

# BIDDING DOCUMENTS

Procurement of I.T. Equipment for  
Up-Gradation of Electronic Media Section of  
Directorate General Public Relations  
Government of the Punjab



(Financial Year 2021-22)

DIRECTORATE GENERAL PUBLIC RELATIONS  
Information & Culture Department  
Government of the Punjab  
21-Mahmood Ghaznavi Road, Lahore

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### Bid Data Sheet

Description	Detail
Language of Bid:	English “or” Urdu “or” Both
Bid Currency:	Bidders are required to quote “Prices” on DDP (Delivery Duty Paid) basis in Pakistani Rupees.
Bid Validity Period:	120 Days
Address for Communication:	Director General (Public Relations), Directorate General Public Relations (DGPR), Information & Culture Department, Government of the Punjab, 21-Mahmood Ghaznavi Road, Lahore. Tel #: 92-42-99201371-72
Performance Guarantee:	It will be “02% of the “Contract” Value” in the shape of “Bank Guarantee” from any Scheduled Bank.

**SECTION 1**  
**Invitation to Bid**



Government of the Punjab  
Directorate General Public Relations

**Invitation For Bids**  
Procurement of IT Equipment for  
Up-Gradation of Electronic Media Section  
of Directorate General Public Relations, Punjab

1. Directorate General Public Relations (DGPR), Information & Culture Department, Government of the Punjab, invites “Sealed Tenders” from the firms or bidders having established credentials in terms of technical, financial and managerial capabilities for supply of IT equipment for Up-Gradation of Electronic Media Section of Directorate General Public Relations (DGPR) Punjab, 21-Mahmood Ghaznavi Road, Lahore as mention in Section III of this “Bidding Documents”.
2. *Single Stage* – The Bid shall be a “single package” consisting of two separate envelopes, containing separately the “Financial Proposal” and the “Technical Proposal as per Punjab Procurement Rules 2014. The inner envelopes shall be marked as “Financial Proposal” and “Technical Proposal” in bold and legible letters.
3. Detailed specification along with Bidding Document can be downloaded from the official website of Directorate General Public Relations (DGPR) ([www.dgpr.punjab.gov.pk](http://www.dgpr.punjab.gov.pk)) and from official PPRA website ([www.ppra.punjab.gov.pk](http://www.ppra.punjab.gov.pk)).
4. The Bidding Documents are also available at the DGPR’s Headquarters, 21-Mahmood Ghaznavi Road, Lahore and can be obtained from 09:00 am to 05:00 pm during working days.
5. Sealed bids should be submitted, in the manner set forth in bidding documents, by or before 11:00 am 27<sup>th</sup> September 2021 at Directorate General Public Relations (DGPR), Government of the Punjab, 21-Mahmood Ghaznavi Road, Lahore. Technical Bids shall be opened on 27<sup>th</sup> September 2021 at 11:00 am in the presence of Bidders or their authorized representatives. Financial Bids of technically qualified bidder shall be opened at 03:00 pm on 29<sup>th</sup> September 2021 at DGPR Office, 21-Mahmood Ghaznavi Road, Lahore. Financial bids of technically disqualified bidders shall be returned unopened. DGPR reserved the right in its discretion to cancel or amend the entire process at any stage and/or to reject any or all bids prior to acceptance thereof
6. In case the date of opening or last date of sale is declared as a “public holiday” by the government or non-working day due to any reason, the next official working day shall be deemed to be the date of sale and submission and opening of tenders accordingly. The time and venue shall remain the same.

**Bidders are advised to read the contents of the “Instruction to Bidders (ITB)” carefully**

<p style="text-align: center;"><b>SECTION II</b></p> <p style="text-align: center;"><b>Instructions to Bidders</b></p>
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1. Scope of Bid

1.1 The Directorate General Public Relations (DGPR), Information & Culture Department, Government of the Punjab, invites sealed bids from eligible Bidders for purchase of IT Equipment as per quantities and specifications described in Section III of the Bidding Documents, Schedule of Requirements & Technical Specifications. The Bidder shall quote DDP (Delivery Duty Paid) prices.

2. Source of Funds

2.1 Allocated funds in the specific Head of Accounts for the purpose of the purchase of IT Equipment.

3. Eligible Bidders

3.1 Invitation for Bids is open for eligible Bidders for the supply of IT Equipment as described in Section III, Schedule of Requirements & Technical Specifications.

3.2 Bidders shall have to submit a copy of “Memorandum / Articles of Association / Partnership Deed” registered with the “Registrar of Companies” of “Securities & Exchange Commission of Pakistan (SECP)”, Pakistan. However, in case of Manufacturer, they should have a documentary proof as prescribed in the Section V, Bid Form, to the effect that they are the original Manufacturer of the required specifications of Goods.

3.3 Bidders under a declaration of ineligibility for corrupt and fraudulent practices issued by any Government (Federal, Provincial, or Local) or a public sector organization are “Not Eligible”.

