

PROCUREMENT DOCUMENT



**Hiring of Firms for Event
Management Services under
Open Framework Agreement with
Second-Stage Competition**

**Punjab Central Business District
Development Authority
July, 2024**

Invitation to Bid

1. The Punjab Central Business District Development Authority hereby invites event management firms to become a party to this Open Framework Agreement as per the terms of regulation 55 of the PCBDDA Procurement Regulations, 2024. The objective of this Open Framework Agreement is to cater/hire on-demand provision of services as described in Schedule IV – Schedule of Requirements through subsequent Call-off Procedure through Second Stage Competition.
2. Bidding Document, in the English language, can be purchased by the interested Bidders on the submission of a written application to the addressee below and upon payment of a non-refundable fee of Pak Rs. 25,000/- which shall be submitted in the form of Pay Order / CDR in favor of **“Punjab Central Business District Development Authority.”**
3. Bids must be delivered to the addressee below on or before July 25, 2024, **at 1100 Hours**. Interested eligible Bidders may obtain further information from *Punjab Central Business District Development Authority* at the address given below from office hours of 0900 to 1700 hours.
4. Bidding Documents are immediately available from the date of publication. *Punjab Central Business District Development Authority* will not be responsible for any cost or expense incurred by Bidders in connection with the preparation or delivery of Bids. The Bidding document carrying all details can also be downloaded from PCBDDA’s website www.cbdpunjab.gov.pk for information only.

Director Procurement
PUNJAB CENTRAL BUSINESS DISTRICT DEVELOPMENT AUTHORITY
CBD Punjab Complex (Ex Walton Airport) Lt (Navy), Yasir Shaheed Road,
Lahore, Email: procurement@cbdpunjab.gov.pk

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FOR REFERENCE ONLY

Part 1 - Bidding Documents

FOR REFERENCE ONLY

Section I -. Instructions to Bidders (ITB)

A. General	
1. Scope of Bid	1.1 The Punjab Central Business District Development Authority (PCBDDA) invites Bids against Tender ID no. PCBDDA/PRO/TENDER/2024-25/01 for the provision of services as specified in the Section-IV Schedule of requirements (Scope of work) for the period, timeline(s) and destination as stated in the Bid Data Sheet (BDS).
2 Definitions	2.1 Throughout this set of Bidding Documents: <ul style="list-style-type: none">a) "in writing" means communicated in written form (e.g. by mail, e-mail, fax, including any other electronic means if specified in the BDS) with proof of receipt;b) if the context so requires, "singular" means "plural" and vice versa;c) "Day" means calendar day, unless otherwise specified.d) "Business Day" means an official working day of the Procuring Agency. It excludes official public holidays;e) "Bid" means a Bid made in response to an invitation, an indicative submission in accordance with the respective regulation of the PCBDDA Procurement Regulations 2024 and where it is made in response to a RFQ under Secondary Procurement Process, a quotation including the bid price".f) "Bidder" refers to any person that submits a Bid in response to an Invitation to Bid issued by the Punjab Central Business District Development Authority (PCBDDA);).g) "Call-off Order" means a Purchase / Work Order awarded, under Open Framework Agreement, through a Secondary Procurement process, for the provision of services;h) "Open Framework Agreement" means an agreement in terms of regulation 55 of the PCBDDA Procurement Regulations 2024;

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| | <ul style="list-style-type: none">i) "Delivery Period" is the specified period from the date of formation of a Call-off order for provision of the Good or Related Service, as per the applicable terms and conditions.j) "Framework Agreement (FA)" means a contractual arrangement which allows a procuring agency to procure goods, services or works that are needed continuously or repeatedly at agreed terms and conditions over an agreed period of time, through placement of a number of orders;k) "Goods" means all goods, materials or items that the FA Supplier is required to supply to the Procuring Agency under a Call-off Contract placed under a Framework Agreement. Details of such Goods and related services are set out as a part of the Framework Agreement and particularly described in a Call-off Contract. Where appropriate, for the purpose of interpretation, the definition for Goods;l) "Multi-Supplier Framework Agreement" means where more than one Bidder (Supplier) concludes a Framework Agreement;m) "person" means any individual, corporation, partnership, joint venture, association, organization, or any other entity, whether incorporated or unincorporated, that is capable of entering into binding contracts under the laws of Pakistan;.n) "Procuring Agency" means Punjab Central Business District Development Authority;o) "successful bidder" means the Bidder whose Bid has been evaluated and determined by the Procuring Agency as meeting the requirements and criteria set forth in the Bidding Documentsp) "Regulations" means PCBDDA Procurement Regulations 2024 unless otherwise provided;q) "Primary Procurement Process" means the procurement process that results in concluding a Framework Agreement(s) with successful Bidder(s);r) "Secondary Procurement Process" means the |
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process described in the Framework Agreement and followed by a Procuring Agency to select a FA Supplier, and award a Call-off Contract for the provision of goods & services that is in accordance with regulation 56 of the PCBDDA Procurement Regulations 2024;

- s) "Single-Supplier Framework Agreement" means a Framework Agreement where only one Bidder (Supplier) concludes a Framework Agreement;
- t) "successful bidder" means the Bidder whose Bid has been evaluated and determined by the Procuring Agency as meeting the requirements and criteria set forth in the Bidding Documents which may result in the formation of a Framework Agreement;
- u) "FA Supplier" means a Bidder that has concluded a Framework Agreement through the Primary Procurement process may be considered for the award of a Call-off Contract (through Secondary Procurement Process), to provide the services as and when required through Call-off Contract;
- v) "Standstill Period" means means a period of seven days starting from the dispatch of a notice as required by regulation 35 during which the Authority cannot accept the successful bid and during which suppliers or contractors can challenge the decision.
- w) "Term" means the duration of a Framework Agreement starting on the Commencement Date;
- x) "Coercion" means where a supplier or contractor impairs or harms, or threatens to impair or harm, directly or indirectly, any party to the procurement proceedings or the property of the party to influence its actions to achieve a wrongful gain or to cause a wrongful loss;
- y) "Collusive Practice" means an arrangement between two or more suppliers or contractors to the procurement process or procurement contract, designed to achieve with or without

	<p>the knowledge of the Authority to establish prices at artificial, non-competitive levels for any wrongful gain;</p> <p>z) “Corrupt Practice” means where the supplier or contractor offers, gives, receives or solicits, directly or indirectly, anything of value to influence the acts of another party for wrongful gain;</p> <p>aa) “Fraudulent Practice” means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;</p> <p>bb) “Obstructive Practice” means where a supplier or contractor harms or threatens to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a procurement contract or deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements before the Authority 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 any rights provided for under the regulations.</p>
<p>3 Fraud and Corruption</p>	<p>3.1 The Procuring Agency requires that the Applicants / Bidders / Suppliers / Contractors, observe the highest standard of ethics during the procurement and execution of such agreements and contracts.</p> <p>3.2 The Bidders shall permit and shall cause their agents (whether declared or not), sub-contractors, sub-consultants, service providers, suppliers, and their personnel, to permit the Procuring Agency to inspect all accounts, records and other documents relating to any, Application / Bid submission, Primary Procurement process, Framework Agreement performance, Secondary</p>

	<p>Procurement process, and/or Call-off Contract performance (in the case of award of a Call-off Contract), and to have them audited by auditors appointed by the Procuring Agency.</p> <p>3.3 Any communications between the Bidder and the Procuring Agency related to matters of alleged corrupt and fraudulent practices must be made in writing or in electronic forms that provide record of the content of communication.</p> <p>3.4 Procuring Agency will reject a bid or proposal, if it is established that the Applicant or the Bidder was engaged in corrupt and fraudulent practices in competing for the contract. Procuring Agency may also declare the Bidder as blacklisted in accordance with PCBDDA Procurement Regulations 2024.</p>
<p>4 Eligible Bidders</p>	<p>4.1 A Bidder shall not have a conflict of interest. Any Bidder found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest for the purpose of this Bidding process, if the Bidder:</p> <ul style="list-style-type: none"> a) directly or indirectly controls, is controlled by or is under common control with another Bidder; b) receives or has received any direct or indirect subsidy from another Bidder; c) has the same legal representative as another Bidder; d) has a relationship with another Bidder, directly or through common third parties, that puts it in a position to influence the Bid of another Bidder, or influence the decisions of the Procuring Agency regarding this Primary Procurement process; e) or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Services that are the subject of the Bid; f) or any of its affiliates has been hired (or is proposed to be hired) by the Procuring Agency or Procuring Agency or Borrower in implementing the Framework Agreement or a Call-off Contract; or g) would be providing Goods, works, or non-consulting services resulting from, or directly related to consulting services for the

	<p>preparation or implementation of the project specified in Scope of work.</p> <p>h) that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or</p> <p>i) has a close business or family relationship with a professional staff of the Procuring Agency (or of the project implementing agency, or of a recipient of a part of the funds) who:</p> <p>j) are directly or indirectly involved in the preparation of the Prequalification Documents or Bidding Documents or specifications of the Framework Agreement or Call-off Contract and/or the Prequalification or Bid evaluation process of such Contract; or</p> <p>k) would be involved in the implementation or supervision of such Framework Agreement or Call-Off Contract, unless the conflict stemming from such relationship has been resolved throughout the Procurement Process, Bidding process during the execution of the Framework Agreement and/or Call-off Contract.</p>
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B. Contents of the Bidding Documents

FOR REFERENCE

<p>5 Sections of Bidding Documents</p>	<p>5.1 The Bidding documents consist of Parts 1 and 2 which include all sections, schedules, annexes and should be read in conjunction with any addenda issued in accordance with ITB 7.</p> <p>PART 1 - Bidding Procedures</p> <p>Section I - Instructions to Bidders (ITB)</p> <p>Section II - Bidding Data Sheet (BDS)</p> <p>Section III - Evaluation Criteria</p> <p>Section IV - Schedule of Requirements</p> <p>Section V – Bidding Forms</p> <p>PART 2 - Framework Agreement (FA)</p> <p>Section A: Framework Agreement General Provisions</p> <p>Section B: Framework Agreement Specific Provisions</p> <p>SCHEDULE 1: Schedule of Requirements</p> <p>SCHEDULE 2: Secondary Procurement Process</p> <p>SCHEDULE 3: Call-off Contract</p> <p>SCHEDULE 4: Secondary Procurement Forms</p> <p>5.2 Unless obtained directly from the Procuring Agency, the Procuring Agency is not responsible for the completeness of the documents, responses to requests for clarification, the Minutes of the pre-Bid meeting (if any), or addenda to the Bidding documents in accordance with ITB 6. In case of any contradiction, documents obtained directly from the Procuring Agency shall prevail.</p> <p>5.3 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding documents and to furnish with its Bid all information or documentation as is required by the Bidding documents.</p>
<p>6 Clarification of Bidding Documents</p>	<p>6.1 A Bidder requiring any clarification of the Bidding Documents shall contact the Procuring Agency in writing at the Procuring Agency’s address specified in the BDS. The Procuring Agency will respond in writing to any request for clarification, provided that such request is received prior to the deadline for submission of Bids within a period</p>

	<p>specified in the BDS. The Procuring Agency shall forward copies of its response to all Bidders who have acquired the Bidding documents., including a description of the inquiry but without identifying its source. If so specified in the BDS, the Procuring Agency shall also promptly publish its response at the web page identified in the BDS. Should the clarification result in changes to the essential elements of the Bidding documents, the Procuring Agency shall amend the Bidding documents following the procedure under ITB 7 and in accordance with provisions of ITB 18.2,</p> <p>6.2 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.</p> <p>6.3 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 been prequalified and 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 7. Non-attendance at the pre-Bid meeting will not be a cause for disqualification of a Bidder.</p>
<p>7 Amendment of Bidding Documents</p>	<p>7.1 At any time prior to the deadline for submission of Bids, the Procuring Agency may amend the Bidding documents by issuing addenda.</p> <p>7.2 Any Addendum issued shall be part of the Bidding documents and shall be communicated in writing to all who have obtained the Bidding documents from the Procuring Agency. The Procuring Agency shall also promptly publish the addendum on the Procuring Agency's web page in accordance with ITB 7.1</p>

	<p>Provided that a Bidder who had either already submitted their Bids or handed over the Bids to the courier prior to the issuance of any such addendum shall have the right to withdraw his already filed Bid and submit the revised Bid prior to the original or extended Bid submission deadline.</p> <p>7.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Procuring Agency may, at its discretion, extend the deadline for the submission of Bids, pursuant to ITB 18.2.</p> <p>Provided that the Procuring Agency shall extend the deadline for submission of Bid, if such an addendum is issued within last three (03) days of the Bid submission deadline.</p>
C. Preparation of Bids	
8 Cost of Bidding	<p>8.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid. 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>
9 Language of Bid	<p>9.1 The Bid as well as all correspondence and documents relating to the bid exchanged by the bidder and the Procuring Agency, shall be written in the English. Supporting documents and printed literature that are part of the Application may be in another language, provided they are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Application, the translation shall be given preference.</p>
10 Documents Comprising the Bid	<p>10.1 The Bid shall comprise the following:</p> <ul style="list-style-type: none"> a) Letter of Bid prepared in accordance with ITB 11. b) Authorization: written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 11. c) any other documents required in the BDS. <p>10.2 In addition to the requirements under ITB 5, Bids submitted by a JV shall include a copy of the Joint Venture agreement entered into by all members.</p>

	<p>10.3 The Bidder shall furnish in the Letter of Bid information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Bid.</p>
11 Letter of Bid	<p>11.1 The Letter of Bid shall be prepared using the relevant forms furnished in Section V (Bidding Forms). The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITB 16.3. All blank spaces shall be filled in with the information requested.</p>
12 Currencies of Bid and Payment	<p>12.1 Under the Secondary Procurement, the currency of the Bid and the currency of payments shall be the same. The Bidder shall quote in the Pak Rupees, unless otherwise specified in the BDS.</p>
13 Documents Establishing the Conformity of Goods	<p>13.1 To establish the conformity of the Goods and Related Services to the Bidding documents, the Bidder shall furnish as part of its Bid the documentary evidence that the Goods conform to the technical specifications and standards specified in Section IV (Schedule of Requirements).</p> <p>13.2 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to the technical specification, and if applicable, a statement of deviations and exceptions to the provisions of the Section IV (Schedule of Requirements).</p> <p>13.3 The Bidder shall also furnish a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period specified in the BDS following acceptance of the Goods by the Procuring Agency (if a Call-off Contract is awarded to the FA Supplier).</p> <p>13.4 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Procuring Agency in the Schedule of</p>

	<p>Requirements, are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Procuring Agency's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Section IV (Schedule of Requirements).</p>
<p>14 Documents Establishing the Eligibility and Qualifications of the Bidder</p>	<p>14.1 To establish Bidder's eligibility in accordance with ITB 4, Bidders shall complete the Letter of Bid, included in Section V (Bidding Forms).</p> <p>14.2 The Bidder shall provide documentary evidence of its qualifications to conclude a Framework Agreement and/or perform any Call-off Contracts if awarded, to the satisfaction of the Procuring Agency. This evidence shall include:</p> <p><u>(a)</u> if required in the BDS, a Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the form included in Section V (Bidding Forms) to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in the Procuring Agency's Country;</p> <p><u>(b)</u> if required in the BDS, in case of a Bidder not doing business within the Pakistan (or where the procurement is being made), the Bidder is, or will be, (if awarded the call off contract) represented by an Agent in the country, equipped and able to carry out the Supplier's maintenance, repair, and spare parts stocking obligations in respect of the Goods.</p>
<p>15 Period of Validity of Bids</p>	<p>15.1 Bids / Quotations shall remain valid for the Bid Validity period specified in the individual RFQs. The Bid Validity period starts from the date fixed for the Bid submission deadline (as prescribed by the Procuring Agency in accordance with ITB 18.1). A Bid valid for a shorter period shall be rejected by the Procuring Agency as non-responsive.</p> <p>15.2 In exceptional circumstances, prior to the expiration of the Bid validity period, the Procuring Agency may request Bidders to extend the period of validity of their Bids only</p>

