BIDDING DOCUMENT
FOR
INSURANCE OF BUSES
Tender No: PSCA/9/24-Sept/19

PUNJAB SAFE CITIES AUTHORITY

Date: September 24, 2019
DISCLAIMER

1. This request for bid documents has been prepared by the Punjab Safe Cities Authority (“The PSCA”). This request constitutes no commitment on the part of the PSCA to enter into any arrangements with any (Original Equipment Manufacturer) or with any other person/bidder/service provider in respect of this proposed procurement or otherwise.

2. The information contained in these bid documents or as may be subsequently provided to bidder/service providers (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 bid documents, are indicative only and are provided solely to assist in a preliminary assessment of the proposed procurement.

3. These bid documents do not constitute an agreement; its sole purpose is to provide interested bidders/service providers with information that may be useful to them in preparing their bids pursuant to these bid documents.

4. These bid 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 bid documents.

5. The assumption, assessment, statements and information contained in these bid documents may not be complete, accurate and adequate or correct for the purposes of any all bidders/service providers.

6. Each bidder/service provider 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 bid documents and seek independent professional advice on any all aspects of these bid documents, as deemed appropriate.

7. All information submitted in response to this bid documents becomes the property of the Procuring agency (PSCA), including all business information and proprietary data submitted with all rights of communication and disclosures.

8. The PSCA shall not be responsible for non-receipt of any correspondence sent by the post/courier/email/fax.

9. No decision shall be based solely on the basis of the information provided for any statements, opinions or information provided in these bid documents.

10. While submitting a proposal in response to these bid documents, each bidder/service provider certifies that it understands, accepts and agrees to the disclaimers set forth above.

11. Nothing contained in any provision of these bid documents or any statements made orally or in writing by the person or party shall have the effect of negating or suspending any of the disclaimers set forth herein.

12. This PSCA reserves the right to withdraw from or cancel this procurement bidding process or any part thereof, or to vary any of its term at any time, without incurring any financial obligation in connection therewith.
Punjab Safe Cities Authority (PSCA) invites sealed bids from eligible Service Providers to acquire the services for:

“INSURANCE OF BUSES”

Interested eligible service provider can obtain detailed bidding documents which are available in the office of Punjab Safe Cities Authority (PSCA) after depositing/submitting bidding document fee i.e. Rs. 1,000/- (non-refundable) in the shape of Pay Order made in favor of “Establishment of IC3 Funds”, Account #PK31BPUN-6010-0457-6650-0010 having NTN: 7129125-0 (Bank of Punjab) and may also be downloaded from the website of Punjab Safe Cities Authority (www.psca.gop.pk) & PPRA (www.ppra.punjab.gov.pk).

Sealed and complete bids in accordance with the requirements of the bidding document must be reached in this office on or before PST 1500 hours on October 11th, 2019 and shall be opened on same date in the presence of Service Provider’s representative (who chose to attend) at PST 1530 hours in the office of Punjab Safe Cities Authority (PSCA).

For obtaining any further information or clarifications, please feel free to contact at procurement@psca.gop.pk
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# Part- I (Section I)

**INSTRUCTIONS TO BIDDERS / SERVICES PROVIDERS**

## A. Introduction

| 1. Punjab Safe Cities Authority & This Project | 1.1 Punjab Safe Cities Authority (PSCA) has been established and functioning in Qurban Line Lahore. |
|  | 1.2 PSCA has sufficient funds for this project, subject to the approval of the competent authority. |
|  | 1.3 PSCA requires insurance of buses. |

| 2. Eligible Bidders/ Services Providers | 2.1 This Invitation for Bids is open to all Service Provider’s, except as provided hereinafter. |
|  | 2.2 Government-owned enterprises may participate only if they are legally and financially autonomous, if they operate under commercial law, and if they are not a dependent agency of the Government. |
|  | 2.3 Bidders/Service Providers shall not be under a declaration of blacklisting by any Government department or Punjab Procurement Regulatory Authority (or any PPRA) or involved in any corrupt practice or facing such case anywhere. |
|  | 2.4 Each bidder/service provider is allowed to submit only one bid for either individually or as a partner/Joint of a company/firm etc. In case a bidder/service provider submits more than one bid his/it’s all bids shall be rejected. |
|  | 2.5 Joint Venture (JV) is not allowed for this project. |

| 3. Scope of Services | 3.1. PSCA intends to hire service provider for insurance of buses services for mutually agreed time period. |
|  | 3.2. Service provider shall appoint focal person for this project to coordinate with Transport Department of Punjab Safe Cities Authority. |

| 4. Cost of Bidding | 4.1 The Bidder/service provider shall bear all costs associated with the preparation and submission of its bid, and the Punjab Safe Cities Authority (PSCA) will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process. |
B. The Bidding Documents

5. Content of Bidding Documents

5.1 The services required, bidding procedures, and contract terms are prescribed in the bidding documents. In addition to the Invitation for Bids, the bidding documents include:
   a. Instructions to Bidders/service providers (ITB);
   b. Bid Data Sheet (dully signed & stamped);
   c. Specification of Bids;
   d. Preparation of Bids;
   e. Price Schedule;
   f. Bid Submission Form;
   g. Bid evaluation Criteria;
   h. Technical & Financial Bids;
   i. Performance Security Form;
   j. Services/ Goods Delivery time or completion time/schedule, Payment milestone;
   k. Contract Forms;
   l. General Conditions of Contract (GCC);
   m. Special Conditions of Contract (SCC);
   n. Any other / subsequent from if any;

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

6. Clarification of Bidding Documents

6.1 A prospective Bidder/service provider requiring any clarification of the bidding documents may notify the Punjab Safe Cities Authority (PSCA) in writing or by email at the Punjab Safe Cities Authority’s address seven (07) calendar days before to the closing date and time of the bids or as per decision of PSCA.