4. Corrupt or fraudulent practices and mechanism to debar / blacklist the defaulted Bidder

4.1 The Government of Punjab defines Corrupt and Fraudulent Practices as “the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official or the contractor in the procurement process or in “Contract” execution to the detriment of the procuring agency; or misrepresentation of facts in order to influence a procurement process or the execution of a contract, collusive practices among Bidders (prior to or after Bid submission) designed to establish Bid prices at artificial, non-competitive levels and to deprive the procuring agency of the benefits of free and open competition and any request for, or solicitation of anything of value by any public official in the course of the exercise of his duty; it may include any of the following practices:

(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) Corrupt practice by offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain;

(iv) fraudulent practice by 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 rights;

4.2 Indulgence in corruption and fraudulent practices is liable to result in rejection of bids, cancellation of contracts, debarring and blacklisting of the Bidder, for a stated or indefinite period of time.

4.3 The following are the events which would lead to initiate under the Punjab Procurement Rules 2014 for blacklisting / debarment process;

- i. Submission of false fabricated / forged documents for procurement in tender.
- ii. Not attaining required quality of work.
- iii. Inordinate tardiness in accomplishment of assigned/agreed responsibilities / contractual obligations resulting loss to procuring agency / Government.
- iv. Non execution of work as per terms & condition of contract.
- v. Any unethical or unlawful professional or business behavior detrimental to good conduct and integrity of the public procurement process.
- vi. Involvement in any sort of tender fixing.
- vii. Persistent and intentional violation of important conditions of contract
- viii. Non-adherence to quality specification despite being importunately pointed out.
- ix. Security consideration of the State i.e., any action that jeopardizes the security of the State or good repute of the procuring agency.

PROCEDURE: The procedure mentioned in Procurement Rules 2014 of PPRA will be followed.

5. Eligible Goods & Services

5.1 All goods and related services to be supplied under the “Contract” shall conform to the policies of the Government of Punjab in vogue. All expenditures made under the “Contract” shall be limited to such goods and services. For purposes of this clause, (a) the term “Goods” includes any goods that are the subject of this Invitation for Bids and (b) the term “Services” includes related ancillary services such as transportation, insurance, after sale service etc.

6. Cost of Bidding

6.1 Bidder shall bear all costs associated with the preparation and submission of its bid, and the Procuring Agency shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

### The Bidding Procedure

8. The Governing Rules

8.1 The Bidding procedure shall be governed by the Punjab Procurement Rules, 2014 of the Government of Punjab.

9. Applicable Bidding Procedure

9.1 “Single Stage – Two Envelops Bidding Procedure” shall be employed.

Single Stage: Two Envelope Bidding Procedure:

The “Single Stage Two Envelopes Bidding Procedure” shall be used for procurement of such goods where the bids are to be evaluated on “technical and financial grounds” and the procedure for single stage two envelopes shall be:

(i) The Bid shall be a single package consisting of two separate envelopes, containing separately the “Financial Proposal” and the “Technical Proposal”;

(ii) The envelopes shall be marked as “Financial Proposal” and “Technical Proposal”;

(iii) In the first instance, the “Technical Proposal” shall be opened and the envelope marked as “Financial Proposal” shall be retained unopened in the custody of the Procuring Agency;

(iv) The Procuring Agency shall evaluate the Technical Proposal in the manner prescribed in advance, without reference to the price and shall reject any proposal which does not conform to the Specified Requirements;

(v) During the Technical Evaluation no amendments in the Technical Proposal shall be permitted;

(vi) After the evaluation and approval of the Technical Proposals, the Procuring

Agency shall open the Financial Proposals of the “technically accepted bids”, publically at a time, date and venue announced and communicated to the Bidders in advance, within the Bid validity period;

(vii) The Financial Proposals found technically non-responsive shall be returned un-opened to the respective Bidders; and

(viii) The “lowest evaluated Bidder” shall be awarded the contract;

## The Bidding Documents

### 10. Contents of the Bidding Documents

10.1 The goods required, applicable bidding procedures, and “Contract” terms are prescribed in the Bidding Documents. In addition to the Invitation for Bids, the Bidding Documents include:

- (a) Instructions to Bidders (ITB) (Section-II)
- (b) Schedule of Requirements & Technical Specifications (Section-III)
- (c) Evaluation Criteria (Section-IV)

10.2 The “Invitation for Bids” is not a formal part of the Bidding Documents and is included as a reference only. In case of discrepancies between the Invitation for Bid and the Bidding Documents listed in 10.1 above, the Bidding Documents shall take precedence.

10.3 The Bidder is expected to examine all instructions, forms, terms and specifications in the Bidding Documents. Failure to furnish all information required by the Bidding Documents or to submit a Bid not substantially responsive to the Bidding Documents in every respect shall be at the Bidder’s risk and may result in the rejection of its bid.

### 11. Clarification(S) on Bidding Documents

11.1 A prospective Bidder requiring any clarification(s) on the Bidding Documents may notify the Procuring Agency in writing at the Procuring Agency’s address indicated in the Bid Data Sheet. The Procuring Agency shall respond in writing to any request for clarification(s) of the bidding documents, which it receives no later than seven (07) days prior to the deadline for the submission of bids prescribed in the Invitation for Bids. Written copies of the Procuring Agency’s response (including an explanation of the query but without identifying the source of inquiry) shall be sent to all prospective Bidders that have received the Bidding Documents.

### 12. Amendment(s) to the Bidding Documents

12.1 At any time prior to the deadline for submission of bids, the Procuring Agency, for any reason, whether at its own initiative or in response to a clarification(s) requested by a prospective Bidder, may modify the Bidding Documents by amendment(s).