	<p>once. The request and the responses shall be made in writing. A Bidder may refuse the request to extend the validity of their bids. A Bidder granting the request shall not be required or permitted to modify its Bid.</p>
<p>16 Format and Signing of Bid</p>	<p>16.1 The Bidder shall prepare one original of the documents comprising the Bid as described in ITB 10 and clearly mark it "ORIGINAL." In addition, the Bidder shall submit the number of copies of the Bid, as specified in the BDS and clearly mark them "COPY." In the event of any discrepancy between the original and the copies, the original shall prevail.</p> <p>16.2 Bidders shall mark as "CONFIDENTIAL" information in their Bids which is confidential to their business. This may include proprietary information, trade secrets, or commercial or financially sensitive information.</p> <p>16.3 The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person 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 where entries or amendments have been made shall be signed or initialed by the person signing the Bid.</p> <p>16.4 In case the Bidder is a JV, the Bid shall be signed by an authorized representative of the JV on behalf of the JV, and so as to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized representative.</p>
<p>D. Submission and Opening of Bids</p>	
<p>17 Sealing and Marking of Bids</p>	<p>17.1 The Bidder shall deliver the Bid in a single, sealed envelope. Within the single envelope, the Bidder shall place the following separate, sealed envelope:</p> <p>(a) in an envelope marked "ORIGINAL", all documents comprising the Bid, as described in ITB 10; and</p>

	<p>(b) in an envelope marked "COPIES", all required copies of the Bid; and,</p> <p>17.2 The inner and outer envelopes, shall:</p> <ul style="list-style-type: none"> (a) bear the name and address of the Bidder; (b) be addressed to the Procuring Agency as specified in BDS; (c) bear the specific identification of this Bidding process indicated in ITB 1.1; and (d) bear a warning not to open before the time and date for Bid opening. <p>17.3 If all envelopes are not sealed and marked as required, the Procuring Agency will assume no responsibility for the misplacement or premature opening of the Bid.</p>
<p>18 Deadline for Submission of Bids</p>	<p>18.1 Bids must be received by the Procuring Agency at the address and no later than the date and time specified in the BDS.</p> <p>18.2 If required in accordance with the provisions of ITB 6.3, the Procuring Agency will extend the deadline for the submission of Bids, in which case all rights and obligations of the Procuring Agency and the Bidder subject to the previous deadline shall thereafter be subject to the deadline as extended.</p>
<p>19 Late Bids</p>	<p>19.1 The Late Bids shall be processed as per the PBCDDA Procurement Regulations, 2024.</p>
<p>20 Withdrawal, Substitution, and Modification of Bids</p>	<p>20.1 A Bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization (the power of attorney) in accordance with ITB 16.3, (except that withdrawal notices do not require copies). The corresponding substitution or modification of the Bid must accompany the respective written notice. All notices must be:</p> <ul style="list-style-type: none"> (a) prepared and submitted in accordance with ITB 16 and ITB 17 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be

	<p>clearly marked "WITHDRAWAL," "SUBSTITUTION," or "MODIFICATION;" and</p> <p>(b) received by the Procuring Agency prior to the deadline prescribed for submission of Bids, in accordance with ITB 18.</p> <p>20.2 Bids requested to be withdrawn in accordance with ITB 20.1 shall be returned unopened to the Bidders.</p> <p>20.3 No Bid may be withdrawn, substituted, or modified 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 Letter of Bid or any extension thereof.</p>
<p>21 Maximum Number of parties to Framework Agreement</p>	<p>21.1 A maximum of Fifteen (15) parties can become part of the Open Framework Agreement at a time.</p> <p>21.2 If a Framework Agreement with any party is terminated within the course of the Contract, then applications from potential applicants shall be considered to become party to Open Framework Agreement.</p>
<p>E. Evaluation and Comparison of Bids</p>	
<p>22 Confidentiality</p>	<p>22.1 Information relating to the evaluation of Bids and recommendation to conclude a Framework Agreement(s), shall not be disclosed to Bidders or any other persons not officially concerned with the Bidding process until the Notification of Intention to conclude the Framework Agreement is transmitted to all Bidders in accordance with ITB 31.1.</p> <p>22.2 Any effort by a Bidder to influence the Procuring Agency in the evaluation or decision to conclude a Framework Agreement(s) may result in the rejection of its Bid.</p> <p>22.3 Notwithstanding ITB 22.2, from the time of Bid opening to the time of the Framework Agreement being concluded, if any Bidder wishes to contact the Procuring Agency on any matter related to the Bidding process, it should do so in writing.</p>
<p>23 Clarification of Bids</p>	<p>23.1 To assist in the examination, evaluation, comparison of Bids, and qualification of</p>

	<p>Bidders, the Procuring Agency may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder in respect to its Bid and that is not in response to a request by the Procuring Agency shall not be considered. The Procuring Agency's request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease, in the substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of errors discovered by the Procuring Agency in the Evaluation of the Bids.</p> <p>23.2 If a Bidder does not provide clarifications of its Bid by the date and time set in the Procuring Agency's request for clarification, its Bid may be rejected.</p>
<p>24 Deviations, Reservations, and Omissions</p>	<p>24.1 During the evaluation of Bids, the following definitions apply:</p> <ul style="list-style-type: none"> (a) "Deviation" is a departure from the requirements specified in the Bidding documents; (b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding documents; and (c) "Omission" is the failure to submit part or all of the information or documentation required in the Bidding documents.
<p>25 Determination of Responsiveness</p>	<p>25.1 The Procuring Agency's determination of a Bid's responsiveness is to be based on the contents of the Bid itself, as defined in ITB 10.</p> <p>25.2 A substantially responsive Bid is one that meets the terms and conditions, and the requirements of the Bidding documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:</p> <ul style="list-style-type: none"> (a) If accepted, would: <ul style="list-style-type: none"> (i) affect in any substantial way the scope, quality, or performance of the Services specified in the Framework Agreement; or

	<p>(ii) limit in any substantial way, inconsistent with the Bidding documents, the Procuring Agency's rights or the Bidder's obligations under the Framework Agreement; or</p> <p>(b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive Bids.</p> <p>25.3 The Procuring Agency shall examine the Bids submitted in accordance with ITB 13 and ITB 14, in particular, to confirm that all requirements of Section IV (Schedule of Requirements) have been met without any material deviation or reservation, or omission.</p> <p>25.4 If a Bid is not substantially responsive to the requirements of Bidding documents, it shall be rejected by the Procuring Agency and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.</p>
26 Non-conformities, Errors and Omissions	<p>26.1 Provided that a Bid is substantially responsive, the Procuring Agency may waive any minor non-conformities in the Bid.</p> <p>1.1 Provided that a Bid is substantially responsive, the Procuring Agency may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify non-material non-conformities or omissions in the Bid related to documentation requirements. Such omission shall not be related to any such aspect that apparently or potentially affects the ranking of the Bidder or the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.</p>
27 Evaluation of Bids	<p>27.1 The Procuring Agency shall use the criteria and methodologies listed in this ITB and Section III - Evaluation Criteria in deciding to conclude a Framework Agreement(s). No other evaluation criteria or methodologies shall be permitted.</p>
28 Qualification of the Bidder(s)	<p>28.1 The Procuring Agency may ask the Bidders to establish that their qualification still establishes as determined during prequalification process,</p>

	and ask for any documentary evidence for such assurance. A negative determination shall result in disqualification of the Bid.
29 Procuring Agency's Right to Accept or Reject All Bids	29.1 The Procuring Agency reserves the right to accept or reject all the Bids, and to annul the Bidding process at any time, without thereby incurring any liability to the Bidders.
30 Standstill Period	30.1 The Framework Agreement(s) shall not be concluded earlier than the expiry of the Standstill Period. The Standstill Period shall be seven (7) Days. The Standstill Period commences the day after the date the Procuring Agency has transmitted to each Bidder the Notification of Intention to Conclude a Framework Agreement. Where only one Bid is submitted, or if this Primary Procurement process is in response to an emergency, the Standstill Period shall not apply.
31 Notification of Intention to Conclude a Framework Agreement	31.1 The Procuring Agency shall send to each successful bidder, the Notification of Intention to Conclude a Framework Agreement. The Notification(s) of Intention to Conclude shall contain, at a minimum, the following information: <ul style="list-style-type: none"> (a) the name and address of the Bidder(s) submitting the successful Bid(s); (b) the names of all Bidders who submitted Bids, and their Bid prices, or pricing mechanism(s), as readout, and as evaluated; (c) a statement of the reason(s) the Bid (of the unsuccessful Bidder to whom the Notification on Intention to Conclude a Framework Agreement(s) is addressed) was unsuccessful; (d) the expiry date of the Standstill Period; (e) instructions on how to request a debriefing and/or submit a complaint during the Standstill Period.
F. Conclusion of a Framework Agreement	
32 Notification to Conclude a Framework Agreement	32.1 This is an Open Framework Agreement.

	<p>32.2 Prior to the expiration of the Bid Validity Period and upon expiry of the Standstill Period, specified in ITB 30.1 or any extension thereof, and upon satisfactorily addressing a complaint that has been submitted within the Standstill Period, the Procuring Agency shall transmit to the successful Bidder(s) a Notification to Conclude a Framework Agreement, attaching the Framework Agreement for signature by the Bidder.</p>
33 No Obligation to Purchase	<p>33.1 The conclusion of a Framework Agreement shall not impose any obligation on the Procuring Agency to procure any services under the Framework Agreement.</p>
34 Non-exclusivity	<p>34.1 This Primary Procurement process is non-exclusive, and the Procuring Agency reserves the right to procure the Services from other suppliers who are not FA Suppliers.</p>
35 Signing the Framework Agreement	<p>35.1 The Bidder shall sign, date and return the Framework Agreement within fifteen (15) days of receipt of the same.</p>
36 Publication of the Conclusion of Framework Agreement Notice	<p>36.1 Within ten (10) Days of transmission to the successful Bidder(s) of the Notification(s) to Conclude a Framework Agreement(s) as per ITB 32.1, the Procuring Agency shall publish the Conclusion of Framework Agreement Notice which shall contain, , the following information:</p> <ul style="list-style-type: none"> (a) name and address of the Procuring Agency, and if applicable, all participating Procuring Agencies; (b) name and reference number of the Framework Agreement being concluded, and the selection method used; (c) names of all Bidders that submitted Bids, and as evaluated; (d) names of all Bidders whose Bids were rejected either as nonresponsive or as not meeting qualification criteria, or were not evaluated, with the reasons therefor; and

		(e) the name(s) of the successful Bidder(s), the duration of Framework Agreement(s), and a summary of its scope.
37 Grievance Mechanism	Redressal	<p>37.1 Procuring agency shall constitute a Grievance Redressal Committee (GRC) comprising of odd number of person with proper power and authorization to address the complaint. The GRC shall not have any of the members of Procurement Evaluation Committee.</p> <p>37.2 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 Regulation 26, and the same shall be addressed by the GRC well before the proposal submission deadline.</p> <p>37.3 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 Regulation and the same shall be addressed by the GRC well before the proposal submission deadline.</p> <p>37.4 Any Bidder feeling aggrieved by the Evaluation results shall lodge a written complaint within 03 days of the announcement of evaluation results. In case, the complaint is filed after the issuance of the final evaluation report during the standstill period, the complainant cannot raise any objection on technical evaluation of the report.</p> <p>37.5 The GRC shall investigate and decide upon the complaint within fifteen days of receipt of the complaint. Mere fact of lodging of a complaint shall not warrant suspension of the procurement process.</p>
38 Addition of Parties to the Framework Agreement		<p>38.1 The suppliers or contractors may apply to become a party or parties to the framework agreement at any time during its operation by presenting indicative submissions to the Procuring Agency in compliance with the requirements of the invitation to become a party to the open framework agreement.</p> <p>38.2 The Procuring Agency shall examine all indicative submissions received during the period of operation of the framework agreement within a maximum of forty-five (45) working days in accordance with the procedures set out in the</p>

	<p>invitation to become a party to the open framework agreement.</p> <p>38.3 The framework agreement shall be concluded with all qualified suppliers or contractors that presented submissions unless their submissions have been rejected on the grounds specified in the invitation to become a party to the open framework agreement or the maximum limit of qualified suppliers or contractors has been reached.</p> <p>38.4 The Completion period of framework agreement shall be in accordance with original Framework agreement.</p> <p>38.5 Maximum numbers of Framework agreement against each lot as defined in ITB 21.</p>
G. Secondary Procurement Process for awarding a Call-off Contract	
39 Method and criteria for award of Call-off Contract	<p>39.1 The Secondary Procurement method for selecting an FA Supplier and awarding a Call-off Contract is detailed in the Framework Agreement (see Schedule 2: Secondary Procurement).</p> <p>39.2 To participate in a Secondary Procurement and be awarded a Call-off Contract, FA Suppliers must maintain their qualification and eligibility, and shall continue to meet the criteria stipulated in these Bidding Documents.</p> <p>39.3 At the Secondary Procurement stage and during the award of a Call-off Contract, the Procuring Agency may request evidence of the FA Supplier's continued qualification and eligibility.</p>
H. Blacklisting Mechanism	
40 Blacklisting Mechanism	<p>40.1 The Authority may, for a specified period or permanently, debar and blacklist a supplier or contractor from participating in any procurement process of the Authority, if the supplier or contractor:</p> <ul style="list-style-type: none"> a. acts in a manner detrimental to the public interest or good practices; b. consistently fails to perform its obligations under the Framework Agreement c. provides false, fabricated or materially incorrect information. <p>40.2 The Authority may, on its own motion, or information provided by any party carry out an</p>

	<p>enquiry to determine, whether there is sufficient cause for blacklisting a supplier or contractor.</p> <p>40.3 Where the Authority is <i>prima facie</i> satisfied that such a cause exists based on its enquiry, it shall serve a show-cause notice to the supplier or contractor containing the precise allegation, the maximum penalty that the Authority intends to impose and the time within which the supplier or contractor is required to submit its reply which shall not be less than seven (7) days from the date of issuing the show cause notice.</p> <p>40.4 Irrespective of whether the supplier or contractor submits its defence to the show-cause notice, the Authority shall conduct a hearing giving the supplier or contractor to explain its position. Notice of hearing shall be given in writing containing the date, time and venue of hearing which shall not be less than seven (7) days from the date of issuing the notice of hearing.</p> <p>40.5 The Authority shall decide the matter within fifteen (15) days of hearing giving reasons for its decision. The Authority may either drop the charges against the supplier or contractor or impose any of the following punishments:</p> <ol style="list-style-type: none"> a. blacklisting; b. temporary debarment from participation in procurement proceedings; <p>40.6 The blacklisting and debarment will apply to the procurement carried out by the Authority.</p> <p>40.7 Nothing contained in this paragraph shall restrict the right of the Authority to communicate its decision to any other procuring entity, regulator or authority established by or under the law for publication of the blacklisting or debarment order on its website and for passing of appropriate orders to blacklist or debar the supplier or contractor from participating.</p>
<p>41 Party to Open Framework Agreement</p>	<p>41.1 The Procuring Agency may publish, after specified period mentioned in the BDS, invitation to become a party to the open framework agreement and shall in addition ensure unrestricted, direct and full access to the terms and conditions of the framework agreement and to any other necessary information relevant to its operation.</p>

Section II - Bid Data Sheet (BDS)

The following specific data for the Services to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions in the **BDS** shall prevail over those in ITB.