6.2 Pre-bid meeting may be call by the PSCA at its own or to clarify the bidding document. But it is the sole discretion of the PSCA which can’t be claim by any bidder /Service Provider as a right.

7. Amendment of Bidding Documents

7.1 At any time prior to the deadline for submission of bids, the Punjab Safe Cities Authority, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Service Provider/Bidder, may modify the bidding documents by amendment.

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

7.3 In order to allow prospective Service/Provider/bidders reasonable time to incorporate the amendment (if any) in account to preparing their bids, the Punjab Safe Cities Authority, at its discretion, may extend the deadline for the submission of bids.
C. Preparation of Bids

8. Language of Bid

8.1 The bid prepared by the Bidder/service provider, as well as all correspondence and documents relating to the bid exchanged by the Bidder/service provider and the Punjab Safe Cities Authority (PSCA) shall be written in English language specified in the Bid Data Sheet. Supporting documents and printed literature furnished by the Bidder/Service Provider may be in same language.

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

9. Documents Comprising the Bid

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

(a) A Bid Form and a Price Schedule completed in accordance with ITB Clauses 10, 11, and 12 and evaluation criteria;

(b) Documentary evidence established in accordance with ITB Clause 13 that the Bidder/Service Provider is eligible to bid and is qualified to perform the contract if its bid is accepted;

(c) Documentary evidence established in accordance with relevant ITB Clause that the services to be supplied by the bidder/Service Provider are conform to the bidding documents; and

(d) Bid security furnished in accordance with relevant ITB Clause or any other information required by PSCA.

10. Bid Form

10.1 The Bidder/Service Provider shall complete the Bid Form and the appropriate Price Schedule furnished in the bidding documents, indicating the services provided and delivery of any items regarding the provision of services.

11. Bid Prices

11.1 The Bidder/Service Provider shall fill up the Performa provided in the bidding document as required.

11.2 Prices quoted by the Bidder/Service Provider shall be fixed during the Service Provider/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 / Optional quotation will be treated as nonresponsive and rejected.

12. Bid Currencies

12.1 Prices shall be quoted in Pak Rupees unless otherwise specified in the Bid Data Sheet.
13. Documents Establishing Bidder’s Eligibility and Qualification

13.1 Pursuant to ITB Clause 9, the Bidder/Service Provider shall furnish, as part of its bid, documents establishing the Service Provider/Bidder’s eligibility to bid and its qualifications to perform the contract if its bid is accepted.

13.2 The documentary evidence of the Service Provider/Bidder’s eligibility to bid shall establish to the Punjab Safe Cities Authority (PSCA) satisfaction that the Service Provider/Bidder, at the time of submission of its bid, is eligible as defined under ITB Clause 2.

13.3 The documentary evidence of the Service Provider/Bidder’s qualifications to perform the contract if its bid is accepted shall establish to the Punjab Safe Cities Authority (PSCA) satisfaction:

(a) That if a bidder/Service Provider is a firm / company or organization has a valid certificate from Government entity in respect of its registration / renewal.
(b) that the Service Provider/Bidder has the financial, technical, managerial and production capability necessary to perform the contract;
(c) That the Service Provider/Bidder meets the qualification criteria listed in the Bid Data Sheet.

14. Conformity to Bidding Documents

14.1 Pursuant to ITB Clause 9, the Service Provider/Bidder shall furnish, as part of its bid, documents establishing the eligibility and conformity to the bidding documents of all services and any goods of works related to such services, which the Service Provider/Bidder proposes to supply under the contract.

14.2 Documentary evidence of the eligibility of the services provider inform of literature, letter, work plan, scope of work etc.

15. Bid Security

15.1 Pursuant to relevant ITB Clause, the Bidder/service provider shall furnish, as part of its bid, a bid security in the amount specified in the Bid Data Sheet.

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

15.3 Unsuccessful Service Provider/bidders’ bid security will be discharged or returned as promptly as possible the expiration of the period of bid validity prescribed by the Punjab Safe Cities Authority (PSCA) pursuant to relevant ITB Clause as per PPRA rules 2014 (amended). The bid security of successful Service Provider/bidder shall be released after issuing of advance acceptance letter/contract/performance guarantee.

15.4 The bid security is required to protect the Punjab Safe Cities Authority (PSCA) against the risk of Service Provider/Bidder’s conduct which would warrant the security’s forfeiture under the followings:
(a) If a Service Provider withdraws its bid during the period of bid validity specified by the Service Provider/Bidder on the Bid Form; or

(b) In the case of a successful Service Provider/Bidder, if the Service Provider/Bidder fails;

I. To sign the contract in accordance with requirements

II. To furnish performance security in accordance with relevant ITB Clause.

III. To submit its bid in accordance with the conditions of knock out clause / basic requirement or in case of any false information or submission a fake documents or in case of any illegal / fraudulent practice.