12.2 All prospective Bidders that have received the Bidding Documents shall be notified of the amendment(s) in writing through Post, E-mail or Fax, and shall be binding on them.

12.3 In order to allow prospective Bidders reasonable time for taking the amendment(s) into account in preparing their bids, the Procuring Agency, at its discretion, may extend the deadline for the submission of bids.

## Preparation of Bids

### 13. Language of Bids

13.1 All correspondence, communications, associated with preparation of Bids, clarifications, amendments, submissions shall be written either in English or Urdu or both languages. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in English or Urdu, in which case, for purposes of interpretation of the Bid, the said translation shall take precedence.

### 14. Documents Comprising the Bids

14.1 The Bid shall comprise of the Undertaking, and Technical / Financial Details of the Goods & Services and all those ancillary documentations that are prescribed for the eligibility of the goods and ancillary services that are found necessary.

14.2 The Bidder shall provide the appropriate "Price Schedule" furnished in the bidding documents, indicating the goods to be supplied, a brief description of the goods, their general and specific characteristics, ancillary services that the Bidder is willing or required to provide along with the proposed price.

### 15. Bid Price

15.1 The Bidder shall indicate on the appropriate form, prescribed in this Bidding Documents, the unit prices and total Bid price of the goods, it proposes to supply on free delivery to the consignee's end under the Contract. The Bidder shall quote DDP (Delivery Duty Paid).

15.2 Form prescribed for quoting of prices is to be filled in very carefully, preferably typed. Any alteration/correction must be initialed. Every page is to be signed and stamped at the bottom.

15.3 The Bidder should quote the prices of goods according to the Technical Specifications as provided in Section III of this document. The Technical Specifications of goods, different from the required specifications, shall straightway be rejected.

15.4 The Bidder is required to offer a "Competitive Price". All prices must include the Taxes & Duties, where applicable and all Ex-work & inland Transportation & Storage charges till the destination (on free delivery to Consignee's end basis). If there is no mention of Taxes, the offered/quoted price shall be considered as inclusive of all prevailing taxes/duties.

15.5 The benefit of exemption from or reduction in the taxes and duties shall be passed on to the Procuring Agency.

15.6 Prices offered should be for the entire quantity of an item demanded in the Section III i.e., Schedule of Requirement & Technical Specifications; partial quantity offers shall straightway be rejected. Conditional offer shall also be considered as non-responsive bid.

15.7 While making a price quote, trend/inflation in the rate of goods and services in the market should be kept in mind. No request for increase in price due to market fluctuation in the cost of goods and services shall be entertained.

16. Bid Currencies

16.1 The price for complete item, standard accessories; detail of which is already mentioned in the technical specifications will be considered for determining the lowest Bidder. Optional items are mandatory to quote but will not be considered while determining the lowest Bidder.

16.2 The Bidder shall quote prices on DDP (Delivery Duty Paid) basis. The “lowest price” will be determined by comparing prices.

17. Samples

17.1 The Bidder shall provide samples of quoted goods as and when required by the procuring agency at his own cost and in a quantity prescribed by the Procuring Agency in Section III.

18. Documentation on Eligibility of Bidders

18.1 Bidder shall furnish, as part of its Bid as specified in Section V, documents establishing the Bidder’s eligibility to Bid and its qualifications to perform the “Contract” if its Bid is accepted.

18.2 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 an eligible.

19. Documentation on Eligibility of Goods

19.1 The Bidder shall furnish, as part of its Bid as specified in Section V, documents establishing the eligibility and conformity to the bidding documents of all goods, which the Bidder proposes to supply under the Contract.

20. Performance Guarantee:

20.1 The Bidder shall furnish, as part of its bid, a “Performance Guarantee” in the amount specified in the “Bid Data Sheet” which should be attached with the “Technical Proposal”. Unsuccessful Bidder’s Bid Security shall be discharged or returned soon after announcement of the successful bids.

20.2 The successful Bidder’s Performance Guarantee shall be discharged upon “signing of contract”.

20.3 The Performance Guarantee may be forfeited:

(a) If Bidder withdraws its Bid during the period of Bid validity;  
“Or”

(b) In the case of a successful Bidder, if the Bidder fails to sign the contract.

21. Bid Validity

21.1 Bids shall remain valid for the period identified in the “Bid Data Sheet” after the date of opening of Technical Proposal prescribed by the Procuring Agency. A Bid valid for a shorter period shall be rejected by the Procuring Agency as non-responsive.

21.2 Procuring Agency shall ordinarily be under an obligation to process and evaluate the Bid within the stipulated Bid validity period. However, under exceptional circumstances and for reason to be recorded in writing, if an

extension is considered necessary, all those who have submitted their bids shall be asked to extend their respective Bid validity period. Such extension shall be for not more than the period equal to the period of the original Bid validity.

21.3 Bidders who,

- (a) Agree to the Procuring Agency's request for extension of Bid validity period shall not be permitted to change the substance of their bids; and
- (b) Do not agree to an extension of the Bid validity period shall be allowed to withdraw their bids without forfeiture of their Bid securities.

## 22. Format and Signing of Bids

22.1 Bidder shall prepare and submit its Bid and provide original documents, as appropriate. Copies of any documents must be signed and stamped by the Bidder.

