



## TENDER TERMS & CONDITION

P&S-F-03-12

Date: 16/03/2021

Rev No. 0

Page 1 of 4

### **TAXATION:**

- i. Vendors are required to clearly read & understand tax clauses enforced by Govt of Pakistan / Provincial Revenue Board and quote accordingly. In case of any tax exemption / exception claimed by the bidder, the bidder has to provide documentary evidence (through Message board in SAP Ariba) i.e.
  - a) Relevant Govt SRO.
  - b) Undertaking or Affidavit stating exemption / exception of taxes.
- ii. The documentary proof will be treated as a part of bidding document and in case of non-provision of the above documents by the bidder; the tax may be adjusted from the quoted amount.
- iii. PSO invites bids inclusive of all taxes. In case any bidder quotes otherwise (i.e. exclusive of taxes) then the bid shall be considered non-responsive and maybe considered to be rejected.
- iv. Notwithstanding anything else contained herein, all rates quoted by the bidder shall be deemed to be all inclusive including but not limited to being inclusive of all taxes, levies, duties, transportation costs, license fees etc.
- v. Along with a final all-inclusive price, the bidder shall provide a breakdown of its quoted rates showing clearly, amongst other price components, the amount and name of the tax and/or taxes in the quoted rates.
- vi. Bids shall be commercially evaluated without applicable taxes (SS/PST/GST), whereby corresponding net amount (exclusive of taxes) quoted for works, goods and services will only be considered for commercial evaluation purpose and determined for the lowest responsive bidder accordingly. However, any change in SST/PST/GST after award of contractor during the course of execution of contract whether increased or decreased in % value of tax provided in relevant SRO shall be applicable accordingly and incorporated in change order.
- vii. The bidder shall be solely responsible for the taxes that may be levied on the bidder's person(s) or on earning of any of his engaged workers and shall hold the PSO indemnified and harmless against any claims that may be made against the PSO. PSO does not take any responsibility whatsoever regarding taxes under Income Tax Act or any other applicability of taxes, levies imposed by Federal / Provincial / Local Govt on the bidder or his staff if it is obligatory under the provisions of the Tax Act. Deduction of Income Tax and all other taxes as mentioned above at source shall be made by the PSO.

### **GENERAL CONDITIONS:**

- 01- Rates must be quoted against line item mentioned in RFP.
- 02- As the quantities may vary (increase or decrease according to the job requirements), therefore, payment will be made as per actual quantity of supplied/work done. part payment on part delivery is permissible.
- 03- Submission of bid security (Mandatory Requirement) in shape of Pay Order, Demand Draft, CDR, Bankers Cheque, Cashier's Cheque or Bank Guarantee (payment instrument issued by any scheduled bank in Pakistan, signed by two signatories of bank which is irrevocable in nature against which funds are blocked by bank) needs to be drop in Tender Box at PSO House before the time of bid opening.  
-- Bid Security in shape of Bank Guarantee is also allowed on following terms;
  - a. Bid security with an unconditional and irrevocable Bank Guarantee from a first-class schedule Bank operating in Pakistan.
  - b. Those who wish to furnish Bank Guarantee obtain format through SAP Ariba Message Board.
  - c. Bid security in shape of Bank Guarantee shall be subjected to Bank verification, where applicable for lowest responsive bidder and other bidders.
- In case of fake guarantee, bidder shall be liable for all applicable penalties including blacklisting. Bank guarantees can be submitted against the bids of adequate value on conditions mentioned above, if acceptable. Further all costs and risks, if any, associated with bank guarantee shall remain liability of the bidder in all respects.
- 04- Standard bid validity is 120 include days effective date of bid opening. However, PSO may seek further extension due to any reason whatsoever.
- 05- Most advantageous bidder shall be eligible for the award of contract, who conform technical specifications, evaluation criteria, terms & conditions of the contract and commercially lowest as well including but not limited to the consideration mention under the heading evaluation of bids (b).
- 06- Terms and Conditions PUR-03 (P) are attached, which constitute part of this bid enquiry.
- 07- The materials / equipment of restricted origin cannot be quoted as per the policy of Government of Pakistan.



## TENDER TERMS & CONDITION

P&S-F-03-12

Date: 16/03/2021

Rev No. 0

Page 2 of 4

08- The bidder is essentially required to provide the correct and latest postal, email, web address, phone / mobile / fax numbers at the time of submitting of tender documents for effective and timely communication during the procurement process.

