



**PUNJAB MASS TRANSIT AUTHORITY  
GOVERNMENT OF THE PUNJAB**



**BIDDING DOCUMENT  
(Single Stage Two Envelope)**



**PAINT WORKS OF CORRIDOR FENCES – LAHORE METRO  
BUS SYSTEM (SHAHDARA TO GAJJUMATA)**

**SEPTEMBER 2026**

**Tender No: PMA/LMBS/26/02**

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## Section-I: INVITATION TO BIDS

### 1.1 INVITATION TO BID

*Bid Reference No. PMA/LMBS/26/02*

#### **BIDDING DOCUMENTS FOR PAINT WORKS OF CORRIDOR FENCES – LAHORE METRO BUS SYSTEM (SHAHDARA TO GAJJUMATA)**

1. Punjab Masstransit Authority, Government of the Punjab, **invites electronic bids from eligible bidders for the above stated tender registered with Pakistan Engineering Council in at least C-4 category renewed for the year 2026-27.**

2. e-bidding Document as per regulations, containing, conditions, specifications and requirements etc. are available for the registered bidders on **Punjab e-Procurement System** at: <https://ep.punjab.gov.pk/>.

3. The electronic bids, must be submitted by using Punjab e-Procurement System on or before **09-10-2026 at 1100 Hrs**. Manual bids shall not be accepted. Electronic Bids will be opened on the same day at **1130 Hrs** in the presence of the bidder's designated representatives. The Bidding process will be conducted through NCB following the Bidding Procedures of Single Stage two envelope.

4. e-Bids will not be accepted on the after closing time. However, if any e-bid is submitted on the system after closing time due to some technical glitch in the Punjab e-Procurement System, in that case bid shall be declared late, rejected returned unopened to the Bidder.

5. As per Rule 12(2) and 12(3), this tender is being placed online at Punjab e-Procurement System, PMA's and PPRA's website, as well as being advertised in print media. The bidding document carrying all details can be downloaded from websites following websites;

<https://ep.punjab.gov.pk/>

<https://www.pma.punjab.gov.pk>

<https://www.ppra.punjab.gov.pk>

There shall be no tender fee for downloading bidding document or for submission of e-bids under the e-procurement system.

6. All interested bidders are required to register themselves by visiting the following link established by PPRA and become a register Service Provider under e-procurement system. <https://ep.punjab.gov.pk/>

7. Each bidder shall furnish a **Bid Security of PKR 01 million/- (Rupees: 1,000,000/-)** Bid Security must be submitted in favor of MASSTRANSIT AUTHORITY NON-FARE REVENUE (NFR) FUND ACCOUNT on Punjab e-Procurement System (Linked with BOP) electronically in the manner prescribed by Punjab e-Procurement System. No physical Financial Instrument will be accepted.

8. The Service Providers / Firms / Bidders must be a legally established entity in Pakistan, registered as a **Sole Proprietor (with registrar of firms/relevant local authority), a**

**Partnership Firm (registered with the Registrar of Firms), or a Company (incorporated with SECP, Federal Board of Revenue (FBR) and Punjab Revenue Authority (PRA).** The Service Providers / firms must be **active Taxpayer (ATL)** at the time of tendering.

**9.** The Bidder shall comply with all applicable Federal and Provincial taxes, duties, levies, and statutory requirements. The Bidder shall pay wages to all deployed personnel at rates not less than the minimum wages notified by the Government of Punjab, as amended from time to time. The quoted rates shall be deemed to include compliance with these requirements, and any non-compliant bid may be declared non-responsive.

| <b>Sr. No.</b> | <b>Description of services</b>                                                   | <b>Estimated Amount<br/>PKR</b> | <b>Remarks</b>                                                             |
|----------------|----------------------------------------------------------------------------------|---------------------------------|----------------------------------------------------------------------------|
| 1              | Paint Works of Corridor Fences – Lahore Metro Bus System (Shahdara to Gajjumata) | 42,465,271 /-                   | Detail of essential materials, quantities enclosed with Bidding documents. |

**DIRECTOR PROCUREMENT  
PUNJAB MASSTRANSIT AUTHORITY**

5<sup>th</sup> Floor, Arfa Software Technology Park (ASTP)  
346-B, Main Ferozepur Road, Lahore, Pakistan

## **Section-II: Instructions to Bidders (ITB)**

### **2.1. Introduction**

#### **2.1.1 Scope of Bid**

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

#### **2.1.2 Source of Funds**

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

#### **2.1.3 Eligible Bidders**

- i) The Invitation to Bids is open to all Service Providers i.e. association of firms/companies/sole proprietor/ JVs, registered with relevant Registration Authorities and Tax Departments/Authorities (Income Tax, Sales Tax & Punjab Sales Tax etc.) except as provided hereinafter.
- ii) Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring Agency to provide consultancy services for the preparation of the design, specifications, and other documents to be used for the procurement of the services to be purchased under this Invitation to Bids.
- iii) Government-owned enterprises may participate only if they are duly/legally authorized in this regard by the respective/relevant competent forum/authority.
- iv) Bidders shall not be under a declaration of blacklisting by the Procuring Agency.
- v) In the case of a joint venture, consortium, or association, all members shall be jointly and severally liable for the execution of the Contract in accordance with the terms and conditions of the Contract. The joint venture, consortium, or association shall nominate a Lead Member as nominated in the BDS, who shall have the authority to conduct all business for and on behalf of any and all the members of the joint venture, consortium, or association during the Bidding process, and in case of award of contract, during the execution of contract.
- vi) The appointment of Lead Member in the joint venture, consortium, or association shall be confirmed by submission of a valid Power of Attorney to the Procuring Agency.
- vii) Any agreement that forms a joint venture, consortium or association shall be required to be submitted as part of the Bid and shall be attested.

- viii) Any bid submitted by the joint venture, consortium or association shall indicate the part of proposed contract to be performed by each party and each party shall be evaluated or post qualified with respect to its contribution only and the responsibilities of each party and shall not be substantially altered without prior written approval of the Procuring Agency and in line with any instructions issued by the Authority.
- ix) The invitation for Bids is open to all prospective bidder/service provider subject to any provisions or licensing/regulatory requirements issued by the respective national/ provincial professional statutory body established for that particular trade or business.
- x) A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest with one or more parties in this Bidding process, if they:
  - a) Are associated or have been associated in the past, directly or indirectly with a firm or any of its affiliates which have been engaged by the Procuring Agency to provide consulting services for the preparation of the design, specifications and other documents to be used for the procurement of the services to be purchased under this Invitation for Bids.
  - b) have controlling shareholders in common; or
  - c) receive or have received any direct or indirect subsidy from any of them; or
  - d) have the same legal representative for purposes of this Bid; or
  - e) have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Procuring Agency regarding this Bidding process; or
  - f) Submit more than one Bid in this Bidding process; however, this does not limit the participation of sub-service providers in more than one Bid.
- xi) A Bidder may be ineligible if –
  - (a) the Bidder is declared bankrupt or, in the case of company or firm, insolvent;
  - (b) payments in favor of the Bidder is suspended in accordance with the judgment of a court of law other than a judgment declaring bankruptcy and resulting, in accordance with the national laws, in the total or partial loss of the right to administer and dispose of its property;
  - (c) legal proceedings are instituted against such Bidder involving an order suspending payments and which may result, in accordance with the national laws, in a declaration of bankruptcy or in any other situation

|                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|-----------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                         | <p>entailing the total or partial loss of the right to administer and dispose of the property;</p> <p>(d) the Bidder is convicted, by a final judgment, of any offence involving professional conduct;</p> <p>(e) The Bidder is debarred and blacklisted due to involvement in corrupt and fraudulent practices in accordance with the provision of section 17A of PPRA Act, 2009 and Rule-21, read with Schedule appended with, Punjab Procurement Rules, 2014.</p> <p>(f) The Bidder is debarred and blacklisted in general (i.e. to the extent of all public procurement) due to consistent performance failure in accordance with the section 17A of PPRA Act, 2009 and Rule-21, read with Schedule appended with, Punjab Procurement Rules, 2014.</p> <p>(g) The firm, Service Provider and Service Provider is blacklisted/ debarred by any international organization.</p> |
|                                         | <p>xii) Bidders shall provide to the Procuring Agency evidence of their eligibility, proof of compliance with the necessary legal requirements to carry out the contract effectively.</p> <p>xiii) Bidders shall provide such evidence of their continued eligibility satisfactory to the Procuring Agency, as the Procuring Agency shall reasonably request.</p> <p>xiv) Bidders shall submit proposals relating to the nature, conditions and modalities of sub-contracting wherever the sub-contracting of any elements of the contract amounting to more than ten percent of the Bid price is envisaged.</p>                                                                                                                                                                                                                                                                  |
| <b>2.1.4. Cost of Bidding</b>           | <p>i) The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Procuring Agency named in the Bid Data Sheet, hereinafter referred to as "the Procuring Agency," will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the Bidding process-</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>2.1.5. One person one bid</b>        | <p>i) As per Rule 36A of Punjab Procurement Rules 2014, a Bidder shall submit only one Bid in the same bidding process, either individually as a Bidder or as a member in a joint venture or any similar arrangement.</p> <p>ii) No Bidder can be a sub-Service Provider while submitting a Bid individually or as a member of a joint venture in the same Bidding process.</p> <p>iii) A Bidder, if acting in the capacity of sub-Service Provider in any Bid, shall not submit bid for the same.</p>                                                                                                                                                                                                                                                                                                                                                                            |
| <b>2.1.6. Work Plan/Deputation Plan</b> | <p>i) The Bidder shall be responsible for the provision of bids as per work plan/deputation plan formulated by the procuring agency and procuring agency may also, from time to time amend the same as per its requirement.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |

## 2.2. The Bidding Documents

### **2.2.1. Content of Bidding Documents**

- i) The services required, Bidding procedures, and contract terms are prescribed in the Bidding documents. The Bidding documents, inter alia, include:
  - (a) Invitation to Bids
  - (b) Instructions to Bidders (ITB)
  - (c) Technical Specifications
  - (d) Bid Data Sheet
  - (e) General Conditions of Contract (GCC)
  - (f) Special Conditions of Contract (SCC)
  - (g) Schedule of Requirements
  - (h) Bid Form
  - (i) Bidder Profile Form
  - (j) General Information Form
  - (k) Affidavit
  - (l) Bid Security Form
  - (m) Technical Bid Form
  - (n) Contract Form
  - (o) Financial Bid Form / Price Schedule
  - (p) Performance Guarantee Form
  - (q) Check List
- ii) The Bidder is required to examine all instructions, forms, terms, and specifications in the Bidding documents. Failure to furnish all information as required by the Bidding documents or to submit a Bid not substantially responsive to the Bidding documents in every respect will be at the Bidder's risk and may result in the rejection of its Bid.
- iii) In case of discrepancies between the Invitation to Bid and the Bidding Documents listed in **ITB 2.2.1 (i)** above, the said Bidding Documents, not in conflict with any provision of PPR-14, will take precedence.
- iv) The Procuring Agency is not responsible for the completeness of the Bidding Documents and their addenda, if they were not obtained directly from the Procuring Agency or from its website or website of PPRA. Re-confirming from the Procuring Agency that all pages/ contents have been properly and clearly received is the prime responsibility of the Bidder.

**2.2.2.  
Clarification of  
Bidding  
Documents**

- i) A prospective Bidder requiring any clarification of the Bidding documents may notify the Procuring Agency in writing or by email at the Procuring Agency's address indicated in Invitation to Bid/ Tender Notice/ Advertisement. The Procuring Agency will respond in writing to any request for clarification of the Bidding documents which it receives no later than seven (7) days prior to the deadline for the submission of Bids prescribed in the Bid Data Sheet. Written copies of the Procuring Agency's response (including an explanation of the query but without identifying) will be sent to all prospective Bidders that have received the Bidding documents.
- ii) A prospective Bidder requiring any clarification of the Bidding Documents may notify the Procuring Agency in writing or in electronic form that provides record of the content of communication at the Procuring Agency's address indicated in the **BDS**.
- iii) The Procuring Agency will within three (3) working days after receiving the request for clarification, respond in writing or in electronic form to any request for clarification provided that such request is received not later than seven (7) days prior to the deadline for the submission of Bids. As prescribed in **ITB 2.2.2 (i), above**. However, this clause shall not apply in case of alternate methods of Procurement.
- iv) Copies of the Procuring Agency's response will be forwarded to all identified Prospective Bidders through an expeditious identified source of communication, e.g.: e-mail etc., including a description of the inquiry, but without identifying its source.
- v) Should the Procuring Agency deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under **ITB 2.2.3**.
- vi) If indicated **in the BDS**, the Bidder's designated representative is invited at the Bidder's cost to attend a pre-Bid meeting at the place, date and time mentioned **in the BDS**. During this pre-Bid meeting, prospective Bidders may request clarification of the schedule of requirement, the Evaluation Criteria or any other aspects of the Bidding Documents.
- vii) Minutes of the pre-Bid meeting, if applicable, including the text of the questions asked by Bidders, including those during the meeting (without identifying the source) and the responses given, together with any responses prepared after the meeting will be transmitted promptly to all prospective Bidders who have obtained the Bidding Documents. Any modification to the Bidding Documents that may become necessary as a result of the pre-Bid

meeting shall be made by the Procuring Agency exclusively through the use of an Addendum pursuant to ITB 2.2.3. Non-attendance at the pre-Bid meeting will not be a cause for disqualification of a Bidder.

### **2.2.3. Amendment of Bidding Documents**

- i) At any time prior to the deadline for submission of Bids, but not later than three (3) days before the closing time of the submission of Bid, the Procuring Agency, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the Bidding documents by amendment. Any such change/amendment in the Bidding documents shall be provided in a timely manner, preferably through electronic means also, not later than three (3) days, and on equal opportunity basis as per Rule-25(3) of PPR-14.
- ii) All prospective Bidders that have received the Bidding documents will be notified of the amendment in writing or by email, and will be binding on them.-
- iii) Before the deadline for submission of Bids, the Procuring Agency for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder or pre-Bid meeting may modify the Bidding Documents by issuing addenda.
- iv) Any addendum issued including the notice of any extension of the deadline shall be part of the Bidding Documents and shall be communicated in writing or in any identified electronic form, e.g. email that secures record of the content of subject communication.
- v) In order to allow prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Procuring Agency, at its discretion, may extend the deadline for the submission of Bids, as per rule 29 of PPR-14, in the manner similar to the original advertisements, so as to avoid any inconvenience and to doubly ensure level playing field for all prospective bidders.