22.2 Original Bid shall be typed or written in indelible ink. All documents should contain proper page marking, attached in sequence as indicated for evaluation in the bidding document and signatures of authorized person. Moreover, signing and stamping of each page of bidding document/form is mandatory.

22.3 Any interlineations, erasures, or overwriting shall be valid only if they are initialed by the person or persons signing the bid.

## Submission of Bids

### 23. Sealing and Marking of Bids

23.1 Envelopes shall be marked as "Technical Proposal" and "Financial Proposal" in bold and legible letters to avoid confusion. Similarly, the Bidder shall seal the proposals/bids in separate envelopes. The envelopes shall then be sealed in an "Outer Envelope" marked with Tender Enquiry Number.

23.2 The inner and outer envelopes shall:

- (a) Be addressed to the Procuring Agency at the address given in the Invitation for Bids; and
- (b) Bid Reference, Tender Enquiry Number, Items/Number indicated in Section III, Schedule of Requirements & Technical Specifications and a statement: "Do Not Open Before," the time and the date specified for opening of Bids.

23.3 The "Inner Envelopes" shall also indicate the Name & Address of the Bidder to enable the Bid to be returned unopened in case it is declared as "non-responsive" or "late".

23.4 If "outer envelope" as well as "inner envelopes" are not sealed and marked, as required by 23.1 to 23.4 above, the Procuring Agency shall assume no responsibility for the bid's misplacement or premature opening.

### 24. Deadline for Submission of Bids

24.1 Bids must be submitted by the Bidder and received by the Procuring Agency at the address on or before the time and date specified in the Bid Data

Sheet. Bids received later than the time and date specified in the Bid Data Sheet will stand summarily rejected.

24.2 Procuring Agency may, in its discretion, extend the prescribed deadline for the submission of bids by amending the bidding, in which case all rights and obligations of the Procuring Agency and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

25. Late Bids

25.1 Any Bid received by the Procuring Agency after the deadline for submission of bids prescribed by the Procuring Agency shall be rejected and returned unopened to the Bidder.

26. Withdrawal of Bids

26.1 Bidder may withdraw its Bid after the bid's submission and prior to the deadline prescribed for submission of bids.

26.2 No Bid may be withdrawn in the period between deadline for submission of bids and the expiration of the period of Bid validity specified in Bid Data Sheet. Withdrawal of a Bid during this period may result in forfeiture of the Bid Security submitted by the Bidder.

### Opening and Evaluation of Bids

27. Opening of Bids by the Procuring Agency

27.1 All bids received, shall be opened by the Procuring Agency publically in the presence of the Bidders or their authorized representatives, who chose to attend the Bid opening, on the date, time and venue prescribed in the Bid Data Sheet.

27.2 Opening of Bids shall be subject to the Bidding Procedure prescribed in the Bid Data Sheet and as per Punjab Procurement Rules, 2014.

27.3 All Bidders in attendance shall sign an "Attendance Sheet".

27.4 The Procuring Agency shall open one Bid at a time and read out aloud its contents which may include name of the Bidder, items quoted for and unit prices and total amount of the Bid (if applicable). The Procuring Agency may choose to announce any other details which it deems appropriate if not in conflict with the Punjab Procurement Rules, 2014.

27.5 The Procuring Agency shall have the "minutes" of the Bid opening (Technical and when applicable Financial) recorded.

27.6 No Bid shall be rejected at Technical Proposal / Bid Opening, except for late bids, which shall be returned unopened to the Bidder, the Chairman of Procurement Committee shall record a statement giving reasons for return of such bid(s).

27.7 The Technical Bids found without Performance Guarantee shall not be announced to the Bidders.

28. Clarification of Bids

28.1 During evaluation of the bids, the Procuring Agency may, at its discretion, ask the Bidder for a clarification of its Bid. The request for clarification and the response shall be in writing, and no change in the prices or substance of the Bid shall be sought, offered, or permitted.



29. Preliminary Examination

29.1 Procuring Agency shall 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.

29.2 In Financial Proposal, the arithmetical errors shall 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.
- b) If the Bidder does not accept the correction of the errors, its Bid shall be rejected.

29.3 The Procuring Agency may waive any minor informality, nonconformity, or irregularity in a Bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

29.4 Prior to the detailed evaluation, the Procuring Agency shall determine the substantial responsiveness of each Bid to the bidding documents. For purposes of this clause, 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 applicable laws, taxes and duties, and internationally recognized best practices shall be deemed to be a material deviation for Technical Proposals. 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.

29.5 If a Bid is not substantially responsive, it shall be rejected by the Procuring Agency and may not subsequently be made responsive by the Bidder by correction of the nonconformity.

30. Evaluation of Bids

30.1 Procuring Agency shall evaluate and compare the bids, which have been determined to be substantially responsive.

30.2 All bids shall be evaluated in accordance with the "evaluation criteria" and other terms and conditions set forth in these bidding documents.

30.3 For the purposes of comparison of bids quoted in different currencies, the price shall be converted into "Pakistani Rupees". The "rate of exchange" shall be the selling rate, prevailing on the date of opening of Financial Bids specified in the bidding documents, as notified by the State Bank of Pakistan / National Bank of Pakistan on that day.

30.4 Bid once opened in accordance with the prescribed procedure shall be subject to only those rules, regulations and policies that are in force at the time of issue of notice for invitation of bids.