ITB 1.1	<p>Procurement Title: Hiring of Event Management Firms under Open Framework Agreement.</p> <p>Term of Framework Agreement The Framework Agreement shall be for a Term of Three (03) years from the commencement date stated in the Framework Agreement.</p>
ITB 1.1	<p>Final Destination/s (Project Sites) will be specified in each Call-off Contract awarded under the Framework Agreement. If the final destination is different from the named place of destination for delivery, the Procuring Agency will pay the Supplier the reasonable costs for inland transportation.</p>
ITB 1.2 (j) & 21	<p>Multi-Supplier Framework Agreement This Primary Procurement intends to conclude a Multi-Supplier Framework Agreement. <u>Framework Agreement panel – minimum number (3)</u> The Procuring Agency intends to conclude a Framework Agreements with a minimum number of Bidders for each Lot. The minimum number for each lot is three (03). <u>Framework Agreement panel – maximum number (15)</u> The Procuring Agency, will conclude Framework Agreements for each Lot up to a maximum number of (15) qualified bidders with substantially responsive bids. The top ten firms scoring the most marks shall be made part of the Framework Agreement Panel.</p>
ITB 5.1	<p>For clarification of Bid purposes only, the Procuring Agency's address is:</p> <p>Director Procurement PUNJAB CENTRAL BUSINESS DISTRICT DEVELOPMENT AUTHORITY CBD Complex (Ex Walton Airport) Lt (Navy), Yasir Shaheed Road, Lahore Telephone: 042-99058800 Email: procurement@cbdpunjab.gov.pk</p> <p>Requests for clarification should be received by the Procuring Agency no later than: three (03) Days before the deadline for submission of Bids.</p>
ITB 5.2	Pre-Bid meeting will not be held.
ITB 11.1	The Currency in Secondary Procurement is Pakistani Rupees.
ITB 14.1	The Bid validity period in Secondary Procurement shall be Ninety (90) days.
ITB 16.1	In addition to the original of the Bid, the number of copies to be delivered to the Procuring Agency is Nil copies.
ITB 16.3	The written confirmation of authorization to sign on behalf of the Bidder shall be as per Bid Form 4.
ITB 18.1	For Bid submission purpose only, the Procuring Agency's address is: <i>[This address may be the same as or different from that specified under ITB 5.1 for</i>

clarifications]

Director Procurement

PUNJAB CENTRAL BUSINESS DISTRICT DEVELOPMENT AUTHORITY

CBD Complex (Ex Walton Airport) Lt (Navy), Yasir Shaheed Road, Lahore

Telephone: 042-99058800

Email: procurement@cbdpunjab.gov.pk

FOR REFERENCE ONLY

Section III - Evaluation and Qualification Criteria

MANDATORY CRITERIA

- Valid NTN, PST Registration.
- Audited Financial Statements of Last Financial Year i.e. FY 2023. Income Tax Returns in case of Sole Proprietor or AOP.
- The firm must be Lahore Based. Complete Organogram of Lahore Office must be attached with CV's of managerial staff and above.
- Minimum five (05) years of existence of the firm. (To be calculated from date of registration of firm from a relevant body)
- Undertaking on a stamp paper of Rs. 300 that firm is not blacklisted, correctness of information and pending litigation.

Note: Firm / Company not fulfilling the mandatory criteria will be characterized as **NOT - ELIGIBLE** and will not participate in the further evaluation process.

TECHNICAL EVALUATION CRITERIA

- **General Experience (20 Marks)**

S. No.	No of years' existence (Incorporation of firms from relevant authority in number of years) (Attach Evidence)	Total Marks 20
1	Maximum Marks for 10 Years of Existence. Proportionate Marks for less than 10 years of existence. 00 Marks for Existence less than 05 years.	20

- **Specific Experience (20 Marks)**

Sr. No.	Experience of Similar Assignments (The applicant must attach Purchase Orders, Contracts or Performance Certificates for verifications)	Total Marks 20
1	Maximum five (05) Government / Semi Government Clients for VIP / VVIP Events (02 marks for each assignment) Maximum five (05) Corporate Sector Clients VIP / VVIP Events (02 marks for each assignment)	20

- **Human Resource (20 Marks)**

Sr. No.	Technical/Managerial Resource (Provide detailed CV & evidence of engagement / collaboration with personnel)		Total Marks 20
	Expert	Relevant Experience	Marks
1	Operations Manager	Min. 05 Years of Experience	10
2	Client Services Manager	Min. 05 Years of experience	10

- **Average Annual Turnover in PKR of Organization of last Financial Year (20 Marks)**

Sr. No.	Last FY 2023 Audited Financial Statement or Income Tax Return (Attach Audited Financial Statement or Income Tax Return for FY 2023.)	Total Marks 20
1	Full Marks for Annual Turnover of FY 2023 of PKR 100 million. Proportionate Marks for Annual Turnover less than PKR 100 million.	20

- **Written Brief (20 Marks)**

Sr. No.	Brief	Total Marks 20
1	Detailed Brief detailing the staff, equipment, working capabilities, past experience and brief on what benefits does PCBDDA attain by working with the Event Management Firm. Also include brief on the In House Facilities of the Event Management Firm	20

Total Marks: 100 %

Passing Marks: 65 %

FOR REFERENCE ONLY

Section IV – Schedule of Requirements

- **Event Management for Local Events:**

VIP & VVIPs Event and General Event for 100, 250 & 500 persons etc., as per protocols. The Event Management may have to arrange event halls, advertisement, tent setup for open air events for inauguration / launch or campaign events.

FOR REFERENCE ONLY

Section V – Bid Forms

1. Letter of Bid

Director Procurement
Punjab Central Business District Development Authority
CBD Complex (Ex Walton Airport) Lt (Navy),
Yasir Shaheed Road,
Lahore

Subject: **Framework Agreement – []**
Date of this Bid submission: *[insert date (as day, month and year) of Bid submission]*
Request for Bid No.: *[insert identification]*

1. We have examined and have **no reservations** to the Bidding Documents, including addenda issued in accordance with Instructions to Bidders (**ITB 6**). We meet the eligibility requirements and have no conflict of interest in accordance with **ITB 3**. If we conclude a Framework Agreement, the Goods and Related Services that we may supply under a Call-off Contract awarded under the Framework Agreement, shall be sourced from an eligible country.
2. We have neither been suspended nor declared ineligible by the Procuring Agency(s) based on execution of a Bid-Securing Declaration or Proposal-Securing Declaration in Pakistan.
3. We offer to supply, in conformity with the Bidding Documents and in accordance with Section IV- Schedule of Requirements, Event Management Services under Open Framework Agreement.
4. Our Bid shall be valid for the period specified in **BDS 14.1** (as amended, if applicable) from the date fixed for the Bid submission deadline specified in **BDS 21.1** (as amended, if applicable), and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
5. If our Bid is accepted and we conclude a Framework Agreement, we understand that we may be required, as a condition of a subsequent Call-off Contract, to obtain a performance security (or guarantee);
6. We are not submitting any other Bid(s) as an individual Bidder, and we are not participating in any other Bid(s) as a Joint Venture member, or as a subcontractor.
7. We understand that there is no obligation on the Procuring Agency/Procuring Agency(s) to procure any Services from any FA Supplier during the Term of the Framework Agreement.

8. We confirm that no undertaking or any form of statement, promise, representation or obligation has been made by the Procuring Agency/Procuring Agency in respect of the total quantities or value of the Goods that may be ordered by it, or any participating Procuring Agency(s), in accordance with this Framework Agreement. We acknowledge and agree that we have not submitted this Bid on the basis of any such undertaking, statement, promise or representation.
9. In relation to this Primary Procurement, we understand that procuring agency may cancel the procurement process and reject all bid without assigning any reason.
10. We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption.

Name of the Bidder: *[insert complete name of the Bidder]

Name of the person duly authorized to sign the Bid on behalf of the Bidder: **[insert complete name of person duly authorized to sign the Bid]

Title of the person signing the Bid: [insert complete title of the person signing the Bid]

Signature of the person named above: [insert signature of person whose name and capacity are shown above]

Date signed [insert date of signing] **day of** [insert month], [insert year]

2. Bidder Information Form

Primary Procurement - Framework Agreement Goods

Date: *[insert date (as day, month and year) of Bid submission]*

IFP No.: *[insert number of IFP process]*

Page _____ of _____ pages

1. Bidder's Name <i>[insert Bidder's legal name]</i>
2. In case of JV, legal name of each member: <i>[insert legal name of each member in JV]</i>
3. Bidder's actual or intended country of registration: <i>[insert actual or intended country of registration]</i>
4. Bidder's year of registration: <i>[insert Bidder's year of registration]</i>
5. Bidder's Address in country of registration: <i>[insert Bidder's legal address in country of registration]</i>
6. Bidder's Authorized Representative Information Name: <i>[insert Authorized Representative's name]</i> Address: <i>[insert Authorized Representative's Address]</i> Telephone/Fax numbers: <i>[insert Authorized Representative's telephone/fax numbers]</i> Email Address: <i>[insert Authorized Representative's email address]</i>
7. Attached are copies of original documents of <i>[check the box(es) of the attached original documents]</i> <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITB 3.4 . <input type="checkbox"/> In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB 3.1 . <input type="checkbox"/> Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

3. Bidder's JV Members Information Form

Primary Procurement - Framework Agreement Goods

[The Bidder shall fill in this Form in accordance with the instructions indicated below. The following table shall be filled in for the Bidder and for each member of a Joint Venture]].

Date: *[insert date (as day, month and year) of Bid submission]*
 IFP No.: *[insert number of IFP process]*
 Page _____ of _____ pages

1. Bidder's Name: <i>[insert Bidder's legal name]</i>
2. Bidder's JV Member's name: <i>[insert JV's Member legal name]</i>
3. Bidder's JV Member's country of registration: <i>[insert JV's Member country of registration]</i>
4. Bidder's JV Member's year of registration: <i>[insert JV's Member year of registration]</i>
5. Bidder's JV Member's legal address in country of registration: <i>[insert JV's Member legal address in country of registration]</i>
6. Bidder's JV Member's authorized representative information Name: <i>[insert name of JV's Member authorized representative]</i> Address: <i>[insert address of JV's Member authorized representative]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers of JV's Member authorized representative]</i> Email Address: <i>[insert email address of JV's Member authorized representative]</i>
7. Attached are copies of original documents of <i>[check the box(es) of the attached original documents]</i> <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 3.4 .
8. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

4. Power of Attorney

(On Stamp Paper of PKR 300)

Know all men by these presents, we (name of the company and address of the registered office) do hereby appoint and authorize Mr. (full name and residential address) who is presently employed with us and holding the position of as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our proposal for (name of the project) in response to the tenders invited by the (name of the Purchaser) including signing and submission of all documents and providing information/responses to (name of the Purchaser) in all matters in connection with our Bid.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

Dated this ____ day of _____ 20__

For _____

(Signature)
(Name, Designation and Address)
Accepted

(Signature)
(Name, Title and Address of the Attorney)
Date:

FOR REFERENCE ONLY

5. Bid Securing Declaration

[The Bidder shall fill in this Form in accordance with the instructions indicated.]

Date: *[insert date (as day, month and year)]*

Bid No.: *[insert number of Bidding process]*

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

To: *[insert complete name of Procuring Agency]*

We, the undersigned, declare that:

We understand that, according to your conditions, Bids must be supported by a Bid Securing Declaration.

We accept that we will be blacklisted and henceforth cross debarred for participating in respective category of public procurement proceedings for a period of (not more than) six months, if fail to abide with a bid securing declaration, however without indulging in corrupt and fraudulent practices, if we are in breach of our obligation(s) under the Bid conditions, because we:

- (a) have withdrawn or modified our Bid during the period of Bid Validity specified in the Form of Bid;
- (b) Disagreement to arithmetical correction made to the Bid price; or
- (c) having been notified of the acceptance of our Bid by the Procuring Agency during the period of Bid Validity, (i) failure to sign the contract if required by Procuring Agency to do so or (ii) fail or refuse to furnish the Performance Security or to comply with any other condition precedent to signing the contract specified in the Bidding Documents.

We understand this Bid Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) twenty-eight (28) days after the expiration of our Bid.

Signed: *[insert signature of person whose name and capacity are shown]* In the capacity of *[insert legal capacity of person signing the Bid Securing Declaration]*

Name: *[insert complete name of person signing the Bid Securing Declaration]*

Duly authorized to sign the Bid for and on behalf of: *[insert complete name of Bidder]*

a) _____ Dated on _____ day
of _____, _____ *[insert date of signing]*

b)
Corporate Seal (where appropriate)

6. Undertaking

(This should be written in the Rs.300 Stamp Paper)

We, the undersigned, hereby offer to provide (*Insert Procurement Name*) required by Punjab Central Business District Development Authority (PCBDDA) in accordance with its Bidding Document due for opening on July 24, 2024.

We are hereby submitting our Bid and we hereby declare that:

- a) All the information and statements made in this Bid/Proposal are true and we accept that any misrepresentation contained in it may lead to our disqualification;
- b) We are currently not on the removed/blacklisted or suspended by any procuring agency of Pakistan or by any regulatory body in Pakistan and has no dispute with any Government Organization.
- c) We, do not have any pending litigation/arbitration/bankruptcy proceeding (other than the litigation declared alongside this form) with any government department/public sector undertaking/ private sector entity/or any other agency for which we have executed/ undertaken the works/services during the last 3 years.

We agree to abide by the terms and conditions of the Pre-Qualification Document and in addition to the conditions we also agree to abide by all the special instructions mentioned in Pre-Qualification Document. We also hereby categorically confirm that we are fully capable to provide services of external auditors as laid down in the terms of reference

We fully understand and recognize that PCBDDA is not bound to accept this Bid/Proposal that we shall bear all costs associated with its preparation and submission, and that PCBDDA will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the evaluation.

We remain,
Yours sincerely,
Authorized Signature and Stamp [*In full and initials*]: _____
Name, ID Card No. and Title of Signatory: _____
Name of Firm: _____
Contact Details: _____

I. **WITNESS**

Signature: _____
Designation & ID Card No. _____

PART 2 – Framework Agreement

FOR REFERENCE ONLY

Framework Agreement

This Framework Agreement is made for the provision of event management services *on the [insert: number] day of [insert: month], [insert: year]*

between

Punjab Central Business District Development Authority hereinafter referred to as the "Procuring Agency") of the First Part and *[insert name of the Supplier]*, a firm having its registered office [] (hereinafter called the "Supplier") of the Second Part (hereinafter referred to individually as "Party" and collectively as the "Parties").

This Framework Agreement is subject to the provisions described in the Sections and Schedules listed below, including any amendments made therein from time to time.

This Framework Agreement concludes a standing offer by the Supplier to supply the specified Goods to the Procuring Agency during the Term of the Framework Agreement, as and when the Procuring Agency wishes to purchase them, through a Call-off Contract.

The following documents shall be deemed to form and be read and construed as part of this Framework Agreement and, where indicated, to any Call-off Contract awarded under this Framework Agreement.

- Section A: Framework Agreement General Provisions
- Section B: Framework Agreement Specific Provisions
- Schedule 1: Schedule of Requirements
- Schedule 2: Price Schedules
- Schedule 3: Secondary Procurement
- Schedule 4: Call-off Contract

IN WITNESS whereof, the Parties to this Framework Agreement have caused this Framework Agreement to be executed in accordance with the laws of Pakistan on the day, month and year indicated above.

