



# **PRE-QUALIFICATION DOCUMENT**

**FOR**

## **HIRING OF SERVICES FOR OPERATION AND MAINTENANCE (O&M) OF FIELD INFRASTRUCTURE FOR PPIC3, LAHORE**

**PQD No: PSCA/33/20<sup>th</sup> April/24**

**PUNJAB SAFE CITIES AUTHORITY**

**Date: 20th April, 2024**

## **DISCLAIMER**

1. These Pre-Qualification documents has been prepared by the Punjab Safe Cities Authority (“PSCA”)/Procuring Agency. This Pre-Qualification Document (PQDs) constitutes no commitment on the part of the PSCA to enter into any arrangements with any eligible Applicant/Bidder/Contractor in respect of this proposed Pre-Qualification/procurement or otherwise.
2. The information contained in these PQDs or as may be subsequently provided to applicant/service providers/ Contractor (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 PQDs, are indicative only and are provided solely to assist in a preliminary assessment of the proposed procurement.
3. These Pre-Qualification documents do not constitute an agreement; its sole purpose is to provide interested Applicants/service providers/ contractor with information that may be useful to them in preparing their applications pursuant to these PQDs.
4. These Pre-Qualification documents may not be appropriate for all persons and it’s not possible for PSCA to consider the objectives and particular needs of each party which reads or uses these PQDs.
5. The assumption, assessment, statements and information contained in theses Pre-Qualification documents may not be complete, accurate and adequate or correct for the purposes of any or all applicant(s)/service providers.
6. Each applicant/service provider/contractor 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 Pre-Qualification documents and seek independent professional advice on any or all aspects of these Pre-Qualification documents, as deemed appropriate. However, PSCA is not under obligation to consider any such advice or opinion.
7. All information submitted in response to these PQDs 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/ application etc., sent by the post/courier/email/fax by the applicant/services provider/contractor.
9. No decision shall be based solely on the basis of the information provided for any statements, opinions or information provided in these PQDs.
10. While submitting application in response to these PQDs, each applicant/service provider/ contractor certifies that it understands, accepts and agrees to the disclaimers set forth above.
11. Nothing contained in any provision of these PQDs or any statements made orally or in writing by the person or party/applicant shall have the effect of negating or suspending any of the disclaimers set forth herein.
12. This PSCA reserves the right to withdraw it or cancel this procurement process or any part thereof, or to vary any of its term at any, without incurring any financial obligation in connection therewith.
13. PSCA has also reserve the right to rectify any arithmetical or typo mistake at any time of this process.

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## **Summary Description**

### **PART 1. PREQUALIFICATION PROCEDURES**

Section I. Instructions to Applicants (ITA)

Section II. Qualification Criteria (QLC)

Section III. Application Forms (APF)

### **PART 2. REQUIREMENTS**

Section IV. Summary of Project (SOP)

## **1. Invitation for Pre-Qualification/ Letter of Invitation (LOI)**

1.1. Punjab Safe Cities Authority, Lahore (PSCA) intends to Pre-Qualify the Applicants for [Hiring of Services for Operation and Maintenance \(O&M\) of Field Infrastructure for PPIC3, Lahore](#). The “Eligible Applicants” as defined in the relevant clause may participate in the Pre-Qualification process by submitting their Application in the manner prescribed in this Pre-Qualification Documents (PQDs).

- (a) A transparent Pre-Qualification procedure shall be followed in accordance with these PQDs in view the guidelines of Punjab Procurement Rules, 2014 (amended from time to time).
- (b) Only the Pre-Qualified Applicants shall be invited through Request for Proposals (RFP) for submission of their bids. The (PQDs) carrying all details may be obtained from this office or may also be downloaded from the website of PSCA ([www.pasca.gov.pk](http://www.pasca.gov.pk)) & PPRA ([www.ppra.punjab.gov.pk](http://www.ppra.punjab.gov.pk)) subject to the submission of document fee online or through bank deposit i.e. **PKRs. 10,000/-** in PSCA’s Account titled “**Chief Operating Officer Punjab Safe Cities Authority**”, Account# **PK07BPUN6580045845500064** Bank of the Punjab (having NTN: 7129125-0), Maisonette Branch, Gulberg III, Lahore, Pakistan”.
- (c) The complete applications along with all supporting documents shall be received in sealed envelope by hand on or before **PST 1130** hours on **7<sup>th</sup> May, 2024**. No application(s) sent by email, parcel or any other manner excepted mentioned above shall be considered and accepted.
- (d) The validity of this Pre-qualification for the eligible firms/JV/consortium/company shall be for this subject project/assignment only.
- (e) Clarifications can be sought in writing after issuing/uploading of this PQD. The Procuring Agency only respond such applications that received no later

than **seven (07) days** prior to the deadline for submission of Applications.