16. Period of Validity of Bids

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

16.2 In exceptional circumstances, the Punjab Safe Cities Authority (PSCA) may solicit the Service Provider/Bidder’s consent to an extension of the period of validity as provided in PPRA Rules 2014 amended time to time.

D. Submission of Bids

17. Sealing/Signing & Marking of Bids

17.1 The Service Provider/Bidder shall seal the bid(s) in separate envelope after duly marking each page and stamping, signing of the bid(s) (each pages) and then separately in an outer envelope.

18. Deadline for Submission of Bids

18.1 Bids received by the Punjab Safe Cities Authority (PSCA) at the address specified must no later than the time and date specified in the Tender.

18.2 The Punjab Safe Cities Authority (PSCA) may, at its discretion, extend this deadline for the submission of bids by amending the bidding documents in accordance with PPRA Rules 2014.

19. Late Bids

19.1 Any bid received by the Punjab Safe Cities Authority (PSCA) after the deadline for submission of bids prescribed by the Punjab Safe Cities Authority (PSCA) pursuant to ITB Clause will be rejected and returned unopened to the Service Provider/Bidder.
20. Withdrawal of Bids

20.1 The Service Provider/Bidder may withdraw its bid after the bid’s submission, provided that written notice of the withdrawal that received in the office of Punjab Safe Cities Authority (PSCA) prior to one day of the deadline prescribed for submission of bids.

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

E. Opening and Evaluation of Bids

21. Process of Procurement

21.1 Single Stage two envelop/process/ method provided in rule 38 of PPRA Rules 2014 shall be followed if otherwise it is not mentioned.

22. Opening of Bids by the Punjab safe cities authority

22.1 The Punjab Safe Cities Authority (PSCA) will open all bids in the presence of PPRA Service Provider/Bidders’ representatives who choose to attend, at the time, on the date, and at the place specified in the Bid Data Sheet. The Service Provider/bidders’ representatives who are present shall sign an attendance sheet evidencing their presence.

22.2 The Service Provider/bidders’ names, bid modifications or withdrawals, bid prices, discounts, and the presence or absence of requisite bid security and such other details as the Punjab Safe Cities Authority, at its discretion, may consider appropriate, will be announced at the opening. No bid shall be rejected at bid opening, except for late bids, which shall be returned unopened to the Service Provider/Bidder.

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

23. Clarification of Bids

23.1 During evaluation of the bids/prior the signing of the contract, the Punjab Safe Cities Authority (PSCA) may, at its discretion, ask the Service Provider/Bidder for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the prices or substance of the bid shall be sought, offered, or permitted.
24. Preliminary Examination

24.1 The Punjab Safe Cities Authority (PSCA) will preliminary 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.

24.2 Arithmetical errors may be rectified if PSCA desired on the following basis. 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 Service Provider does not accept the correction of the errors, its bid will be rejected, and its bid security shall be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.

24.3 The Punjab Safe Cities Authority (PSCA) may waive any minor informality, nonconformity, or irregularity in a bid which does not constitute a material deviation or change the substance of the bid, provided such waiver does not prejudice or affect the relative ranking of any Service Provider/Bidder.

25. Qualification & Evaluation of Bids

25.1 In the absence of prequalification, the Punjab Safe Cities Authority (PSCA) will determine to its satisfaction whether the Service Provider/Bidder is qualified to perform the contract satisfactorily, in accordance with the Criteria / Section V.

25.2 The determination will take into account the Service Provider/Bidder’s financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the Service Provider/Bidder’s qualifications submitted by the Service Provider/Bidder, pursuant to ITB Relevant Clause, as well as such other information, as the Punjab Safe Cities Authority (PSCA) deems necessary and appropriate.

25.3 The Punjab Safe Cities Authority (PSCA) will technically evaluate and compare the bids which have been determined to be substantially responsive, as per Technical Specifications/requirement.

25.4 The Punjab Safe Cities Authority (PSCA) will financially evaluate a bid that’s price shall be inclusive of all prevailing taxes and duties, if otherwise not mentioned.

25.5 PSCA may consider a single bid if it is responsive as per PPRA Rules 2014.

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

26. Announcement of Evaluation of Bids

26.1 PSCA shall announce the evaluation report as provided in PPRA Rules 2014 up dated.

27.1 No Service Provider/Bidder shall contact the Punjab Safe Cities Authority (PSCA) on any matter relating to its bid, from the time of
27. Contacting the Punjab Safe Cities Authority

the bid opening to the time evaluation report is made public. If the Service Provider/Bidder wishes to bring additional information or has grievance to the notice of the Punjab Safe Cities Authority, it shall do so in writing.

27.2 Any effort by a Service Provider/Bidder to influence the Punjab Safe Cities Authority (PSCA) during bid evaluation, or bid comparison may result in the rejection of the Service Provider/Bidder’s bid and forfeiting of its bid security and its blacklisting.

F. Award of Contract

28. Award Criteria

28.1 Subject to ITB Clause 30, the Punjab Safe Cities Authority (PSCA) will award the contract to the successful Service Provider/Bidder whose bid has been determined to be substantially responsive in accordance with the evaluation criteria and has been determined to be the lowest evaluated bid as defined in PPRA rules 2014.

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

29. Punjab Safe Cities Authority’s Right to Vary Scope of Services at Time of Award

29.1 The Punjab Safe Cities Authority (PSCA) reserves the right at the time of contract awarding to add/delete terms and conditions, the Scope of services originally specified in the Schedule of Requirements or payment milestone without any change in unit price in accordance with prevailing rules & regulations.