09- PSO may ask for any further information and details at any time during evaluation period if required. PSO may reject all bid (s) according to PPRA Rule 33.

10- As sufficient time is allowed for bid submission according to PPRA rules, therefore bidders are requested to submit their bids accordingly and should not urge for extension.

11- All queries for the subject tender (if any) should be posted on and at least 05 working days prior to bid opening date through SAP Ariba message board.

12- This tender is for one-time procurement of the Captioned Goods/Services/Work only, which does not qualify for any other jobs in PSO.

13- PSO may reduce /increase/modify quantities after bid opening as deem necessary according to specific requirements or due to budgetary constraints.

14- Total quoted amount of bid is subjected to price recapitulation for corrected value for award of contract.

15- Quality is the prime concern of PSO, no compromise shall be made in this regard. Only first-class quality material, workmanship and supervision will be utilized by the contractor which shall strictly conform to the PO specification.

16- The work will only be accepted after inspection of the Engineer Incharge.

17- Contractor should strictly follow the safety and security rules of PSO. Contractor to follow Company's rules and procedures as well as HSE guidelines and safety procedures. Contractor will provide and ensure usage of PPEs i.e. Safety Shoes, Gloves, Helmets, Goggles, Safety Harness, Safety Belts etc. during execution of work. HSE Manual & Instructions are provided for information & compliance.

18- All service, tools (non-ferrous if required), first aid box, ladder, materials and transportation required for execution of work to be arranged and provided by contractor.

19- PSO may take action that may include but not limited to restriction on participation in the procurement process, cancelation of Work Order/Service Order/Purchase Order or Letter of Intent or forfeiture of the bid security/performance guarantee/security against the bidder/supplier/contractor on the following grounds:

- a. Unsatisfactory general conduct;
- b. Misrepresentation of facts in bid documents;
- c. Refusal to replace defective material.
- d. Failure to meet delivery schedule without giving any satisfactory justification resulting in loss to the Company or having adverse effect on operations of the Company;
- e. Violating the terms and conditions of the Purchase/service Order;
- f. Refusal or deny accepting WO/SO/PO/LOI issued by the Company.

20- PSO also reserves the right to initiate the process of blacklisting (permanent or temporary) against the bidder/supplier/contractor if found to be indulged in corrupt or fraudulent practices or on consistent failure to provide satisfactory performance.

In case of Blacklisting (permanent or temporary) in accordance with Rule 19 of the Public Procurement Rules, 2004, such action shall be posted on PSO's website and also communicated to the Public Procurement Regulatory Authority. The bidder/supplier/contractor shall not be eligible for contracts/participating in PSO's procurement proceedings in accordance with the Order passed in pursuance of the matter.

21- PSO reserve the right that at any stage of the procurement proceedings, having credible reasons for or prima facie evidence of any defect in supplier's or contractor's capacities, may require the suppliers or contractors to provide information concerning their professional, technical, financial, legal or managerial competence in that event contractor shall be not be considered further for procurement proceedings.

22- PSO shall disqualify a supplier or contractor if it finds, at any time, that the information submitted by him concerning his qualification as supplier or contractor was false and materially inaccurate or incomplete.

23- If any SAP Ariba issue arises at the time of bid opening, then the bid shall be opened within next 48 hours.



## TENDER TERMS & CONDITION

P&S-F-03-12

Date: 16/03/2021

Rev No. 0

Page 3 of 4

24- Bidder to attach scan copy of said payment instrument issued by any scheduled bank in Pakistan, signed by two signatories of bank which is irrevocable in nature against which funds are blocked by bank in RFP.

25- Bidder to submit Bid Security Pay Order/Demand Draft/Bank Guarantee physically in tender box (marked as "Procurement" placed at PSO Registered Office Entrance before on specified date & time mentioned in RFP. Bid Security should be properly enclosed in envelope with "Tender number" clearly mentioned on it. In case the bid security is not submitted physically on time then the bid will stand rejected.

26- In case the PSO offices are closed on the due date of bid submission, then the closing date will stand extended automatically till the same time on the next working day.

### **PRE-BID MEETING:**

Pre-bid meeting may be called. Date, Time and venue will be communicated to the bidders accordingly.