- (f) Under Punjab Procurement Rules 2014, the Procuring Agency /PSCA reserves the exclusive right to accept or reject the Applications and to annul the prequalification process, without justifying the reasons and/or thereby incurring any liability to Applicants at any stage before the issuance of RFP or signing of the contract.
- (g) The Estimated Cost for this project is **Rs. 276.9 Million** for a period of one (01) year.
- (h) The expected duration of the Contract is 03 years which shall be finalized at the time of signing of Contract with mutual consent of the parties.

## **1.2. Definitions**

- 1.2.1 **Applicant;** an applicant shall be a single entity/Joint of a company/Consortium/firm with a formal intent to enter into an agreement in relation to this Assignment.
- 1.2.2 **Assignment;** means services/works for Field infrastructure, all types of camera sites, traffic sites, LTE-A Sites, Police Stations/Police Officers and Headquarters or other related allied works.
- 1.2.3 **Authorized Representative,** means any representative appointed, from time to time, by the Applicant and/or appointed by PSCA for the purpose of this assignment/contract.
- 1.2.4 **Corrupt Practice;** the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official, bidder or contractor in the procurement process or in contract execution to the detriment of the Procuring Agency; or misrepresentation of facts in order to influence a procurement process or the execution of a contract, collusive practices among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the Procuring Agency of the benefits of free and open competition and any request for, or solicitation of anything of value by any public official in the course of

the exercise of his duty; it may include any of the following:

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

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

1.2.6 **"Contract Price"** means the price payable to the Service Provider / Contractor under the Contract or Work Order for the full and proper performance of its contractual obligations.



- 1.2.7 **Contractor** means a person, firm, company or an organization who or which undertakes to supply goods, services or works and includes a consultant;
- 1.2.8 **Day**, means Calendar Day and year mean calendar year if not otherwise provided any where
- 1.2.9 **Domestic Applicant**; a domestic applicant means the applicant registered with Securities & Exchange Commission of Pakistan (SECP) and/or any other competent forum/authority under relevant laws applicable in Punjab/Pakistan
- 1.2.10 **Eligible Applicants** means the Applicants eligible to apply for this PQD as per criteria prescribed in this PQD.
- 1.2.11 **Employer**; the employer means Punjab Safe Cities Authority, Lahore.
- 1.2.12 **EPC**; EPC means Engineering, Procurement Construction form of contracting arrangement. The Contractor is made responsible for all the activities from design, procurement, construction, to commissioning etc. and handover the project to the end-user or employer as required and accepted.
- 1.2.13 **Foreign Applicant**; a foreign applicant means an applicant registered in a country other than Pakistan which participates in the pre-qualification process and is not a Domestic Applicant.
- 1.2.14 **Fraudulent Practice**; a fraudulent practice means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation.
- 1.2.15 **Goods** means articles and objects of every kind and description including raw materials, products, equipment, machinery, spares and commodities in any form and includes services incidental to installation, transport, maintenance and similar obligations related to the supply of goods if the value of these services does not exceed the value of such goods; that may be required by the Procuring Agency t under the Contract signed with the Contractor in relation to the Project/Pre-Qualification process.
- 1.2.16 **Grievance Redressal Committee** means a committee constituted by the Procuring Agency (of odd members) to address objections/complaints/grievance filed by the

participants/Applicants in this process /procurement process.

- 1.2.17 **Joint Venture;** means a contractual business undertaking between two or more persons/ firms/ companies to undertake the subject assignment/tender/project.
- 1.2.18 **Lead Partner;** Lead Partner of a consortium/ JV, who has the capacity and responsibility in supplying, construction, installation, as required under this Pre-Qualification Documents and has at least 70% share in the consortium.
- 1.2.19 **Procuring Agency;** The Procuring Agency means Punjab Safe Cities Authority, Qurban Police Lines, Lahore (PSCA).
- 1.2.20 **Person** includes individual, association of persons, firm, company, corporation, institution and organization, etc., having legal entity & capacity.
- 1.2.21 **Prescribed** means prescribed in this Pre-Qualification Document.
- 1.2.22 **Pre-qualification committee** means a committee constituted by the Procuring Agency to technically evaluate applications/documents received by the Procuring Agency as per requirement.
- 1.2.23 **Supplier** means a person, firm, company or an organization who or which undertakes to supply goods, services or works;
- 1.2.24 **Services;** means all such services including construction, repair & maintenance, shifting, restoration, relocation, transportation, designing and implementation that may be required by the Procuring Agency under the Contract signed with the Contractor in relation to this Pre-Qualification process.
- 1.2.25 **Sub-Contractor;** mean any entity that carries out work for or on behalf of a main contractor as part of this project.
- 1.2.26 **Summary of Project,** means as described in the relevant clause of this PQDs.
- 1.2.27 **PPRA Laws** means Punjab Procurement Regulatory Act, 2009 and Punjab Procurement Rules 2014 (amended time to time) including other procurement Laws/Regulations/Circulars/Instructions or Guide Lines issued by the Government of Punjab.
- 1.2.28 **Works** means all such works including construction, installation, repair & maintenance, relocation,

transportation, designing and implementation etc. that may be required by the Procuring Agency under the Contract signed with the Contractor in relation to this Pre-Qualification process.