31. Qualification of Bidder

31.1 Procuring Agency, at any stage of the procurement proceedings, having credible reasons for or prima facie evidence of any defect in Bidder's capacity may require the Bidder to provide information concerning their professional,



technical, financial, legal, or managerial competence whether already pre-qualified.

31.2 Such qualification shall only be laid down after recording reasons thereof in writing. They shall form part of the records of that procurement proceeding.

31.3 Procuring Agency shall determine to its satisfaction whether a Bidder, technically and financially qualified and even having the lowest evaluated responsive Bid is qualified to perform the “Contract” satisfactorily.

31.4 The determination can take into account the Bidder’s financial, technical, and production capabilities. It shall be based upon an examination of the documentary evidence of the Bidder’s qualifications submitted by the Bidder, as well as such other information as the Procuring Agency deems necessary and appropriate.

31.5 An affirmative determination shall be a prerequisite for “award of the “Contract” to the Bidder”. A negative determination shall result in rejection of the Bidder’s Bid, in which event the Procuring Agency shall proceed to the next lowest evaluated Bid to make a similar determination of that Bidder’s capabilities to perform satisfactorily.

31.6 The Procuring Agency shall disqualify a Bidder if it finds, at any time, that the information submitted by him concerning his qualification as Bidder was false and materially inaccurate or incomplete.

## 32. Rejection of Bids

32.1 Procuring Agency may reject any or all bids at any time prior to the acceptance of a Bid in accordance with Punjab Procurement Rules, 2014. Procuring Agency shall upon request communicate to any Bidder who submitted a bid, the grounds for its rejection of any or all bids, but is not required to justify those grounds.

32.2 Procuring Agency incurs no liability, solely by virtue of its invoking Clause 32.1 towards Bidders who have submitted bids.

32.3 Notice of the rejection of any or all bids shall be given promptly to the concerned Bidders that submitted bids.

## 33. Re-Bidding

33.1 If Procuring Agency rejects all bids, it may call for a re-bidding. Procuring Agency, if it deems necessary may prescribe another method of procurement not inconsistent with the Punjab Procurement Rules 2014.

33.2 Procuring Agency before invitation for re-bidding shall assess the reasons for rejection and may revise specifications, evaluation criteria or any other condition for Bidders, as it may deem necessary.

## 34. Announcement of Evaluation Report

34.1 Procuring Agency shall announce the results of the Bid evaluation in form of a “Report”, as per Punjab Procurement Rules 2014, giving justification for acceptance or rejection of bids prior to the award of “Contract” to the successful Bidder.

## 35. Contacting the Procuring Agency

35.1 No Bidder shall contact the Procuring Agency on any matter relating to its Bid, from the time of the Bid opening to the time of announcement of

Evaluation Report. If a Bidder wishes to bring additional information to the notice of the Procuring Agency, it should do so in writing.

35.2 Any effort by a Bidder to influence the Procuring Agency in its decisions on Bid evaluation, Bid comparison, or “Contract” award may result in the rejection of the Bidder’s Bid. Canvassing by any Bidder at any stage of the Bid evaluation is strictly prohibited. Any infringement shall lead to disqualification.

## Award of Contract

### 36. Acceptance of Bid and Award Criteria

36.1 Bidder, whose Bid is found to be most closely conforming to the Evaluation Criteria as prescribed in Section IV and having the lowest evaluated Bid, if not in conflict with any other law, rules, regulations, or policy of the Government of the Punjab, shall be awarded the Contract.

### 37. Procuring Agency’s Right to Vary Quantities at the Time of Award

37.1 Procuring Agency reserves the right at the time of “Award of Contract” to increase or decrease, the quantity of goods originally specified in Section III, i.e., Schedule of Requirements & Technical Specifications without any change in Unit Price and other Terms & Conditions as per Punjab Procurement Rules 2014.

### 38. Notification of Award

38.1 Prior to the expiration of the period of Bid validity, the Procuring Agency shall notify to the successful Bidder in writing that its Bid has been accepted.

38.2 Directorate General Public Relations (DGPR), Government of the Punjab, will issue the notification of Acceptance of Tender (AAT). DGPR will sign the “Contract” after fulfillment of all prescribed legal and codal formalities.

38.3 Enforcement of the “Contract” shall be governed by Punjab Procurement Rules 2014.

### 39. Limitation on Negotiations

39.1 As per Punjab Procurement Rules 2014, Procuring Agency shall not negotiate with any Bidder.

### 40. Signing of Contract

40.1 The “Contract” is to be made on “Judicial Paper” under the Stamp Act 1899 read with the Punjab Finance Act 2019.

### 41. Performance Guarantee

41.1 Before signing of “Contract”, the successful Bidder shall furnish a “Performance Guarantee” in the mannered prescribed by the Procuring Agency.

41.2 Failure to provide a “Performance Guarantee” by the Bidder is a sufficient ground for annulment of the award of “Contract”. In such event the Procuring Agency may award the “Contract” to the “next lowest evaluated Bidder” or call for new Bid.

### 42. Price Reasonability

42.1 The prices quoted shall not be more than the “Trade Prices” and prices quoted to any Procuring Agency in Pakistan otherwise, the Bidder shall be bound

to refund the prices difference in addition to other penalties by the Procuring Agency.

