of the terms of the Contract shall be made except by the mutual consent through written amendment signed by the parties

20. Assignment

20.1. The Contractor shall not assign the whole of contract to anybody else. However, some parts of contract or its obligations may be assigned to sub-contractors with the prior written approval of the procuring agency.

21. Sub-contracts

21.1. N/A

21.2. N/A

22. Delays in the Contractor's Performance

22.1. Performance of Services shall be made by the Contractor in accordance with the time schedule of Requirements/ /Work Plan/ Deputation Plan prescribed by the Procuring Agency in the Schedule of Requirements-

22.2. If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Procuring Agency in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Procuring Agency shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.

22.3. Except as provided under GCC Clause 25, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 23, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the imposition of liquidated damages.

23. Liquidated Damages

23.1. Subject to GCC Clause 25, if the Contractor fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Procuring Agency shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in SCC. Once the maximum is reached, the Procuring Agency may consider termination of the Contract pursuant to GCC Clause 24 along with other remedies available under PPR-14.

24. Termination for Default

24.1. The Procuring Agency, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Contractor, may terminate this Contract in whole or in part:

- (a) if the Contractor fails to deliver any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring Agency pursuant to GCC Clause 22;

- (b) if the Contractor fails to perform any other obligation(s) under the Contract; or
- (c) if the Contractor, in the judgment of the Procuring Agency has engaged in corrupt practices in competing for or in executing the Contract. For the purpose of this clause, corrupt practices will be defined as per Section-2 (d) of The PPRA Act, 2009.

“Corrupt practices” in respect of procurement process, shall be as given in S-2 (d) of PPRA, Act, 2009:

(d) “corrupt practice” means 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; 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, noncompetitive 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:

- vii. 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;*
- viii. 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;*
- ix. offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain;*
- x. 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;*
- xi. 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

24.2. In the event the Procuring Agency terminates the Contract in whole or in part, pursuant to GCC Clause 24.1 or any other clause, the Procuring Agency may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Procuring Agency for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

25. Force Majeure

25.1. Notwithstanding the provisions of GCC Clauses 22, 23, and 24, the Supplier shall not be liable for forfeiture of its Performance Guarantee, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

25.2. For purposes of this clause, “Force Majeure” means an event beyond the control of the Supplier and not involving the Supplier’s fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Procuring Agency in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes. Both, the Procuring Agency and the Supplier, may agree to exclude certain widespread conditions e.g.: epidemics, pandemics, quarantine restrictions etc. from the purview of “Force Majeure”.

25.3. If a Force Majeure situation arises, the Supplier shall promptly notify the Procuring Agency in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring Agency in writing, the Supplier 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. Any difference of opinion concerning “Force Majeure” may be decided through means given herein below.

26. Termination for Insolvency

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

27. Termination for Convenience

27.1. The Procuring Agency, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Procuring Agency's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

27.2. The Goods that are complete and ready for shipment (if applicable) within thirty (30) days after the Supplier's receipt of notice of termination shall be accepted by the Procuring Agency on the Contract terms and prices. For the remaining Goods, the Procuring Agency may choose:

- (a) to have any portion completed and delivered at the Contract terms and prices; and/or
- (b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Supplier.

28. Resolution of Disputes

28.1. After signing the contract or issuance of purchase order, The Procuring Agency and the Supplier 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.

28.2. If, after thirty (30) days from the commencement of such informal negotiations, the Procuring Agency and the Supplier have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms specified in SCC. These mechanisms may include, but are not restricted to, conciliation mediated by a third party, adjudication in an agreed and/or arbitration as per rule 68 of PPR-14 and in accordance with Arbitration Act-1940.

29. Governing Language

29.1. The Contract shall be written in the language specified in SCC. Subject to GCC Clause 30, the version of the Contract written in the specified language shall govern its interpretation. All correspondence and other

documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.

30. Applicable Law 30.1. The Contract shall be interpreted in accordance with the laws of Punjab (Pakistan) unless otherwise specified in SCC.

31. Notices 31.1. Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by any information technology mean for the time being in use and acceptable in ordinary course of business to the other party's address specified in SCC.

31.2. A notice shall be effective when delivered or on the notice's effective date, whichever is later.

32. Taxes and Duties 32.1. Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods & Services to the Procuring Agency. In case of imposition of new taxes/duties or concession thereof after the deadlines for the submission of bids the effect thereof shall be discussed between the parties and shall be decided in accordance with applicable law by the Procuring Agency. However, in any case PSCA shall not liable or responsible for any type of tax it shall be deducted from the Contractor's payment/taxes/securities.