## **2. Sections of Prequalification Documents**

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

### **PART 1 Prequalification Procedure**

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

### **PART 2 Requirements**

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

- 2.2. The “Invitation for Prequalification” issued by the Procuring Agency is a part of the PQDs.
- 2.3. The Procuring Agency or its advisors/consultants shall not incur any liability under any law, statute, rules or regulations as to the accuracy or completeness of the PQ document and its addenda.
- 2.4. The Applicant is expected to examine all instructions, forms and terms in the Prequalification Documents and to furnish all information or documentation required by the Prequalification Documents.
- 2.5. The validity of this Pre-qualification for the eligible firms/JV/consortium/company shall be as mentioned above in LOI of this PQD if otherwise not extended and PSCA may consider the pre-qualified/shortlisted Procuring Agency may cancel the pre-qualification process at any time/stage before or after issuance of RFP.

## **PART 1: PREQUALIFICATION PROCEDURE**

### **Section I: Instructions to Applicants**

#### **3. Eligible Applicants**

- 3.1. All persons (individual, company, firm)/ JVs/Consortium who meet the following requirements are eligible to participate in this pre-qualification process except as mentioned below;
- 3.2. Procuring Agency considers a conflict of interest to be a situation in which a party/Applicant has interests and could improperly influence the parties' performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations. The Procuring Agency will take appropriate actions to manage such conflicts of interest which may include, rejecting a proposal for award, if it determines that a conflict of interest has flawed the integrity of any procurement process. At the time of bidding or process, Applicants may be considered to be in a conflict of interest with one or more parties if they, including but not limited to, participation in any respect in the preparation of the design or technical specifications of the works that are the subject of this prequalification or the applicant has direct or indirect relation with the affairs of this office, that may be considered a conflict of interest for this project.
- 3.3. An Applicant which is under a declaration of ineligibility/blacklisting, due to reasons, including but not limited to, corrupt practices and poor performance, by the Government of Pakistan/Government of Punjab or any Procuring Agency / from the office of any Public Procurement Regulatory Authority / Court(s), at the date of submission of the application or thereafter, shall not be considered.
- 3.4. An Applicant shall provide such evidence required by PSCA for their continued eligibility with the satisfaction of Procuring Agency.
- 3.5. An Applicant shall provide the details of all pending litigations by or against the applicant before any court or forum, where the stake of the applicant is involved.
- 3.6. An Applicant must comply with the Standard Anti-Corruption Policy of Government of the Punjab and must not be declared ineligible by any Court of Law or any Governmental Body of Pakistan due to corrupt/fraudulent/coercive/collusive practices etc.

- 3.7. The Procuring Agency shall disqualify the Applicant(s) pursuant to Punjab Procurement Regulatory Authority (PPRA) Act of 2009 and Rules 2014 amended time to time for award of contract, if it determines that the Applicant(s) recommended for award has(ve), directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract; and
- 3.8. The Procuring Agency shall sanction the Applicant(s) or its successor, including declaring ineligible, either indefinitely or for a stated period of time, to participate in bidding activities in Pakistan, if it at any time determines that the firm has, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for, or in executing the contract.
- 3.9. Applicant is allowed to submit only one application for either individual/partner/Joint of a company/firm etc. In case an applicant submits more than one application it's all applications shall be rejected.
- 3.10. The Applicant must not conceal any information that might hinder the execution of the project. The Procuring Agency shall disqualify or blacklist an Applicant pursuant to Punjab PPRA Rules on grounds of false, fabricated or materially incorrect information.
- 3.11. The Government owned & controlled enteritis/organizations/institutions may participate in this project/Pre-Qualification if such public entity is eligible to participate in accordance with applicable Laws.
- 3.12. The applicant should be a legal person in accordance of the Pakistani Laws or a consortium as described in this PQDs.
- 3.13. Joint Venture is allowed as in case of a Joint Venture (JV)/ Consortium:
  - 3.13.1. All partners to the Consortium/JV shall be jointly and severally liable; and
  - 3.13.2. Consortium/JV partner must be represented by its Lead Partner and such representative/lead partner must be authorized from all the partners in writing/duly stamped.
  - 3.13.3. The lead partner shall be responsible to provide all authorization documents/evidence on behalf of all JV partners such as Consortium/JV signatory authorization or legal status of all JV partners. It is proposed that the Consortium/JV should have valid NTN/registration in FBR for the purpose of withholding taxes of Consortium/JV.