### **EVALUATION OF BIDS:**

a) Bids shall be evaluated according to appended criteria (if any) and contract will be awarded to the best responsive lowest evaluated bids.

b) For the purposes of comparison of bids quoted in different currencies, the price shall be converted into single currency i.e. Pakistani Rupees. The rate of exchange shall be the selling rate, prevailing on the date of opening of commercial bids, as notified by the State Bank of Pakistan on that day.

c) PSO shall evaluate the bid on total applicable cost basis i.e. Customs duty, GST and other import incidentals.

d) Depending on the case, the bid can be commercially evaluated, line item wise or on total value of the bid and award of the contract shall be according to the suitability of the job and its commercial cost.

### **PAYMENT OF BILLS:**

#### **For Supply:**

1. PSO shall open Letter of Credit in the name of OEM.

#### **For Services:**

**1.Payment shall be done as mentioned in RFQ.**

### **PENALTY:**

In the event of Contractor's/Supplier failure to deliver the Services/Goods within the time mention in purchase order/service order, in that event PSO shall be entitled to deduct from his bills /outstanding payments or other works done by him for PSO or from any amount due to him by PSO a sum of Rs.0.1% of Purchase Order/Service Order value per day as liquidated damages for the period which the said services/material remains incomplete or fails to pass the quality tests subject to a maximum 10% of work order amount to be recovered from the contract on his default.

Note: Penalty/ liquidity demerage may be waived in case of force majeure situation contractor will be required to furnish documentary proof.

### **BIDDING PROCEDURE:**

Bidding procedure will be "Single Stage - Two Envelope"

Commercial Bid: Will be communicated later to the technically qualified bidders only.



## TENDER TERMS & CONDITION

P&S-F-03-12

Date: 16/03/2021

Rev No. 0

Page 4 of 4

### **VENDOR PERFORMANCE EVALUATION:**

Vendor Performance Evaluation shall be made on all Purchase Order worth Rs. 3 Million.

- Successful Bidder's performance has been monitored through Vendor Performance Evaluation System.
- The evaluation will be conducted in accordance with the parameters of Vendor Performance Report as attached in SAP Ariba project.
- Bidder's performance will be evaluated from issuance of purchase order to Goods receipt, not limited to this, it shall also cover the period of performance / support during the warranty period.
- In case of monthly payments, vendor performance evaluation will be conducted every month and on the basis of that VPES will automatically calculate the scoring of the vendor and an average of all VPES scores will consider as the final score of that project.
- Following Scoring / Ranking Grid will be used to evaluate vendor performance against the awarded project:

Scoring Grid / Methodology	Marks %	Score
Unsatisfactory	0-20	1
Needs improvement in some areas	21-40	2
Satisfactory with minor improvements required	41-60	3
At Par - Meets all requirements	61-80	4
Exceptional - Exceeds requirements/expectations	81-100	5

- In view of above, vendor scores less than three in two projects of a fiscal year should be considered as non-performer, and may attract temporary blacklisting for six (6) months, subject to the procedure as provided in PPRA rules and the Company Policy.
- Vendor Cumulative Score less than 3 in a Fiscal year on the basis of performance evaluation of at least 3 procurement projects, then it will be considered to be Non-Performing Vendor and can be recommended for up to 3 years temporary blacklisting subject to the procedure as provided in PPRA rules and the Company Policy.

Keeping in view of above, for continued participation vendors should have maintained at least satisfactory standard of performance.

### **BID SECURITY:**

Bid Security of fixed amount as mentioned in the PSO's tender documents needs to be submitted in the form of payment instrument issued by any scheduled bank in Pakistan, signed by two signatories of bank which is irrevocable in nature against which funds are blocked by bank (only acceptable) should be dropped in Tender Box marked PROCUREMENT at Ground Floor, PSO House, Khayaban-e- Iqbal, Clifton, Karachi or mailed to reach this address before **27-Jul-2026** by **1415 PST**.

### **AMOUNT OF BID SECURITY:**

- For **Supply** = **PKR. 100,000/-** (or equivalent amount in Foreign Currency).
- For **Installation , Commissioning and Maintenance** = **PKR. 250,000/-**.

If the submitted bid security amount is less than the amount of bid security mentioned in the RFQ, the bid will be rejected.

THE TENDER WILL BE OPENED FROM **1500 PST** ONWARDS ON **27-Jul-2026** AT TENDER ROOM, 2ND FLOOR, PSO HOUSE, KARACHI.

BIDDERS ARE INVITED TO ATTEND THE TENDER OPENING VIA ZOOM LINK PROVIDED ON THE DAY TENDER OPENING SCHEDULED. For any queries please contact on extension 2233 or Via SAP Ariba Message Boards.