## **2.3. Preparation of Bids**

### **2.3.1. Language of Bid**

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

### **2.3.2. Bid Form**

- i) The Bidder shall complete the Bid Form and the appropriate Price Schedule (Financial Bid) furnished in the Bidding

documents, indicating the simple services/janitorial services/security services/repair and maintenance/any other services etc. etc. to be provided.

### **2.3.3. Bid Prices**

- i) The Bidder shall indicate on form 8.10 the unit prices (where applicable) and total Bid price of the services of which it proposes to provide under the contract.
- ii) Prices indicated on the Price Schedule shall be item wise.
- iii) The Bidder's separation of price components in accordance with ITB Clause 2.3.3(ii) will be solely for the purpose of facilitating the comparison of Bids by the Procuring Agency and will not in any way limit the Procuring Agency's right to contract on any of the terms offered.
- iv) Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account, unless otherwise specified in the Bid Data Sheet. A Bid submitted with an **adjustable price quotation** will be treated as non-responsive and may be rejected.

### **2.3.4. Bid Currencies**

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

### **2.3.5. Documents Establishing Bidder's Eligibility and Qualification**

- i) Pursuant to ITB Clause 2.1.3, the Bidder shall furnish, as part of its Bid, documents establishing the Bidder's eligibility to Bid and its qualifications to perform the contract if its Bid is accepted.
- ii) The documentary evidence of the Bidder's eligibility to Bid shall establish to the Procuring Agency's satisfaction that the Bidder, at the time of submission of its Bid, is eligible as defined under ITB Clause 2.1.3.
- iii) The documentary evidence, of the Bidder's qualifications to perform the contract if its Bid is accepted, shall establish to the Procuring Agency's satisfaction:
  - (a) that the Bidder has the financial, technical capability necessary to perform the contract;
  - (b) That the Bidder meets the qualification criteria listed in the Bid Data Sheet.

### **2.3.6. Bid Security**

- i) The Bidder shall furnish, as part of its Bid, a Bid security in the amount specified in the Bid Data Sheet.
- ii) The Bid security is required to protect the Procuring Agency against the risk of Bidder's conduct which would warrant the security's forfeiture Pursuant to ITB Clause 2.3.6. (vii).
- iii) The Bid security shall be in Pakistan Rupees and shall be in one of the following forms:

(a) Bank Guarantee, Bank call-deposit (CDR), Demand Draft (DD), Pay Order (PO) or Banker's cheque valid for ninety (90) Days, beyond the validity of Bid.

- iv) Any Bid not secured in accordance with ITB Clauses 2.3.7 (i) and (iii) may be rejected by the Procuring Agency as non-responsive.
- v) Unsuccessful Bidders' Bid security will be discharged or returned as promptly as possible but not later than fifteen (15) days after the expiration of the period of Bid validity prescribed by the Procuring Agency pursuant to ITB Clause 2.3.7 (iii) (a) or along with unopened financial proposal as per rule 38(2)(a)(vii) of PPR-14, which shall take precedence, and is as under:

*“38(2)(a)(vii) the financial proposal of the Bids found technically non-responsive shall be retained unopened and shall be returned on the expiry of the grievance period or the decision of the complaint, if any, filed by the non-responsive Bidder, whichever is later:*

*provided that the Procuring Agency may return the sealed financial proposal earlier if the disqualified or non-responsive Bidder, Service Provider or consultant submits an affidavit, through an authorized representative, to the effect that he is satisfied with the proceedings of the Procuring Agency”.*

- vi) The successful Bidder's Bid security will be discharged upon the Bidder signing the contract, pursuant to ITB Clause 2.6.1, and furnishing the Performance Guarantee, pursuant to ITB Clause 2.6.2.
- vii) The Bid security may be forfeited:
  - a. if a Bidder withdraws its Bid during the period of Bid validity specified by the Bidder on the Bid Form; or
  - b. in the case of a successful Bidder, if the Bidder:
    - i. fails to sign the contract in accordance with ITB Clause 2.6.3; **or**
    - ii. fails to furnish Performance Guarantee in accordance with ITB Clause 2.6.2; or
    - iii. Is blacklisted under relevant provisions of PPRA Act, 2009 and PPR-14.

### **2.3.7. Period of Validity of Bids**

- i) Bids shall remain valid for the period specified in the Bid Data Sheet after the date of Bid opening prescribed by the Procuring Agency. A Bid valid for a shorter period may be rejected by the Procuring Agency as non-responsive.
- ii) In exceptional circumstances, the Procuring Agency may solicit the Bidder's consent to an extension of the period of validity (as per rule-28 of PPR-14). The request and the responses thereto shall be made in writing (or by email). The Bid security provided under ITB Clause 2.3.7 shall also be suitably

extended. A Bidder may refuse the request without forfeiting its Bid security. A Bidder accepting the request will not be required nor permitted to modify its Bid.

### **2.3.8. Format and Signing of Bid**

- i) The Bidder shall prepare an original and the number of copies of the Bid indicated in the Bid Data Sheet, clearly marking each "ORIGINAL BID" and "COPY OF BID," as appropriate. In the event of any discrepancy between them, the original shall prevail.
- ii) The original and the copy or copies of the Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the contract. All pages of the Bid, shall be initialed by the person or persons signing the Bid.
- iii) Any interlineation, erasures, or overwriting shall be valid only if they are initialed by the person or persons signing the Bid.
- iv) The original and the copy or copies of the Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified in the **BDS** and shall be attached to the Bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Bid, shall be initialed by the person or persons signing the Bid.
- v) Any interlineations, erasures, or overwriting shall be valid only if they are signed by the person or persons signing the Bidder.
- vi) The Bidder shall furnish information as described in the Form of Bid on commissions or gratuities, if any, paid or to be paid to agents relating to this Bid and to contract execution if the Bidder is awarded the contract.

### **2.3.9. Minimum Wage rates/all applicable taxes**

- i) The Bidders must adhere to the minimum wage rate (notified by Labour & Human Resource Department) and all applicable taxes (imposed by FBR/PRA/any other government organization) while preparing financial bid.

## **2.4. Submission of Bids**

### **2.4.1 Sealing and Marking of Bids**

- i) As per Rule 24, the Bidder shall seal the original and each copy of the Bid in separate envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." The envelopes shall then be sealed in an outer envelope.
- ii) The inner and outer envelopes shall:
  - a. be addressed to the Procuring Agency at the address given in the Bid Data Sheet; and
  - b. bear the title of procurement Activity indicated in the Bid Data Sheet, the Invitation to Bids (ITB) title and number indicated in the Bid Data Sheet, and a statement: "DO NOT OPEN BEFORE..... (time and date)," *[to be completed with*

*the time and the date specified in the Bid Data Sheet, pursuant to ITB Clause 2.4.2.]*

- iii) The inner envelopes shall also indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared "late".
- iv) If the outer envelope is not sealed and marked as required by ITB Clause 2.4.1 (i), the Procuring Agency will assume no responsibility for the Bid's misplacement or premature opening.
- v) In case of Single Stage One Envelope Procedure, the Bidder shall seal the original and each copy of the Bid in separate envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." The envelopes shall then be sealed in an outer envelope securely sealed in such a manner that opening and resealing cannot be achieved undetected.  
**Note:** The envelopes shall be sealed and marked in accordance with the bidding procedure adopted as referred in Rule-38 of PPR-2014, which shall have precedence.
- vi) The inner and outer envelopes shall:
  - a) be addressed to the Procuring Agency at the address given in the **BDS**; and
  - b) bear the title of the subject procurement or Project name, as the case may be as indicated in the **BDS**, the Invitation to Bids (ITB) title and number indicated in the **BDS**, and a statement: "DO NOT OPEN BEFORE," to be completed with the time and the date specified in the **BDS**, pursuant to **ITB 2.4.2**.
- vii) In case of Single Stage Two Envelope Procedure, The Bid shall comprise two envelopes submitted simultaneously, one called the Technical Proposal and the other Financial Proposal. Both envelopes to be enclosed together in an outer single envelope called the Bid. Each Bidder shall submit his bid as under:
  - a) Bidder shall submit his **TECHNICAL PROPOSAL** and **FINANCIAL PROPOSAL** in separate inner envelopes and enclosed in a single outer envelope.
  - b) **ORIGINAL** and each copy of the Bid shall be separately sealed and put in separate envelopes and marked as such.
  - c) The envelopes containing the **ORIGINAL** and copies will be put in one sealed envelope and addressed / identified as given in **BDS**.
- viii) The inner and outer envelopes shall:
  - a) be addressed to the Procuring Agency at the address provided in the **BDS**;
  - b) bear the name and identification number of the contract as defined in the **BDS**; and provide a warning not to open before the time and date for bid opening, as specified in the **BDS**, pursuant to **ITB 2.4.2**;
  - c) In addition to the identification required in Sub- Clause (b) hereof, the inner envelope shall indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared "late" pursuant to **ITB.2.4.3**.

- ix) If all envelopes are not sealed and marked as required by **ITB 2.4.1** or incorrectly marked, the Procuring Agency will assume no responsibility for the misplacement or premature opening of Bid.
- 2.4.2 Deadline for Submission of Bids**
- i) Bids must be received by the Procuring Agency at the address specified under BDS no later than the time and date specified in the Bid Data Sheet.
  - ii) The Procuring Agency may, at its discretion and as per rule 29 of PPR-14, extend this deadline for the submission of Bids by amending the Bidding documents in accordance with ITB Clause 2.2.2 & 2.2.3 in which case all rights and obligations of the Procuring Agency and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.
  - iii) Bids shall be received by the Procuring Agency at the address specified under **BDS** no later than the date and time specified in the **BDS**.
- 2.4.3. Late Bids**
- i) Any Bid received by the Procuring Agency after the deadline for submission of Bids prescribed by the Procuring Agency pursuant to ITB Clause 2.4.2 will be rejected and returned unopened to the Bidder.
  - ii) The Procuring Agency shall not consider for evaluation any Bid that arrives after the deadline for submission of Bids.
  - iii) Any Bid received by the Procuring Agency after the deadline for submission of Bids shall be declared late, recorded, rejected and returned unopened to the Bidder.
- 2.4.4. Modification and Withdrawal of Bids**
- i) The Bidder may modify or withdraw its Bid after the Bid's submission, provided that written notice of the modification, including substitution or withdrawal of the Bids, is received by the Procuring Agency prior to the deadline prescribed for submission of Bids.
  - ii) The Bidder's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of Clause (i) A withdrawal notice may also be sent by email, but followed by a signed confirmation copy, postmarked no later than the deadline for submission of Bids.
  - iii) No Bid may be modified after the deadline for submission of Bids.
  - iv) No Bid may be withdrawn in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified by the Bidder on the Bid Form. Withdrawal of a Bid during this interval may result in the Bidder's forfeiture of its Bid security (along with other remedies available under PPR-14), pursuant to the ITB Clause 2.3.7 (vii).
  - v) A Bidder may withdraw its Bid after it has been submitted, provided that written notice of the withdrawal of the Bid, is received by the Procuring Agency prior to the deadline for submission of Bids.

- vi) Revised bid may be submitted after the withdrawal of the original bid before the deadline for submission of Bids.

## 2.5. Opening and Evaluation of Bids

### 2.5.1. Opening of Bids by the Procuring Agency

- i) The Procuring Agency will open all Bids, in public, in the presence of Bidders' or their representatives who choose to attend, and other parties with a legitimate interest in the Bid proceedings at the place, on the date and at the time, specified in the **BDS**. The Bidders' representatives present shall sign a register as proof of their attendance.
- ii) First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding bid shall not be opened, but returned to the Bidder. No bid withdrawal shall be permitted unless the corresponding Withdrawal Notice contains a valid authorization to request the withdrawal and is read out at bid opening.
- iii) Second, outer envelopes marked "SUBSTITUTION" shall be opened. The inner envelopes containing the Substitution Bid shall be exchanged for the corresponding Original Bid being substituted, which is to be returned to the Bidder unopened. No envelope shall be substituted unless the corresponding Substitution Notice contains a valid authorization to request the substitution and is read out and recorded at bid opening.
- iv) Next, outer envelopes marked "MODIFICATION" shall be opened. No Technical Proposal and/or Financial Proposal shall be modified unless the corresponding Modification Notice contains a valid authorization to request the modification and is read out and recorded at the opening of the Bids. Any Modification shall be read out along with the Original Bid except in case of Single Stage Two Envelope Procedure where only the Technical Proposal, both Original as well as Modification, are to be opened, read out, and recorded at the opening. Financial Proposal, both Original and Modification, will remain unopened till the prescribed financial bid opening date.
- v) Other envelopes holding the Bids shall be opened one at a time, in case of Single Stage One Envelope Procedure, the Bidders names, the Bid prices, the total amount of each Bid and of any alternative Bid (if alternatives have been requested or permitted), any discounts, the presence or absence of Bid Security, Bid Securing Declaration and such other details as the Procuring Agency may consider appropriate, will be announced by the Procurement Evaluation Committee.
- vi) In case of Single Stage Two Envelope Procedure, the Procuring Agency will open the Technical Proposals in public at the address, date and time specified in the **BDS** in the presence of Bidders' designated representatives who choose to attend and other parties with a legitimate interest in the Bid proceedings. The Financial Proposals will remain unopened and will be held in custody of the Procuring Agency until the specified time of their opening.