- 3.13.4. Lead partner and its Consortium/JV partners should meet the requirements as described in clause 1.2 (Definitions).
- 3.13.5. The Foreign Applicant is entitled to pre-qualification only in a Consortium/JV arrangement with a domestic partner, in accordance with applicable laws.
- 3.13.6. An Applicant shall be registered in an eligible country, in accordance with Section IV titled Eligible Countries.
- 3.13.7. An Applicant shall be deemed to be registered in an eligible country, if the Applicant has got its registered head office in that country; or is constituted, incorporated, or registered or deemed to be registered under the prevailing Acts/laws and operates in conformity with the provisions of the laws of that country.
- 3.13.8. Application submitted by a consortium/ Joint Venture (JV) shall include the Joint Venture Agreement (on Stamp paper of amounting PKRs. 1,200) entered into by all partners. Any member of the JV shall not be allowed to withdraw itself from JV/Consortium or shall not be excluded by the other members/Lead Partner etc. after submitting the application and if it is essential to replace any partner of JV/ Consortium it shall only could be done with the prior approval of the PSCA on solid reasons and justifications and in such eventuality the partner shall be replaced with the same range/profile company/partner or higher of the member to be replaced but in no case lower to that.
- 3.13.9. In case the application filed through JV/ Consortium, if JV/ Consortium (any partner of JV/ Consortium) indulged in fraudulent practice or attempt to such fraudulent practice all JV partners/Consortium shall be blacklisted/debarred.
- 3.13.10. In case any partner of JV has been debarred/ blacklisted by any Procuring Agency than the application of such JV shall be rejected whether it is at any stage and such debarment shall equally be applicable in case of each partner.
- 3.13.11. Specific technical experience/ past performance of JV partners or its key staff cannot be aggregated to fulfil minimum qualification requirement e.g. if it is required that the applicant must have past

experience of business/establishment for 10 years, the JV partners shall not be allowed to combine the partners' experience of (7) year for one firm (JV partner) and (3) year of second firm (JV partner), with a view to reaching the total 10-year experience.

**4. Experience**

- 4.1. In addition to compliance of the above mandatory eligibility requirements for the prequalification, the Applicant will be evaluated as per the criteria detailed at Section II – (Qualification Criteria).
- 4.2. The Applicant is required to submit experience/ assignments/ projects as mentioned in the Section II;

**5. N/A**

**6. Source of Finance/ Financial capability:**

- 6.1. The cost of the assignment is envisaged to be financed from Government of the Punjab.
- 6.2. The documents required as per relevant provision of PQD shall be duly signed & stamped/certified/attested.
- 6.3. Each applicant shall submit the information and the evaluation of the same will be done as per the Section II-Qualification Criteria:
- 6.4. The Procuring Agency may employ/engage any/all means including but not limited to field visits, conduct enquiries, solicit additional information from relevant sources, seek explanation from one or more Applicants and other sources to make informed decisions related to this prequalification process, if required, the cost of which shall be borne by such applicant.

**7. Clarification of Prequalification Documents**

- 7.1 A prospective Applicant who intend to seek any clarification about any terms of the PQDs may contact the representative of Procuring Agency in writing at the Procuring Agency's address as shown hereunder after issuing/uploading of this PQDs with prescribed time limit. The Procuring Agency only respond such applications that received no later than the time specified in LOI (*herein-above in this PQD*) prior to the deadline for submission of Applications. The Procuring Agency shall forward



copies of its response to all Applicants who have acquired the PQDs directly from the Procuring Agency including a description of the inquiry but without identifying its source. Should the Procuring Agency deem it necessary to amend the Prequalification Documents as a result of a request for clarification, it shall do so following the procedure as provided in this PQDs. No clarification that received after that day/date mentioned above shall be entertained.

- 7.2 For clarification purposes only, the Procuring Agency can be contacted.

## **8. Amendment of Prequalification Documents**

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

## **9. Cost of Applications**

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

## **10. Language of Application**

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

## **11. Documents Comprising the Application**

- 11.1. The Application shall comprise the following:



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

## **12. Application Submission Sheet**

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

## **13. Documents Establishing the Eligibility of the Applicant**

- 13.1 To establish its eligibility in accordance with relevant provision, the Applicant shall complete the eligibility declarations in the Application Submission in Section III, Application Forms.

## **14. Documents Establishing the Qualification of the Applicant**

- 14.1 To establish its qualifications to perform the contract in accordance with Section II, Qualification Criteria, the Applicant shall provide the information requested in the corresponding Information Sheets included in Section III, Application Forms.

## **15. Signing of the Application**

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

## **16. Sealing and Marking of Applications**

- 16.1 The Applicant shall enclose the original application in a sealed envelope which shall
  - 16.1.1 Bear the name and address of the Applicant;
  - 16.1.2 Be addressed to the Procuring Agency, in accordance and bear the specific identification of this prequalification process
  - 16.1.3 Each page of the application should be initialed by the authorized representative.
- 16.2 If the envelope is not sealed and marked as required, the Procuring Agency will assume no responsibility for the misplacement of the application.

## **17. Deadline for Submission of Applications**

- 17.1 Applications shall be submitted by the Applicant by hand at the address of Procuring Agency. However, applicant must ensure that the applications must reach not later than the deadline specified in LOI of this PQD
- 17.2 Electronically or in any other way, other than as required above submitted application shall not be entertained and treated as rejected
- 17.3 The Procuring Agency may, at its discretion, extend the deadline for the submission of Applications by amending the Prequalification Documents in accordance with relevant provision, in which case all rights and obligations of the Procuring Agency and the Applicant subject to the previous deadline shall thereafter be subject to the deadline as extended.