"For and on behalf of the Procuring Agency:"

For Punjab Central Business
District Development Authority:

For M/s *[name of the Supplier]*

Signature
Name:
Designation:

Signature
Name:
Designation:

WITNESSES

Signature: _____
CNIC #: _____
Name: _____

Signature: _____
CNIC #: _____
Name: _____

**Section A: Framework Agreement General
Provisions (FAGP)**

FOR REFERENCE ONLY

Section A

Framework Agreement General Provisions (FAGP)

1. Definitions

1.1 The following words and expressions shall have the meanings hereby assigned to them

- a) “Business Day” is any day that is an official working day of the Procuring Agency. It excludes the Procuring Agency’s official public holidays.
- b) “Call-off Contract” is a contract awarded under a Framework Agreement, through a Secondary Procurement process, for the supply of Goods, and any Related Services.
- c) “Commencement Date” _____ is the date this Framework Agreement is signed by both parties, being the commencement of the Term.
- d) “Contract Documents” means the documents listed in the Call-off Contract, including any amendments thereto.
- e) “Contract Price” is the price payable to the Supplier as specified in the Call-off Contract, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.
- f) “Day” means calendar day.
- g) “Goods” means all goods, materials, items, commodities, raw material, machinery, equipment, and/or other materials, as specified in the FA Specific Provisions, that the Supplier is required to supply to the Procuring Agency under a Call-off Contract. Where appropriate, for the purpose of interpretation, the definition for Goods includes Related Services.
- h) “In Writing” means communicated or recorded in written form. It includes, for example: mail, e-mail, fax.
- i) “Related Services” means the services incidental to the supply of the Goods, such as insurance, installation, training, initial maintenance and other such obligations of the Supplier, as defined in Scope of work.
- j) “Secondary Procurement” is the method used to select a Supplier and award a Call-off Contract under this Framework Agreement.
- k) “Single-User Framework Agreement” means a Framework Agreement where there is only one Procuring Agency, as specified in the FA Specific Provisions.
- l) “Supplier” means the person, private or government entity, or a combination of the above, who has concluded a Framework Agreement to supply to a Procuring Agency, from time to time, and as and when required, the Goods, and, if applicable, Related Services, under a Call-off Contract.

- m) "Term" means the duration of this Framework Agreement as described in the FA Specific Provisions starting from the Effective Date. Where applicable, it includes any extension(s) to the initial Term, if permitted in the FA Specific Provisions.

2. Framework Agreement Documents

- 2.1 This Framework Agreement (FA) shall be read as a whole. Where a documents is incorporated by reference into this Framework Agreement, it shall be deemed to form, and be read and construed, as part of this Framework Agreement.
- 2.2 This Framework Agreement comprises the documents specified in the **FA Specific Provisions**.

3. Award of Call-off contract

- 3.1 The Secondary Procurement method for selecting an FA Supplier and awarding a Call-off Contract is detailed in the Framework Agreement (see Schedule 2: Secondary Procurement). To participate in a Secondary Procurement and be awarded a Call-off Contract, FA Suppliers must maintain their qualification and eligibility, and shall continue to meet the criteria stipulated in these Bidding Documents. At the Secondary Procurement stage and during the award of a Call-off Contract, the Procuring Agency may request evidence of the FA Supplier's continued qualification and eligibility.

4. Evaluation Criteria for Secondary Procurement for awarding a Call-off contract

- 4.1 Proposals will be evaluated on the basis of the financial quotations. The firm quoting the lowest rates shall be awarded the Call off Contract. Any other evaluation criterion shall be made of the Request for Quotation.

5. Revisions of Terms and Conditions of Procurement through second-stage competition

- 5.1 The terms and conditions of procurement under this Framework Agreement may be revised through the Secondary Procurement process.
- 5.2 Any revisions shall remain within the maximum limits or deviations specified in the Framework Agreement Specific Provisions (FASP) and shall not fundamentally alter the nature or overall scope of the Framework Agreement or the Call-off Contract.

6. Supplier's obligations

- 6.1 The Supplier shall offer to provide (standing offer) to the Procuring Agency, the Services, described in the Framework Agreement Schedule 1: Schedule of Requirements, for the Term of this Framework Agreement, in accordance with the terms and conditions stipulated in this Framework Agreement.
- 6.2 During the Term of the Framework Agreement, the Supplier shall continue to be eligible and qualified, and the Services shall continue to be eligible, as per the

qualification and eligibility criteria stipulated in the Primary Procurement process and the provisions of sub-paragraphs 3a. to 3c. below The Supplier shall notify the Procuring Agency immediately, in writing, if it ceases to be qualified and/or ceases to be eligible.

- 6.3 The Supplier undertakes to provide the services under a Call-off Contract. The Services supplied shall be:
- a) as specified in the Framework Agreement, Schedule 1: Schedule of Requirements,
 - b) at the Contract Price specified in the Call-off Contract and
 - c) in such quantities, at such times and to such locations as specified in the Call-off Contract.
- 6.4 The Supplier agrees that the Call-off Contract, General Conditions of Contract set out in the Framework Agreement, and Call-off Contract Special Conditions of Contract set out in a Call-off Contract, shall apply to the provision of services.

7. Continued Qualification and Eligibility

- 7.1 The Supplier, shall continue to have the nationality of an eligible country as specified in the **FA Specific Provisions**. A Supplier or subcontractor, shall be deemed to have the nationality of a country if the Bidder is constituted, incorporated or registered in, and operates in conformity with, the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be.
- 7.2 All Goods and Related Services to be supplied under a Call-off Contract shall continue to have their origin in eligible Countries as specified in the **FA Specific Provisions**. For the purpose of this provision, origin means the country where the Goods have been grown, mined, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components. Ineligible Countries, if any, are listed in the **FA Specific Provisions**.
- 7.3 To continue to be eligible the Supplier shall not have been sanctioned by pursuant to the Anti-Corruption Law, and in accordance with its prevailing sanctions policies and procedures as set forth by the Public Procurement Regulatory Framework as described in Section B, Framework Agreement General Provisions. Where the Supplier has been so sanctioned it will be ineligible for the duration of the period of time as determined by the Procuring Agency or Public Procurement Regulatory Authority.

7.4 The Procuring Agency may require, during the Term of the Framework Agreement, evidence of the Supplier's continued qualification and eligibility, and the Goods continued eligibility. Failure to provide such evidence, as requested, may result in the Supplier being disqualified from participating in a Secondary Procurement process, and/or being awarded a Call-off Contract, and/or the termination of the Framework Agreement.

8. Term

8.1 This Framework Agreement shall commence on the Commencement Date and, unless terminated earlier in accordance with the provisions of this Framework Agreement, or the general law, shall continue until the end of the Term specified in the **FA Specific Provisions**.

8.2 Where permitted in the **FA Specific Provisions**, the Term may be extended (subject to the condition that the total duration of the framework agreement shall not exceed three year), at the Procuring Agency's sole discretion, and where there has been satisfactory performance by the Supplier. To extend the Term, the Procuring Agency shall give the Supplier no less than three (3) months' notice, In Writing, prior to the date on which the Framework Agreement would otherwise have expired.

9. Representative

9.1 The representatives for each party, who shall be the primary point of contact for the other party in relation to matters arising from this Framework Agreement, are specified in the **FA Specific Provisions**. Should the representative be replaced, the party replacing the representative shall promptly inform the other party In Writing of the name and contact details of the new representative. Any representative appointed shall be authorized to make decisions on the day to day operation of the Framework Agreement.

10. Role of Procuring Agency

10.1 The role of PA is to manage and administer the Framework Agreement(s). The Procuring Agency is responsible for all matters pertaining to the Framework Agreement including, for example, amendments, suspension and termination of the Framework Agreement. For matters relating to individual Call-off Contracts, all communications, including notices, must be made to the Procuring Agency named in the Call-off Contract.

11. Contract Price

11.1 The Contract Price for each Call-off Contract shall be determined as specified in the **FA Specific Provisions**.

12. Performance Security (or Guarantee)

12.1 The Procuring Agency may require a Performance Security (or guarantee) from the Supplier in relation to the performance of a specific Call-off Contract. In this event, the Supplier shall comply with the relevant provisions relating to Performance Security (or guarantee) contained in the Call-off Contract Special Conditions of Contract.

13. Language

13.1 This Framework Agreement, and any Call-off Contract, as well as all correspondence and documents relating to this Framework Agreement, and any Call-off Contract, exchanged by the Procuring Agency and Supplier, shall be written in the English language. Supporting documents and printed literature that are part of this Framework Agreement, and any Call-off Contract, may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified, in which case, for purposes of this Framework Agreement, and any Call-off Contract, this translation shall govern.

13.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.

14. Notices

14.1 Any notice given by one party to the other pursuant to this Framework Agreement shall be in Writing to the address specified in the **FA Specific Provisions**. A notice shall be effective when delivered, or on the notice's effective date, whichever is later.

15. Fraud and Corruption

15.1 The Procuring Agency requires the Supplier to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the Primary or Secondary Procurement process or execution of a Call-off Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.

16. Records, inspections and audit

16.1 The Supplier shall keep, and shall make all reasonable efforts to cause its subcontractor(s), if any, to keep, accurate and systematic accounts and records in respect of this Framework Agreement, the Goods, and any Call-off Contract, in such form and details as will clearly identify relevant time changes and costs.

17. Confidential Information

17.1 The Procuring Agency and the Supplier shall keep confidential and shall not, without the consent In Writing from the other, divulge to any third party any documents, data, or other information furnished directly or indirectly by either party in connection with the Framework Agreement.

17.2 The obligation of a party under **FAGP 14. 1.** above, shall not apply to information that:

- (a) now, or in future, enters the public domain through no fault of that party
- (b) can be proven to have been possessed by that party at the time of disclosure
- (c) and which was not previously obtained, directly or indirectly, from the other party
- (d) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

18. Governing Law

18.1 This Framework Agreement, and any Call-off Contract, shall be governed by, and interpreted in accordance with the applicable Laws, unless otherwise specified in the **FA Specific Provisions**, or the Special Conditions of Contract as set out in any Call-off Contract.

19. Change to the Framework Agreement

19.1 Any change to this Framework Agreement, including an extension of the Term (subject to the condition that the total duration of the framework agreement shall not exceed three year), must be In Writing and signed by both Parties. A change can be made at any time after this Framework Agreement has been signed by both Parties, and before it expires.

20. Termination of the Framework Agreement

20.1 The Procuring Agency, without prejudice to any other remedy for breach of the Framework Agreement, may terminate this Framework Agreement immediately, by notice in writing to the Supplier, if:

- (a) in the judgement of the Procuring Agency, the Supplier has engaged in Fraud and Corruption, or
- (b) during the Term of the Framework Agreement, the Supplier ceases to be qualified or eligible as per FAGP 4. or
- (c) the Supplier purports to assign, or otherwise transfer or dispose of this Framework Agreement, in whole, or in part, without the prior written consent of the Procuring Agency, or
- (d) the Service Provider commits a default under the Call Off Contract, or
- (e) the Supplier becomes bankrupt or otherwise insolvent.

20.2 The Procuring Agency may terminate this Framework Agreement, in whole or in part, by notice In Writing sent to the Supplier, at any time, for its convenience. The notice of termination shall specify that the termination is for the Procuring Agency's convenience, the extent to which the performance of the supplier under the Framework Agreement is terminated, and the date upon which such termination becomes effective.

21. Consequence of expiry or termination

21.1 Upon expiry, or earlier termination of this Framework Agreement, all Call-off Contracts entered into under this Framework Agreement shall continue in full force and effect unless otherwise terminated under the Call-off Contract General or Specific Conditions of Contract. However, no further Call off Contracts shall be awarded once the Framework Agreement is terminated.

22. Dispute resolution in relation to this Framework Agreement

22.1 In the case of a dispute arising out of, or in connection with this Framework Agreement, the Parties shall, in good faith, make every reasonable effort to communicate and cooperate with each other with a view to amicably resolving the dispute.

22.2 Where parties have exhausted the process described in **FAGP 19.1**, the parties may, by mutual agreement, nominate and refer the dispute to an adjudicator/mediator to assist in the resolution of the dispute. Parties will meet their own costs associated with such a referral, and split the costs of the

adjudicator/mediator. In appointing the adjudicator/mediator parties should agree whether or not the adjudicator's/mediator's decision is to be final and binding.

23. Dispute resolution in relation to Call-off Contracts

23.1 The Procuring Agency and the Supplier for a Call-off Contract 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.

23.2 If, after twenty-eight (28) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Procuring Agency or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this provision shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract. Arbitration proceedings shall be conducted in accordance with the rules of procedure specified in the **FA Specific Provisions**.

23.3 Notwithstanding any reference to arbitration herein,

- (a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
- (b) the Procuring Agency shall pay the Supplier any monies due the Supplier.

24. Force Majeure

24.1 The Supplier shall not be liable for 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.

24.2 For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Procuring Agency in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

24.3 If a Force Majeure situation arises, the Supplier 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 Supplier 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.

25. Assignment

25.1 Neither the Procuring Agency nor the Supplier shall assign, in whole or in part, their obligations under this Framework Agreement and Call-Off Contract, except with prior written consent of the other party

26. Change in Laws and Regulations

26.1 If after the date of 7 (seven) days prior to the date of Request for Quotation, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in the place of the Procuring Agency's Country where the Project Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Period and/or the Contract Price, then such Delivery Period and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions and/or Change in Laws and Regulations, where applicable, in accordance with the Framework Agreement.

27. Delays in the Service Providers Performance

27.1 Performance of Services shall be made by the Service Provider in accordance with the Terms & Conditions set forth in the Call Off Contracts.

27.2. If at any time during performance of the Contract, the Service Provider should encounter conditions impeding timely 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.

27.3. Except as provided under FAGP Clause 24, 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.

28. Liquidated Damages

28.1 Subject to FAGP Clause 24, if the Service Provider fails to provide the Services as per requirement/ within the period(s) specified in the Call Off 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 Call Off Contract of the delivered price of the delayed 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 Call Off Contract. Once the maximum is reached, the Procuring Agency may consider termination of the Call Off Contract pursuant to FAGP Clause 20 along with other remedies available under PCBDDA Procurement Regulations, 2024.

29. Taxes & Duties

29.1 Service Provider shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Services to the Procuring Agency.

FOR REFERENCE ONLY

Section B: Framework Agreement Specific Provisions

The following Framework Agreement Specific Provisions (FASP) shall supplement and/or amend the Framework Agreement General Provisions (FAGP). Whenever there is a conflict between the FAGP and FASP, the provisions of the FASP shall prevail.

[This section is to be completed by the Procuring agency as per the instructions provided in italicized text. The italicized text should be deleted from the final documents.]

Framework Agreement Specific Provisions	Description
FAGP 1.1 (g) Goods	This Framework Agreement relates to the purchase and supply, under a separate Call-off Contract, of <i>[insert short title that describes the type of Goods, and any Related Services]</i> . The Goods, and Related Services, are more fully described in Schedule 1: Schedule of Requirements including, where applicable: list of Goods, list of Related Services, Technical Specifications, Drawings and Inspections and Tests.
FAGP 1.1 , (k)	Multi-User Framework Agreement.
FAGP 2.2 Framework Agreement Documents	This Framework Agreement comprises the following documents: <ul style="list-style-type: none"> a. Framework Agreement, including all Sections and Schedules, and b. Letter of Bid (from Primary Procurement process)
FAGP 3.4 Supplier's Obligations	<i>[For rapidly changing technologies such as information systems (computers, software, communication technology etc.) specify that this requirement applies.]</i>
FAGP 4. Eligibility	At the present time, firms, goods and services from the following countries are excluded from this Framework Agreement as being ineligible. <i>[[insert a list of the countries to apply the restriction or state "none"].]</i>
FAGP 5.1	The Term of this Framework Agreement is three years.