- vii) The envelopes holding the Technical Proposals shall be opened one at a time, and the following read out and recorded: (a) the name of the Bidder; (b) whether there is a modification or substitution; (c) the presence of a Bid Security, if required; and (d) Any other details as the Procuring Agency may consider appropriate.
- viii) Bids not opened and not read out at the Bid opening shall not be considered further for evaluation, irrespective of the circumstances. In particular, any discount offered by a Bidder which is not read out at Bid opening shall not be considered further.
- ix) Bidders are advised to send in a representative with the knowledge of the content of the Bid who shall verify the information read out from the submitted documents. Failure to send a representative or to point out any un-read information by the sent Bidder's representative shall indemnify the Procuring Agency against any claim or failure to read out the correct information contained in the Bidder's Bid.
- x) No Bid will be rejected at the time of Bid opening except for late Bids which will be returned unopened to the Bidder, pursuant to **2.4.3 (i)**.
- xi) The Procuring Agency shall prepare minutes of the Bid opening. The record of the Bid opening shall include, as a minimum: the name of the Bidder and whether or not there is a withdrawal, substitution or modification, the Bid price if applicable.
- xii) The Bidders' representatives who are present shall be requested to sign on the attendance sheet. The omission of a Bidder's signature on the record shall not invalidate the contents and affect the record. A copy of the record shall be distributed to all the Bidders.
- xiii) A copy of the minutes of the Bid opening shall be furnished to individual Bidders upon request.

*[if Procuring Agency opts for single stage one envelope procedure as per rule 38(1) of PPR-14, clause (vi) to (xiii) should be formulated accordingly by the procuring agency.]*

## **2.5.2. Confidentiality**

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

it should do so in writing or in electronic forms that provides record of the content of communication.

### **2.5.3. Clarification of Bids**

- i) As per rule 33(2) of PPR-14, to assist in the examination, evaluation and comparison of Bids and post-qualification of the Bidders, the Procuring Agency may, at its discretion, ask any Bidder for a clarification of its Bid including breakdown of prices. Any clarification submitted by a Bidder that is not in response to a request by the Procuring Agency shall not be considered.
- ii) The request for clarification and the response shall be in writing or in electronic forms that provide record of the content of communication. In case of Single Stage Two Envelope Procedure, no change in the prices or substance of the Bid shall be sought, offered, or permitted. Whereas in case of Single Stage One Envelope Procedure, only the correction of arithmetic errors discovered by the Procuring Agency in the evaluation of Bids should be sought in accordance with ITB Clause 2.5.6.
- iii) The alteration or modification in the Bid which in any way affect the following parameters will be considered as a change in the substance of a bid:
  - a) evaluation & qualification criteria;
  - b) required scope of services etc. and related materials.
  - c) all securities requirements;
  - d) tax requirements;
  - e) Terms and conditions of bidding documents.
  - f) change in the ranking of the Bidder
- iv) From the time of Bid opening to the time of Contract award if any Bidder wishes to contact the Procuring Agency on any matter related to the Bid it should do so in writing or in electronic forms that provide record of the content of communication.

### **2.5.4. Preliminary Examination**

- i) The Procuring Agency will examine the Bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the Bids are generally in order.
- ii) Arithmetical errors will be rectified on the following basis: -
  - a. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the Service Provider does not accept the correction of the errors, its Bid may be rejected, and its Bid security may be forfeited.
  - b. If there is a discrepancy between words and figures, the amount in words will prevail.
- iii) Prior to the detailed evaluation, the Procuring Agency will determine the substantial responsiveness of each Bid to the Bidding documents, pursuant to ITB Clause 2.5.5. For purposes of these Clauses, a substantially responsive Bid is one which conforms to all the terms and conditions of the Bidding documents without material deviations. Deviations from, or

objections or reservations to critical provisions, **such as** those concerning **Bid Security** (ITB Clause 2.3.7), **Applicable Law** (GCC Clause 30), and **Taxes and Duties** (GCC Clause 32) & mandatory Registrations/ Renewals will be deemed to be a material deviation. The Procuring Agency's determination of a Bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.

- iv) If a Bid is not substantially responsive, it will be rejected by the Procuring Agency and may not subsequently be made responsive by the Bidder by correction of the non-conformity.
- v) Prior to the detailed evaluation of Bids, the Procuring Agency will determine whether each Bid:
  - a) meets the eligibility criteria defined in **ITB 2.1.3**;
  - b) has been prepared as per the format and contents defined by the Procuring Agency in the Bidding Documents;
  - c) has been properly signed;
  - d) is accompanied by the required securities; and
  - e) Is substantially responsive to the requirements of the Bidding Documents.

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

#### **2.5.5. Examination of Terms and Conditions; Technical Evaluation**

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

#### **2.5.6. Correction of Errors**

- i) Bids determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected as follows: -
  - a) if there is a discrepancy between unit prices and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected, unless in the opinion of the Procuring Agency there is an obvious misplacement of the decimal point in the unit price, in which the total price as quoted shall govern and the unit price shall be corrected;
  - b) if there is an error in a total corresponding to the addition or subtraction of sub-totals, the sub-totals shall prevail and the total shall be corrected; and
  - c) Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.

- d) Where there is discrepancy between grand total of price schedule and amount mentioned on the Form of Bid, the amount referred in Price Schedule shall be treated as correct subject to elimination of other errors.
- ii) The amount stated in the Bid will, be adjusted by the Procuring Agency in accordance with the above procedure for the correction of errors. The concurrence of the Bidder shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, its Bid will then be rejected, and the Bid Security may be forfeited or the Bid Securing Declaration may be executed in accordance with **ITB 2.3.7**.

#### **2.5.7. Conversion to Single Currency**

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

For the purposes of comparison of bids quoted in different currencies, the price shall be converted into a single currency specified in the bidding documents. The rate of exchange shall be the selling rate, prevailing on the date of opening of bids specified in the bidding documents, as notified by the State Bank of Pakistan on that day.

#### **2.5.8. Post- qualification & Evaluation of Bids**

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

#### **2.5.9. Contacting the Procuring Agency**

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

#### **2.5.10. Grievance Redressal**

- i) As per Rule-67 of PPR-14, Procuring Agency shall constitute a Grievance Redressed Committee (GRC) comprising of odd number of persons with proper powers and authorization to

address the complaints. The GRC shall not have any of the members of the Procurement Evaluation Committee. The Committee may preferably have one subject specialist depending upon the nature of the procurement in addition to one person with legal background as per their availability to the Procuring Agency.

- ii) Any Bidder feeling aggrieved can file its written complaint against the eligibility parameters or any other terms and conditions prescribed in the Bidding documents found contrary to provision of Rule 33, and the same shall be addressed by the GRC well before the proposal submission deadline.
- iii) Any party can file its written complaint against the eligibility parameters or any other terms and conditions prescribed in the bidding documents found contrary to provision of Rule 34 and the same shall be addressed by the GRC well before the proposal submission deadline.
- iv) Any Bidder feeling aggrieved by any act of the Procuring Agency after the submission of his Bid may lodge a written complaint concerning his grievances not later than ten days after the announcement of the Final evaluation reports. In case of single stage - two envelope bidding procedure any bidder feeling aggrieved from technical evaluation may file a grievance within 5 days of announcement of the technical evaluation report. After completion of the technical evaluation process, the procuring agency shall immediately upload the technical evaluation report on the website of PPRA for obtaining/ receiving grievance petitions from the prospective bidders (if any).
- v) In case, the complaint is filed after the issuance of the final evaluation report, the complainant cannot raise any objection on technical evaluation of the report. Provided that the complainant may raise the objection on any part of the final evaluation report in case where single stage one envelop bidding procedure is adopted.
- vi) The GRC shall investigate and decide upon the complaint within fifteen days of the receipt of the complaint. Mere fact of lodging of a complaint shall not warrant suspension of the procurement process.

## **2.6. Award of Contract**

### **2.6.1. Notification of Award**

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

Agency will promptly notify each unsuccessful Bidder and will discharge its Bid security, pursuant to ITB Clause 2.3.7 (v).

**2.6.2. Performance Guarantee**

- i) Within fifteen (15) days of the receipt of notification of award from the Procuring Agency, the successful Bidder shall furnish the Performance Guarantee in accordance with the Conditions of Contract, in the Performance Guarantee Form provided in the Bidding documents, or in another form acceptable to the Procuring Agency.
- ii) Failure of the successful Bidder to comply with the requirement of ITB Clause (i) above or ITB Clause 2.6.3 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid security along with other remedies available under PPR-14. After that, the Procuring Agency may decide to award the contract to the next lowest evaluated Bidder, keeping in view the Bid validity time, or call for new Bids keeping in view the concept of value for money as defined under rule-2(ae) read with Principles of Procurement as enunciated in rule-4 of PPR-14.

**2.6.3. Signing of Contract/ Issuance of work Order**

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

**2.6.4. Award Criteria**

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

**2.6.5. Procuring Agency's Right to Vary Quantities at Time of Award**

- i) The Procuring Agency reserves the right at the time of contract award to increase or decrease the quantity of *simple services/janitorial services/security services/repair and maintenance/any other services etc.* originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions, on the analogy of rule-59 (iv) of PPR-14 (not more than 15%).

#### **2.6.6. Procuring Agency's Right to Accept or Reject All Bids**

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

#### **2.6.7. Re-Bidding**

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

#### **2.6.8. Corrupt or Fraudulent Practices**

- i) The Procuring Agency requires that Bidders, Service Providers, and Service Providers observe the highest standard of ethics during the procurement and execution of contracts.

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

*"(d) "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official, bidder or Service Provider in the procurement process or in Contract execution to the detriment of the procuring agency; or misrepresentation of facts in order to influence a procurement process or the execution of a Contract, collusive practices among bidders (prior to or after bid submission) designed to establish bid prices at artificial, noncompetitive levels and to deprive the procuring agency of the benefits of free and open competition and any request for, or solicitation of anything of value by any public official in the course of the exercise of his duty; it may include any of the following:*

- i. coercive practice by impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party;*
- ii. collusive practice by arrangement between two or more parties to the procurement process or Contract execution, designed to achieve with or without the knowledge of the procuring agency to establish prices at artificial, noncompetitive levels for any wrongful gain;*
- iii. offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain;*
- iv. any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;*
- v. obstructive practice by harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a Contract or deliberately destroying, falsifying, altering or*

*concealing of evidence material to the investigation or making false statements before investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or acts intended to materially impede the exercise of inspection and audit process.”*

**ii) Blacklisting & Debarment:**

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

**Substantial Requirements & Procedure for Blacklisting & Debarment:**

per As per S-17A of PPRA, Act, 2009:

**“17A. Blacklisting.** – (1) *A procuring agency may, for a specified period and in the prescribed manner, debar a bidder or Service Provider from participating in any public procurement process of the procuring agency, if the bidder or Service Provider indulges in corrupt practice or any other prescribed practice.*

(2) *The Managing Director may, in the prescribed manner, debar a bidder or Service Provider from participating in any public procurement process of all or some of the procuring agencies for a specified period.*

(3) *Any person, aggrieved from a decision of a procuring agency, may within prescribed period prefer a representation before the Managing Director.*

(4) *A procuring agency or any other person, aggrieved from a decision of the Managing Director, may within prescribed period prefer a representation before the Chairperson whose decision on such representation shall be final.]*

As per rule 21 of PPR-14:

**21. Blacklisting.** –(1) *A procuring agency may, for a specified period, debar a bidder or Service Provider from participating in any public procurement process of the procuring agency, if the bidder or Service Provider 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; or*

*(d) indulged in any corrupt practice.*

*(2) If a procuring agency debars a bidder or Service Provider under sub-rule (1), the procuring agency:*

*(a) shall forward the decision to the Authority for publication on the website of the Authority; and*

*(b) may request the Authority to debar the bidder or Service Provider for procurement of all procuring agencies.*

*(3) The Managing Director may debar a bidder or 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 Managing Director may determine.*

*(4) Any person aggrieved by a declaration made under rule 20 or a decision under sub-rule (1) of this rule may, within thirty days from the date of the publication of the information on the website of the Authority, file a representation before the Managing Director and the Managing Director may pass such order on the representation as he may deem fit.*

*(5) Any person or procuring agency aggrieved by an order under sub-rule (3) or (4) may, within thirty days of the order, file a representation before the Chairperson and the Chairperson may pass such order on the representation as he may deem appropriate.*

*(6) The mechanism or process for barring a bidder or Service Provider from participating in procurement process of a procuring agency, procuring agencies and a representation under this rule is specified in the Schedule appended to these rules.*

*As per Schedule appended with PPR-14:*

#### **SCHEDULE**

*see sub-rule (6) of rule 21*

#### **BLACKLISTING MECHANISM OR PROCESS**

- 1. The procuring agency may, on information received from any resource, issue show cause notice to a bidder or Service Provider.*
- 2. The show cause notice shall contain:*
  - (a) precise allegation, against the bidder or Service Provider;*
  - (b) the maximum period for which the procuring agency proposes to debar the bidder or Service Provider from participating in any public procurement of the procuring agency; and*
  - (c) the statement, if needed, about the intention of the procuring agency to make a request to the Authority for debarring the bidder or Service Provider from participating in public procurements of all the procuring agencies.*
- 3. The procuring agency shall give minimum of seven days to the bidder or Service Provider for submission of written reply of the show cause notice.*
- 4. In case, the bidder or Service Provider fails to submit written reply within the requisite time, the procuring agency may issue notice for personal hearing to the bidder or Service Provider/ authorize representative of the bidder or Service Provider and the procuring agency shall decide the matter on the basis of available record and personal hearing, if availed.*

5. *In case the bidder or Service Provider submits written reply of the show cause notice, the procuring agency may decide to file the matter or direct issuance of a notice to the bidder or Service Provider for personal hearing.*
6. *The procuring agency shall give minimum of seven days to the bidder or Service Provider for appearance before the specified officer of the procuring agency for personal hearing.*
7. *The procuring agency shall decide the matter on the basis of the available record and personal hearing of the bidder or Service Provider, if availed.*
8. *The procuring agency shall decide the matter within fifteen days from the date of personal hearing unless the personal hearing is adjourned to a next date and in such an eventuality, the period of personal hearing shall be reckoned from the last date of personal hearing.*
9. *The procuring agency shall communicate to the bidder or Service Provider the order of debarring the bidder or Service Provider from participating in any public procurement with a statement that the bidder or Service Provider may, within thirty days, prefer a representation against the order before the Managing Director of the Authority.*
10. *The procuring agency shall, as soon as possible, communicate the order of blacklisting to the Authority with the request to upload the information on its website.*
11. *If the procuring agency wants the Authority to debar the bidder or Service Provider from participating in any public procurement of all procuring agencies, the procuring agency shall specify reasons for such dispensation.*
12. *The Authority shall immediately publish the information and decision of blacklisting on its website.*
13. *In case of request of a procuring agency under para 11 or representation of any aggrieved person under rule 21, the Managing Director shall issue a notice for personal hearing to the parties and call for record of proceedings of blacklisting. The parties may file written statements and documents in support of their contentions.*
14. *In case of representation of any aggrieved person or procuring agency under rule 21, the Chairperson shall issue a notice for personal hearing to the parties and may call for the record of the proceedings. The parties may file written statements and documents in support of their contentions.*
15. *In every order of blacklisting under rule 21, the procuring agency shall record reasons of blacklisting and also reasons for short, long or medium period of blacklisting.*
16. *The Authority shall upload all the decisions under rule 21, available with it, on its website. But the name of a bidder or Service Provider shall immediately be removed from the list of blacklisted persons on expiry of period of blacklisting or order of the competent authority to that effect, whichever is earlier.*
17. *An effort shall be made for electronic communication of all the notices and other documents pursuant to this mechanism or process.”*

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

## **Section-III – Technical Specifications & Scope**

### **Note:**

The prospective bidders are urged to study the scope of services provided in Section 3.1 & BOQ/Price Table of RFP and carry site visits to actually assess resource requirements.