## **18. Withdrawal of Application & Late Applications**

- 18.1 Any Applicant may withdraw its application for pre-qualification prior to one day of the deadline of the submission date with reason subject to the written application to Procuring Agency. The applicant shall not be allowed to withdraw its application at belated stages as mentioned above. If the applicant found declared eligible/prequalified for the project, he shall not be allowed to withdraw its application or refused to submit its bids/proposal against the RFP issued by PSCA. In case pre-qualified applicants failed to submit its proposal PSCA may

take any action against such pre-qualified applicants including blacklisting under PPRA Rules.

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

## **19. Opening the Proposals of Applicants**

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

## **20. Confidentiality**

20.1 Information relating to the evaluation of Applications, and recommendation for pre-qualification, shall not be disclosed to Applicants or any other persons not officially concerned with such process until the notification of pre-qualification is made to all Applicants.

20.2 From the deadline for submission of Applications to the time of notification of the results of the pre-qualification in accordance with relevant provision, if any Applicant wishes to contact the Procuring Agency on any matter related to the prequalification process, it may do so in writing.

## **21. Clarification of Applications**

21.1 To assist in the evaluation of Applications, the Procuring Agency may, at its discretion, ask any Applicant for a clarification of its application which shall be submitted within a stated reasonable period of time. Any request for clarification and all clarifications shall be in writing.

21.2 If an Applicant does not provide clarifications of the information requested by the date and time set in the Procuring Agency's request for clarification, its Application may be rejected.

21.3 PSCA may call the prospective Applicants for discussion prior to deadline of the submission of the applications or thereafter for pre-qualification if deems so.

## **22. Responsiveness of Applications**

22.1 The Procuring Agency may reject any Application which is not responsive to the requirements of the PQDs.

22.2 The Procuring Agency reserves the right to waive minor deviations and omissions, if these do not materially affect the capability of an Applicant as required under this PQDs.

## **23. Evaluation of Applications**

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

## **24. Procuring Agency's Right to Accept or Reject Applications**

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

## **25. Notification of Prequalification**

- 25.1. Once the Procuring Agency has completed the evaluation of the received Applications it shall notify all Applicants in writing of the names of those Applicants, who have been prequalified.

## **26. Invitation to Bid/Proposal**

- 26.1. After the notification of the results of the pre-qualification, the Procuring Agency shall invite bids/proposal from all the Applicants that have been pre-qualified.

- 26.2. Applicants shall be required to provide bid security in the form of a bank guarantee or CDR acceptable to the Procuring Agency for an amount as specified in the RFP.
- 26.3. A qualified firm may participate through one bid for the Project against issued RFP.
- 26.4. The Procuring Agency may revise, review or amend the evaluation and qualification criteria of this PQD at RFP issuance stage.

## **27. Changes in Qualifications of Applicants**

- 27.1. Any change in the qualification status of an Applicant after being pre-qualified shall not allowed but subject to the written approval of the Procuring Agency.

## **28. Grievance Redressal**

- 28.1 The aggrieved parties may file its grievance/complaint pertaining to this Pre-Qualification process/evaluation results within 10 days of announcement of Pre-Qualification results.
- 28.2 After the expiration of this Grievance Period no complaint/grievance, whatsoever, shall be entertained against this Prequalification process/evaluation results.

## **29. Pre-Bid Conference**

- 29.1. PSCA may call pre-bid meeting (before submitting date of application) or after submitting the application to clarify or to discuss any matter with the prospective applications. The minutes of said meeting shall be deemed as a part of the PQD. Nevertheless, no applicant can demand pre bid meeting arrangement. It is mandate of PSCA only to decide about the pre-bid conference.

## Section II. Qualification Criteria

### 30. Eligibility Criteria (Mandatory)

Sr. #	Criteria Requirement
1.	<ul style="list-style-type: none"> <li>Legal Status of the Applicant/Joint Venture partner(s)/ Consortium*</li> <li>(Incorporation Certificate SECP or Registrar of Firms,</li> <li>Foreign Firm must attach registration certificate from their authorized registration body in their home country, Partnership Deed &amp; Form C/D, In case of Partnership/Association of Persons as applicable or</li> <li>Undertaking on non-judicial stamp paper of Rs. 100 for being Sole Proprietor in case of Sole Proprietorship</li> </ul>
2.	<p>Proof of Income Tax Registration</p> <ul style="list-style-type: none"> <li>Proof of Income Tax Registration i.e., Valid NTN Registration Certificate</li> <li>Proof of Income Tax Registration i.e., Valid NTN Registration Certificate Foreign firms must attach similar certificate of registration from the Tax Authority of their home country(if required)</li> <li>The Consortium/JV should have valid NTN/registration in FBR for the purpose of withholding taxes of Consortium/JV.</li> </ul>
3.	<p>Proof of Sales Tax Registration</p> <ul style="list-style-type: none"> <li>Proof of Sales Tax Registration i.e., Valid STRN/PRA Registration Certificate</li> <li>Foreign firms must attach similar certificate of registration from the Tax Authority of their home country (if required)</li> </ul>
4.	<p>Valid Pakistan Engineering Council (PEC) Registration in relevant license Category</p> <p><i>The applicant having C3 valid registration with PEC in Civil works category shall be considered keeping in view the limit of quoted price/ estimated cost</i></p> <p>Or</p> <p>Valid PTA License</p>
5.	<p>No conflict of interest in accordance with relevant provision of this PQD (<i>on the prescribed form/ Certificate</i>)</p>
6.	<p>Affidavit to the effect that: -</p> <ul style="list-style-type: none"> <li>a) The applicant meets the Eligibility Criteria <i>clause 3- Eligible Applicants of the bidding/PQ document.</i></li> <li>b) Applicant is not currently blacklisted by the Procuring Agency.</li> </ul>