33. Extension in Contract period {where applicable} Initially the contract will be for a period of one-year approximately. However, the same may be extended by the competent authority, on the satisfactory performance by the contractor for further, on the same rate & TORs. Extension in the contact agreement shall be the discretion of the procuring agency and the contractor has no right to claim further extension as a matter of right in the contract.

Section-VI. Special Conditions of Contract

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. The corresponding clause number of the GCC is indicated in parentheses.

1. Definitions (GCC Clause 1)

GCC 1.1 (g)—The Procuring Agency is: Punjab Safe Cities Authority

GCC 1.1 (h)—The Procuring Agency's country is: Pakistan

GCC 1.1 (i)—The Supplier is:

2. Performance Guarantee (GCC Clause 7)

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 claue or bank guarantee etc. to the extent of such warranted goods/ works or services until the warrantee period from the contractor if the performance guarantee has been released or need to be returned.

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

3. Incidental Materials (GCC Clause 13)

GCC 13.1—All incidental goods/materials and associated costs shall be responsibility of the Contractor.

4. Inspection

Physical inspection as per Scope of Services during the services or after completion of services and in such case if PSCA deems so, Third Party Validation (TPV) may be conducted on Contractor's risk/cost.

5. Payment (GCC Clause 16)

- (i) GCC 16.1—The method and conditions of payment to be made to the Contractor shall be as decided at the time of signing of Contract.

6. Prices (GCC Clause 17)

GCC 17.1—Prices shall be fixed and shall not be adjusted.

7. Liquidated Damages (GCC Clause 23)

GCC 23.1—Applicable rate:

Maximum deduction *Shall be 0.2 percent per day, and the maximum shall not exceed ten (10%) percent of the Contract Price after that Procuring Agency may proceed for the termination of contract along-with other remedies available under PPR-14.*

8. Resolution of Disputes (GCC Clause 28)

GCC 28.2—The dispute resolution mechanism to be applied pursuant to GCC Clause 28.2 shall be as follows:

As per rule-68 of PPR-14, in the case of a dispute between the Procuring Agency and the Supplier, the dispute shall be referred for arbitration in accordance with the Arbitration Act 1940, if otherwise not settled accordingly.

9. Governing Language (GCC Clause 29)

GCC 29.1—The Governing Language shall be: English

10. Applicable Law (GCC Clause 30)

GCC 30.1-The Contract shall be interpreted in accordance with the laws applicable in the jurisdiction of the province of Punjab (Pakistan):

11. Notices (GCC Clause 31)

GCC 31.1—Procuring Agency's address for notice purposes: Punjab Safe Cities Authority, Qurban Lines, Jail Road, Lahore.

Section-VII. Schedule of Requirements

7.1 Schedule of Requirements

Location	Delivery Time Period
Punjab Safe Cities Authority	The Contractor shall be required to deliver the Services within <u>Six (06) Weeks</u> after the signing of the Contract.



Section-VIII

8.1 Bid Form

Date: _____
No: _____

To
[PUNJAB SAFE CITIES AUTHORITY]

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

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

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

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

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

Until a formal Contract is prepared, signed and executed, this Bid, together with the written acceptance thereof and notification of award, issued by PSCA (if any) shall constitute a binding Contract between us.

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

Name and address of agent	Amount and Currency	Purpose of Commission or gratuity
_____	_____	_____
_____	_____	_____
_____	_____	_____

(if none, state "none")

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

Dated this _____ day of _____ 20_____.

[Signature]

[In the capacity of]

Duly authorized to sign Bid for and on behalf of _____

8.2 Undertaking

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

The bidder/ undersigned has read and understand all the terms & conditions
of the bidding document/ amendments etc. and accept each and every
condition thoroughly.