30. Punjab Safe Cities Authority’s Right to Accept or Reject All Bids

30.1 The Punjab Safe Cities Authority (PSCA) reserves the right to reject all bids, or any lot in case of more than one lot and to annul the bidding process at any time prior to contract award, without thereby incurring any liability to the Service Provider/Bidder or bidders or any obligation to inform the Service Provider/Bidder or bidders the grounds for the rejection of bids.

31. Notification of Award

31.1 Prior to the expiration of the period of bid validity, the Punjab Safe Cities Authority (PSCA) will notify the successful Service Provider/Bidder in writing by registered letter or by email, that its bid has been accepted subject to verification of the performance guarantee (if any), however this acceptance shall not be termed as a contract or the Service Providers/bidders cannot make any claim or as a vested right on this ground.

31.2 The notification of award will constitute the formation of the Contract subject to receipt of a valid the Performance Guarantee (if any).
32. **Signing of Contract**

32.1 After notifications to the successful Service Provider/Bidder that its bid has been accepted, the successful bidder/service provider will send to the PSCA, the signed/stamped (on stamp paper) Contract provided in the bidding documents or reviewed, incorporating all agreements between the parties within seven (07) days (or extendable date or as per requirement by the PSCA).

32.2 Prior to that signing of the contract the successful Service Provider/bidder may discuss any issue regarding the contents of the contract with PSCA. But, there shall be no variation or amendment in the contract without prior approval or consent of PSCA. However, no amendment, variation shall be allowed that violate the principles of procurement.

32.3 The stamp duty on the contract of the same shall be imposed as per the “The Stamp Act, 1899” that shall be paid by the bidder/service provider.

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

33. **Commencement of the Contract**

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

34. **Integrity Pact**

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

35. **Performance Security**

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

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

36.1 The PSCA requires that Service Provider/Bidders, Service Provider’s, and Service Providers observe the highest standard of ethics during the procurement and execution of contracts. For the purposes of this provision, the terms set forth in PPRA Rules/Act shall be applicable:

(a) The Punjab Safe Cities Authority (PSCA) will bar a firm, in accordance with prevailing Blacklisting procedures under Punjab Procurement Rules 2014 in any case if deems so.

36.2 Furthermore, Service Provider/Bidders shall be aware of the provision stated in General Conditions of Contract.

37. Grievance Redressal Committee

37.1 In case of any dissatisfaction or objection against the evaluation/report the aggrieved Service Provider/bidder may approach to the grievance-redressed committee that shall be notified by the PSCA for the purpose to address the grievance within 03 days after the announcement of the final evaluation report as provided in PPRA rules 2014 amended. Nevertheless, the disqualified bidder cannot object its technical ineligibility at this stage (Announcement of final evaluation report/results).

37.2 In case, if the bid of any bidder/service provider is declared technically irresponsible or disqualified such bidder/service provider can file its technical rejection grievance within three (03) days after such announcement to PSCA. After three (03) days his technical rejection grievance shall not be considered/accepted.

38. Resolution of Disputes

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

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

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

39. General Guidelines for the Service provider

39.1 In case of any illness/injuries/causality resulting from any accident to the staff of service provider; PSCA shall not take any responsibility for the same toward compensation, medical care or meeting any/all medical expenses incurred for the same.
Section-II
Bid Data Sheet

The following specific data for the required services shall complement, supplement, or amend under the provisions in the Instructions to Bidders (ITB) Part One. Whenever there is a conflict, the provisions of this bid data sheet shall prevail over those in ITB.

<table>
<thead>
<tr>
<th>Introduction</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>PUNJAB SAFE CITIES AUTHORITY</strong></td>
</tr>
<tr>
<td>Name of Project: <strong>INSURANCE OF BUSES</strong></td>
</tr>
<tr>
<td>For clarification purposes, the Employer’s address is: <strong>PSCA – Qurban Lines, Lahore.</strong> Phone #: <strong>042-99051605-8</strong> and Email: <strong><a href="mailto:procurement@psca.gop.pk">procurement@psca.gop.pk</a></strong></td>
</tr>
<tr>
<td>Requests for clarification shall be received by the Punjab Safe Cities Authority (PSCA) no Later than <strong>[09-10-2019]</strong></td>
</tr>
<tr>
<td>Language of the bid – <strong>English</strong></td>
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<table>
<thead>
<tr>
<th>Bid Price and Currency</th>
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<tbody>
<tr>
<td>The price quoted shall be delivered duty paid at the following locations in accordance with the Schedule of Requirements including all payment taxes.</td>
</tr>
<tr>
<td>The price shall be in <strong>Pak Rupees (including all taxes)</strong> and shall be fixed.</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Preparation and Submission of Bids</th>
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</thead>
<tbody>
<tr>
<td><strong>Mandatory Requirements:</strong></td>
</tr>
<tr>
<td>The interested bidder/service provider to provide documentary evidences against the below mentioned requirements:</td>
</tr>
<tr>
<td>a. NTN and Registration certificate with SECP.</td>
</tr>
<tr>
<td>b. Punjab Sales Tax (PST).</td>
</tr>
<tr>
<td>c. Professional Tax Certificate.</td>
</tr>
<tr>
<td>e. Signed &amp; stamped of all bidding documents.</td>
</tr>
<tr>
<td>g. <strong>Authority Letter</strong> from the Bidder Company for authorizing the relevant person to represent the company on Firm letter head.</td>
</tr>
<tr>
<td>h. <strong>Affidavit</strong> on stamp/legal paper that the firm is not blacklisted or involve in any corrupt or illegal practice or banned or declared ineligible / blacklisted by any procuring agency.</td>
</tr>
<tr>
<td>i. Joint Venture is not allowed.</td>
</tr>
</tbody>
</table>
### Amount of Bid Security:

The required bid security is **PKRs. 40,000/-** that is not more than 5% of the estimated cost in accordance with the Punjab Procuring Rules 2014.