### **3.1 Scope of Services**

The scope of work comprises of surface preparation of iron fences, supply, and application of approved paint/coating on the corridor fencing of the Lahore Metro Bus System (LMBS). Or any other location specified by the Client.

The Contractor / Successful Bidder shall carefully inspect the existing condition of the corridor fencing and determine the extent of surface preparation with the consent of the Client before the commencement of the work. Following are main tasks are part of the scope of work:

1. The Contractor shall obtain prior approval from the Client regarding the paint quality, brand, colour, shade, primer, and coating system before application.
2. The Contractor shall submit a detailed execution plan/work schedule within three (03) days of receipt of the Letter of Award, covering the methodology, manpower, machinery, materials, and sequence of activities. The work must be completed within the 60 days from the the date of signing of the Contract.
3. The Contractor shall arrange and provide all materials, labour, tools, equipment, machinery, access arrangements, and other resources required for completion of this work.
4. All fencing surfaces shall be properly prepared by removing loose/old paint, rust, dust, dirt, oil, grease, corrosion, and other contaminants. Surface preparation may include scraping, wire brushing, grinding, and minor filling/repair, wherever required, to ensure proper adhesion of the coating.
5. The approved coating system shall comprise one (01) coat of primer followed by two (02) coats of polyurethane paint, with a total specified Dry Film Thickness (DFT) of 80 microns (02 coats × 40 microns each), or as otherwise approved by the Client.
6. The coating shall be applied uniformly over the designated fencing surfaces, including fence panels, pillars, joints, corners, welded portions, bottom portions, and other exposed metallic areas, ensuring proper coverage and a smooth, durable finish.
7. The finished coating shall be free from runs, sagging, blistering, peeling, pinholes, uneven application, and other visible defects. Any defective or non-conforming work shall be rectified by the Contractor at its own cost.

8. The quality of the paint and completed coating shall be verified through tests as directed by the Client. Testing shall be carried out through a laboratory/testing agency approved by the Client. The required tests may include, but shall not be limited to:
  - Wet Paint Tests: Viscosity Test, Adhesion Test, and Wet Film Thickness Test.
  - Dry Paint Tests: Dry Film Thickness (DFT) Test, Gloss Test, and Bend Test.
9. The Contractor shall submit the relevant test reports/certificates to the Client. Additional testing may be required where the coating quality or thickness does not meet the approved specifications.
10. All painting activities shall be carried out in a manner that does not adversely affect bus operations, pedestrian movement, station access, drainage arrangements, safety installations, or existing operational/technical equipment along the LMBS corridor.
11. The Contractor shall implement all necessary health, safety, traffic management plan, PPE and environmental precautions during execution, particularly at locations adjacent to operational roads, stations, and bus movement.
12. The work area shall be kept clean throughout the execution period. All waste paint, empty containers, removed material, debris, and other waste shall be collected and disposed of at locations designated by the Client.
13. The Contractor shall coordinate its activities with the concerned PMA representative and follow the approved work schedule and site instructions to ensure smooth and uninterrupted execution. The Contractor shall submit daily progress report of work to the Client as per the approved format.
14. The Contractor shall remain responsible for the quality and workmanship of the completed paint work and shall rectify, at its own cost, any defect attributable to improper surface preparation, material, application, or workmanship during the applicable defect liability period i.e. one year from start from the final completion certificate issued by the Client.
15. The work shall be measured and paid for based on the actual quantity of fencing satisfactorily painted and completed, as verified and certified by the authorized representative of the Client.

#### **GENERAL REQUIREMENTS.**

1. Take all necessary safety measures during repair works to prevent any accident. In case of any injury/death caused due to negligence in such measures during or after the construction, a penalty of 25% of the bid value shall be levied. In addition, the Contractor shall bear all legal claims and court

actions, if any, solely on his own. Disputes in this regard, if any, shall be dealt according to the Arbitration Act 1940.

2. Be responsible for security of material/equipment/machinery during execution of work at a particular construction site. PMA shall not be responsible for any kind of theft or damage during work execution. In such an eventuality, the damage recovery shall be on part of Contractor. All access material shall be removed from the site immediately within one day after the completion of works
3. Transport scrap if any to designated PMA store.
4. Be liable to compensate the Client for any damage caused to the property or daily operations of MBS, or for any damage caused to any other service provider that is directly attributable to the repair Works/Services or for damage caused by any employee of the Contractor or otherwise. In such case the damage cost shall be assessed by the Client and his verdict shall be final.
5. Seek appropriate approvals, schedules and permissions from the Client for working inside the corridor and stations including but not limited to carrying any work force / material /equipment / machinery.
6. Complete the works in 60 days in all respects from date of signing of the contract. Failure to comply with the aforesaid requirements shall result in imposition of liquidated damages at the rate of PKR 10,000/- per day but not exceeding no more than 10% of the invoiced value.
7. Be responsible for contract termination, barring from participation in the next tenders and forfeiture of defect liability amount in case of continuous negligence in meeting the time lines, for non-serious behavior of contractor towards work or for causing unreasonable delays. In such case PMA shall have the right to terminate the contract for default and engage another contractor for completion of works.
8. Be responsible for penalty in case of any non-compliance to the scope of work other than the liquidated damages according to following formula:-  
  
$$\text{Penalty} = \text{PKR } 5000 \times A \text{ (Where } A = 1 \text{ to } 10 \text{ depending on the sensitivity of incident as per Client's decision).}$$
9. Serve a defect liability period is one year which start from the issuance of completion certificate from the Client. 10% of the bid price shall be withheld and released after successful completion of the defect liability period. Any non-compliance observed during the defect liability period / warranty period shall be addressed immediately in accordance with the timeline mentioned in the work order from the Client. Failure to do so shall result in deduction of withheld amount according to the following rule:-

$$\text{Penalty per instance in PKR} = \text{Delay in number of days} \times 1000$$

## Section-IV - Bid Data Sheet

The following specific data for the required services shall complement, supplement, or amend under the provisions provided in the Instructions to Bidders / Service Providers (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

| <b>A. Introduction</b>                                        |                   |                                                                                                                                                                                                                                                                                                                   |
|---------------------------------------------------------------|-------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>BDS Clause Number</b>                                      | <b>ITB Number</b> | <b>Amendments of, and Supplements to, Clauses in the Instruction to Bidders / Service Providers</b>                                                                                                                                                                                                               |
| <b>1.</b>                                                     | <b>2.1.1</b>      | <b>Name of the Procuring Agency:</b><br>Punjab Masstransit Authority (PMA)                                                                                                                                                                                                                                        |
| <b>2.</b>                                                     | <b>2.1.2</b>      | <b>Financial year: 2026-27</b><br><br>Name and identification number of the Contract: Paint Works of Corridor Fences – Lahore Metro Bus System (Shahdara to Gajjumata)<br><br><b>Tender No:</b> PMA/LMBS/26/02                                                                                                    |
| <b>3.</b>                                                     | <b>2.1.3 (iv)</b> | Formation of Joint Venture is not permissible.                                                                                                                                                                                                                                                                    |
| <b>B. Bidding Documents</b>                                   |                   |                                                                                                                                                                                                                                                                                                                   |
| <b>4.</b>                                                     | <b>2.2.1</b>      | Any request for clarification regarding the Bidding Documents shall be submitted through the Punjab e-Procurement System <b>seven (07) days</b> prior to deadline for submission of bids.                                                                                                                         |
| <b>5.</b>                                                     | <b>2.2.2</b>      | Pre-bid meeting shall take place at following date, time and place:<br><b>Date:</b> October 1 <sup>st</sup> , 2026<br><b>Time:</b> 1100 Hrs.<br><b>Venue:</b> Office of Punjab Masstransit Authority 5th Floor, Arfa Software Technology Park (ASTP) 346-B, Main Ferozepur Road, Lahore.<br>Contact # 03056585378 |
| <b>6.</b>                                                     | <b>2.2.3</b>      | All the interested bidders are directed to apply through Punjab e-Procurement System online<br><a href="https://ep.punjab.gov.pk/">https://ep.punjab.gov.pk/</a><br>as per procedure laid down in the Rules/Regulations of PPRA.<br><b>Single Stage Two Envelope</b>                                              |
| <b>C. Bid Price, Currency, Language and Country of Origin</b> |                   |                                                                                                                                                                                                                                                                                                                   |

| 7.                                           | 2.3.1                                                                                                       | Language of the bid: <b>English</b><br>All correspondence exchange shall be in <b>English</b> language.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                  |  |  |      |             |        |    |                                                                                                             |  |    |                                                                                 |  |    |                                                                |  |    |                                                                                                         |  |    |                                              |  |    |                                                                                |  |    |                                                                                                      |  |    |                                                                                                |  |    |                                          |  |
|----------------------------------------------|-------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------|--|--|------|-------------|--------|----|-------------------------------------------------------------------------------------------------------------|--|----|---------------------------------------------------------------------------------|--|----|----------------------------------------------------------------|--|----|---------------------------------------------------------------------------------------------------------|--|----|----------------------------------------------|--|----|--------------------------------------------------------------------------------|--|----|------------------------------------------------------------------------------------------------------|--|----|------------------------------------------------------------------------------------------------|--|----|------------------------------------------|--|
| 8.                                           | 2.3.2                                                                                                       | Price adjustment is <b>not allowed</b> .                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                  |  |  |      |             |        |    |                                                                                                             |  |    |                                                                                 |  |    |                                                                |  |    |                                                                                                         |  |    |                                              |  |    |                                                                                |  |    |                                                                                                      |  |    |                                                                                                |  |    |                                          |  |
| 9.                                           | 2.3.3                                                                                                       | The price shall be in <b>Pak Rupees</b> .                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                  |  |  |      |             |        |    |                                                                                                             |  |    |                                                                                 |  |    |                                                                |  |    |                                                                                                         |  |    |                                              |  |    |                                                                                |  |    |                                                                                                      |  |    |                                                                                                |  |    |                                          |  |
| <b>D. Preparation and Submission of Bids</b> |                                                                                                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                  |  |  |      |             |        |    |                                                                                                             |  |    |                                                                                 |  |    |                                                                |  |    |                                                                                                         |  |    |                                              |  |    |                                                                                |  |    |                                                                                                      |  |    |                                                                                                |  |    |                                          |  |
| 10.                                          |                                                                                                             | <p><b>Knockout criteria/Mandatory Requirements:</b><br/>To be declared the Lowest Evaluated Bidder, the bidder must:</p> <ol style="list-style-type: none"> <li>1. Fulfill all the Mandatory Requirements;</li> <li>2. Pass the Evaluation Criteria; and</li> <li>3. Offer the Lowest Financial Rates.</li> </ol> <p>The bidder has to fulfil all Mandatory Requirements (Table 01) &amp; Evaluation Criteria (Table 02) detailed below, in order to Technically Qualify and considered for Financial Bid opening.</p> <p>The bidder is required to provide documentary evidence for each mandatory requirement as part of their submission:</p> <table border="1"> <thead> <tr> <th colspan="3">Table 01: Mandatory Requirements</th></tr> <tr> <th>Sr.#</th><th>Description</th><th>Yes/No</th></tr> </thead> <tbody> <tr> <td>1.</td><td>Legal Status of the bidder(s) (Signed &amp; stamped) i.e., Must be registered as Sole Proprietor/AOP/SECP firm.</td><td></td></tr> <tr> <td>2.</td><td>Registration of the Bidder with PEC in at least C4 category with relevant codes</td><td></td></tr> <tr> <td>3.</td><td>Copy of Valid Income Tax Registration (NTN) with active status</td><td></td></tr> <tr> <td>4.</td><td>Copy of Valid General Sales Tax/Punjab Sales Tax (GST/PST) [Whichever is applicable] with active status</td><td></td></tr> <tr> <td>5.</td><td>Bid Security on Punjab e-Procurement System.</td><td></td></tr> <tr> <td>6.</td><td>Affidavit (Signed &amp; stamped) <b>[Form 8.6]</b> on E-stamp paper of PKR. 300/-.</td><td></td></tr> <tr> <td>7.</td><td>Attached fully complied &amp; verified audited financial Statements and Tax Returns of last three years.</td><td></td></tr> <tr> <td>8.</td><td>Submission of official bank account statements covering the last three (03) consecutive years.</td><td></td></tr> <tr> <td>9.</td><td>Joint Venture: Joint Venture Not Allowed</td><td></td></tr> </tbody> </table> | Table 01: Mandatory Requirements |  |  | Sr.# | Description | Yes/No | 1. | Legal Status of the bidder(s) (Signed & stamped) i.e., Must be registered as Sole Proprietor/AOP/SECP firm. |  | 2. | Registration of the Bidder with PEC in at least C4 category with relevant codes |  | 3. | Copy of Valid Income Tax Registration (NTN) with active status |  | 4. | Copy of Valid General Sales Tax/Punjab Sales Tax (GST/PST) [Whichever is applicable] with active status |  | 5. | Bid Security on Punjab e-Procurement System. |  | 6. | Affidavit (Signed & stamped) <b>[Form 8.6]</b> on E-stamp paper of PKR. 300/-. |  | 7. | Attached fully complied & verified audited financial Statements and Tax Returns of last three years. |  | 8. | Submission of official bank account statements covering the last three (03) consecutive years. |  | 9. | Joint Venture: Joint Venture Not Allowed |  |
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| Sr.#                                         | Description                                                                                                 | Yes/No                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                  |  |  |      |             |        |    |                                                                                                             |  |    |                                                                                 |  |    |                                                                |  |    |                                                                                                         |  |    |                                              |  |    |                                                                                |  |    |                                                                                                      |  |    |                                                                                                |  |    |                                          |  |
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| 2.                                           | Registration of the Bidder with PEC in at least C4 category with relevant codes                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                  |  |  |      |             |        |    |                                                                                                             |  |    |                                                                                 |  |    |                                                                |  |    |                                                                                                         |  |    |                                              |  |    |                                                                                |  |    |                                                                                                      |  |    |                                                                                                |  |    |                                          |  |
| 3.                                           | Copy of Valid Income Tax Registration (NTN) with active status                                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                  |  |  |      |             |        |    |                                                                                                             |  |    |                                                                                 |  |    |                                                                |  |    |                                                                                                         |  |    |                                              |  |    |                                                                                |  |    |                                                                                                      |  |    |                                                                                                |  |    |                                          |  |
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| 5.                                           | Bid Security on Punjab e-Procurement System.                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                  |  |  |      |             |        |    |                                                                                                             |  |    |                                                                                 |  |    |                                                                |  |    |                                                                                                         |  |    |                                              |  |    |                                                                                |  |    |                                                                                                      |  |    |                                                                                                |  |    |                                          |  |
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| 7.                                           | Attached fully complied & verified audited financial Statements and Tax Returns of last three years.        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                  |  |  |      |             |        |    |                                                                                                             |  |    |                                                                                 |  |    |                                                                |  |    |                                                                                                         |  |    |                                              |  |    |                                                                                |  |    |                                                                                                      |  |    |                                                                                                |  |    |                                          |  |
| 8.                                           | Submission of official bank account statements covering the last three (03) consecutive years.              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                  |  |  |      |             |        |    |                                                                                                             |  |    |                                                                                 |  |    |                                                                |  |    |                                                                                                         |  |    |                                              |  |    |                                                                                |  |    |                                                                                                      |  |    |                                                                                                |  |    |                                          |  |
| 9.                                           | Joint Venture: Joint Venture Not Allowed                                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                  |  |  |      |             |        |    |                                                                                                             |  |    |                                                                                 |  |    |                                                                |  |    |                                                                                                         |  |    |                                              |  |    |                                                                                |  |    |                                                                                                      |  |    |                                                                                                |  |    |                                          |  |