Term	
FAGP 5.2 Term extension(s)	[As applicable, indicate “(the total duration of the framework agreement shall not exceed three year)
FAGP 6.1 Representatives	<p><u>Procuring Agency’s Representatives</u></p> <p>The name and contact details of the Procuring Agency’s Representative under this Framework Agreement, and the address for notices in relation to this Framework Agreement, are:</p> <p>Name:</p> <p>Title/position:</p> <p>Address:</p> <p>Phone:</p> <p>Mobile:</p> <p>E-mail:</p>
FAGP 6.1 Representatives	<p><u>Supplier’s Representatives</u></p> <p>The name and contact details of the Supplier’s Representative, for the purposes of this Framework Agreement, and the address for notices in relation to this Framework Agreement are:</p> <p>Name:</p> <p>Title/position:</p> <p>Address:</p> <p>Phone:</p> <p>Mobile:</p> <p>E-mail:</p>
FAGP 8.1 Contract Price	The Contract Price that will apply to the hiring of services under a Call-off Contract shall be the successful competitive quotation.
FAGP 9.1	The firm quoting the lowest rate in the Secondary Procurement

Evaluation Criteria for second-stage competition	against a specific RFQ shall be awarded the Call Off Contract.
FAGP 14 Notices	Procurement Agency: Procurement Directorate Punjab Central Business District Development Authority, CBD Complex, Ex Walton Airport, Lt. Navy Yasir Shaheed Road, Lahore Supplies [address]
FAGP 23.2 Dispute Resolution in relation to Call-off Contract.	Arbitration shall be conducted in accordance with the Arbitration Act, 1940 or any statutory re-enactment or repeal thereof. The seat and venue of the arbitration shall be Lahore.

FOR REFERENCE ONLY

SCHEDULE 1: Schedule of Requirements

Contents

FOR REFERENCE ONLY

SCHEDULE 2: Secondary Procurement

This Section contains the methods and the criteria that the Procuring Agency shall use to conduct a Secondary Procurement process to select a Supplier and award a Call-off Contract under this Framework Agreement. No other factors, methods or criteria shall be used other than specified in these bidding documents for the Secondary Procurement process.

FOR REFERENCE ONLY

1. Secondary Procurement method

The Secondary Procurement method(s) that apply to the selection of a Supplier for the award of a Call-off Contract under this Framework Agreement is competitive quotations through second-stage competition.

The procedure for the application of the procurement methods outlined under paragraph 1 above are the following.

1.1 Competitive quotations (second-stage competition)

The Procuring Agency will prepare a Request for Quotation (RFQ) and invite all eligible Suppliers holding a Framework Agreement that includes the services to be procured under the Call-off Contract to submit competitive quotations against the services.

The RFQ will include:

- (a) the Services to be provided
- (b) services delivery location(s)
- (c) services delivery date(s) or schedule
- (d) quantity or BOQ (if applicable)
- (e) the criteria to be applied to the evaluation of quotations
- (f) the award criteria, e.g.:
 - The Procuring Agency shall award the Call-off Contract to the Supplier whose Bid(s) has been determined to be:
 - the lowest evaluated cost.
- (g) deadline for submission of quotations
- (h) reference the Call-off Contract Terms and Conditions of supply, which are to apply to the purchase
- (i) *any other relevant information.*

2. Formation of Call-off Contract

The Procuring Agency shall confirm that the selected Supplier continues to be qualified and eligible in accordance with Framework Agreement prior to the formation of the Call-off Contract. The Call-off Contract is formed when the Procuring Agency transmits the signed Call-off Contract to the successful Supplier, a Call-off Contract for the Services and the supplier accepts the order.

3. Complaint about award of Call-off Contract

An unsuccessful Supplier may complain about the decision to award a Call-off Contract. In this case the process for making a complaint is as follows:

- a. the complaint shall be made in writing to the Procuring Agency, by the quickest means available, e.g. email.
- b. the Procuring Agency will address the complaint within a reasonable time
- c. the receipt of a complaint does not prohibit the award of the Call-off Contract, and no standstill period or pause in process shall apply.

FOR REFERENCE ONLY

SCHEDULE 3: Call-off Contract

FOR REFERENCE ONLY

Call-off Contract

Call-off Contract for the provision of services



Punjab Central Business District Development Authority Government of the Punjab



CBD Punjab Complex, Ex Walton Airport, Lt. Navy, Yasir Shaheed Road, Lahore

WORK ORDER

P.O. NUMBER: XXXX

Date: abc

SUPPLIER	BILL TO	DELIVER TO
M/s ABC	Client	Client

S. No	Description	Qty.	Unit Rate with Tax	Total Amount
1	XYZ	123	123	123

Terms and Conditions:

1) ABC

AUTHORIZED SIGNATORY

Grand Total (Rs)

123

Terms and Conditions of Call-off Contract

All the terms and conditions of Framework Agreement shall be applicable on this Call-off Contract.

(Project Site/Final Destination)	The Project Site(s)/Final Destination(s) is/are: <i>[Insert name(s) and detailed information on the location(s) of the site(s)]</i>
Addresses for notices	<p>For notices, the Procuring Agency's address shall be:</p> <p>Attention: <i>[insert full name of person, if applicable]</i></p> <p>Street Address: <i>[insert street address and number]</i></p> <p>Floor/ Room number: <i>[insert floor and room number, if applicable]</i></p> <p>City: <i>[insert name of city or town]</i></p> <p>ZIP Code: <i>[insert postal ZIP code, if applicable]</i></p> <p>Country: <i>[insert name of country]</i></p> <p>Telephone: <i>[include telephone number, including country and city codes]</i></p> <p>Facsimile number: <i>[insert facsimile number, including country and city codes]</i></p> <p>Electronic mail address: <i>[insert e-mail address, if applicable]</i></p> <p><u>Address for notices to the Supplier:</u> <i>insert the name of officer authorized to receive notices</i> <i>[title/position]</i> <i>[department/work unit]</i> <i>[address]</i> <i>[email address]</i></p>
Settlement of Disputes	The settlement of disputes for Call-off Contracts shall be in accordance with FAGP 20.2
Contract Price	<p>The prices charged for the Goods supplied and any related Services performed <i>[insert "shall" or "shall not," as appropriate]</i> be adjustable.</p> <p>If prices are adjustable, the following method shall be used to calculate the price adjustment <i>[see attachment to Schedule 2 of the Contract for a sample Price Adjustment Formula]</i></p>

Terms of payment

Sample provision [The following are the sample terms of payment which, depending on the nature, size and complexity of the purchase, may be appropriately revised by the Procuring Agency]

[Note 1: For Goods to be supplied from abroad: At the time of the Call-off Contract, the Procuring Agency shall select one of the following options taking into considerations factors including: (i) the Call-off contract amount; (ii) the Delivery Period; (iii) the feasibility of setting up a letter of credit in a timely manner; (iv) applicable disbursement arrangements in the Financing Agreement and additional information in the Disbursement Letter; and (v) the extent to which suppliers of the subject Goods from abroad can accept alternative payment methods other than through letter of credit.

The method and conditions of payment to be made to the Supplier under this Call-off Contract shall be as follows:

1. Payment for Goods supplied from abroad:

Payment of foreign currency portion shall be made in *[insert currency of the Contract Price]* in the following manner:

[OPTION 1]

- (i) **Advance Payment:** Ten (10) percent of the Contract Price shall be paid within thirty (30) days of signing of the Contract, and upon submission of claim and a bank guarantee in the amount and currencies equal to the advance payment amount valid until the Goods are delivered and in the form provided in the Bidding document or another form acceptable to the Procuring Agency.
- (ii) **On Shipment:** Eighty (80) percent of the Contract Price of the Goods shipped shall be paid through irrevocable confirmed letter of credit opened in favor of the Supplier in a bank in its country, upon submission of concerned documents.
- (iii) **On Acceptance:** Ten (10) percent of the Contract Price of Goods received shall be paid within thirty (30) days of receipt of the Goods upon submission of claim supported by the acceptance certificate issued by the Procuring Agency.

Payment of local currency portion shall be made in *[insert currency]* within thirty (30) days of presentation of claim supported by a certificate from the Procuring Agency declaring that the Goods have been delivered and that all other contracted Services have been performed.

	<p>OR</p> <p><u>[OPTION 2]</u></p> <p>(i) Advance Payment: Twenty (20) percent of the Contract Price shall be paid within thirty (30) days of signing of the Contract, and upon submission of claim and a bank guarantee in the amount and currencies equal to the advance payment amount valid until the Goods are delivered and in the form provided in the Bidding document or another form acceptable to the Procuring Agency.</p> <p>(ii) On Shipment: Sixty (60) percent of the Contract Price shall be paid within 30 days receipt by the Procuring Agency of concerned documents.</p> <p>(iii) On delivery of the Goods at the final place of destination: Twenty (20) percent of the Contract Price shall be paid within thirty (30) days of delivery of the Goods at the final place of destination, supported by an acceptance certificate issued by the Procuring Agency and receipt of the Supplier's invoice.</p> <p>2. Payment for Goods and Services supplied from within the Procuring Agency's Country:</p> <p>Payment for Goods and Services supplied from within the Procuring Agency's Country shall be made in <i>[insert currency]</i>, as follows:</p> <p>(i) Advance Payment: Ten (10) percent of the Contract Price shall be paid within thirty (30) days of signing of the Contract against a simple receipt and a bank guarantee for the equivalent amount and in the form provided in the Bidding document or another form acceptable to the Procuring Agency.</p> <p>(ii) On Delivery: Eighty (80) percent of the Contract Price shall be paid on receipt of the Goods and upon submission of the concerned documents.</p> <p>(iii) On Acceptance: The remaining ten (10) percent of the Contract Price shall be paid to the Supplier within thirty (30) days after the date of the acceptance certificate for the respective delivery issued by the Procuring Agency.</p>
<p>Interest due for late payment</p>	<p>The payment-delay period after which the Procuring Agency shall pay interest to the supplier shall be <i>[insert number]</i> days.</p> <p>The interest rate that shall be applied is <i>[insert number]</i> %</p>
<p>Performance</p>	<p>A Performance Security (or Guarantee) <i>[insert "shall" or "shall</i></p>

<p>Security (or Guarantee)</p>	<p>not”] be required.</p> <p><i>[If a Performance Security (or Guarantee) is required, insert “The amount of the Performance Security (or Guarantee) shall be:” [insert amount]</i></p> <p><i>[The amount of the Performance Security (or Guarantee) is usually expressed as a percentage of the Contract Price. The percentage varies according to the Procuring Agency’s perceived risk and impact of non-performance by the Supplier. A 10% percentage is used under normal circumstances]</i></p>
<p>Inspections and tests</p>	<p>The inspections and tests shall be: <i>[insert: “as per the Framework Agreement Schedule 1: Schedule of Requirements”, or if different or additional state the nature, frequency, procedures for carrying out the inspections and tests]</i></p>

Liquidated damages

The liquidated damage shall be *[insert % number]* per week.

The maximum amount of liquidated damages shall be *[insert % number]*.

1.1 Warranty

1.2 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.

1.3 The Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.

1.4 The warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Call Off Contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the country of origin, whichever period concludes earlier.

1.5 The Procuring Agency shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Procuring Agency shall afford all reasonable opportunity for the Supplier to inspect such defects.

1.6 Upon receipt of such notice, the Supplier shall, within the period specified in the SCC, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Procuring Agency.

1.7 If having been notified, the Supplier fails to remedy the defect within the period specified in the SCC, the Procuring Agency may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Procuring Agency may have against the Supplier under the Contract.

1.8 The period of validity of the Warranty shall be *[insert number]* days.

1.9 For purposes of the Warranty, the place(s) of final destination(s) shall be:

[insert name(s) of location(s)].

1. The warranty period shall be _____ hours of operation or _____ months from date of inspection of Goods, whichever occurs earlier. The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the Contract. If, for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall, at its discretion, either:
 - (a) make such changes, modifications, and/or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests.
 - (b) pay liquidated damages to the Procuring Agency with respect to the failure to meet the contractual guarantees. The rate of these liquidated damages shall be (_____)

PROCUREMENT DOCUMENT



Hiring of Firms for International
Event Management Services
under Open Framework
Agreement with Second-Stage
Competition

Punjab Central Business District
Development Authority
July, 2024

Invitation to Bid

1. The Punjab Central Business District Development Authority hereby invites International Event Management firms to become a party to this Open Framework Agreement as per the terms of regulation 55 of the PCBDDA Procurement Regulations, 2024. The objective of this Open Framework Agreement is to cater/hire on-demand provision of services as described in Schedule IV – Schedule of Requirements through subsequent Call-off Procedure through Second Stage Competition.
2. Bidding Document, in the English language, can be purchased by the interested Bidders on the submission of a written application to the addressee below and upon payment of a non-refundable fee of Pak Rs. 25,000/- which shall be submitted in the form of Pay Order / CDR in favor of **“Punjab Central Business District Development Authority.”**
3. Bids must be delivered to the addressee below on or before July 25, 2024, **at 1100 Hours**. Interested eligible Bidders may obtain further information from *Punjab Central Business District Development Authority* at the address given below from office hours of 0900 to 1700 hours.
4. Bidding Documents are immediately available from the date of publication. *Punjab Central Business District Development Authority* will not be responsible for any cost or expense incurred by Bidders in connection with the preparation or delivery of Bids. The Bidding document carrying all details can also be downloaded from PCBDDA’s website www.cbdpunjab.gov.pk for information only.