Bids shall be in the prescribed format, sealed and accompanied by the Bid Security in the form of Call Deposit Receipt (CDR) in favor of /“Establishment of IC3 Funds”, Account # PK31BPUN-6010-0457-6650-0010 (Bank of Punjab) having NTN: 7129125-0 having its **validity 120 days** from the date of opening of bid that shall be **annexed with the technical proposal (bid)**.

### Bid Validity Period: 120 days after the date of opening of bid.

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

**Deadline for Bid Submission: October 11th, 2019** no later than **1500 Hours**

**Time, Date, and Place for Bid Opening: October 11th, 2019** at 1530 Hours PSCA Office.

### Bid Evaluation

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

### Contract Award

The scope of services may be reviewed as per the requirement of PSCA within the parameter of applicable laws/rules.
TABLE 1  DELIVERY SCHEDULE OF SERVICES

<table>
<thead>
<tr>
<th>Sr #</th>
<th>Location</th>
<th>Delivery Time Period</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>PPIC3 Centre, Lahore</td>
<td>Insurance starts immediately after signing of Contract</td>
</tr>
</tbody>
</table>
### INSURANCE OF BUSES:

<table>
<thead>
<tr>
<th>Ser</th>
<th>Description</th>
<th>Date of Purchase</th>
<th>Qty</th>
<th>Value PKRs</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Hino Bus Model AK8JRKA STARLINER GALAXY BUS ALONG COMPLETE TOOLS AND SPARE WHEEL</td>
<td>28 Feb 2017</td>
<td>5</td>
<td>10,800,000/-</td>
</tr>
<tr>
<td>2</td>
<td>Hino Bus Model AK8JRKA STARLINER GALAXY BUS ALONG COMPLETE TOOLS AND SPARE WHEEL</td>
<td>31th Jan 2017</td>
<td>3</td>
<td>10,800,000/-</td>
</tr>
</tbody>
</table>

- Service Provider shall be responsible for insurance of buses of PSCA:

<table>
<thead>
<tr>
<th>SR. #</th>
<th>CATEGORIES</th>
<th>SPECIFICATION</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Accident</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Fire</td>
</tr>
<tr>
<td>1.</td>
<td>Financial Losses</td>
<td>Lightening</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Burglary</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Housebreaking or theft</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Malicious act</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Flood</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Whilst in Transit</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Terrorism, Riot &amp; Strike</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Total Loss</td>
</tr>
<tr>
<td>2.</td>
<td>Accidental Loss</td>
<td>Accidents not intentionally caused</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Damages from theft, fine and other uncontrollable circumstances</td>
</tr>
<tr>
<td></td>
<td>Theft of Car/ Snatching</td>
<td>Vehicle loss in case of theft, burglary, robbery, abduction, Hijack etc.</td>
</tr>
<tr>
<td>---</td>
<td>------------------------</td>
<td>------------------------------------------------------------------------</td>
</tr>
<tr>
<td>4</td>
<td>Third Party Claims</td>
<td>Third party property damage</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Third party injury/death others</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Property and personal loss (Both)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Uninsured/ Motorist Protection</td>
</tr>
</tbody>
</table>

**Note:**

- The insurance company shall appoint surveyor within 3 hours after the registration of claim country wide and shall be responsible for claim settlement within 24-36 hour.
- Damage of Paint is included in insurance of claim.
- There shall be no depreciation amount paid on replacement of new parts, this will be completely responsibility of service provider.
- Any other law / policy not adopted by Punjab Government or other guidelines in this regard shall not be followed or acceptable.
# Section V
## EVALUATION CRITERIA

<table>
<thead>
<tr>
<th>SR. #</th>
<th>CRITERIA</th>
<th>MAX. MARKS</th>
<th>DESCRIPTION</th>
<th>DOCUMENTS REQUIRED</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Number of Years of Existence of firms</td>
<td>10</td>
<td>Each Year 1 Point and maximum 10 Points</td>
<td>Documentary evidence Shall be provided.</td>
</tr>
<tr>
<td>2</td>
<td>Cumulative value of similar contracts/award successfully completed in last Ten (10) years</td>
<td>10</td>
<td>PKRs 50 Million or more = 10 Points</td>
<td>Documentary evidence Shall be provided.</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>PKRs 25 Million to 50 M = 05 Points</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>PKRs 10 Million to 25 M = 02 Points</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Less than PKRs.10 Million = 0 Points</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>No. of insurance Projects completed successfully in last Ten (10) years</td>
<td>10</td>
<td>More than 10 Projects = 10 Points</td>
<td>Documentary evidence Shall be provided.</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>7 to 10 Projects = 08 Points</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>3 to 7 Projects = 05 Points</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Less than 3 Projects = 0 Points</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Rating by PACRA</td>
<td>15</td>
<td>AAA = 15 Points</td>
<td>Documentary evidence Shall be provided.</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>AA+ = 10 Points</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>AA = 08 Points</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>AA- = 05 Points</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Less than AA- = 0 Points</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Firm Profile</td>
<td>05</td>
<td>Complete details of insurance system infrastructure and quality management system within organization and qualification of experienced staff,</td>
<td>Documentary evidence Shall be provided.</td>
</tr>
<tr>
<td></td>
<td>TOTAL MARKS = 50</td>
<td></td>
<td>MINIMUM PASSING MARKS =40</td>
<td></td>
</tr>
</tbody>
</table>
Section VI