**Note:** The bidder will not be evaluated further, if could not qualify the mandatory requirements.

| Table 02: Evaluation Criteria |                                                                                                             |            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                                                                                                                                                                                              |
|-------------------------------|-------------------------------------------------------------------------------------------------------------|------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Sr. no.                       | Description                                                                                                 | Max Points | Details of points                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | Evidence Required                                                                                                                                                                                                                                                                                                                                                                                            |
| <b>A</b>                      | <b>ORGANIZATIONAL PROFILE</b>                                                                               |            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                                                                                                                                                                                              |
| 1                             | Years of operations (From registration with SECP/PEC)                                                       | 10         | <ul style="list-style-type: none"> <li>One (01) mark for each year of experience</li> <li>Maximum marks may be awarded, if the firm has 10 years or more experience. (No Marks shall be awarded if firm has less than 5 years of experience)</li> </ul>                                                                                                                                                                                                                                                                                        | <ul style="list-style-type: none"> <li>SECP/AOP/Sole Proprietorship registration certificate and completion certificates or any kind of proof of years of experience.</li> </ul>                                                                                                                                                                                                                             |
|                               | <b>Sub-total</b>                                                                                            | <b>10</b>  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>B</b>                      | <b>EXPERIENCE RECORD</b>                                                                                    |            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                                                                                                                                                                                              |
| 1                             | Total worth of the projects in PKR millions, of similar nature i.e. Paint Works, completed in last 05 Years | 15         | <ul style="list-style-type: none"> <li>Each project equal to or greater than PKR 40 million: 10 Points</li> <li>Each project equal to or greater than PKR 25 million and less than PKR 40 million: 05 Points</li> <li>Maximum points will be awarded if the firm has two (02) or more projects in the PKR 40 million category.</li> <li>Maximum points will be awarded if the firm has three (03) or more projects in the PKR 25 million to less than PKR 40 million category.</li> <li>Projects less than PKR 25 million: 0 Points</li> </ul> | <ul style="list-style-type: none"> <li>Form 8.4 part (b) mentioning each Project details to establish total worth of the project. Use additional forms in case projects are more than 1.</li> <li>Completion Certificate of projects must be attached issued by executing agency, provided, in case of failure to comply with foregoing condition project shall not be considered for evaluation.</li> </ul> |

|          |                                                                           |           |                                                                                                                                                                                          |                                                                                                                                                                                                                                                                                                                                                                          |
|----------|---------------------------------------------------------------------------|-----------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 2        | General Work Experience                                                   | 15        | <ul style="list-style-type: none"> <li>• Three 03 marks for each project/ assignment</li> <li>• Maximum marks may be awarded, if the firm has 5 projects/assignments or more.</li> </ul> | <ul style="list-style-type: none"> <li>• Form 8.4 part (b) mentioning each Project details. Use additional forms in case projects are more than 1.</li> <li>• Completion Certificate of projects must be attached issued by executing agency, provided, in case of failure to comply with foregoing condition project shall not be considered for evaluation.</li> </ul> |
|          | <b>Sub-total:</b>                                                         | <b>30</b> |                                                                                                                                                                                          |                                                                                                                                                                                                                                                                                                                                                                          |
| <b>C</b> | <b>PERSONNEL CAPABILITIES</b>                                             |           |                                                                                                                                                                                          |                                                                                                                                                                                                                                                                                                                                                                          |
| 1        | Number of Graduate Civil Engineers                                        | 10        | <ul style="list-style-type: none"> <li>• Two or more Engineers: 10 Points</li> <li>• Less than 2: 0 Points</li> </ul>                                                                    | <ul style="list-style-type: none"> <li>• Form 8.4 part (c) mentioning each Engineer details. Use additional forms if required.</li> <li>• Valid PEC registration of each Engineer.</li> <li>• Appointment Letter from the firm against each Engineer.</li> <li>• Firm shall provide proof that Engineer is working with firm on e-Stamp paper worth PKR 300/-</li> </ul> |
| 2        | Years of relevant experience of Graduate Civil Engineers                  | 4         | <ul style="list-style-type: none"> <li>• More than 5 Years: 4 Points</li> <li>• Less than 5 years: 0 Points</li> </ul>                                                                   | <ul style="list-style-type: none"> <li>• Detail CV of each Engineer showing qualification and complete experience.</li> </ul>                                                                                                                                                                                                                                            |
| 3        | Number of Diploma holders (DAE / B. Tech) Civil in Employment of the Firm | 8         | <ul style="list-style-type: none"> <li>• 4 or more Civil Diploma Holders: 8 Points (Each Person 2 Points)</li> <li>• Less than 2: 0 Points</li> </ul>                                    | <ul style="list-style-type: none"> <li>• Form 8.4 part (c) mentioning each Diploma Holder details. Use additional forms if required.</li> <li>• Appointment Letter from the firm against each Diploma holder.</li> <li>• Firm shall provide proof that Diploma Holder is working with firm on e-Stamp</li> </ul>                                                         |

|          |                                                                       |            |                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                                                                                                    |
|----------|-----------------------------------------------------------------------|------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|          |                                                                       |            |                                                                                                                                                                                                                                                                                                                                                                                     | paper worth PKR 300/-                                                                                                                                                                                                                                              |
| 4        | Years of relevant experience of Diploma holder (DAE / B. Tech) Civil. | 3          | <ul style="list-style-type: none"> <li>• Three or more years: 3 Points</li> <li>• Less than three years: 0 Points</li> </ul>                                                                                                                                                                                                                                                        | <ul style="list-style-type: none"> <li>• Detail CV of each Diploma holder showing qualification and complete experience.</li> <li>• Firm shall provide proof that Diploma Holder is working with firm on e-Stamp paper worth PKR 300/-</li> </ul>                  |
|          | <b>Sub-total:</b>                                                     | <b>25</b>  |                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                                                                                                    |
| <b>D</b> | <b>FINANCIAL SOUNDNESS</b>                                            |            |                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                                                                                                    |
| 1        | Average Annual Turnover in millions for last 3 years                  | 25         | <ul style="list-style-type: none"> <li>• Greater than PKR 40 million= 25 Points</li> <li>• More than PKR 35 Million and less than PKR 40 million= 20 Points</li> <li>• More than PKR 30 million and less than or equal to PKR 35 million= 15 Points</li> <li>• Equal to PKR 25 million and up to PKR 30 million= 10 Points</li> <li>• Less than PKR 25 million= 0 Points</li> </ul> | <p>Copy of Tax Returns and Audited Financial Statements for the last three years. The financial statements must include: -</p> <ol style="list-style-type: none"> <li>1. Income Statement</li> <li>2. Balance Sheet</li> <li>3. Statement of Cash Flows</li> </ol> |
|          | <b>Sub-Total</b>                                                      | <b>25</b>  |                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                                                                                                    |
| <b>E</b> | <b>EQUIPMENT</b>                                                      |            |                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                                                                                                    |
| 1        | Ladders/Scaffolding                                                   | 10         | 02 Marks for each equipment will be awarded.                                                                                                                                                                                                                                                                                                                                        | Firm will provide valid proof, Book of Registration /or rent agreement, in case of failure no mark will be given.                                                                                                                                                  |
| 2        | Air Compressor (for spray painting equipment)                         |            |                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                                                                                                    |
| 3        | PPEs (Helmet, Safety Shoes, Gloves)                                   |            |                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                                                                                                    |
| 4        | Paint Buckets / Trays (for holding and applying paint)                |            |                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                                                                                                    |
| 5        | Paint Mixing Machine / Drill Mixer                                    |            |                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                                                                                                    |
|          | <b>Sub-Total</b>                                                      | <b>10</b>  |                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                                                                                                    |
|          | <b>Total</b>                                                          | <b>100</b> |                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                                                                                                    |

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Note:</b> <ul style="list-style-type: none"> <li>The bidder must obtain minimum <b>50% score</b> in each of the above criterion and minimum <b>65 out of 100 marks</b> cumulatively, in order to technically qualify for the tender.</li> <li>Bidder must provide all the required documents as evidence against each evaluation criteria</li> <li>Failure to meet at least one of the above requirements and not providing the necessary supporting documents may result in disqualification from the bidding process. Ensure that all documentation is accurate, complete, and submitted before the deadline.</li> </ul> |              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>11.</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | <b>2.4.1</b> | All the interested bidders are directed to apply through Punjab e-Procurement System online<br><a href="https://ep.punjab.gov.pk/">https://ep.punjab.gov.pk/</a><br>as per procedure laid down in the Rules/Regulations of PPRA.                                                                                                                                                                                                                                                                                                                                                              |
| <b>12.</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | <b>2.4.2</b> | Deadline for Submission of bid not later than:<br><b>Date:</b> 09 <sup>th</sup> October 2026<br><b>Time:</b> 1100 Hrs.<br><i>However, in case of said bid opening/ closing date, the office is closed due to public holiday etc. the next working day shall be considered as the bid opening date and there would be no change in the time as provided above.</i>                                                                                                                                                                                                                             |
| <b>13.</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | <b>2.4.3</b> | <b>Time, Date, and Place for Bid Opening:</b><br><b>Date:</b> 09 <sup>th</sup> October 2026<br><b>Time:</b> 1130 Hrs.<br><b>Place:</b> PMA Office.                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <b>14.</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | <b>2.4.4</b> | <b>Amount of Performance Guarantee: 10%</b> of the Awarded Contract Value.<br><br>Performance Guarantee must be submitted in favor of <b>“MASSTRANSIT AUTHORITY NON-FARE REVENUE (NFR) FUND ACCOUNT”</b> on Punjab e-Procurement System (Linked with BOP) electronically in the manner prescribed by Punjab e-Procurement System. No physical financial instrument will be accepted.                                                                                                                                                                                                          |
| <b>15.</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | <b>2.4.5</b> | <b>Amount of Bid Security:</b> Bid Security is <b>PKR 1,000,000/-</b> .<br><br><b>Estimated Cost: PKR 42,465,271 /-</b> [inclusive of all Taxes and duties levied by Government except Sales tax on Services which shall be added by the Procuring Agency over and above the offered amount]<br><br>Bid Security must be submitted in favor of <b>“MASSTRANSIT AUTHORITY NON-FARE REVENUE (NFR) FUND ACCOUNT”</b> on Punjab e-Procurement System (Linked with BOP) electronically in the manner prescribed by Punjab e-Procurement System. No physical financial instrument will be accepted. |
| <b>16.</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | <b>2.4.6</b> | Bid validity period after opening of the Bid is: <b>180 Days</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |

| <b>E. Opening and Evaluation of Bids</b> |              |                                                                                                                                                                                                                                                                                                    |
|------------------------------------------|--------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>17.</b>                               | <b>2.5.1</b> | The Bid Opening shall take place at:<br>Punjab e-Procurement System online<br><a href="https://ep.punjab.gov.pk/">https://ep.punjab.gov.pk/</a><br>as per procedure laid down in the Rules/Regulations of PPRA.                                                                                    |
| <b>18.</b>                               | <b>2.5.2</b> | The currency that shall be used for Bid evaluation and comparison purposes to convert all Bid prices expressed in various currencies is: Pak Rupees                                                                                                                                                |
| <b>19.</b>                               | <b>2.5.3</b> | The duration of the Contract shall be two (02) months from the Commencement Date, within which period all works shall be fully executed and completed. Following the issuance of the Completion Certificate, the works shall be subject to a Defects Liability Period (DLP) of twelve (12) months. |
| <b>20.</b>                               | <b>2.5.4</b> | <b>Payment Mechanism:</b> Payment shall be made against invoice and satisfactory note issued by PMA/Authorized representative of PMA.                                                                                                                                                              |

**Note:**

1. The submission of a bid, along with the bidding documents, shall be considered as the bidder's agreement to all terms and conditions outlined in the bidding document.
2. Original CNIC, in case the owner of the firm/company and the valid authorization letter & CNIC from the Bidders / Service Providers to its representative is required in order to attend the pre-bid or bid opening meeting on Bidders / Service Providers / behalf.
3. Supporting Evidence shall be provided for each criterion (where applicable/ required)
4. PMA has right to delete / add / review / any terms and condition or item / quantity or scope of work at its own level at any time in accordance with applicable laws and call/require the sample(s) offered by the Bidders / Service Providers(s) for its inspection and confirmation at any time.