Director Procurement
PUNJAB CENTRAL BUSINESS DISTRICT DEVELOPMENT AUTHORITY
CBD Punjab Complex (Ex Walton Airport) Lt (Navy), Yasir Shaheed Road,
Lahore, Email: procurement@cbdpunjab.gov.pk

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SCHEDULE 5: Secondary Procurement Forms	Error! Bookmark not defined.
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RFQ ANNEX 2: Supplier Quotation Form.....	Error! Bookmark not defined.
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FOR REFERENCE ONLY

Part 1 - Bidding Documents

FOR REFERENCE ONLY

Section I -. Instructions to Bidders (ITB)

A. General	
1. Scope of Bid	1.1 The Punjab Central Business District Development Authority (PCBDDA) invites Bids against Tender ID no. PCBDDA/PRO/TENDER/2024-25/01 for the provision of services as specified in the Section-IV Schedule of requirements (Scope of work) for the period, timeline(s) and destination as stated in the Bid Data Sheet (BDS).
2 Definitions	2.1 Throughout this set of Bidding Documents: <ul style="list-style-type: none">a) "in writing" means communicated in written form (e.g. by mail, e-mail, fax, including any other electronic means if specified in the BDS) with proof of receipt;b) if the context so requires, "singular" means "plural" and vice versa;c) "Day" means calendar day, unless otherwise specified.d) "Business Day" means an official working day of the Procuring Agency. It excludes official public holidays;e) "Bid" means a Bid made in response to an invitation, an indicative submission in accordance with the respective regulation of the PCBDDA Procurement Regulations 2024 and where it is made in response to a RFQ under Secondary Procurement Process, a quotation including the bid price".f) "Bidder" refers to any person that submits a Bid in response to an Invitation to Bid issued by the Punjab Central Business District Development Authority (PCBDDA);).g) "Call-off Order" means a Purchase / Work Order awarded, under Open Framework Agreement, through a Secondary Procurement process, for the provision of services;h) "Open Framework Agreement" means an agreement in terms of regulation 55 of the PCBDDA Procurement Regulations 2024;

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| | <ul style="list-style-type: none">i) "Delivery Period" is the specified period from the date of formation of a Call-off order for provision of the Good or Related Service, as per the applicable terms and conditions.j) "Framework Agreement (FA)" means a contractual arrangement which allows a procuring agency to procure goods, services or works that are needed continuously or repeatedly at agreed terms and conditions over an agreed period of time, through placement of a number of orders;k) "Goods" means all goods, materials or items that the FA Supplier is required to supply to the Procuring Agency under a Call-off Contract placed under a Framework Agreement. Details of such Goods and related services are set out as a part of the Framework Agreement and particularly described in a Call-off Contract. Where appropriate, for the purpose of interpretation, the definition for Goods;l) "Multi-Supplier Framework Agreement" means where more than one Bidder (Supplier) concludes a Framework Agreement;m) "person" means any individual, corporation, partnership, joint venture, association, organization, or any other entity, whether incorporated or unincorporated, that is capable of entering into binding contracts under the laws of Pakistan;.n) "Procuring Agency" means Punjab Central Business District Development Authority;o) "successful bidder" means the Bidder whose Bid has been evaluated and determined by the Procuring Agency as meeting the requirements and criteria set forth in the Bidding Documentsp) "Regulations" means PCBDDA Procurement Regulations 2024 unless otherwise provided;q) "Primary Procurement Process" means the procurement process that results in concluding a Framework Agreement(s) with successful Bidder(s);r) "Secondary Procurement Process" means the |
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process described in the Framework Agreement and followed by a Procuring Agency to select a FA Supplier, and award a Call-off Contract for the provision of goods & services that is in accordance with regulation 56 of the PCBDDA Procurement Regulations 2024;

- s) "Single-Supplier Framework Agreement" means a Framework Agreement where only one Bidder (Supplier) concludes a Framework Agreement;
- t) "successful bidder" means the Bidder whose Bid has been evaluated and determined by the Procuring Agency as meeting the requirements and criteria set forth in the Bidding Documents which may result in the formation of a Framework Agreement;
- u) "FA Supplier" means a Bidder that has concluded a Framework Agreement through the Primary Procurement process may be considered for the award of a Call-off Contract (through Secondary Procurement Process), to provide the services as and when required through Call-off Contract;
- v) "Standstill Period" means means a period of seven days starting from the dispatch of a notice as required by regulation 35 during which the Authority cannot accept the successful bid and during which suppliers or contractors can challenge the decision.
- w) "Term" means the duration of a Framework Agreement starting on the Commencement Date;
- x) "Coercion" means where a supplier or contractor impairs or harms, or threatens to impair or harm, directly or indirectly, any party to the procurement proceedings or the property of the party to influence its actions to achieve a wrongful gain or to cause a wrongful loss;
- y) "Collusive Practice" means an arrangement between two or more suppliers or contractors to the procurement process or procurement contract, designed to achieve with or without

	<p>the knowledge of the Authority to establish prices at artificial, non-competitive levels for any wrongful gain;</p> <p>z) “Corrupt Practice” means where the supplier or contractor offers, gives, receives or solicits, directly or indirectly, anything of value to influence the acts of another party for wrongful gain;</p> <p>aa) “Fraudulent Practice” means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;</p> <p>bb) “Obstructive Practice” means where a supplier or contractor harms or threatens to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a procurement contract or deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements before the Authority 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 any rights provided for under the regulations.</p>
<p>3 Fraud and Corruption</p>	<p>3.1 The Procuring Agency requires that the Applicants / Bidders / Suppliers / Contractors, observe the highest standard of ethics during the procurement and execution of such agreements and contracts.</p> <p>3.2 The Bidders shall permit and shall cause their agents (whether declared or not), sub-contractors, sub-consultants, service providers, suppliers, and their personnel, to permit the Procuring Agency to inspect all accounts, records and other documents relating to any, Application / Bid submission, Primary Procurement process, Framework Agreement performance, Secondary</p>

	<p>Procurement process, and/or Call-off Contract performance (in the case of award of a Call-off Contract), and to have them audited by auditors appointed by the Procuring Agency.</p> <p>3.3 Any communications between the Bidder and the Procuring Agency related to matters of alleged corrupt and fraudulent practices must be made in writing or in electronic forms that provide record of the content of communication.</p> <p>3.4 Procuring Agency will reject a bid or proposal, if it is established that the Applicant or the Bidder was engaged in corrupt and fraudulent practices in competing for the contract. Procuring Agency may also declare the Bidder as blacklisted in accordance with PCBDDA Procurement Regulations 2024.</p>
<p>4 Eligible Bidders</p>	<p>4.1 A Bidder shall not have a conflict of interest. Any Bidder found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest for the purpose of this Bidding process, if the Bidder:</p> <ul style="list-style-type: none"> a) directly or indirectly controls, is controlled by or is under common control with another Bidder; b) receives or has received any direct or indirect subsidy from another Bidder; c) has the same legal representative as another Bidder; d) has a relationship with another Bidder, directly or through common third parties, that puts it in a position to influence the Bid of another Bidder, or influence the decisions of the Procuring Agency regarding this Primary Procurement process; e) or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Services that are the subject of the Bid; f) or any of its affiliates has been hired (or is proposed to be hired) by the Procuring Agency or Procuring Agency or Borrower in implementing the Framework Agreement or a Call-off Contract; or g) would be providing Goods, works, or non-consulting services resulting from, or directly related to consulting services for the

	<p>preparation or implementation of the project specified in Scope of work.</p> <p>h) that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or</p> <p>i) has a close business or family relationship with a professional staff of the Procuring Agency (or of the project implementing agency, or of a recipient of a part of the funds) who:</p> <p>j) are directly or indirectly involved in the preparation of the Prequalification Documents or Bidding Documents or specifications of the Framework Agreement or Call-off Contract and/or the Prequalification or Bid evaluation process of such Contract; or</p> <p>k) would be involved in the implementation or supervision of such Framework Agreement or Call-Off Contract, unless the conflict stemming from such relationship has been resolved throughout the Procurement Process, Bidding process during the execution of the Framework Agreement and/or Call-off Contract.</p>
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B. Contents of the Bidding Documents

FOR REFERENCE

<p>5 Sections of Bidding Documents</p>	<p>5.1 The Bidding documents consist of Parts 1 and 2 which include all sections, schedules, annexes and should be read in conjunction with any addenda issued in accordance with ITB 7.</p> <p>PART 1 - Bidding Procedures</p> <p>Section I - Instructions to Bidders (ITB)</p> <p>Section II - Bidding Data Sheet (BDS)</p> <p>Section III - Evaluation Criteria</p> <p>Section IV - Schedule of Requirements</p> <p>Section V – Bidding Forms</p> <p>PART 2 - Framework Agreement (FA)</p> <p>Section A: Framework Agreement General Provisions</p> <p>Section B: Framework Agreement Specific Provisions</p> <p>SCHEDULE 1: Schedule of Requirements</p> <p>SCHEDULE 2: Secondary Procurement Process</p> <p>SCHEDULE 3: Call-off Contract</p> <p>SCHEDULE 4: Secondary Procurement Forms</p> <p>5.2 Unless obtained directly from the Procuring Agency, the Procuring Agency is not responsible for the completeness of the documents, responses to requests for clarification, the Minutes of the pre-Bid meeting (if any), or addenda to the Bidding documents in accordance with ITB 6. In case of any contradiction, documents obtained directly from the Procuring Agency shall prevail.</p> <p>5.3 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding documents and to furnish with its Bid all information or documentation as is required by the Bidding documents.</p>
<p>6 Clarification of Bidding Documents</p>	<p>6.1 A Bidder requiring any clarification of the Bidding Documents shall contact the Procuring Agency in writing at the Procuring Agency’s address specified in the BDS. The Procuring Agency will respond in writing to any request for clarification, provided that such request is received prior to the deadline for submission of Bids within a period</p>

	<p>specified in the BDS. The Procuring Agency shall forward copies of its response to all Bidders who have acquired the Bidding documents., including a description of the inquiry but without identifying its source. If so specified in the BDS, the Procuring Agency shall also promptly publish its response at the web page identified in the BDS. Should the clarification result in changes to the essential elements of the Bidding documents, the Procuring Agency shall amend the Bidding documents following the procedure under ITB 7 and in accordance with provisions of ITB 18.2,</p> <p>6.2 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.</p> <p>6.3 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 been prequalified and 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 7. Non-attendance at the pre-Bid meeting will not be a cause for disqualification of a Bidder.</p>
<p>7 Amendment of Bidding Documents</p>	<p>7.1 At any time prior to the deadline for submission of Bids, the Procuring Agency may amend the Bidding documents by issuing addenda.</p> <p>7.2 Any Addendum issued shall be part of the Bidding documents and shall be communicated in writing to all who have obtained the Bidding documents from the Procuring Agency. The Procuring Agency shall also promptly publish the addendum on the Procuring Agency's web page in accordance with ITB 7.1</p>

	<p>Provided that a Bidder who had either already submitted their Bids or handed over the Bids to the courier prior to the issuance of any such addendum shall have the right to withdraw his already filed Bid and submit the revised Bid prior to the original or extended Bid submission deadline.</p> <p>7.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Procuring Agency may, at its discretion, extend the deadline for the submission of Bids, pursuant to ITB 18.2.</p> <p>Provided that the Procuring Agency shall extend the deadline for submission of Bid, if such an addendum is issued within last three (03) days of the Bid submission deadline.</p>
C. Preparation of Bids	
8 Cost of Bidding	<p>8.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid. 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>
9 Language of Bid	<p>9.1 The Bid as well as all correspondence and documents relating to the bid exchanged by the bidder and the Procuring Agency, shall be written in the English. Supporting documents and printed literature that are part of the Application may be in another language, provided they are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Application, the translation shall be given preference.</p>
10 Documents Comprising the Bid	<p>10.1 The Bid shall comprise the following:</p> <ul style="list-style-type: none"> a) Letter of Bid prepared in accordance with ITB 11. b) Authorization: written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 11. c) any other documents required in the BDS. <p>10.2 In addition to the requirements under ITB 5, Bids submitted by a JV shall include a copy of the Joint Venture agreement entered into by all members.</p>

	<p>10.3 The Bidder shall furnish in the Letter of Bid information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Bid.</p>
11 Letter of Bid	<p>11.1 The Letter of Bid shall be prepared using the relevant forms furnished in Section V (Bidding Forms). The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITB 16.3. All blank spaces shall be filled in with the information requested.</p>
12 Currencies of Bid and Payment	<p>12.1 Under the Secondary Procurement, the currency of the Bid and the currency of payments shall be the same. The Bidder shall quote in the Pak Rupees, unless otherwise specified in the BDS.</p>
13 Documents Establishing the Conformity of Goods	<p>13.1 To establish the conformity of the Goods and Related Services to the Bidding documents, the Bidder shall furnish as part of its Bid the documentary evidence that the Goods conform to the technical specifications and standards specified in Section IV (Schedule of Requirements).</p> <p>13.2 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to the technical specification, and if applicable, a statement of deviations and exceptions to the provisions of the Section IV (Schedule of Requirements).</p> <p>13.3 The Bidder shall also furnish a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period specified in the BDS following acceptance of the Goods by the Procuring Agency (if a Call-off Contract is awarded to the FA Supplier).</p> <p>13.4 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Procuring Agency in the Schedule of</p>

	<p>Requirements, are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Procuring Agency's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Section IV (Schedule of Requirements).</p>
<p>14 Documents Establishing the Eligibility and Qualifications of the Bidder</p>	<p>14.1 To establish Bidder's eligibility in accordance with ITB 4, Bidders shall complete the Letter of Bid, included in Section V (Bidding Forms).</p> <p>14.2 The Bidder shall provide documentary evidence of its qualifications to conclude a Framework Agreement and/or perform any Call-off Contracts if awarded, to the satisfaction of the Procuring Agency. This evidence shall include:</p> <p><u>(a)</u> if required in the BDS, a Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the form included in Section V (Bidding Forms) to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in the Procuring Agency's Country;</p> <p><u>(b)</u> if required in the BDS, in case of a Bidder not doing business within the Pakistan (or where the procurement is being made), the Bidder is, or will be, (if awarded the call off contract) represented by an Agent in the country, equipped and able to carry out the Supplier's maintenance, repair, and spare parts stocking obligations in respect of the Goods.</p>
<p>15 Period of Validity of Bids</p>	<p>15.1 Bids / Quotations shall remain valid for the Bid Validity period specified in the individual RFQs. The Bid Validity period starts from the date fixed for the Bid submission deadline (as prescribed by the Procuring Agency in accordance with ITB 18.1). A Bid valid for a shorter period shall be rejected by the Procuring Agency as non-responsive.</p> <p>15.2 In exceptional circumstances, prior to the expiration of the Bid validity period, the Procuring Agency may request Bidders to extend the period of validity of their Bids only</p>

	<p>once. The request and the responses shall be made in writing. A Bidder may refuse the request to extend the validity of their bids. A Bidder granting the request shall not be required or permitted to modify its Bid.</p>
<p>16 Format and Signing of Bid</p>	<p>16.1 The Bidder shall prepare one original of the documents comprising the Bid as described in ITB 10 and clearly mark it "ORIGINAL." In addition, the Bidder shall submit the number of copies of the Bid, as specified in the BDS and clearly mark them "COPY." In the event of any discrepancy between the original and the copies, the original shall prevail.</p> <p>16.2 Bidders shall mark as "CONFIDENTIAL" information in their Bids which is confidential to their business. This may include proprietary information, trade secrets, or commercial or financially sensitive information.</p> <p>16.3 The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person 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 where entries or amendments have been made shall be signed or initialed by the person signing the Bid.</p> <p>16.4 In case the Bidder is a JV, the Bid shall be signed by an authorized representative of the JV on behalf of the JV, and so as to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized representative.</p>
<p>D. Submission and Opening of Bids</p>	
<p>17 Sealing and Marking of Bids</p>	<p>17.1 The Bidder shall deliver the Bid in a single, sealed envelope. Within the single envelope, the Bidder shall place the following separate, sealed envelope:</p> <p>(a) in an envelope marked "ORIGINAL", all documents comprising the Bid, as described in ITB 10; and</p>

	<p>(b) in an envelope marked "COPIES", all required copies of the Bid; and,</p> <p>17.2 The inner and outer envelopes, shall:</p> <ul style="list-style-type: none"> (a) bear the name and address of the Bidder; (b) be addressed to the Procuring Agency as specified in BDS; (c) bear the specific identification of this Bidding process indicated in ITB 1.1; and (d) bear a warning not to open before the time and date for Bid opening. <p>17.3 If all envelopes are not sealed and marked as required, the Procuring Agency will assume no responsibility for the misplacement or premature opening of the Bid.</p>
<p>18 Deadline for Submission of Bids</p>	<p>18.1 Bids must be received by the Procuring Agency at the address and no later than the date and time specified in the BDS.</p> <p>18.2 If required in accordance with the provisions of ITB 6.3, the Procuring Agency will extend the deadline for the submission of Bids, in which case all rights and obligations of the Procuring Agency and the Bidder subject to the previous deadline shall thereafter be subject to the deadline as extended.</p>
<p>19 Late Bids</p>	<p>19.1 The Late Bids shall be processed as per the PBCDDA Procurement Regulations, 2024.</p>
<p>20 Withdrawal, Substitution, and Modification of Bids</p>	<p>20.1 A Bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization (the power of attorney) in accordance with ITB 16.3, (except that withdrawal notices do not require copies). The corresponding substitution or modification of the Bid must accompany the respective written notice. All notices must be:</p> <ul style="list-style-type: none"> (a) prepared and submitted in accordance with ITB 16 and ITB 17 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be