1. Bidding Forms
a. BID SUBMISSION FORM

Date: __________________________
No: __________________________

To
[PUNJAB SAFE CITIES AUTHORITY]

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

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

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

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

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

In any case and at any stage of procurement process or thereafter for the verification
purposes the Punjab Safe Cities Authority (PSCA) has right to seek the clarification from the
undersigned and call any document / record to authenticate/verify 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:

<table>
<thead>
<tr>
<th>Name and address of agent</th>
<th>Amount and Currency</th>
<th>Purpose of Commission or gratuity</th>
</tr>
</thead>
<tbody>
<tr>
<td>________________________</td>
<td>____________________</td>
<td>________________________________</td>
</tr>
<tr>
<td>________________________</td>
<td>____________________</td>
<td>________________________________</td>
</tr>
<tr>
<td>________________________</td>
<td>____________________</td>
<td>________________________________</td>
</tr>
</tbody>
</table>

(if none, state “none”)
We understand that Punjab Safe Cities Authority (PSCA) is not bound to accept the lowest or any received bid you and may cancelled the process at any time.

Dated this ________________ day of ________________ 20______.

[Signature] [In the capacity of]

Duly authorized to sign Bid for and on behalf of ________________________________
## 2. Price Schedules

**INSURANCE OF BUSES**

<table>
<thead>
<tr>
<th>SR. #</th>
<th>DESCRIPTION</th>
<th>PRICE IN PKR.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Premium Per Unit</td>
</tr>
<tr>
<td>1</td>
<td>Total Premium of (8) Eight Buses including all taxes</td>
<td></td>
</tr>
</tbody>
</table>

### Note:

1. The service provider/bidder is required to complete the price schedule carefully and in case of any discrepancy or multiple price the bid shall not be considered.
2. Insurance amount shall be quoted by the vendor after the calculation of depreciation value of buses keeping in view the date of purchase provided in scope of services.
3. Premium must be included of all taxes including Federal Excise Fee, Central Excise Duty and admin Charges etc.
4. In case of discrepancy between unit price and total, the unit price shall prevail.
5. All prices must be included with all other prevailing taxes.
6. The bidder is required to submit this Performa only to PSCA after its completion / fulfillment. No alternative or other than this Performa shall be acceptable.

Grand total in words _______________________________
Date ____________

Signature of authorized person
Name: ________________________
(Company Seal)
______________________________

In the capacity of
Duly authority by

Note: No cutting or overwriting is allowed. Any cutting or overwriting will lead to rejection of the financial bid.
Part-II (Section I)
Contract Forms

1. CONTRACT FORM

THIS AGREEMENT made the _____ day of ___________ 20_____ between Punjab Safe Cities Authority (PSCA) (hereinafter called “the Employer/Client”) of the one part and [name of Service Providers] of (hereinafter called “the Service Provider”) of the other part:

WHEREAS the Punjab Safe Cities Authority (PSCA) invited bids for the services and viz., [brief description of services] and has accepted a bid by the Service Provider for the supply of those 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 contract words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents shall be deemed to form and be read and construed as integral part of this Contract, viz.:
   a. The Bid Form and the Price Schedule submitted by the Bidder;
   b. The Schedule of Requirements;
   c. The Scope of Services;
   d. The General Conditions of Contract;
   e. The Special Conditions of Contract; and
   f. The Punjab Safe Cities Authority (PSCA) Notification of Award.
   g. The clarifications provided to the Service Providers

3. The Client hereby covenants to pay the Service Provider in consideration of the provision of the services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

4. The Client may add, delete, review any condition or clause of the contract at the time of signing with mutual consent without affecting the substance of the bid process/price. The contract may be extended for a reasonable period with the consent of the parties.

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

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

Signed, sealed, delivered by ______________ the ______________ (for the Service Providers.)
2. PERFORMANCE SECURITY FORM

To:

[Client Address]

WHEREAS [name of Service Provider] (hereinafter called “the Service Provider”) 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 Service Provider shall furnish you with a bank guarantee by a reputable bank for the sum specified therein as security for compliance with the Service Provider’s performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Service Provider a guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Service Provider, 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 Service Provider 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]
Section II
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) “Bid Security” means the bank guarantee or other form of security submitted by a bidder together with a bid to secure the obligations of the bidder participating in a bidding proceedings

d) “Blacklisting” means debar the bidder/service provider to participate in any procurement process on any ground provided in the document and uploaded its status on PPRA website or any other procurement site of the country/world.

e) “Conflict of Interest” means

   (i) where a bidder/service provider 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 service provider 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

b. “Contract” means the agreement entered into between the Punjab Safe Cities Authority (PSCA) and the Service Provider, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

c. “Contract Price” means the price payable to the Service Provider under the Contract for the full and proper performance of its contractual obligations.
d. “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, non-competitive 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;

e. “Day” means calendar day.