43. Drug Act Compliance

All supplies will comply with the provision of Drugs Act 1976 and rules framed there under and any other rules regulation and policy in vogue in Pakistan.

**SECTION III**  
**Schedule of Requirements & Technical Specifications**

## Schedule of Requirements

The supplies shall be delivered in accordance with the “Terms & Conditions” of the “Tender”, as per following schedule of requirements: -

Respective Consignee’s End: Director General (Public Relations), Directorate General Public Relations (DGPR), Information & Culture Department, Government of the Punjab, 21-Mahood Ghaznavi Road, Lahore, Pakistan Tel: 92-42-99201371-72

In case of free delivery to Consignee’s end DDP basis:

Mode of Penalty	Delivery of 100% Quantity as per Purchase Order	Total Delivery Period
Without Penalty	20 Days or earlier	20 Days
Grace Time Without Penalty	05 Days	25 Days
With Penalty @ 0.070 % Per Day	After stipulated Delivery Period the Procuring Agency shall decide further on the formal request of supplier with proper justification.	

## Technical Specifications / Requirements & Quantities

1. The “Digital Recording” of “20x News Channels” through “Dish Antenna/Satellite Capture Card” having 192x1080 progressively displayed pixels, i.e., Full High Definition (FHD) Video Recording Mode.
2. Provision for “Multi-viewing” of 04x TV Channels on single LCD.
3. 24 Hours of “Digital Archiving” of 20x News Channels utilizing “48TB Network Attach Storage (NAS)” which is already available at “IT Data Centre” at DGPR’s Headquarters, Lahore, Punjab.
4. Recording/Storage of “Video Footages” of 20x News Channels at hourly basis.
5. Digital FHD “Live Streaming” of 20x News Channels at “Electronic Media Monitoring Hall” in DGPR’s Headquarters, Lahore Punjab.
6. The “Re-broadcasting of Live Streaming” of 20x News Channels within DGPR Headquarters, Lahore, Punjab, through Local Area Network (LAN).
7. The “Searching of Video Content” through Channel’s Name, Date and Time of Telecasting of TV Programme, Title of Programme, Topic of Programme, Name of Host / Anchorperson, Names of Guest appeared, and relevant Key Words.
8. The “Web-based Remote Searing” of Monitoring & Recording System through Live Public IP.
9. Cutting and joining of video clips as per requirement.

<b>IT Equipment / Software Required by DGPR</b>			
Sr.#	Name of Item	Item Description / Specifications	Quantity
1	Satellite Card	DVB S/S2/S2X 8-OCTA TV Tuner PCI Card Digital Video Broadcasting Warranty: 01 Years	03
2	Multicasting Switch	Layer-3 Multicasting Switch 24-Gigabit Ports Warranty: 01 Year	01

3	Multi-Viewer System	Support Up to 20 TV Channels Intel Core I7 32GB RAM 500GB HDD Small Form Factor Keyboard Optical Mouse Warranty: 01 Year	01
4	Satellite Dish Antenna	Size 04 Feet or higher Caliber 120 cm C/Band Gain 4GHz Focal Distance 26 Inches FD Ratio 0.38 Material Steel Board and Steel Stand Angle of Elevation 0-90 Degree Fixed Level 0-360 Degree 500 Hours Salt Spray Test 2000 Hours UV Resistance LNB (High Band Input / Output Frequency Range) Warranty: 01 Years	03
5	LAN (STP) Cable	CAT 6 Category Cable Single Layer Shield Standard Wire Cable Conductor 4 Pair of Cores PVC Sheath Material Conductor Size AWG20 Cable Outer Diameter 6.0 ~ 6.9 mm Length 500 meters Gigabit Ethernet Type Cable	01
6	Installation /Configuration of “Recording & Monitoring System” at DGPR’s Headquarters, Lahore, Punjab	Complete on-site installation of Dish Antenna, LNB, Multi-Viewer System, Multicasting Switch, Satellite Capture Cards, and Recording & Monitoring Software.	-
7	Recording & Monitoring Software	To view 20x TV channels In-Live or In-Archive. 01 audio track per video, simple clip creation transcoding to any type and export including mp4. Multi-viewing on single LCD, Rebroadcasting of News Channels within DGPR’s Headquarters Building.	01
8	Training of Staff	Training of 5x staff members of DGPR w.r.t. usage of monitoring & recording software.	-

### **Estimated Cost of the Project**

The “estimated cost” of this project as calculated by the Directorate General Public Relations, Information & Culture Department, Government of the Punjab, is approximately Pak. Rs. 1,200,000/= (Pakistani Rupees Twelve Hundred Thousands Only) without including government taxes, rates, and duties.

**SECTION IV**  
**Evaluation Criteria**



## Evaluation Criteria

All parameters of “Evaluation Criteria” are compulsory. Failure to comply with any parameter will result in disqualification of Bidder.

### 1. Parameters Pertaining to the Bidder

<b>Parameters</b>	<b>Documents Required</b>	<b>Compliance Status (Yes / No)</b>
The Bidder should be legal entity (i.e., Registered with Income Tax Department / FBR / SECP / PRA having valid NTN).	Supporting legal documents.	
In case of “Sole Agent” the “Sole Agency Agreement” and valid “Authorization” from the Principal.	“Sole Agency Agreement” and valid “Letter of Authorization”.	
Undertaking regarding “Non-Declaration” of “Blacklisting” regarding Bidder or its Principal by any Government Department / Organization or National / International Organizations.	Undertaking on Judicial Paper.	