## **Section-V: General Conditions of Contract**

### **1. Definitions**

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

(a) "The Contract" means the agreement entered into between the Procuring Agency 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.

(b) "The Contract Price" means the price payable to the Service Provider under the Contract for the full and proper performance of its contractual obligations.

(c) "The Goods" means all of the equipment, machinery, and/or other materials which the Service Provider is required to supply to the Procuring Agency under the Contract.

(d) "The Services" means those services {detail to be provided by the Procuring Agency as per its requirements} and other such obligations of the Service Provider covered under the Contract.

(e) "GCC" means the General Conditions of Contract contained in this section.

(f) "SCC" means the Special Conditions of Contract.

(g) "The Procuring Agency" means the organization purchasing the Services, as named in SCC.

(h) "The Procuring Agency's country" is the country named in SCC.

(i) "The Service Provider" means the Bidder or firm supplying the Services under this Contract.

(j) "The Project Site," where applicable, means the place or places named in SCC.

(k) "Day" means calendar day.

### **2. Application**

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

of the Contract.

**3. Country of Origin**  
*[where applicable]*

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

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

**4. Standards**

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

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

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

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

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

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

**6. Performance Guarantee**

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

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

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

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

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

6.4. The performance guarantee will be discharged by the Procuring Agency 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.

## **7. Incidental Services & Material**

7.1. The Service Provider may be required to provide any of the incidental material if any, specified in SCC:

## **8. Payment**

8.1. The method and conditions of payment to be made to the Service Provider under this Contract shall be specified in SCC.

8.2. The Service Provider's request(s) for payment shall be made to the Procuring Agency in writing, accompanied by an invoice describing, as appropriate, the] Services performed, and by documents submitted pursuant to GCC Clause 10, and upon fulfillment of other obligations stipulated in the Contract.

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

8.4. The currency of payment is PKR.

## **9. Prices**

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

## **10. Change Orders**

10.1. The Procuring Agency may at any time, by a written order given to the Service Provider pursuant to GCC Clause 23, make changes within the general scope of the Contract, only if required for the successful completion of the job.

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

## **11. Contract Amendments**

11.1. Subject to GCC Clause 10, no variation in or modification of the terms of the Contract shall be made except by the mutual consent through written amendment signed by the parties

## **12. Assignment**

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

## **13. Sub-Contracts**

13.1. The Service Provider shall notify the Procuring Agency in the Bid of all subcontracts to be assigned under this Contract. Such notification, in the original Bid or later, shall not relieve the Service Provider from any liability or obligation under the Contract.

13.2. Subcontracts must comply with the provisions of GCC Clause 12.

## **14. Delays in the Service Provider's Performance**

14.1. Performance of Services shall be made by the Service Provider in accordance with the time schedule of Requirements/ /Work Plan/ Deputation Plan prescribed by the Procuring Agency in the Schedule of Requirements.

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

14.3. Except as provided under GCC Clause 17, a delay by the Service Provider in the performance of its delivery obligations shall render the Service Provider liable to the

imposition

of

liquidated damages pursuant to GCC Clause 15, unless an extension of time is agreed upon pursuant to GCC Clause 14.2 without the imposition of liquidated damages.

## **15. Liquidated Damages**

15.1. Subject to GCC Clause 9, if the Service Provider fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Procuring Agency shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in SCC. Once the maximum is reached, the Procuring Agency may consider termination of the Contract pursuant to GCC Clause 16 along with other remedies available under PPR-14.

## **16. Termination for Default**

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

- (a) if the Service Provider fails to deliver any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring Agency pursuant to GCC Clause 14;
- (b) if the Service Provider fails to perform any other obligation(s) under the Contract; or
- (b) if the Service Provider, in the judgment of the Procuring Agency has engaged in corrupt practices in competing for or in executing the Contract. For the purpose of this clause, corrupt practices will be defined as per Section-2 (d) of The PPRA Act, 2009.

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

(d) “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official, Bidders or Service Provider 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 / Service Providers (prior to or after bid submission) designed to establish bid prices at artificial, noncompetitive levels and to deprive the procuring agency of the benefits of free and open competition and any request for, or solicitation of anything

of value by any public official in the Course of the exercise of his duty; it may include any of the following:

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

16.2. In the event the Procuring Agency terminates the Contract in whole or in part, pursuant to GCC Clause 16.1 or any other clause, the Procuring Agency may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Service Provider shall be liable to the Procuring Agency for any excess costs for such similar Goods or Services. However, the Service Provider shall continue performance of the Contract to the extent not terminated.

## **17. Force Majeure**

17.1. Notwithstanding the provisions of GCC Clauses 14, 15, and 16, the Service Provider shall not be liable for forfeiture of its Performance Guarantee, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

17.2. 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 Procuring Agency in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes. Both, the Procuring Agency and the Service Provider, may agree to exclude certain widespread conditions e.g.: epidemics, pandemics, quarantine restrictions etc. from the purview of “Force Majeure”.

17.3. If a Force Majeure situation arises, the Service Provider shall promptly notify the Procuring Agency in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring Agency in writing, the Service Provider shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. Any difference of opinion concerning “Force Majeure” may be decided through means given herein below.

**18. Termination  
for Insolvency**

18.1. The Procuring Agency 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 Provider, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Procuring Agency.

**19. Termination  
for  
Convenience**

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

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

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

## **20. Resolution of Disputes**

20.1. After signing the contract or issuance of purchase order, The Procuring Agency 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.

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

## **21. Governing Language**

21.1. The Contract shall be written in the language specified in SCC. Subject to GCC Clause 30, the version of the Contract written in the specified language shall govern its interpretation. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.

## **22. Applicable Law**

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

## **23. Notices**

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

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

## **24. Taxes and Duties**

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

## **25. Extension in Contract period [where applicable]**

25.1 Initially the contract will be for a period of .....-year approximately. However, the same may be extended by the competent authority, on the satisfactory performance by the Service Provider for further, on the same rate & TORs. Extension in the contact agreement shall be the discretion

of the procuring agency and the Service Provider has no right to claim further extension as a matter of right in the contract.

## **26. Defect Liability and Rectification of Works**

The Service Provider guarantees that all materials and workmanship for the paint works shall be free from defects and comply strictly with the Technical Specifications.

The Service Provider shall, at its own cost, repair, re-execute, or remedy any paint defects that arise during the Defect Liability Period (DLP) specified in the SCC.

Notice of defects shall be given in writing. If the Service Provider fails to rectify the defect within the period specified in the notice, the Employer may perform the remedial work directly or via a third party, deducting all associated costs from the Service Provider's Retention Money

## Section-VI. Special Conditions of Contract

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract. The corresponding clause number of the GCC is indicated in parentheses.

### 1. Definitions (GCC Clause 1)

GCC 1.1 (g)—The Procuring Agency is: Punjab Masstransit Authority represented by.....

GCC 1.1 (i)—The Service Provider is:

### 2. Country's Origin (GCC Clause 3)

GCC 3.1—The Procuring Agency's Country is: Pakistan.

### 3. Performance Guarantee (GCC Clause 6)

Amount of Performance Guarantee, shall be: **10%** of Accepted Contract Price for the period of Contract, which shall be valid **thirty (30) days** beyond the expiry of the Contract i.e Completion of Defect liability Period. This Guarantee must be provided in the form and procedure established in Punjab e-Procurement System in collaboration with Bank of Punjab. The successful Bidder must provide the guarantee to PMA within **Seven (07) days** following the issuance of the Letter of Acceptance (LOA).

### 4. Payment (GCC Clause 8)

The text of GCC Clause 8 is deleted and substituted by the following:

The procedure for payments to Service Provider shall be as under:

- i) The Service Provider shall submit Application for Payment (Invoice) to the Procuring Agency after completion of work item wise (minimum **25%** of total bid price) and verification from the Procuring Agency, in the prescribed form and on the quoted rates in the bid. The Application for Payment shall be accompanied by such invoices, receipts or other documentary evidence (if any) and as the Procuring Agency may require; state the amount claimed; and set forth in detail, in the order of the Price Schedule with particulars of the items purchased and services provided during the execution of work.
- ii) The Procuring Agency shall issue a Certificate of Payment, in the prescribed form, with a copy to the Service Provider, verifying the amount due, within **seven (07) working days** of receipt of an Application for Payment. The Procuring Agency may withhold a Certificate of Payment on account of defects/shortcomings in the Application for Payment or services provided.
- iii) The Procuring Agency shall pay the amount verified in the Certificate of Payment within **twenty-one (21) working days** inclusive of seven (07) days of issuance of Certificate of Payment after the deduction of applicable taxes. Payment shall not

be made in advance. The Procuring Agency shall make payment for the actual works done duly verified by the Procuring Agency, to the Service Provider, as per terms of the Contract, in Pak Rupees, through crossed cheque.

- iv) The Service Provider shall submit Application for Payment (Invoice) to the Procuring Agency after completion of work item wise (**minimum 25%** of total bid price) and verification from the Procuring Agency, in the prescribed form and on the quoted rates in the bid. The Application for Payment shall be accompanied by such invoices, receipts or other documentary evidence (if any) and as the Procuring Agency may require; state the amount claimed; and set forth in detail, in the order of the Price Schedule with particulars of the items purchased and services provided during the execution of work.
- v) The Price specified in the price schedule is all-inclusive amount charged to PMA. The Service Provider shall be responsible for the payment of all taxes, duties, revised taxes/ duties/ levies etc. assessed on it in connection with this Contract.
- vi) PMA shall have the right, without prejudice to any other remedies, to suspend, withhold, or defer payment of all or any portion of any invoice if the services are deemed unsatisfactory, until such services are fully performed and accepted by the Procuring Agency.
- vii) Payments shall only be processed after verification and validation of the claimed services and supporting documentation by PMA's authorized representative(s) or/and an independent Third Party. Any discrepancies or incomplete documentation may result in withholding or adjustment of payment until resolution.

#### **4.1 Retention Money**

- i) From each invoice submitted by the Service Provider, the Procuring Agency shall retain, 5% as Retention Money.
- ii) The total accumulated Retention Money shall not exceed 10% of the total Accepted Contract Amount.
- iii) The total accumulated Retention Money shall be released to the Service Provider in two equal instalments as follows:
  - **First Half (50%):** Released within thirty (30) days following the issuance of the Completion Certificate.
  - **Second Half (50%):** Released within thirty (30) days following the issuance of the Defects Liability Certificate

#### **5. Prices (GCC Clause 9)**

Price adjustment is not allowed.

#### **6. Liquidated Damages (GCC Clause 15)**

GCC 15.1—Applicable rate:

Maximum shall not exceed ten (10) percent of the Contract Price after that Procuring Agency may proceed for the termination of contract along-with other remedies available

under the Contract.

## **7. Resolution of Disputes (GCC Clause 20)**

### **Dispute Resolution:**

- i) If any dispute of any kind whatsoever shall arise between the Authority and the Service Provider in connection with or arising out of the Contract, including without prejudice to the generality of foregoing, any question regarding its existence, validity, termination and the execution of the Project etc. – whether during developing phase or after their completion and whether before or after the termination, abandonment or breach of the Contract – the parties shall seek to resolve any such dispute or difference by mutual diligent negotiations in good faith within 14 (fourteen) days following a notice sent by one Party to the other Party in this regard.
- ii) In case of failure of negotiation, the dispute may be resolved through mediation and mediator shall be appointed with the mutual consent of the both parties.
- iii) In case of failure of mediation to resolve the dispute relating to this Contract, the dispute shall finally be resolved through Arbitration by sole arbitrator in accordance with this Contract and the Arbitration Act, 1940. The arbitrator shall be appointed by mutual consent of the both parties. The Arbitration shall take place in Lahore, Pakistan and proceedings will be conducted in English language.
- iv) The cost of the mediation and arbitration shall be shared by the parties in equal proportion. Both parties shall bear their own costs and lawyer's fees regarding their own participation in the mediation and arbitration. However, the Arbitrator may make an award of costs upon the conclusion of the arbitration making any party to the dispute liable to pay the costs of another party to the dispute.
- v) Arbitration proceedings as mentioned in the above clause regarding resolution of disputes may be commenced prior to, during or after completion of the Contract.
- vi) Notwithstanding any reference to the arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree.

### **Arbitrator's fee:**

The fee shall be specified in **Pak Rupees** as agreed by both parties.

## **8. Governing Language (GCC Clause 21)**

GCC 21.1—The Governing Language shall be: **English**

## **9. Applicable Law (GCC Clause 22)**

GCC 22.1- The Contract shall be executed in accordance with the laws applicable in the jurisdiction of the province of Punjab.