f. “Employer/Client” means the procuring agency that signs the
contract for the services with the selected/qualified service
provider.

g. “GCC” means the General Conditions of Contract contained in this
section.

h. “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.

i. “Province” means Punjab Province.

j. “SCC” means the Special Conditions of Contract.

k. “Service provider” means a legally established professional firm or
entity that may provide/provides the services to the client under the
contract.

l. “The Services” means the work to be performed by the firm/entity
pursuant to the contract.

m. The “PPRA Rules means the Punjab Procurement Rules 2014
amended to date.

n. “The Punjab Safe Cities Authority (PSCA)” means the
organization hiring the services.

o. “The Project Site,” where applicable, means the place or places
named in SCC.

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. Scope of Services

3.1 PSCA intends to hire service provider for insurance of buses
services for mutually agreed time period.

3.2 Service provider shall appoint focal person for this project to
coordinate with Transport Department of Punjab Safe Cities
Authority.
4. Use of Contract Documents and Information; Inspection and Audit by the Bank

4.1 The Service Provider/Bidder shall not, without the Punjab Safe Cities Authority'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 Punjab Safe Cities Authority (PSCA) in connection therewith, to any person other than a person employed by the Service Provider/Bidder in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

4.2 The Service Provider/Bidder shall permit the Punjab Safe Cities Authority (PSCA) to inspect the Service Provider/Bidder’s accounts and records relating to the performance of the Service Provider/Bidder and to have them audited by auditors appointed by the Punjab Safe Cities Authority, if so required by the Punjab Safe Cities Authority.

5. Performance Guarantee

5.1 Within seven (7) days of receipt of the notification of Contract award, the successful Service Provider/Bidder shall furnish to the Punjab Safe Cities Authority (PSCA) the performance security in the amount specified in SCC before the execution of the contract.

5.2 The proceeds of the performance guarantee shall be payable to the Punjab Safe Cities Authority (PSCA) as compensation for any loss resulting from the Service Provider’s failure to complete its obligations under the Contract.

5.3 The performance security shall be denominated in the currency of the Contract acceptable to the Punjab Safe Cities Authority (PSCA) and shall be in a form of:

   a. Bank guarantee or an irrevocable letter of credit issued by a reputable bank located in Punjab, in the form provided in the bidding documents or another form acceptable to the Punjab Safe Cities Authority.

5.4 The performance security will be discharged by Punjab Safe Cities Authority (PSCA) and returned to the Service Provider not later than thirty (30) days following the date of completion of the Service Provider’s performance obligations under the Contract, including any warranty obligations, unless specified otherwise in SCC.

5.5 The Performance security shall be verified promptly from the concerned bank prior to signing the contract and in case of its non-confirmation, PSCA has right to blacklisting such Service Provider/bidders.

6. Transportation

6.1 The Service Provider is required to provide/construct the desired services or the works connected with the services have to be provide
by the service provider as per the contract (if any) on a specified place of destination and related costs shall be included in the Contract Price.

7. Service Provider’s Responsibilities

7.1 Service provider shall ensure the completion of services in accordance with the terms of the contract after approval of Procuring Agency/PSCA.

8. Payment & Prices

8.1 The method and conditions of payment to be made to the service provider under the Contract or the payment milestone.

9. Change Orders

9.1 The Punjab Safe Cities Authority (PSCA) may at any time, by a written order given to the Service Providers, make changes within the general scope of the Contract in any one or more notwithstanding anything contrary to prevailing laws / rules.

10. Contract & Commencements

10.1 No variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

10.2 The contract shall be commenced after verification of the Bank guarantee submitted by the Service Provider from the concerned bank if otherwise not provided.

11. Delays in the Service Provider’s Performance

11.1 Delay in provision of Services by the Service Provider in accordance with the time schedule prescribed by the Punjab Safe Cities Authority (PSCA) in the Schedule of Requirements shall not be tolerated.

11.2 The PSCA focal person shall conduct visit to the sites in order to monitor progress. The Service Provider shall not obstruct visit of PSCA focal person.

12. Termination for Default

12.1 The Punjab safe cities authority, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Service Providers, may terminate this Contract in whole or in part:

(a) If the Service Provider fails to perform the services within the period(s) specified in the Contract, or within any extension thereof granted by the Punjab Safe Cities Authority (PSCA) pursuant to GCC relevant Clause or
(b) If the Service Provider fails to perform any other obligation(s) under the Contract.

(c) If the Service Providers, in the judgment of the PUNJAB SAFE CITIES AUTHORITY (PSCA) has engaged in corrupt or fraudulent practices in competing for or in executing the Contract. For the purpose of this clause: “Corrupt practice” means that defined in PPRA Rules 2014 or Act 2009 amended to date. However, PSCA shall follow the prevailing rules and law in case of termination of the contract, if required.

12.2 In the event the Punjab Safe Cities Authority (PSCA) terminates the Contract in whole or in part, the Punjab Safe Cities Authority (PSCA) may procure, upon such terms and in such manner as it deems appropriate Services similar to those undelivered, and such
additional costs shall be payable by the Service Providers. However, the Service Provider shall continue performance of the Contract to the extent not terminated. The benefit of force majeure shall be in favor of client if it anytime.