	c) The documents/photocopies provided with application are authentic. In case of any fake/bogus document found at any stage, the applicant shall be blacklisted as per Law/ Rules. d) The provided information is correct.
e)	Certificate regarding Pending Litigation In accordance with relevant provision PQD ( <i>on the prescribed form/ Certificate</i> )

**Note:**

- a. Each member/partner of the JV/Consortium shall meet/fulfil the Eligibility Criteria of this Section II. Qualification Criteria
- b. Supporting Documents to be provided by the Applicant in order to demonstrate its eligibility in the criteria detailed above and relevant forms provided in this PQD to be filled by the applicant or lead partner in case of JV.
- c. Experience, Financial Strength, Employment/Man Power, HR should be considered of the applicant/JV and experience, financial strength etc. of any other company in favor of applicant/JV shall not be considered.
- d. If the original documents are in language other than English, the same must be translated into English and must be notarized prior to submission.

### **31. Qualification Criteria**

Prequalification status shall be decided on Pass/Fail basis. The applicant must score overall 70% marks and minimum passing marks in each sub-categories to qualify.

The applicant must meet the mandatory requirements wherever provided in this section and in case of non-compliance the applicant will be declared non responsive to the requirements of this prequalification document,

The following qualification criteria shall be observed on the eligible Applicants as per relevant provision in this prequalification document.

<b>Sr. #</b>	<b>Category</b>	<b>Marks</b>
1.	Experience (General + Specific)	31
2.	Operational History	05
3.	Financial Capabilities	14
<b>Total</b>		<b>50</b>



### 31.1 General Experience

Description	Marks	Max. Marks	Min. Passing Marks	Documents Required
Projects/Assignments related to Operations & Maintenance (O&M) works for PKR 25 million each in last 07 years	05 marks for each project	10	5	Proof of Experiences required such as contracts, completion certificates, purchase/ work orders
Total number of projects within last 05 years	1 mark per project	5	3	
<b>Total Marks</b>		<b>15</b>	<b>8</b>	(Signed & stamped)

### 31.2 Specific Experience (Experience in Installation and/or Operation and Maintenance Services Project of each domain)

Description	Marks	Max. Marks	Min. Passing Marks	Documents Required
Field Sites Installation / Operation	2 marks per project	4	2	Proof of Experiences required such as contracts, completion certificates, purchase/ work orders  (Signed & stamped)
Electrical Works (UPS, Batteries, Power Related Works)	2 marks per project	4	2	
Data Communication/Networking	2 marks per project	4	2	
Pole Installation & Dismantling	1 mark per project (Additional)	2	-	
Traffic Signal Maintenance	1 mark per project (Additional)	2	-	
<b>Total Marks</b>		<b>16</b>	<b>6</b>	

**Note:**

- This required experience shall be in preceding **ten (10) years from date of submission of Pre-Qualification Documents.**
- Only those completed projects will be considered for this document where the Applicant has submitted letter of completion or relevant document (PO/Contract) to support their claim or in case of ongoing projects the PO/letter of award of the contract from the Client/Employer.

- c) The Applicant must provide details regarding current contract commitments, inter alia, work in hand, duration, personnel engagement, contract price etc. on relevant Form to ascertain Applicant's unhindered availability for execution of the Project.
  - d) The Applicant/JV is required to provide the related supporting documents and relevant form of this PQD to be filled by the applicant.
  - e) If the original documents are in any language other than English, the same must be translated into English and must be notarized prior to submission.
- \* The Applicant/Consortium/Joint Venture partner(s) is/are required to provide Purchase Order/Work Order/Contract/ Completion Certificate or relevant document against the projects.

### 31 Operational History

Description	Marks	Max. Marks	Min. Passing Marks	Documents Required
Number of years for which firm is operational	0.5 mark per year	05	2.5	Verifiable proof showing operations of firm/business must be attached
<b>Total Marks</b>		<b>5</b>	<b>2.5</b>	

### 31.3 Financial Capabilities/ Sources of Finance

Source of finance comprise of following categories.