## Annex A

### Payment Schedule

- i.** The 100% payment to the “Bidder” will be made by the Directorate General Public Relations (DGPR), Information & Culture Department, Government of the Punjab;
  - a.** Against satisfactory performance in accordance with the Punjab Procurement Rules 2014.
  - b.** On production of “Inspection Certificate” and “Receipt Certificate” from DGPR Punjab, after recovery of Government dues (if any).
- ii.** The Payment will only be made after the receipt of “complete supply” of Goods and Services as mentioned in Section III.

## Annex. B

### General Conditions of Contract

1. Definitions	1.1	<p>In “Contract”, the following terms shall be interpreted as indicated:</p> <p>(a) The “Contract” means the agreement entered into between the Procuring Agency, i.e., the Directorate General Public Relations, Information &amp; Culture Department, Government of the Punjab hereby called the “Purchaser” and the successful Bidder hereby called the “Supplier”.</p> <p>(b) The “Contract Price” means the price payable to the Supplier under the Contract for the full and proper performance of its Contractual obligations.</p> <p>(c) The “Goods” means all those supplies which the Supplier is required to supply to the Purchaser under the Contract.</p> <p>(d) The “Services” means those services ancillary to the supply of above goods, such as printing of special instructions on the label and packing the Government of Punjab, transportation of goods up to the desired destinations and other such obligations of the Supplier covered under the Contract.</p> <p>(e) The “Software” means the Monitoring &amp; Recording Software for the monitoring and recording of 20x News Channels, their rebroadcasting, and multi-viewing as mentioned in Section III.</p> <p>(e) The “Date” and “Day” means Calendar’s Date and Day.</p>
2. Application	2.1	The Contract shall abide by the laws and rules and regulations of the Government of the Punjab.
3. Source of Import	3.1	All Goods and related Services to be supplied under the Contract that are required to be imported in Pakistan shall have their origin in eligible source countries as prescribed by the commercial / import policies of the Government of Pakistan.
	3.2	For purposes of this clause, origin means the place where the Goods are produced, or the place from which the related services are supplied.
4. Standards	4.1	The Goods supplied shall conform to the standards mentioned by the Bidder in the Technical Proposal.

	4.2	In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of Contract.
	4.3	If the Supplier provide substandard item and fail to provide the fresh supply, the payment of risk purchase (which will be purchased by the Directorate General Public Relations (DGPR), Government of the Punjab) the price difference shall be paid by the Supplier.
	4.4	In case of supply of substandard product the cost associated with disposal/destruction or associated handling shall be borne by the Supplier, i.e., removal from purchaser's premises.
5. Use of Contract Documents and Information.	5.1	The Supplier shall not, without the Purchaser'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 Purchaser in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract.
	5.2	The Supplier shall not, without the Purchaser's prior written consent, make use of any document or information of the Contract except for purposes of performing the Contract.
	5.4	The Supplier shall permit the Purchaser to inspect the Supplier's Accounts and Records relating to the performance of the Supplier.
6. Patent Rights	6.1	The Supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in the country.
7. Submission of Samples	7.1	Before commencing supplies, the Supplier shall provide samples free of cost, as specified in the Section III.
8. Ensuring Storage Arrangements	8.1	To ensure storage arrangements for the intended supplies, the Supplier shall inform the Purchaser at least one (01) week in advance. However, in case no space is available at the Purchaser's premises at the time of supply, the Purchaser shall, at least two (02) days prior to such situation, shall inform the Supplier, in writing, of the possible time frame of availability of space by which the supplies can be made. In case the Supplier abides by the given time frame it shall not be penalized for delay.
9. Inspections and Tests	9.1	The Purchaser or its representative shall have the right to inspect and / or to Test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Purchaser.
	9.2	All costs associated with Testing of Goods shall be borne by the Supplier.

	9.3	The Purchaser's right to inspect, test and, where necessary, reject the goods after the goods either at Supplier's premises or upon arrival at Purchaser's destinations shall in no way be limited or waived by reason of the goods having previously been inspected, tested, and passed by the Purchaser or its representative prior to the goods delivery from the point of Supply or manufacturing.
10. Delivery and Documents	10.1	The Supplier in accordance with the terms and manner specified in the Section III shall make delivery of the goods.
	10.2	The Supplier shall furnish all necessary documentation necessary for completion of the delivery, at the time of delivery and in the manner prescribed.
	10.3	The Goods supplied under the Contract shall be delivered on free delivery of consignee's end basis under which risk is transferred to the Purchaser after the Goods having been delivered.
11. Insurance	11.1	The supplier shall be solely responsible for Insurance of the Goods subject to the Contract.
12. Transportation	12.1	The Supplier shall arrange such transportation of the Goods as is required to prevent their damage or deterioration during transit to their final destination and in accordance with the terms and manner prescribed in Section III.
	12.2	All costs associated with the transportation of the goods subject to this Contract shall be borne by the Supplier.
13. Incidental Services	13.1	The Supplier shall be required to provide the incidental services and the cost of which is included in the Total Bid Price.
14. Warranty	14.1	All Goods subject to this Contract shall be accompanied by the necessary Warranty.
	14.2	The Purchaser shall promptly notify the Supplier in writing of any claims arising under this Warranty.
15. Payment	15.1	The Purchaser shall make payments to the Supplier in accordance with the conditions set forth in the Payment Schedule.
	15.2	The currency of payment shall be Pakistani Rupee.
16. Prices	16.1	Prices charged by the Supplier for Goods delivered under the Contract shall not vary from the prices quoted by the Supplier in its Bid and shall remain the same till the expiry of the Contract.
17. Contract Amendments	17.1	No variation in or modification of the terms of the Contract shall be made except by written amendment signed by the Purchaser and Supplier.
18. Delays in the Supplier's	18.1	Delivery of the Goods shall be made by the Supplier in accordance with the agreed time schedule.