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

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

Notarized this _____ day of 20_____

Signature: _____

Stamp: _____

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

8.3. N/A

8.4. Bidder Profile Form

[To be signed & stamped by the Bidder and reproduced on the letter head. To be attached with Technical Bid]

Sr.#	Particulars
1.	Name of the company:
2.	Registered Office:
Address:	
Office Telephone Number:	
Fax Number:	
3.	Contact Person:
Name:	
Personal Telephone Number:	
Email Address:	
4.	Local office if any:
Address:	
Office Telephone Number:	
Fax Number:	
5.	Registration Details:

a) Audited Financial Statement Attachment/Income Tax Returns

Yes	No
-----	----

b) Details of Experience

(i)	Similar Project (Agency/Department)	Item Name
(ii)	Value of total Projects/Tenders/POs	Amount

8.5. General Information Form

[To be signed & stamped by the Bidder and reproduced on the letter head. To be attached with Technical Bid]

	Particulars			
Company Name				
Abbreviated Name				
National Tax No.			Sales Tax Registration No	
PRA Tax No.				
No. of Employees			Company's Date of Formation	

*Please attach copies of NTN, GST Registration & Professional Tax Certificate

Registered Office		State/Province	
Address			
City/Town		Postal Code	
Phone		Fax	
Email Address		Website Address	

8.6. Affidavit

[To be printed on PKR 100 Stamp Paper, duly attested by oath commissioner. To be attached with Technical Bid]

Name: _____

(Applicant)

I, the undersigned, do hereby certify that all the statements made in the Bidding document and in the supporting documents are true, correct and valid to the best of my knowledge and belief and may be verified by employer if the Employer, at any time, deems it necessary.

The undersigned hereby authorize and request the bank, person, company or corporation to furnish any additional information requested by the *[name of Procuring Agency]* of the Punjab deemed necessary to verify this statement regarding my (our) competence and general reputation.

The undersigned understands and agrees that further qualifying information may be requested and agrees to furnish any such information at the request of the *[name of Procuring Agency]*. The undersigned further affirms on behalf of the firm that:

- (i) The firm is neither currently blacklisted by any Department nor any litigation is pending before PPRA/Competent Authority/Procuring Agency or any other court of law competence in this regard against any such blacklisting order.
- (ii) The documents/photocopies provided with Bid are authentic. In case, any fake/bogus document was found at any stage, the firm shall be blacklisted as per Law/ Rules.
- (iii) Affidavit for correctness of information.
- (iv) The bidder/firm has never been punished by any Procuring Agency/PPRA/ Court on the ground of non-fulfilment of the contract/ obligations or its bid security/ performance guarantee has been forfeited or LD imposition and in case of any punishment undersigned has already stated in my bid specifically where required.

[Name of the Contractor/ Bidder/ Supplier] undertakes to treat all information provided as confidential.

Signed by an authorized Officer of the company

Title of Officer: _____

Name of Company: _____

Date: _____

8.7. Performance Guarantee Form

[To be signed & stamped by the Bidder and reproduced on the letterhead. To be attached with Technical Bid]

To:

[Client Address]

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

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

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

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

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

Signature and seal of the Guarantors

[Name of bank or financial institution]

[Address]

[Date]

8.8. Technical Bid Form

N/A

8.9. Contract Form

[To be signed & stamped by the Bidder and reproduced on the letter head. To be attached with Technical Bid]

THIS AGREEMENT made on the ____ day of _____ 20____ between *Punjab Safe Cities Authority* (hereinafter called “the Procuring Agency”) on the one part and *[name of Supplier]* of *[city and country of Supplier]* (hereinafter called “the Supplier”) on the other part:

WHEREAS the Procuring Agency invited Bids for certain goods and ancillary services, viz., *[brief description of goods and services]* and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of *[contract price in words and figures]* (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement 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 part of this Agreement, viz.:
 - (a) the Bid Form and the Price Schedule submitted by the Bidder;
 - (b) the Schedule of Requirements;
 - (c) the Technical Specifications & Scope of Services;
 - (d) the General Conditions of Contract;
 - (e) the Special Conditions of Contract; and
 - (f) the Procuring Agency’s Notification of Award.
 - (g) Contract agreement
 - (h) Complete Bidding document
 - (i) The clarifications provided to the Contractors
3. In consideration of the payments to be made by the Procuring Agency to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Procuring Agency to provide the goods and services and to rectify defects therein in conformity with all respects in accordance with the provisions of the Contract.
4. The Procuring Agency hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the rectification 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.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with applicable laws in Punjab/Pakistan the day_____ and year_____ mentioned above and the court at Lahore shall has the exclusive jurisdiction to adjudicate upon any matter arising out during this contract.