		Description	Marks	Max. Marks	Min. Passing Marks	Documents Required
1	<b>FINANCIAL CAPABILITIES</b>  Financial Capabilities of the firm in order to enable him to technically qualify for this tender	Submission of Audited Financial Statements of the company or signed by Senior Management (including cash flow statement) for last three (03) years.	04 Marks (Mandatory)	5	5	All Supporting Documents  (Signed & stamped)
		Average Annual Turnover for the last three (03) years is 200 PKR Million.	04 Marks (Mandatory)	5	5	
		Average Annual Turnover for the last three (03) years >= 250 PKR Million	02 Marks (Additional)	2	-	
		Operating Cash Flows (Positive balance) for the last	02 Marks (Mandatory)	02	02	

		year 50 PKR Million for each year. Or Separate valid Credit Line available amounting to PKR 50 million to finance the project Or Available balance in company's retained equity section amounting to PKR 50 million.				
	<b>Total Marks</b>			<b>14</b>	<b>12</b>	

**Note:** Supporting Documents to be provided and relevant forms provided in this PQD to be filled by the applicant

- \* The average annual turnover for the three years shall not be earlier than Financial Year **2020-2021, 2021-2022 to 2022-2023.**
- a. If the original documents are in any language other than English, the same must be translated into English and must be notarized prior to submission.
- b. The documents shall be duly signed & stamped/certified/attested.

### **31.4 Project Demonstration**

- The Employer during evaluation of the application/prior to the result announcement of prequalification documents may also ask for detailed technical presentation, which should be presented on call of authority.
- The said presentation should not be more than of two (02) hours and maximum 100 slide).

**Annex-A**

**Section III. Application Forms**  
**APPLICATION SUBMISSION SHEET**

Date: .....

HIRING OF SERVICES FOR OPERATION AND MAINTENANCE (O&M) OF  
FIELD INFRASTRUCTURE FOR PPIC3, LAHORE

To: The Punjab Safe Cities Authority (PSCA)  
Qurban Police Lines Lahore, Pakistan.

We, the undersigned, apply to be prequalified for the referenced IFP and declare in accordance with relevant provisions of this PQD, the following;

- a) We have examined and have no reservations to the Prequalification Documents, including Addends No(s) -----issued.
- b) We understand that at the time of bidding, we, for any part of the contract resulting from this procurement process, shall not have any conflict of interest
- c) We, for any part of the contract(s) resulting from this pre-qualification, have not been declared ineligible/blacklisted by the Government of Pakistan/Government of Punjab etc. Including the Procuring Agency.
- d) We, for any part of the contract(s) resulting from this pre-qualification, comply with the Standard Anticorruption Policy of Government of the Punjab have not been declared ineligible any Court of Law or Governmental Body of the world due to corrupt/fraudulent/collusive/coercive practices.
- e) We, comply with the registration Requirements (SECP/JSCR/or local registration body in case of foreign company).
- f) We understand that you may cancel the prequalification process at any time and that you are not bound either to accept any application that you may receive or to invite the pre-qualified Applicants to bid for the contract subject of this pre-qualification, without incurring any liability to the Applicants.
- g) We agree to permit the Procuring Agency or its representative to inspect our accounts and records and other documents relating to the application for pre-qualification and to have them audited by auditors appointed by the Procuring Agency.
- h) All of the Forms accompanying the Application have duly been signed by the undersigned and stamped.
- i) We adhering that in case if it is found that any information or document submitted by us is bogus, fabricated, illegal or we acted in a manner that falls with the definition of fraudulent practice or deteriorated to the public interest or good practice the Procuring Agency has the right to blacklist our firm.

Name.....

In the capacity of .....

Signed .....

(Seal) .....

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

Date .....

**CERTIFICATE OF COMPLIANCE**

Applicant's Legal Name

Date: -----

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

Description	Status	
	Yes	No
The bidder meets the Eligibility Criteria <i>clause.3- Eligible Bidders of the bidding document</i>		
Bidder is not currently blacklisted by the Procuring Agency.		
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.		
The provided information is correct.		

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

**NOTE:** In case an application is being submitted through a JV than all partners of such JV shall sign and Stamp this certificate.

-----  
Applicant's Signatures

### **INELIGIBILITY/BLACKLISTING**

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

**NOTE:** In case an application is being submitted through a JV than all partners of such JV shall sign and Stamp this certificate.

## PENDING LITIGATION

**Annex-D**

Applicant's Legal Name

Date: -----

Applicant must fill in this form.

Pending Litigation			
Pending litigation in accordance with relevant provision of Section II, Qualification Criteria, as indicated below			
Month/Year	Matter of Dispute	Value of Pending Claim in PKR Equivalent	Value of Pending Claim as a Percentage of Net Worth

-----  
Applicant's Signatures

**Note:**

- (i) Write Not Applicable (N/A) if not in any litigation.
- (ii) In case of JV the litigation against all JV partners needs to be provided as required above.

## EXPERIENCE

**Annex E**

Applicant's Legal Name

Date: -----

Applicant must fill in this form.

Project Name	Year of Completion	Location	Value in PKR (Million)

Note: The Procuring Agency's End User's Certificates should be attached.