Performance	18.2	If at any time during performance of the Contract, the Supplier encounters conditions impeding timely delivery of the Goods; the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration, and its causes. After receipt of the Supplier's Notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with liquidated damages.
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<p>19. Termination for Default</p>	<p>19.1</p>	<p>The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate “Contract” in whole or in part:</p> <ul style="list-style-type: none"> <li>(a) If the Supplier fails to deliver any or all installments of the goods within the period(s) specified in the signed contract, Or</li> <li>(b) If the Supplier fails to perform any other obligation(s) under the Contract, Or</li> <li>(c) If the Supplier, in the judgment of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.</li> </ul> <p>For the purpose of this clause Corrupt and fraudulent practices means:</p> <p>“the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official or the contractor in the procurement process or in “Contract” execution to the detriment of the Purchaser; or misrepresentation of facts in order to influence a procurement process or the execution of a contract, collusive practices among Bidders (prior to or after Bid submission) designed to establish Bid prices at artificial, non-competitive levels and to deprive the Purchaser 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 practices:</p> <ul style="list-style-type: none"> <li>(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;</li> <li>(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 Purchaser to establish prices at artificial, noncompetitive levels for any wrongful gain;</li> <li>(iii) corrupt practice by offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain;</li> <li>(iv) fraudulent practice by 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;</li> </ul>
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Corrupt or Fraudulent Practices and Mechanism to Debar/Blacklist the Defaulted Bidder.	19.2	<p>The following are the events which would lead to initiate under Rule 21 of Punjab Procurement Rules 2014 Blacklisting / Debarment process;</p> <ul style="list-style-type: none"> <li>i. Submission of false fabricated / forged documents for procurement in tender.</li> <li>ii. Not attaining required quality of work.</li> <li>iii. Inordinate tardiness in accomplishment of assigned/agreed responsibilities / contractual obligations resulting loss to Purchaser / Government.</li> <li>iv. Non execution of work as per terms &amp; condition of contract.</li> <li>v. Any unethical or unlawful professional or business behavior detrimental to good conduct and integrity of the public procurement process.</li> <li>vi. Involvement in any sort of tender fixing.</li> <li>vii. Persistent and intentional violation of important conditions of contract</li> <li>viii. Non-adherence to quality specification despite being importunately pointed out.</li> <li>ix. Security consideration of the State i.e., any action that jeopardizes the security of the State or good repute of the Purchaser.</li> </ul> <p>PROCEDURE: As per Rule-21 of the procurement Rules 2014.</p>
20. Termination for Insolvency	20.1	The Purchaser may at any time terminate the “Contract” by giving written notice of one month time to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination shall be without compensation to the Supplier, provided that such termination shall not prejudice or affect any right of action or remedy which has accrued or shall accrue thereafter to the Parties.
21. Arbitration and Resolution of Disputes	21.1	The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
	21.2	If, after thirty (30) days from the commencement of such informal negotiations, the Purchaser and the Supplier have been unable to resolve amicably a “Contract” dispute, either party may require that the dispute be referred to the “Arbitrator” for resolution through arbitration.
	21.3	In case of any dispute concerning the interpretation and/or application of this “Contract” shall be settled through arbitration under the ARBITRATION ACT 1940 (As amended from time to time).
22. Governing Language	22.1	The “Contract” shall be written in English/Urdu languages. All correspondence and other documents pertaining to the “Contract”, which are exchanged by the Parties, shall be written in English/Urdu.



23. Applicable Law	23.1	This “Contract” shall be governed by the Laws of Pakistan and the Courts of Pakistan shall have exclusive jurisdiction.
24. Notices	24.1	Any “Notice” given by one party to the other pursuant to this “Contract” shall be sent to the other party in writing.
	24.2	A “Notice” shall be effective when delivered or on the notice’s effective date, whichever is later.
25. Taxation	25.1	All taxation, whether International, Federal, Provincial, or Local, shall be borne by the Supplier.

**DIRECTOR GENERAL PUBLIC RELATIONS  
GOVERNMENT OF THE PUNJAB, LAHORE**

***Bidder’s Signature & Seal***

Name: \_\_\_\_\_ CNIC #: \_\_\_\_\_

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

Office Tel. No.: \_\_\_\_\_ Mobile No.: \_\_\_\_\_ Fax. No. \_\_\_\_\_

**WITNESSES**

(1)

(2)

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

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

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

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

CNIC No.: \_\_\_\_\_

CNIC No.: \_\_\_\_\_

Attach additional documents/broachers/catalogues, etc., if any