## 10. Notices (GCC Clause 23)

The addresses for notice purposes are:

Procuring Agency:

PMA Authorized Representative Address.....with Email

Service Provider:

Service Provider Authorized Representative Address.....with Email

The following is added as a new Sub-Clause 23.3 to the General Conditions:

- If the Service Provider intends to claim any extension of time, additional payment, or relief under this Contract, the Service Provider shall issue a formal notice to the Procuring Agency describing the event or circumstance giving rise to the claim.
- The notice shall be delivered as soon as practicable, and in any event no later than **twenty-eight (28) days** after the Service Provider became aware, or reasonably should have become aware, of the event or circumstance.
- Failure by the Service Provider to provide the required notice within the strict **twenty-eight (28) day** time-bar period shall result in the absolute forfeiture of any entitlement to the claim, time extension, or relief.

## 11. Extension in Contract period (GCC Clause 25)

- i) **Commencement Date:** The Service Provider shall mobilize and commence the services under this Contract with effect from [Insert Exact Date, e.g., .....] (hereinafter referred to as the "Commencement Date"), following the issuance of the Notice to Proceed or Letter of Acceptance by the Procuring Agency.
- ii) The total Contract period shall comprise a work execution duration of two (02) months starting from the Commencement Date, followed by a twelve (12) month Defects Liability Period commencing upon the issuance of the Completion Certificate. However, the Procuring Agency may, at its sole discretion, extend the Contract period where circumstances arising during the execution of the Contract so warrant, provided that such circumstances are timely notified by the Service Provider in writing. Any request for extension shall be considered on a case-by-case basis, and the grant of any extension shall be subject to the approval of the Procuring Agency. The Service Provider shall have no right or entitlement to claim any extension of the Contract as a matter of right.

## 12. Defect Liability and Rectification of Works (GCC Clause 26)

The Defect Liability Period (DLP) shall be 12 Months, commencing from the date of issuance of the Completion Certificate by the Employer.

## **Section-VII. Schedule of Requirements**

### **Schedule of Requirements Work Plan/ Deputation Plan**

#### **1. Schedule of Requirements (Deliverables & Timelines)**

- i. The Service Provider/Successful Bidder shall be responsible for carrying out paint works of Lahore Metrobus System (LMBS) infrastructure as per the defined scope of works and best industry practices, including execution of all items specified in the Bill of Quantities (BOQ), within the stipulated timelines and contract period.
- ii. Within **five (05) days** of signing of the Contract, the Service Provider shall, in consultation with the Employer, prepare and submit a detailed Execution Plan identifying the sequence of activities, work locations, and those activities that may be carried out during operational hours and those that must be undertaken during non-operational hours to ensure safe and uninterrupted Metrobus services.
- iii. Commence paint works within **seven (07) days** from date of signing of Contract. Failure to comply with the aforesaid requirements shall result in imposition of liquidity damages at rate of PKR 10,000 per day but not exceeded more than 10% of the Contract value.
- iv. The Service Provider shall organize, schedule, and sequence the Works, and deploy sufficient manpower, equipment, and resources to complete all Paint Works in a safe, secure and efficient manner within the Contract Duration.
- v. The Service Provider shall submit a weekly and monthly progress report to the Employer in the agreed format, indicating the planned and actual progress of the Works, completed activities, pending works, and the work plan for the following week.

#### **2. Comprehensive Work Plan & Execution Methodology**

##### **Phase 1: Mobilization & Administrative Setup (Days 01 – 15)**

- **Performance Security & Permits:** Submit 10% Performance Guarantee. Obtain NOCs/Permits from Local Government, LDA, Police and other relevant Local Government departments wherever required to perform the activities.
- **Security Clearances:** Submit list of all personnel (CNICs, designations) and vehicles registration details to PMA for issuing Corridor/Station access passes.

##### **Phase 2: Execution of Services**

- The Service Provider/Successful Bidder shall be bound to perform the required services during both operational and non-operational hours, as directed by the Procuring Agency. In the event that the Procuring Agency is unable to hand over any part of the required site to the Service Provider during operational hours due to operational requirements or other constraints, the Service Provider shall execute the relevant services during non-operational hours, as directed by the Procuring Agency, without any additional cost or claim on this account.

## A. Organizational Hierarchy & Role Matrix

| Post                            | Education                           | Nos         | Experience                                                        | Role Matrix                                                                                                                                                                                                                                                                                                                                                                                                   |
|---------------------------------|-------------------------------------|-------------|-------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Field Engineer /Liaison Officer | DAE in Civil Engineering Technology | 01          | At least 05 years' experience in civil works & quantity surveying | The Field Engineer shall lead and supervise the field team and shall maintain close liaison with the PMA field team. The Field Engineer shall also be responsible for execution of Paint works, conducting field verifications and inspection of the works on the prescribed format and facilitate the PMA Field Team in carrying out inspections, site verification, and measurement of the completed works. |
| Painters                        | Skilled Painters                    | As per need | At least with minimum relevant experience of 02 years.            | Painters will perform the paint Works as per the outlined procedure and specification.                                                                                                                                                                                                                                                                                                                        |
| Helpers                         | Skilled/ Unskilled                  | As per need | Should have relevant experience                                   | Will help the painters to do paint works                                                                                                                                                                                                                                                                                                                                                                      |

## B. Territorial Deployment & Shift Schedule

The Service Provider shall be responsible for deploying sufficient and competent staff at the site to execute the works and ensure their completion within the stipulated timeframe of the Contract.

## 3. Minimum Tool & Equipment Allocation Schedule

Each maintenance section must maintain full-time availability of essential safety and operational gear.

| Equipment / Tool Description | Specification Details                        | Min. Quantity Required  | Availability Protocol  |
|------------------------------|----------------------------------------------|-------------------------|------------------------|
| <b>Safety PPE Kits</b>       | Safety Helmets, Shoes, Gloves, Work Uniforms | Subject Site deployment | Mandatory at all times |

#### 4. Minimum inventory/Tools

With regard to the minimum inventory/tools required to perform the scope of services in this document, the Service Provider shall be solely responsible for arranging, providing, and maintaining, at its own cost, all tools, equipment, machinery, instruments, consumables, safety equipment and other resources necessary for the proper, timely, and satisfactory safe execution of the Services under this Contract, including all Price Table Works. The Service Provider shall ensure that such tools and equipment are readily available at the site whenever required and shall not be entitled to any additional payment or compensation on account of their provision, mobilization, operation, maintenance, or replacement.

#### 5. Standard Monetary Deductions for Default/Non-Performance of Services

(i) Penalties shall be levied solely due to inadequate maintenance/negligence/fault on part of the service provider.

(ii) Resolution time of a paint work fault/discrepancy is defined as time between intimation of fault by PMA to the Service Provider and the Service Provider's confirmation of resolution of fault to PMA. This process will be documented in the log register.

(iii) The monthly accumulated penalty against each category of the Penalty Table shall not exceed 10% of the invoiced amount.

| Sr. No. | Fault Categories                                                                             | Fine at the end of Month (PKR)                                                                                                                                                                                                                      |
|---------|----------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1       | Carrying-out paint works without seeking any permission from PMA                             | 1,000/- Per Instance                                                                                                                                                                                                                                |
| 2       | Damage to PMA Property solely on part of the Service Provider.                               | 10,000/-<br>(To be replaced / repaired by Service Provider as per original specifications and timelines issued by PMA. Delay in timelines will be subjected to additional penalties from PKR 1000/- to 20,000/- as per Procuring Agency's decision) |
| 3       | Falsification of Facts and Information or breach of confidentiality of information/documents | 5,000/- per instance                                                                                                                                                                                                                                |

|   |                                                                                                                                                                                                                                                                             |                                                                                              |
|---|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------|
| 4 | Any act, omission, or instance that is non-conforming with the Authority's rules, scope of work, applicable regulations, contractual requirements, safety of infrastructure, bus operations, passengers or road users, security protocols, or any instruction issued by PMA | <p>5,000/ x A - per instance/day</p> <p>(Where A = 1 to 10 depending on the Sensitivity)</p> |
|---|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------|

## 6. Field Verification Proforma Sample for Service Provider

The following proforma for field verification shall be duly verified by the relevant PMA representatives and submitted along with the respective invoice as supporting documentation.



### PUNJAB MASSTRANSIT AUTHORITY (PMA)



No. \_\_\_\_\_

Dated: \_\_\_\_\_

#### FIELD VERIFICATION COMPLIANCE REPORT

1. Contract Name/Work title \_\_\_\_\_
2. Work Order No./Requisition No \_\_\_\_\_
3. Contractor/Service Provider Name \_\_\_\_\_
4. System Name \_\_\_\_\_
5. Location of Work \_\_\_\_\_

**Note:** *This field verification is only to the extent of quantitative measurements and qualitative assessment of the works executed on the site.*

| Sr No. | Item Description                | Unit | Verified Quantity | Quality of work as per Specifications (YES/NO) | Remarks (If any) |
|--------|---------------------------------|------|-------------------|------------------------------------------------|------------------|
|        |                                 |      |                   |                                                |                  |
|        |                                 |      |                   |                                                |                  |
|        | <i>Add rows where necessary</i> |      |                   |                                                |                  |

6. Pictorial evidences of work Before and After (Required: To be Attached as Annex-A)
7. Test reports (Where applicable: To be Attached as Annex-B)
8. Details of measurement sheets (Where applicable: To be Attached as Annex-C)

#### Contractor Representative

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

Designation: \_\_\_\_\_

Sign & Stamp: \_\_\_\_\_

#### Client/ PMA Representative Verified by

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

Designation: \_\_\_\_\_

Sign & Stamp: \_\_\_\_\_

Assistant Director

Deputy Director (if any)

Director Operation (Technical)

PMA Office, 5<sup>th</sup> Floor, Arfa Software Technology Park (ASTP), 346-B, Ferozpur Road, Lahore.  
Landline: + 92 42 9902 8000, Fax: + 92 42 9923 2541

## Section-VIII

### 8.1 Technical Proposal Submission Form

{Location, Date}

To: [Name and address of Procuring Agency]

Dear Sirs:

We, the undersigned, offer to provide the services for {Insert title of assignment} in accordance with your Request for Proposal dated {Insert Date} and our Proposal. *[Select appropriate wording depending on the selection method stated in the RFP]* We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal sealed in a separate envelope

{  
We hereby declare that:

(a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Procuring Agency.

(b) Our Proposal shall be valid and remain binding upon **for a period of 180 days from the date fixed for Bid opening**

(c) In competing for and, if the award is made to us, in executing the Contract, we undertake to observe the laws against fraud and corruption, including bribery, in force in the Province of the Procuring Agency.

(d) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.

We undertake, if our Proposal is accepted and the Contract is signed, to initiate the Services related to the assignment no later than the date indicated in letter of award

We understand that the Procuring Agency is not bound to accept any Proposal that the Procuring Agency receives.

We remain,

Yours sincerely,

Authorized Signature {In full and initials}: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Service Provider {Company's name or JV's/ Consortium name}: \_\_\_\_\_

In the capacity of: \_\_\_\_\_

Address: \_\_\_\_\_

Contact information {phone and e-mail}: \_\_\_\_\_

## 8.2 Undertaking

I \_\_\_\_\_ S/O \_\_\_\_\_ CNIC # \_\_\_\_\_ resident  
of \_\_\_\_\_ on behalf of (Name of Bidders / Service  
Providers/Service Provider/JV/Consortium) address \_\_\_\_\_

Being its \_\_\_\_\_ (designation) declares solemnly on oath that all the  
information/ documents deposited/ attached with the bidding documents are true and  
genuine.

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

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

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

Notarized this \_\_\_\_\_ day of 20\_\_\_\_\_

Signature: \_\_\_\_\_ Stamp: \_\_\_\_\_

**Note:** Need to be (filled) signed & stamped.

### 8.3 Bidder's JV Members Information Form Not Applicable

*{To be reproduced and signed & stamped by the lead partner and all JV members on their letter Pad, to be attached with Technical Bid in addition to the JV agreement}*

{The Service Provider shall fill in this Form in accordance with the instructions indicated below. The following table shall be filled in for the Service Provider and for each member of a Joint Venture}.

Date: [insert date (as day, month and year) of Bid submission] RFB No.: [insert number of RFB process]

Alternative No.: [insert identification No if this is a Bid for an alternative]

Page \_\_\_\_\_ of \_\_\_\_\_ pages

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1. Bidders / Service Providers Name: [insert Bidders / Service Providers's legal name]                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| 2. Bidders / Service Providers Member's name: [insert JV's Member legal name]                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| 3. Bidders / Service Providers JV Member's country of registration: [insert JV's Member country of registration]                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| 4. Bidders / Service Providers JV Member's year of registration: [insert JV's Member year of registration]                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| 5. Bidders / Service Providers JV Member's legal address in country of registration: [insert JV's Member legal address in country of registration]                                                                                                                                                                                                                                                                                                                                                                                                                       |
| 6. Bidders / Service Providers JV Member's authorized representative information<br>Name: [insert name of JV's Member authorized representative]<br>Address: [insert address of JV's Member authorized representative]<br>Telephone/Fax numbers: [insert telephone/fax numbers of JV's Member authorized representative]<br>Email Address: [insert email address of JV's Member authorized representative]                                                                                                                                                               |
| 7. Attached are copies of original documents of [check the box(es) of the attached original documents]<br><input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with ITB 4.4.<br><input type="checkbox"/> In case of a state-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and that they are not under the supervision of the Service Provider. |
| 8. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |

#### 8.4 Bidders Profile Form

Need to be (filled) signed & stamped.