Signed, sealed, delivered by _____ the _____ (for the Procuring Agency)

Signed, sealed, delivered by _____ the _____ (for the Supplier)

8.10. Financial Bid Form/Price Schedule

[To be signed & stamped by the Bidder and reproduced on the letterhead. To be attached with Financial Bid]

Sr.#	Software	Quantity	Total Price in PKR (Inclusive of applicable taxes)
1.	Vxrails Warranty Renewal For 1 Year	01	

Total Bid value (against which a Bid shall be evaluated) in words. -----

Note:

1. The **Lump Sum Price** shall be considered for the **Lowest Evaluated Financial Bid**.
2. All prices must be inclusive of all applicable taxes.
3. In case of difference between unit price and total price, unit price shall prevail and total price shall be "final". (Please refer ITB clause 2.5.6). (where applicable)
4. In case of difference between amount in "words" and amount in "figures", amount in "words" shall be considered final.
5. The Payment shall be made after the issuance of satisfactory certificate from the concerned officer of PSCA.
6. Client/PSCA has the right to change in the Scope of Services or cancel the bid at any point of time, as per law.
7. The Contractor/Bidder is required to complete the price schedule carefully and in case of any discrepancy or multiple price the bid shall not be considered.
8. The Bidder is required to fill-up this Performa and sealed it separately in an envelope (lot wise-if applicable). No alternative or other than this Performa or incomplete Performa shall be acceptable.
9. In case of any discrepancies / differences the content of this price schedule shall prevail.

Date _____

Signature of authorized person

Name: _____

(Company Seal)

In the capacity of

Duly authority by

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

8.11. Bid Security Form

[To be signed & stamped by the Bidder and reproduced on the letter head. To be attached with Financial Bid]

Whereas *[name of the Bidder]* (hereinafter called “the Bidder”) has submitted its Bid dated *[date of submission of Bid]* for the supply of *[name and/or description of the goods]* (hereinafter called “the Bid”).

KNOW ALL PEOPLE by these presents that WE *[name of bank]* of *[name of country]*, having our registered office at *[address of bank]* (hereinafter called “the Bank”), are bound unto *[name of Procuring Agency]* (hereinafter called “the Procuring Agency”) in the sum of for which payment well and truly to be made to the said Procuring Agency, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this ____ day of _____ 20____.

THE CONDITIONS of this obligation are:

1. If the Bidder withdraws its Bid during the period of Bid validity specified by the Bidder on the Bid Form; or
2. If the Bidder, having been notified of the acceptance of its Bid by the Procuring Agency during the period of Bid validity:
 - (a) fails or refuses to execute the Contract Form, if required; or
 - (b) fails or refuses to furnish the Performance Guarantee, in accordance with the Instructions to Bidders;

we undertake to pay to the Procuring Agency up to the above amount upon receipt of its first written demand, without the Procuring Agency having to substantiate its demand, provided that in its demand the Procuring Agency will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including thirty (30) days after the period of Bid validity, and any demand in respect thereof should reach the Bank not later than the above date.

[Signature of the bank]

Section IX- Check List

[To be signed and stamped and presented on Bidder's letter head pad]

The provision of this checklist is essential prerequisite along with submission of tenders (with technical proposal).

Sr. #	Detail	Responsive	Non-responsive
1	Original receipt for Tender fee along with Standard Bidding Documents.		
2	The Bid security must be submitted with technical proposal.		
4	Active Registration with Income Tax Authorities (National Tax Number NTN) at least three years old		
5	Copy of active Registration with Sales Tax Authorities (STRN)		
6	Copy of active Registration (Professional Tax Certificate)		
8	Experiences of similar nature performed / executed.		
9	Technical Bid Form (as per form 8.9 of Bidding documents) on letterhead of the firm duly signed and stamped.		
10	Financial Bid Form (as per form 8.1 of Bidding documents) on letterhead of the firm, duly signed and stamped.		
11	Bid Security Form (as per form 8.11 of Bidding documents) on letterhead of the firm, duly signed and stamped.		
12	Performance Guarantee Form (as per form 8.7 of Bidding documents) on letterhead of the firm, duly signed and stamped.		
13	General Information Form (as per form 8.5 of Bidding documents) on letterhead of the firm duly signed and stamped.		
	Affidavit (as per form 8.6) on non-judicial Stamp Paper of Rs. 100/- i) The bidder meets the Eligibility Criteria <i>clause 2.1.3- Eligible Bidders of the bidding document.</i> ii) The firm is not currently blacklisted by the Procuring Agency. iii) The documents/photocopies provided with Bid are authentic. In case of any fake/bogus document look at any stage. They shall be black listed as per Rules / Laws. iv) Affidavit for correction of information Form (as per form of Bidding documents) on letter head of the firm, duly signed and stamped.		

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

Stamp & Signature of Bidder _____