Applicant's Signatures

-----



## FINANCIAL CAPABILITIES

**Annex-F**

Applicant's Legal Name

Date: -----

Applicant must fill in this form

Financial Data for Previous Years [PKR Equivalent]
--

	Year 1	Year 2	Year 3
--	--------	--------	--------

Information from Statement of Financial Position
--

Total Assets (a)			
Total Liabilities (b)			
Net Worth (a-b)			
Current Assets (c)			
Current Liabilities (d)			
Working Capital (c-d)			

Information from Statement of Comprehensive Income
--

Total Revenues			
Profits Before Taxes			

Add column if required

-----  
Applicant's Signatures

**AVERAGE ANNUAL TURNOVER**

**Annex-G**

Applicant's Legal Name

Date: -----

Applicant must fill in this form

Average Annual Turnover for the Last 3 Years	
Year	Amount Currency
1	
2	
3	
4	
5	
Average Annual Turnover	

The information supplied should be the Annual Turnover of the Applicant in terms of the amounts billed to clients for each year for work in progress or completed, in PKR at the end of the reporting period.

-----  
Applicant's Signatures

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

Annex-H

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

**To: Punjab Safe Cities Authority, Lahore**

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

[Name and address of the all Member firms]

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

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

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

Signature	
Name	
Designation:	
Date	
Seal	

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

Signature	
Name	
Designation:	
Date	
Seal	

#### **SECTION IV. ELIGIBLE COUNTRIES**

All countries of the world and International Agencies such as World Bank, Asian Development Bank etc. with which Government of Islamic Republic of Pakistan has commercial/trade relations, except those upon which international sanctions are imposed.

## **PART 2. REQUIREMENTS**

### **SECTION V. Scope of Work**

- I. Operation & maintenance of PPIC3 Lahore facilities and services including but not limited to existing, new and old equipment for Police Station(s)/Office(s), HQ(s), Camera Site(s), Traffic Sites (RLMS, JTMS, VMS, PTSC & Entry-Exit), IPNV and LTE-A Sites to fulfill its service availability for a period of Three (03) years.
- II. The Contractor shall ensure to perform the following O&M activities but not limited to:
  - a) Comply with the operations and maintenance requirements to provide facilities in all aspects 365 days x 24 hours and Employer Operational Requirements during the Operation & Maintenance Works Period.
  - b) Shall ensure sufficient field teams including patrolling teams in each shift 24/7 including holidays.
  - c) Appoint a specific person as point of contact for the Employer. This is the technical contact person of Contractor and works in close conjunction with the PSCA O&M Lead Persons or Higher Management.
  - d) Shall provide following technical staff on the maintenance and operation of PPIC3 sites:
    - i. Network Experts
    - ii. Field Supervisors
    - iii. Fiber Splicers
    - iv. Electricians / Technicians
    - v. Labour
  - e) To attend complaints, designated vehicles shall always be available for each team to perform their tasks. This vehicle should be equipped with ladders, traffic safety cones, traffic sign boards, safety tapes and hand-held reflective sign boards to divert the traffic.
  - f) For cleaning and correcting equipment on poles, hydraulic crane(s) with bucket arrangement shall also be available as per the requirement.
  - g) All supervisors, technicians and helpers shall be equipped with proper toolkits, cabinet keys and routine maintenance items such as fuse, power cable, etc.
  - h) Shall operate and maintain a Network Operation Centre ("NOC") staffed 365Days X 24 Hours by trained and qualified personnel for dispatch.
  - i) Shall ensure the availability of spares / consumables of good quality for minimum period of minimum 15 days for all domains throughout the contract period.

- j) Shall follow Work Zone standards at all times while working on any Employer right-of-way.
- k) Shall keep suitable warehouse facility or facilities to keep and manage spares and consumables for smooth O&M activities.
- l) Shall be responsible for dismantling and securing of infrastructure, including but not limited to Cameras, Poles, Power Cabinets, complete equipment (Active & Passive) of Police Station, HQ. The contractor shall also be responsible to re-install / commission / configure the dismantled site as per the requirement of the Employer.
- m) Cleaning of equipment quarterly, bi-annually or as and when required.

III. The operation and maintenance of all equipment/sites/facilities/section defined under this project shall be of five (05) types.

- a) **Preventive Maintenance** shall be performed on all sites/equipment/facilities/section.
- b) **Corrective Maintenance** is the maintenance activity performed when there is a defect reported by any means on any site/location. The contractor shall perform the corrective measures necessary to remove the defect in all aspects and furnish report of the activity.
- c) **Scheduled Maintenance** is the maintenance activity performed on any equipment/site/location etc. that becomes due after a specific condition is met.
- d) **Rehabilitation Maintenance:** There are many sites which need rehabilitation. For this, employer will provide necessary Technology Equipment/materials which the contractor will install on the designated sites in order to make the sites operational.
- e) **Special Maintenance** shall be utilized in case of essential event based to avoid any uncertain conditions and/or as per security needs. These events may include Aushura, Eid, Muharrum, International Events, etc.) as well as at key location / police stations for complete and continuous monitoring.