	<p>clearly marked "WITHDRAWAL," "SUBSTITUTION," or "MODIFICATION;" and</p> <p>(b) received by the Procuring Agency prior to the deadline prescribed for submission of Bids, in accordance with ITB 18.</p> <p>20.2 Bids requested to be withdrawn in accordance with ITB 20.1 shall be returned unopened to the Bidders.</p> <p>20.3 No Bid may be withdrawn, substituted, or modified 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 Letter of Bid or any extension thereof.</p>
<p>21 Maximum Number of parties to Framework Agreement</p>	<p>21.1 A maximum of Fifteen (15) parties can become part of the Open Framework Agreement at a time.</p> <p>21.2 If a Framework Agreement with any party is terminated within the course of the Contract, then applications from potential applicants shall be considered to become party to Open Framework Agreement.</p>
<p>E. Evaluation and Comparison of Bids</p>	
<p>22 Confidentiality</p>	<p>22.1 Information relating to the evaluation of Bids and recommendation to conclude a Framework Agreement(s), shall not be disclosed to Bidders or any other persons not officially concerned with the Bidding process until the Notification of Intention to conclude the Framework Agreement is transmitted to all Bidders in accordance with ITB 31.1.</p> <p>22.2 Any effort by a Bidder to influence the Procuring Agency in the evaluation or decision to conclude a Framework Agreement(s) may result in the rejection of its Bid.</p> <p>22.3 Notwithstanding ITB 22.2, from the time of Bid opening to the time of the Framework Agreement being concluded, if any Bidder wishes to contact the Procuring Agency on any matter related to the Bidding process, it should do so in writing.</p>
<p>23 Clarification of Bids</p>	<p>23.1 To assist in the examination, evaluation, comparison of Bids, and qualification of</p>

	<p>Bidders, the Procuring Agency may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder in respect to its Bid and that is not in response to a request by the Procuring Agency shall not be considered. The Procuring Agency's request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease, in the substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of errors discovered by the Procuring Agency in the Evaluation of the Bids.</p> <p>23.2 If a Bidder does not provide clarifications of its Bid by the date and time set in the Procuring Agency's request for clarification, its Bid may be rejected.</p>
<p>24 Deviations, Reservations, and Omissions</p>	<p>24.1 During the evaluation of Bids, the following definitions apply:</p> <ul style="list-style-type: none"> (a) "Deviation" is a departure from the requirements specified in the Bidding documents; (b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding documents; and (c) "Omission" is the failure to submit part or all of the information or documentation required in the Bidding documents.
<p>25 Determination of Responsiveness</p>	<p>25.1 The Procuring Agency's determination of a Bid's responsiveness is to be based on the contents of the Bid itself, as defined in ITB 10.</p> <p>25.2 A substantially responsive Bid is one that meets the terms and conditions, and the requirements of the Bidding documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:</p> <ul style="list-style-type: none"> (a) If accepted, would: <ul style="list-style-type: none"> (i) affect in any substantial way the scope, quality, or performance of the Services specified in the Framework Agreement; or

	<p>(ii) limit in any substantial way, inconsistent with the Bidding documents, the Procuring Agency's rights or the Bidder's obligations under the Framework Agreement; or</p> <p>(b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive Bids.</p> <p>25.3 The Procuring Agency shall examine the Bids submitted in accordance with ITB 13 and ITB 14, in particular, to confirm that all requirements of Section IV (Schedule of Requirements) have been met without any material deviation or reservation, or omission.</p> <p>25.4 If a Bid is not substantially responsive to the requirements of Bidding documents, it shall be rejected by the Procuring Agency and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.</p>
<p>26 Non-conformities, Errors and Omissions</p>	<p>26.1 Provided that a Bid is substantially responsive, the Procuring Agency may waive any minor non-conformities in the Bid.</p> <p>1.1 Provided that a Bid is substantially responsive, the Procuring Agency may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify non-material non-conformities or omissions in the Bid related to documentation requirements. Such omission shall not be related to any such aspect that apparently or potentially affects the ranking of the Bidder or the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.</p>
<p>27 Evaluation of Bids</p>	<p>27.1 The Procuring Agency shall use the criteria and methodologies listed in this ITB and Section III - Evaluation Criteria in deciding to conclude a Framework Agreement(s). No other evaluation criteria or methodologies shall be permitted.</p>
<p>28 Qualification of the Bidder(s)</p>	<p>28.1 The Procuring Agency may ask the Bidders to establish that their qualification still establishes as determined during prequalification process,</p>

	and ask for any documentary evidence for such assurance. A negative determination shall result in disqualification of the Bid.
29 Procuring Agency's Right to Accept or Reject All Bids	29.1 The Procuring Agency reserves the right to accept or reject all the Bids, and to annul the Bidding process at any time, without thereby incurring any liability to the Bidders.
30 Standstill Period	30.1 The Framework Agreement(s) shall not be concluded earlier than the expiry of the Standstill Period. The Standstill Period shall be seven (7) Days. The Standstill Period commences the day after the date the Procuring Agency has transmitted to each Bidder the Notification of Intention to Conclude a Framework Agreement. Where only one Bid is submitted, or if this Primary Procurement process is in response to an emergency, the Standstill Period shall not apply.
31 Notification of Intention to Conclude a Framework Agreement	31.1 The Procuring Agency shall send to each successful bidder, the Notification of Intention to Conclude a Framework Agreement. The Notification(s) of Intention to Conclude shall contain, at a minimum, the following information: <ul style="list-style-type: none"> (a) the name and address of the Bidder(s) submitting the successful Bid(s); (b) the names of all Bidders who submitted Bids, and their Bid prices, or pricing mechanism(s), as readout, and as evaluated; (c) a statement of the reason(s) the Bid (of the unsuccessful Bidder to whom the Notification on Intention to Conclude a Framework Agreement(s) is addressed) was unsuccessful; (d) the expiry date of the Standstill Period; (e) instructions on how to request a debriefing and/or submit a complaint during the Standstill Period.
F. Conclusion of a Framework Agreement	
32 Notification to Conclude a Framework Agreement	32.1 This is an Open Framework Agreement.

	<p>32.2 Prior to the expiration of the Bid Validity Period and upon expiry of the Standstill Period, specified in ITB 30.1 or any extension thereof, and upon satisfactorily addressing a complaint that has been submitted within the Standstill Period, the Procuring Agency shall transmit to the successful Bidder(s) a Notification to Conclude a Framework Agreement, attaching the Framework Agreement for signature by the Bidder.</p>
<p>33 No Obligation to Purchase</p>	<p>33.1 The conclusion of a Framework Agreement shall not impose any obligation on the Procuring Agency to procure any services under the Framework Agreement.</p>
<p>34 Non-exclusivity</p>	<p>34.1 This Primary Procurement process is non-exclusive, and the Procuring Agency reserves the right to procure the Services from other suppliers who are not FA Suppliers.</p>
<p>35 Signing the Framework Agreement</p>	<p>35.1 The Bidder shall sign, date and return the Framework Agreement within fifteen (15) days of receipt of the same.</p>
<p>36 Publication of the Conclusion of Framework Agreement Notice</p>	<p>36.1 Within ten (10) Days of transmission to the successful Bidder(s) of the Notification(s) to Conclude a Framework Agreement(s) as per ITB 32.1, the Procuring Agency shall publish the Conclusion of Framework Agreement Notice which shall contain, , the following information:</p> <ul style="list-style-type: none"> (a) name and address of the Procuring Agency, and if applicable, all participating Procuring Agencies; (b) name and reference number of the Framework Agreement being concluded, and the selection method used; (c) names of all Bidders that submitted Bids, and as evaluated; (d) names of all Bidders whose Bids were rejected either as nonresponsive or as not meeting qualification criteria, or were not evaluated, with the reasons therefor; and

		(e) the name(s) of the successful Bidder(s), the duration of Framework Agreement(s), and a summary of its scope.
37 Grievance Mechanism	Redressal	<p>37.1 Procuring agency shall constitute a Grievance Redressal Committee (GRC) comprising of odd number of person with proper power and authorization to address the complaint. The GRC shall not have any of the members of Procurement Evaluation Committee.</p> <p>37.2 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 Regulation 26, and the same shall be addressed by the GRC well before the proposal submission deadline.</p> <p>37.3 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 Regulation and the same shall be addressed by the GRC well before the proposal submission deadline.</p> <p>37.4 Any Bidder feeling aggrieved by the Evaluation results shall lodge a written complaint within 03 days of the announcement of evaluation results. In case, the complaint is filed after the issuance of the final evaluation report during the standstill period, the complainant cannot raise any objection on technical evaluation of the report.</p> <p>37.5 The GRC shall investigate and decide upon the complaint within fifteen days of receipt of the complaint. Mere fact of lodging of a complaint shall not warrant suspension of the procurement process.</p>
38 Addition of Parties to the Framework Agreement		<p>38.1 The suppliers or contractors may apply to become a party or parties to the framework agreement at any time during its operation by presenting indicative submissions to the Procuring Agency in compliance with the requirements of the invitation to become a party to the open framework agreement.</p> <p>38.2 The Procuring Agency shall examine all indicative submissions received during the period of operation of the framework agreement within a maximum of forty-five (45) working days in accordance with the procedures set out in the</p>

	<p>invitation to become a party to the open framework agreement.</p> <p>38.3 The framework agreement shall be concluded with all qualified suppliers or contractors that presented submissions unless their submissions have been rejected on the grounds specified in the invitation to become a party to the open framework agreement or the maximum limit of qualified suppliers or contractors has been reached.</p> <p>38.4 The Completion period of framework agreement shall be in accordance with original Framework agreement.</p> <p>38.5 Maximum numbers of Framework agreement against each lot as defined in ITB 21.</p>
G. Secondary Procurement Process for awarding a Call-off Contract	
39 Method and criteria for award of Call-off Contract	<p>39.1 The Secondary Procurement method for selecting an FA Supplier and awarding a Call-off Contract is detailed in the Framework Agreement (see Schedule 2: Secondary Procurement).</p> <p>39.2 To participate in a Secondary Procurement and be awarded a Call-off Contract, FA Suppliers must maintain their qualification and eligibility, and shall continue to meet the criteria stipulated in these Bidding Documents.</p> <p>39.3 At the Secondary Procurement stage and during the award of a Call-off Contract, the Procuring Agency may request evidence of the FA Supplier's continued qualification and eligibility.</p>
H. Blacklisting Mechanism	
40 Blacklisting Mechanism	<p>40.1 The Authority may, for a specified period or permanently, debar and blacklist a supplier or contractor from participating in any procurement process of the Authority, if the supplier or contractor:</p> <ul style="list-style-type: none"> a. acts in a manner detrimental to the public interest or good practices; b. consistently fails to perform its obligations under the Framework Agreement c. provides false, fabricated or materially incorrect information. <p>40.2 The Authority may, on its own motion, or information provided by any party carry out an</p>

	<p>enquiry to determine, whether there is sufficient cause for blacklisting a supplier or contractor.</p> <p>40.3 Where the Authority is <i>prima facie</i> satisfied that such a cause exists based on its enquiry, it shall serve a show-cause notice to the supplier or contractor containing the precise allegation, the maximum penalty that the Authority intends to impose and the time within which the supplier or contractor is required to submit its reply which shall not be less than seven (7) days from the date of issuing the show cause notice.</p> <p>40.4 Irrespective of whether the supplier or contractor submits its defence to the show-cause notice, the Authority shall conduct a hearing giving the supplier or contractor to explain its position. Notice of hearing shall be given in writing containing the date, time and venue of hearing which shall not be less than seven (7) days from the date of issuing the notice of hearing.</p> <p>40.5 The Authority shall decide the matter within fifteen (15) days of hearing giving reasons for its decision. The Authority may either drop the charges against the supplier or contractor or impose any of the following punishments:</p> <ol style="list-style-type: none"> a. blacklisting; b. temporary debarment from participation in procurement proceedings; <p>40.6 The blacklisting and debarment will apply to the procurement carried out by the Authority.</p> <p>40.7 Nothing contained in this paragraph shall restrict the right of the Authority to communicate its decision to any other procuring entity, regulator or authority established by or under the law for publication of the blacklisting or debarment order on its website and for passing of appropriate orders to blacklist or debar the supplier or contractor from participating.</p>
<p>41 Party to Open Framework Agreement</p>	<p>41.1 The Procuring Agency may publish, after specified period mentioned in the BDS, invitation to become a party to the open framework agreement and shall in addition ensure unrestricted, direct and full access to the terms and conditions of the framework agreement and to any other necessary information relevant to its operation.</p>

Section II - Bid Data Sheet (BDS)

The following specific data for the Services to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions in the **BDS** shall prevail over those in ITB.

ITB 1.1	<p>Procurement Title: Hiring of International Event Management Firms under Open Framework Agreement.</p> <p>Term of Framework Agreement The Framework Agreement shall be for a Term of Three (03) years from the commencement date stated in the Framework Agreement.</p>
ITB 1.1	<p>Final Destination/s (Project Sites) will be specified in each Call-off Contract awarded under the Framework Agreement. If the final destination is different from the named place of destination for delivery, the Procuring Agency will pay the Supplier the reasonable costs for inland transportation.</p>
ITB 1.2 (j) & 21	<p>Multi-Supplier Framework Agreement This Primary Procurement intends to conclude a Multi-Supplier Framework Agreement.</p> <p><u>Framework Agreement panel – minimum number (3)</u> The Procuring Agency intends to conclude a Framework Agreements with a minimum number of Bidders for each Lot. The minimum number for each lot is three (03).</p> <p><u>Framework Agreement panel – maximum number (15)</u> The Procuring Agency, will conclude Framework Agreements for each Lot up to a maximum number of (15) qualified bidders with substantially responsive bids. The top ten firms scoring the most marks shall be made part of the Framework Agreement Panel.</p>
ITB 5.1	<p>For clarification of Bid purposes only, the Procuring Agency's address is:</p> <p>Director Procurement PUNJAB CENTRAL BUSINESS DISTRICT DEVELOPMENT AUTHORITY CBD Complex (Ex Walton Airport) Lt (Navy), Yasir Shaheed Road, Lahore Telephone: 042-99058800 Email: procurement@cbdpunjab.gov.pk</p> <p>Requests for clarification should be received by the Procuring Agency no later than: three (03) Days before the deadline for submission of Bids.</p>
ITB 5.2	Pre-Bid meeting will not be held.
ITB 11.1	The Currency in Secondary Procurement is Pakistani Rupees.
ITB 14.1	The Bid validity period in Secondary Procurement shall be Ninety (90) days.
ITB 16.1	In addition to the original of the Bid, the number of copies to be delivered to the Procuring Agency is Nil copies.
ITB 16.3	The written confirmation of authorization to sign on behalf of the Bidder shall be as per Bid Form 4.
ITB	For Bid submission purpose only, the Procuring Agency's address is: <i>[This</i>

18.1

address may be the same as or different from that specified under ITB 5.1 for clarifications]

Director Procurement

PUNJAB CENTRAL BUSINESS DISTRICT DEVELOPMENT AUTHORITY

CBD Complex (Ex Walton Airport) Lt (Navy), Yasir Shaheed Road, Lahore

Telephone: 042-99058800

Email: procurement@cbdpunjab.gov.pk

FOR REFERENCE ONLY

Section III - Evaluation and Qualification Criteria

MANDATORY CRITERIA

- Valid NTN, PST Registration.
- Audited Financial Statements of Last Financial Year i.e. FY 2023. Income Tax Returns in case of Sole Proprietor or AOP.
- Minimum five (05) years of existence of the firm. (To be calculated from date of registration of firm from a relevant body)
- The firm must be Lahore Based.
- Undertaking on a stamp paper of Rs. 300 that firm is not blacklisted, correctness of information and pending litigation.