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

**a) Audited Financial Statement Attachment (Last 3 years)**

|                                                                                                     |  |
|-----------------------------------------------------------------------------------------------------|--|
| <b>Information from Balance Sheet: for the last Fiscal Year</b>                                     |  |
| (1) Total Assets                                                                                    |  |
| (2) Current Assets                                                                                  |  |
| (3) Total Liabilities                                                                               |  |
| (4) Current Liabilities                                                                             |  |
| <b>Information from Income Statement: Total Revenue for last three (03) applicable Fiscal Years</b> |  |
| (5) First Year                                                                                      |  |
| (6) Second Year                                                                                     |  |
| (7) Third Year                                                                                      |  |
| Current Ratio (2) / (4)                                                                             |  |
| Debt Ratio (3) / (1)                                                                                |  |
| Average Annual Turnover [(5) + (6) + (7)] / 3                                                       |  |

**b) Details of Experience**

Bidder has to fill this form for each project completed and in hand as required in Technical Evaluation Criteria

|   |                                                                                                                                                                              |
|---|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1 | Name of Contract                                                                                                                                                             |
| 2 | Name of Employer                                                                                                                                                             |
| 3 | Employer Address<br>.....                                                                                                                                                    |
| 4 | Nature of works and special features relevant to the contract<br>.....<br>.....                                                                                              |
| 5 | Contract Role (Tick One)<br><br>(a) Lead Firm          (b) Partner in a Joint Venture                                                                                        |
| 6 | Total value/ amount of the contract price at completion, or at date of award for current contract.....<br><br>Relevant Firm value/amount of share in the Contract price..... |
| 7 | Date of Award                                                                                                                                                                |
| 8 | Date of Completion                                                                                                                                                           |
| 9 | Contract Duration (Years and Months)<br>____ Years ____ Months                                                                                                               |

### c) Human Resource Details

Bidder has to fill this form for each staff claimed as required in Technical Evaluation Criteria

|                               |           |                                                                                    |                                                                                                                  |
|-------------------------------|-----------|------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------|
| <b>Position</b>               |           |                                                                                    | <b>Candidate</b> [Tick appropriate one]<br><br><input type="checkbox"/> Prime <input type="checkbox"/> Alternate |
| Candidate Information         |           | 1. Name of Candidate                                                               | 2. Date of Birth                                                                                                 |
|                               |           | 3. Professional Qualification & Registration Details                               | 4. Mobile No.                                                                                                    |
| <b>Month/<br/>Dates/Years</b> |           | <b>Company / Project / Position / Relevant technical and management experience</b> |                                                                                                                  |
| <b>From</b>                   | <b>To</b> |                                                                                    |                                                                                                                  |
|                               |           |                                                                                    |                                                                                                                  |
|                               |           |                                                                                    |                                                                                                                  |
|                               |           |                                                                                    |                                                                                                                  |

## 8.5 General Information Form

Need to be (filled) signed & stamped.

|                         | Particulars                              |                                  |                                           |  |
|-------------------------|------------------------------------------|----------------------------------|-------------------------------------------|--|
| <b>Company Name</b>     |                                          |                                  |                                           |  |
| <b>Abbreviated Name</b> |                                          |                                  |                                           |  |
| <b>Business Type</b>    | <input type="checkbox"/> Sole Proprietor | <input type="checkbox"/> Company | <input type="checkbox"/> Partnership Firm |  |
| <b>National Tax No.</b> |                                          |                                  | Sales Tax<br>Registration No              |  |
|                         |                                          |                                  |                                           |  |
| <b>PRA Tax No.</b>      |                                          |                                  |                                           |  |
| <b>No. of Employees</b> |                                          |                                  | Company's Date of<br>Formation            |  |
|                         |                                          |                                  |                                           |  |
|                         |                                          |                                  |                                           |  |

|                          |  |                        |  |
|--------------------------|--|------------------------|--|
| <b>Registered Office</b> |  | <b>State/Province</b>  |  |
| <b>Address</b>           |  |                        |  |
|                          |  |                        |  |
| <b>City/Town</b>         |  | <b>Postal Code</b>     |  |
|                          |  |                        |  |
| <b>Phone</b>             |  | <b>Fax</b>             |  |
|                          |  |                        |  |
| <b>Email Address</b>     |  | <b>Website Address</b> |  |
|                          |  |                        |  |

## 8.6 Affidavit

*[To be printed on **PKR. 300 Stamp Paper**, duly attested by oath commissioner. To be attached with Technical Bid]*

Name: (Bidder)

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

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

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

- (i) The firm is neither currently blacklisted by any Department nor any litigation is pending before PPRA/Competent Authority/Procuring Agency or any other court of law competence in this regard against any such blacklisting order.
- (ii) The documents/photocopies provided with Bid are authentic. In case, any fake/bogus document was found at any stage, the firm shall be blacklisted as per Law/ Rules.
- (iii) Affidavit for correctness of information.
- (iv) The Bidders / Service Providers/firm has never been punished by any Procuring Agency/PPRA/ Court on the ground of non-fulfilment of the contract/ obligations or its bid security/ performance guarantee has been forfeited or LD imposition and in case of any punishment undersigned has already stated in my bid specifically where required.
- (v) The Bidders meets the Eligibility Criteria clause 2.1.3- Eligible Bidders / Service Providers of the bidding document.

[Name of the Service Provider/ Bidders / Service Providers/ Service Provider] undertakes to treat all information provided as confidential.

Signed by an authorized Officer of the company

Title of Officer: \_\_\_\_\_

Name of Company: \_\_\_\_\_ Date: \_\_\_\_\_

## 8.7 Performance Guarantee Form [Sample]

[Procuring Agency Address]

WHEREAS [name of Service Provider] (hereinafter called "the Service Provider") has undertaken, in pursuance of Contract No. [Reference number of the contract] dated 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]

## 8.8 Financial Proposal Submission Form

{Location, Date}

To: {Name and address of Procuring Agency}

Dear Sirs:

We, the undersigned, offer to provide the services for {Insert title of assignment} in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal.

Our attached Financial Proposal is for the amount of {Indicate the corresponding to the amount(s) currency (ies)} {Insert amount(s) in words and figures}, "including" inclusive of all Taxes and duties levied by Government on goods and Services except PRA i.e PST which shall be added by the Procuring Agency over and above the offered amount, as applicable/required under the relevant Tax Laws, to arrive at the Contract Price. Accordingly, the Contract Price shall be subject to adjustments for change in rate of Sales Tax on Services as and when applicable.

Our Financial Proposal shall be valid and remain binding upon us, subject to the modifications resulting from Contract negotiations, for a period of **180 days** from the date fixed for Technical Bid opening

Commissions and gratuities paid or to be paid by us to an agent or any third party relating to preparation or submission of this Proposal and Contract execution, paid if we are awarded the Contract, are listed below:

| Name and Address<br>of Agents | Amount and<br>Currency or Gratuity | Purpose of Commission |
|-------------------------------|------------------------------------|-----------------------|
| _____                         | _____                              | _____                 |
| _____                         | _____                              | _____                 |

{If no payments are made or promised, add the following statement: "No commissions or gratuities have been or are to be paid by us to agents or any third party relating to this Proposal and Contract execution."}

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature {In full and initials}: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

In the capacity of: \_\_\_\_\_

Address: \_\_\_\_\_

E-mail: \_\_\_\_\_

{For a Joint Venture/ Consortium, either all members shall sign or only the lead member/Consultant, in which case the power of attorney to sign on behalf of all members shall be attached}

## 8.9 Contract Form [Sample]

THIS AGREEMENT made on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ between **Punjab Masstransit Authority** (hereinafter called “the Procuring Agency”) on the one part and [name of Service Provider] of [city and country of Service Provider] (hereinafter called “the Service Provider”) on the other part:

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:

- (a) the Bid Form and the Price Schedule submitted by the Bidders / Service Providers;
- (b) the Schedule of Requirements;
- (c) the Technical Specifications & Scope of Services;
- (d) the General Conditions of Contract;
- (e) the Special Conditions of Contract; and
- (f) the Procuring Agency’s Notification of Award.
- (g) Contract agreement
- (h) Complete Bidding document
- (i) The clarifications provided to the Service Providers

3. In consideration of the payments to be made by the Procuring Agency to the Service Provider as hereinafter mentioned, the Service Provider hereby covenants with the Procuring Agency to provide the goods and services and to rectify defects therein in conformity with all respects in accordance with the provisions of the Contract.

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

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

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the Procuring Agency)

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the Service Provider)

### 8.10 Financial Bid Form/Price Schedule

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

| Sr No.   | ITEMS DESCRIPTIONS                                                                                                                                                                                                                                                          | UNIT | QUANTITY | GOODS/MATERIAL | SERVICES | TOTAL     | AMOUNT (PKR) |
|----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|----------|----------------|----------|-----------|--------------|
|          |                                                                                                                                                                                                                                                                             |      | (A)      | (B)            | (C)      | D = B + C | E= A x D     |
| <b>1</b> | <b>PAINT WORK</b>                                                                                                                                                                                                                                                           |      |          |                |          |           |              |
| 1.1      | Scraping, brushing and removing old paint from metal surface.                                                                                                                                                                                                               | SQM  | 32,042   |                |          |           |              |
| 1.2      | Preparing surface and painting with Glossy high chemical resistant/hardwearing two coat of Polyurethane paint (EpoxyPaint) by sprayer/Brush i/c the cost of Primer coat, all material and labour complete in all respects as approved and directed by the Engineer Incharge | SQM  | 32,042   |                |          |           |              |

#### Note:

- Lowest Evaluated Bid Price shall be considered to Financially Evaluate the bid.
- The bidder shall be declared Lowest Evaluated Bidder if it qualified technically as per 'Table 01 (Mandatory Requirements) & Table 02 (Evaluation Criteria)' and lowest financially subject to fulfilment of all other terms & conditions.
- In case of difference between unit price and total price, unit price shall prevail and total price shall be "final". (Please refer ITB

clause 2.5.6).

4. In case of difference between amount in “words” and amount in “figures”, amount in “words” shall be considered final.
5. The Bidders/Service Provider is required to complete the price schedule carefully and in case of any discrepancy or multiple prices, the bid shall not be considered.
6. Alternative or other than this Performa or incomplete Performa shall not be acceptable.
7. In case of abnormal bid, PMA may demand additional performance guarantee/undertaking for completion of work.
8. Procuring Agency/PMA has the right to change in the quantities of the required item or cancel the bid at any point of time
9. The Payment shall be made as per actual services and after the issuance of satisfactory delivery note/certificate from the concerned officer of PMA.
10. No cutting or overwriting is allowed. Any cutting, overwriting, or incomplete informatory request will lead to rejection of this bid/offer (financial).

Date

Signature of authorized person

Name:

(Company Seal)

In the capacity of

Duly authority by

## 8.11 Bid Security Form

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

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

THE CONDITIONS of this obligation are:

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

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

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

*[Signature of the bank]*

## 8.12 Integrity Pact (Rs. 300 Stamp Paper)

### DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC. PAYABLE BY THE SUPPLIERS OF GOODS, SERVICES & WORKS IN CONTRACTS

Contract No. \_\_\_\_\_ Dated \_\_\_\_\_ Contract Value: \_\_\_\_\_  
Contract Title: \_\_\_\_\_

..... [name of Operator] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Pakistan or any administrative subdivision or agency thereof or any other entity owned or controlled by Government through any corrupt business practice.

Without limiting the generality of the foregoing, [name of Operator] represents and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from Government, except that which has been expressly declared pursuant hereto.

[Name of Operator] certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with Government and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

[Name of Operator] accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other rights and remedies available to Government under any law, contract or other instrument, be voidable at the option of Government.

Notwithstanding any rights and remedies exercised by Government in this regard, [name of Operator] agrees to indemnify Government for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to Government in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by [name of Operator] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from Government.

Name of Procuring Agency: ..... Name of Operator: ..... Signature: .....  
..... Signature: .....  
[Seal] [Seal]

## Section IX- Check List

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

**Note: Write “Not Applicable” (N/A) where it does not apply**

| Sr. #                               | Detail                                                                                                                                                                                                          | Responsive | Non-responsive |
|-------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|----------------|
| 1                                   | Must be registered as Sole Proprietor/AOP/SECP firm                                                                                                                                                             |            |                |
| 2                                   | Registration of the Bidder with PEC in at least C4 category with relevant codes                                                                                                                                 |            |                |
| 3                                   | Active Registration with Income Tax Authorities (National Tax Number NTN) i.e FBR                                                                                                                               |            |                |
| 4                                   | Copy of active Registration with Sales Tax Authorities (STRN) i.e PRA                                                                                                                                           |            |                |
| 5                                   | Bid Security: of the required amount on Punjab e-Procurement System (Linked With BOP) electronically in the manner prescribed by Punjab e-Procurement System. No Physical Financial Instrument will be accepted |            |                |
| 6                                   | Fill <b>Form 8.1</b> , Technical Proposal Submission Form (Signed & Stamped)                                                                                                                                    |            |                |
| 7                                   | Fill <b>Form 8.2</b> , Undertaking (Signed & Stamped)                                                                                                                                                           |            |                |
| 8                                   | Fill <b>Form 8.3</b> , Bidder's JV Members Information Form (Not Applicable)                                                                                                                                    |            |                |
| 9                                   | Fill <b>Form 8.4</b> , Bidder Profile Form with<br>8.4 (a) Audit Statements<br>8.4 (b) Detail of Experiences<br>8.4 (C) Human Resource Detail                                                                   |            |                |
| 10                                  | Fill <b>Form 8.5</b> , General Information Form (Signed & Stamped)                                                                                                                                              |            |                |
| 11                                  | Affidavit (as per <b>Form 8.6</b> ) on non-judicial E-Stamp Paper of Rs. 300/- (Signed & Stamped)                                                                                                               |            |                |
| 12                                  | Integrity Pact (as per <b>form 8.12</b> ) on non-judicial Stamp Paper of Rs. 300/-                                                                                                                              |            |                |
| <b>FINANCIAL PROPOSAL CHECKLIST</b> |                                                                                                                                                                                                                 |            |                |
| 1                                   | Fill <b>Form 8.8</b> Financial Proposal Submission Form (Signed & Stamped)                                                                                                                                      |            |                |
| 2                                   | Fill <b>Form 8.10</b> Financial Bid Form/Price Schedule (Signed & Stamped)                                                                                                                                      |            |                |

**Note:**

- This Checklist is made only for the use of Bidders to check/ confirm its/ their documents attachment, which is not the part of the bidding documents. In case of any conflict between checklist and bidding documents the words or figures/ statement given in bidding documents shall prevail.

- The submission of a bid, along with the bidding documents, shall be considered as the bidder's agreement to all terms and conditions outlined in the bidding document.

**Stamp & Signature of Bidders** \_\_\_\_\_