13. Force Majeure

13.1 Notwithstanding anything contrary provided in the provisions of GCC Clauses, the Service Provider shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that it’s delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

13.2 For purposes of this clause, “Force Majeure” means an event beyond the control of the Service Provider and not involving the Service Provider’s fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Punjab Safe Cities Authority (PSCA) in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

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

14. Termination for Insolvency

14.1 The Punjab Safe Cities Authority (PSCA) may at any time terminate the Contract by giving written notice to the Service Provider if the Service Provider becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Service Providers, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Punjab safe cities authority.

15. Termination for Convenience

15.1 The Punjab safe cities authority, by written notice sent to the Service Providers, may terminate the Contract, in completely or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Punjab Safe Cities Authority (PSCA) convenience, the extent to which performance of the Service Provider under the Contract is terminated, and the date upon which such termination becomes effective.

15.2 All enabling clauses of PPRA laws / rules / regulations shall be strictly followed in process of procurement black listing contract management etc.
16. Resolution of Disputes

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

16.2 The matter shall be referred to MD Punjab Safe Cities Authority (PSCA) if Service Provider is not agreed or dispute is unsettled after 30 days and who will decide the matter in accordance with prevailing laws after affording opportunity of hearing to the parties whose decision will be final.

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

17. Governing Language

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

18. Applicable Law

18.1 The Contract shall be interpreted in accordance with the laws of Islamic Republic of Pakistan/Punjab.

19. Notices

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

20. Taxes and Duties

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

21. Corrupt or Fraudulent Practices

21.1 The Punjab Safe Cities Authority (PSCA) requires that Service Provider/Bidders, Service Providers, and Service Providers observe the highest standard of ethics during the procurement and execution of contracts. For the purposes of this provision, the terms set forth in PPRA Rules /Act shall be applicable:

(a) The Punjab Safe Cities Authority (PSCA) will bar a firm/individual/company/bidders/Service Providers/ Service Providers /consultants/or what so ever named, in accordance with Blacklisting procedures under Punjab Procurement Rules 2014 in any case if deems so.

21.2 Furthermore, Service Provider/Bidders shall be aware of the provision stated in the General Conditions of Contract.
22.1. A procuring agency may, for a specified period, debar a bidder/service provider from participating in any public procurement process of the procuring agency, if the bidder or contractor has:
   (a) acted in a manner detrimental to the public interest or good practices;
   (b) consistently failed to perform his obligation under the contract;
   (c) not performed the contract up to the mark;
   (d) indulged in any corrupt practice.

22.2 If a procuring agency debars a bidder/service provider, the procuring agency:
   (a) shall forward the decision to the Punjab Procurement Regulatory Authority (PPRA) for publication on the website of the PPRA; and
   (b) may request the PPRA to debar the bidder or contractor for procurement of all procuring agencies.

22.3 The Managing Director of PPRA may debar a bidder/service provider of any procuring agency from participating in any public procurement process of all or some of the procuring agencies for such period as the PPRA may determine.
Section III
Special Conditions of Contract

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

1. Definitions

   a) The Punjab Safe Cities Authority (PSCA) is: [Department Name]
   
   b) The Punjab Safe Cities Authority (PSCA) country is: Islamic Republic of Pakistan
   
   c) The Service Provider is: [Detail]
   
   d) The Project Site is: [Detail]

2. Performance Security

The amount of performance security, i.e. (Which will 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.

3. Bid Validity

The bid validity time period is validity 120 days from the date of opening of bid that shall be annexed with the technical proposal (bid). In case of any fraud, false document or discrepancy PSCA reserves the right to initiate a legal proceeding including blacklisting of bidder/Service provider as per procurement procedure/PPRA Rules 2014 (amended).

Note:

(i) PSCA has right to add / incorporate any condition at the time of contract which is not contrary to any applicable laws or with the consent of the service provider may review any terms and condition / clause of the bidding documents within the parameters of existing laws.
**DOCUMENT CHECKLIST**

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

<table>
<thead>
<tr>
<th>SR. #</th>
<th>DOCUMENTS REQUIRED</th>
<th>ATTACHED</th>
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</thead>
<tbody>
<tr>
<td><strong>TECHNICAL PROPOSAL</strong></td>
<td></td>
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</tr>
<tr>
<td>1.</td>
<td>NTN and Registration certificate with SECP</td>
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<tr>
<td>2.</td>
<td>Punjab Sales Tax.</td>
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<tr>
<td>3.</td>
<td>Professional Tax Certificate</td>
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<tr>
<td>4.</td>
<td>Bidding Document Fee &amp; Bid Security (Original) must attach with Technical Bid/proposal</td>
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<td>6.</td>
<td>Signed &amp; stamped of all bidding documents</td>
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<tr>
<td>7.</td>
<td>Authority Letter from the Bidder Company for authorizing the relevant person to represent the company on Firm letter head.</td>
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<tr>
<td>8.</td>
<td>Affidavit on stamp/legal paper that the firm is not blacklisted or involve in any corrupt or illegal practice or banned or declared ineligible / blacklisted by any procuring agency.</td>
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<tr>
<td>9.</td>
<td>Experience of insurance services</td>
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<tr>
<td><strong>FINANCIAL PROPOSAL</strong></td>
<td></td>
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<tr>
<td>10.</td>
<td>Price Schedule</td>
<td></td>
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</tbody>
</table>