Note: Firm / Company not fulfilling the mandatory criteria will be characterized as **NOT-ELIGIBLE** and will not participate in the further evaluation process.

TECHNICAL EVALUATION CRITERIA

- **General Experience (20 Marks)**

S. No.	No of years' existence (Incorporation of firms from relevant authority in number of years) (Attach Evidence)	Total Marks 20
1	5 years to 6 years	05
2	6 years to 7 years	10
3	7 years to 8 years	15
4	8 years or more	20

- **Specific Experience (40 Marks)**

Sr. No.	Experience of Similar Assignments (The applicant must attach Purchase Orders, Contracts or Performance Certificates for verifications)	Total Marks 40
1	Maximum Five (05) Assignments for managing International Events of Government / Semi Government / Corporate / Private Sector Clients Proportionate marks for less than 05 assignments (30 Marks) 10 Marks of availability of dedicated travel desk	40

- **Average Annual Turnover in PKR of Organization of last Financial Year (20 Marks)**

Sr. No.	Last FY 2023 Audited Financial Statement or Income Tax Return (Attach Audited Financial Statement or Income Tax Return for FY 2023.)	Total Marks 20
1	Full Marks for Annual Turnover of FY 2023 of PKR 100 million. Proportionate Marks for Annual Turnover less than PKR 100 million.	20

- **Written Brief (20 Marks)**

Sr. No.	Brief	Total Marks 20
1	Detailed Brief detailing the staff, travel desk, equipment, working capabilities, past experience and brief on what benefits does PCBDDA attain by working with the Event Management Firm. Also include brief on the In House Facilities of the Event Management Firm	20

Total Marks: 100 %

Passing Marks: 65 %

FOR REFERENCE ONLY

Section IV – Schedule of Requirements

- **Event Management for International Events:**

End to End Management of International Events including travel, boarding & lodging, local travel etc.

FOR REFERENCE ONLY

Section V – Bid Forms

1. Letter of Bid

Director Procurement
Punjab Central Business District Development Authority
CBD Complex (Ex Walton Airport) Lt (Navy),
Yasir Shaheed Road,
Lahore

Subject: **Framework Agreement – []**
Date of this Bid submission: *[insert date (as day, month and year) of Bid submission]*
Request for Bid No.: *[insert identification]*

1. We have examined and have **no reservations** to the Bidding Documents, including addenda issued in accordance with Instructions to Bidders (**ITB 6**). We meet the eligibility requirements and have no conflict of interest in accordance with **ITB 3**. If we conclude a Framework Agreement, the Goods and Related Services that we may supply under a Call-off Contract awarded under the Framework Agreement, shall be sourced from an eligible country.
2. We have neither been suspended nor declared ineligible by the Procuring Agency(s) based on execution of a Bid-Securing Declaration or Proposal-Securing Declaration in Pakistan.
3. We offer to supply, in conformity with the Bidding Documents and in accordance with Section IV- Schedule of Requirements, International Event Management Services under Open Framework Agreement.
4. Our Bid shall be valid for the period specified in **BDS 14.1** (as amended, if applicable) from the date fixed for the Bid submission deadline specified in **BDS 21.1** (as amended, if applicable), and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
5. If our Bid is accepted and we conclude a Framework Agreement, we understand that we may be required, as a condition of a subsequent Call-off Contract, to obtain a performance security (or guarantee);
6. We are not submitting any other Bid(s) as an individual Bidder, and we are not participating in any other Bid(s) as a Joint Venture member, or as a subcontractor.
7. We understand that there is no obligation on the Procuring Agency/Procuring Agency(s) to procure any Services from any FA Supplier during the Term of the Framework Agreement.

8. We confirm that no undertaking or any form of statement, promise, representation or obligation has been made by the Procuring Agency/Procuring Agency in respect of the total quantities or value of the Goods that may be ordered by it, or any participating Procuring Agency(s), in accordance with this Framework Agreement. We acknowledge and agree that we have not submitted this Bid on the basis of any such undertaking, statement, promise or representation.
9. In relation to this Primary Procurement, we understand that procuring agency may cancel the procurement process and reject all bid without assigning any reason.
10. We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption.

Name of the Bidder: *[insert complete name of the Bidder]

Name of the person duly authorized to sign the Bid on behalf of the Bidder: **[insert complete name of person duly authorized to sign the Bid]

Title of the person signing the Bid: [insert complete title of the person signing the Bid]

Signature of the person named above: [insert signature of person whose name and capacity are shown above]

Date signed [insert date of signing] **day of** [insert month], [insert year]

2. Bidder Information Form

Primary Procurement - Framework Agreement Goods

Date: *[insert date (as day, month and year) of Bid submission]*

IFP No.: *[insert number of IFP process]*

Page _____ of _____ pages

1. Bidder's Name <i>[insert Bidder's legal name]</i>
2. In case of JV, legal name of each member: <i>[insert legal name of each member in JV]</i>
3. Bidder's actual or intended country of registration: <i>[insert actual or intended country of registration]</i>
4. Bidder's year of registration: <i>[insert Bidder's year of registration]</i>
5. Bidder's Address in country of registration: <i>[insert Bidder's legal address in country of registration]</i>
6. Bidder's Authorized Representative Information Name: <i>[insert Authorized Representative's name]</i> Address: <i>[insert Authorized Representative's Address]</i> Telephone/Fax numbers: <i>[insert Authorized Representative's telephone/fax numbers]</i> Email Address: <i>[insert Authorized Representative's email address]</i>
7. Attached are copies of original documents of <i>[check the box(es) of the attached original documents]</i> <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITB 3.4 . <input type="checkbox"/> In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB 3.1 . <input type="checkbox"/> Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

3. Bidder's JV Members Information Form

Primary Procurement - Framework Agreement Goods

[The Bidder shall fill in this Form in accordance with the instructions indicated below. The following table shall be filled in for the Bidder and for each member of a Joint Venture]].

Date: *[insert date (as day, month and year) of Bid submission]*
 IFP No.: *[insert number of IFP process]*
 Page _____ of _____ pages

1. Bidder's Name: <i>[insert Bidder's legal name]</i>
2. Bidder's JV Member's name: <i>[insert JV's Member legal name]</i>
3. Bidder's JV Member's country of registration: <i>[insert JV's Member country of registration]</i>
4. Bidder's JV Member's year of registration: <i>[insert JV's Member year of registration]</i>
5. Bidder's JV Member's legal address in country of registration: <i>[insert JV's Member legal address in country of registration]</i>
6. Bidder's JV Member's authorized representative information Name: <i>[insert name of JV's Member authorized representative]</i> Address: <i>[insert address of JV's Member authorized representative]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers of JV's Member authorized representative]</i> Email Address: <i>[insert email address of JV's Member authorized representative]</i>
7. Attached are copies of original documents of <i>[check the box(es) of the attached original documents]</i> <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 3.4 .
8. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

4. Power of Attorney

(On Stamp Paper of PKR 300)

Know all men by these presents, we (name of the company and address of the registered office) do hereby appoint and authorize Mr. (full name and residential address) who is presently employed with us and holding the position of as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our proposal for (name of the project) in response to the tenders invited by the (name of the Purchaser) including signing and submission of all documents and providing information/responses to (name of the Purchaser) in all matters in connection with our Bid.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

Dated this ____ day of _____ 20__

For _____

(Signature)
(Name, Designation and Address)
Accepted

(Signature)
(Name, Title and Address of the Attorney)
Date:

FOR REFERENCE ONLY

5. Bid Securing Declaration

[The Bidder shall fill in this Form in accordance with the instructions indicated.]

Date: *[insert date (as day, month and year)]*

Bid No.: *[insert number of Bidding process]*

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

To: *[insert complete name of Procuring Agency]*

We, the undersigned, declare that:

We understand that, according to your conditions, Bids must be supported by a Bid Securing Declaration.

We accept that we will be blacklisted and henceforth cross debarred for participating in respective category of public procurement proceedings for a period of (not more than) six months, if fail to abide with a bid securing declaration, however without indulging in corrupt and fraudulent practices, if we are in breach of our obligation(s) under the Bid conditions, because we:

- (a) have withdrawn or modified our Bid during the period of Bid Validity specified in the Form of Bid;
- (b) Disagreement to arithmetical correction made to the Bid price; or
- (c) having been notified of the acceptance of our Bid by the Procuring Agency during the period of Bid Validity, (i) failure to sign the contract if required by Procuring Agency to do so or (ii) fail or refuse to furnish the Performance Security or to comply with any other condition precedent to signing the contract specified in the Bidding Documents.

We understand this Bid Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) twenty-eight (28) days after the expiration of our Bid.

Signed: *[insert signature of person whose name and capacity are shown]* In the capacity of *[insert legal capacity of person signing the Bid Securing Declaration]*

Name: *[insert complete name of person signing the Bid Securing Declaration]*

Duly authorized to sign the Bid for and on behalf of: *[insert complete name of Bidder]*

a) _____ Dated on _____ day
of _____, _____ *[insert date of signing]*

b)
Corporate Seal (where appropriate)

6. Undertaking

(This should be written in the Rs.300 Stamp Paper)

We, the undersigned, hereby offer to provide (*Insert Procurement Name*) required by Punjab Central Business District Development Authority (PCBDDA) in accordance with its Bidding Document due for opening on July 24, 2024.

We are hereby submitting our Bid and we hereby declare that:

- a) All the information and statements made in this Bid/Proposal are true and we accept that any misrepresentation contained in it may lead to our disqualification;
- b) We are currently not on the removed/blacklisted or suspended by any procuring agency of Pakistan or by any regulatory body in Pakistan and has no dispute with any Government Organization.
- c) We, do not have any pending litigation/arbitration/bankruptcy proceeding (other than the litigation declared alongside this form) with any government department/public sector undertaking/ private sector entity/or any other agency for which we have executed/ undertaken the works/services during the last 3 years.

We agree to abide by the terms and conditions of the Pre-Qualification Document and in addition to the conditions we also agree to abide by all the special instructions mentioned in Pre-Qualification Document. We also hereby categorically confirm that we are fully capable to provide services of external auditors as laid down in the terms of reference

We fully understand and recognize that PCBDDA is not bound to accept this Bid/Proposal that we shall bear all costs associated with its preparation and submission, and that PCBDDA will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the evaluation.

We remain,
Yours sincerely,
Authorized Signature and Stamp [*In full and initials*]: _____
Name, ID Card No. and Title of Signatory: _____
Name of Firm: _____
Contact Details: _____

I. **WITNESS**

Signature: _____
Designation & ID Card No. _____

PART 2 – Framework Agreement

FOR REFERENCE ONLY

Framework Agreement

This Framework Agreement is made for the provision of event management services *on the [insert: number] day of [insert: month], [insert: year]*

between

Punjab Central Business District Development Authority hereinafter referred to as the "Procuring Agency") of the First Part and *[insert name of the Supplier]*, a firm having its registered office [] (hereinafter called the "Supplier") of the Second Part (hereinafter referred to individually as "Party" and collectively as the "Parties").

This Framework Agreement is subject to the provisions described in the Sections and Schedules listed below, including any amendments made therein from time to time.

This Framework Agreement concludes a standing offer by the Supplier to supply the specified Goods to the Procuring Agency during the Term of the Framework Agreement, as and when the Procuring Agency wishes to purchase them, through a Call-off Contract.

The following documents shall be deemed to form and be read and construed as part of this Framework Agreement and, where indicated, to any Call-off Contract awarded under this Framework Agreement.

- Section A: Framework Agreement General Provisions
- Section B: Framework Agreement Specific Provisions
- Schedule 1: Schedule of Requirements
- Schedule 2: Price Schedules
- Schedule 3: Secondary Procurement
- Schedule 4: Call-off Contract

IN WITNESS whereof, the Parties to this Framework Agreement have caused this Framework Agreement to be executed in accordance with the laws of Pakistan on the day, month and year indicated above.

"For and on behalf of the Procuring Agency:"

For Punjab Central Business
District Development Authority:

For M/s *[name of the Supplier]*

Signature
Name:
Designation:

Signature
Name:
Designation:

WITNESSES

Signature: _____
CNIC #: _____
Name: _____

Signature: _____
CNIC #: _____
Name: _____

**Section A: Framework Agreement General
Provisions (FAGP)**

FOR REFERENCE ONLY

Section A

Framework Agreement General Provisions (FAGP)

1. Definitions

1.1 The following words and expressions shall have the meanings hereby assigned to them

- a) “Business Day” is any day that is an official working day of the Procuring Agency. It excludes the Procuring Agency’s official public holidays.
- b) “Call-off Contract” is a contract awarded under a Framework Agreement, through a Secondary Procurement process, for the supply of Goods, and any Related Services.
- c) “Commencement Date” _____ is the date this Framework Agreement is signed by both parties, being the commencement of the Term.
- d) “Contract Documents” means the documents listed in the Call-off Contract, including any amendments thereto.
- e) “Contract Price” is the price payable to the Supplier as specified in the Call-off Contract, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.
- f) “Day” means calendar day.
- g) “Goods” means all goods, materials, items, commodities, raw material, machinery, equipment, and/or other materials, as specified in the FA Specific Provisions, that the Supplier is required to supply to the Procuring Agency under a Call-off Contract. Where appropriate, for the purpose of interpretation, the definition for Goods includes Related Services.
- h) “In Writing” means communicated or recorded in written form. It includes, for example: mail, e-mail, fax.
- i) “Related Services” means the services incidental to the supply of the Goods, such as insurance, installation, training, initial maintenance and other such obligations of the Supplier, as defined in Scope of work.
- j) “Secondary Procurement” is the method used to select a Supplier and award a Call-off Contract under this Framework Agreement.
- k) “Single-User Framework Agreement” means a Framework Agreement where there is only one Procuring Agency, as specified in the FA Specific Provisions.
- l) “Supplier” means the person, private or government entity, or a combination of the above, who has concluded a Framework Agreement to supply to a Procuring Agency, from time to time, and as and when required, the Goods, and, if applicable, Related Services, under a Call-off Contract.

- m) "Term" means the duration of this Framework Agreement as described in the FA Specific Provisions starting from the Effective Date. Where applicable, it includes any extension(s) to the initial Term, if permitted in the FA Specific Provisions.

2. Framework Agreement Documents

- 2.1 This Framework Agreement (FA) shall be read as a whole. Where a documents is incorporated by reference into this Framework Agreement, it shall be deemed to form, and be read and construed, as part of this Framework Agreement.
- 2.2 This Framework Agreement comprises the documents specified in the **FA Specific Provisions**.

3. Award of Call-off contract

- 3.1 The Secondary Procurement method for selecting an FA Supplier and awarding a Call-off Contract is detailed in the Framework Agreement (see Schedule 2: Secondary Procurement). To participate in a Secondary Procurement and be awarded a Call-off Contract, FA Suppliers must maintain their qualification and eligibility, and shall continue to meet the criteria stipulated in these Bidding Documents. At the Secondary Procurement stage and during the award of a Call-off Contract, the Procuring Agency may request evidence of the FA Supplier's continued qualification and eligibility.

4. Evaluation Criteria for Secondary Procurement for awarding a Call-off contract

- 4.1 Proposals will be evaluated on the basis of the financial quotations. The firm quoting the lowest rates shall be awarded the Call off Contract. Any other evaluation criterion shall be made of the Request for Quotation.

5. Revisions of Terms and Conditions of Procurement through second-stage competition

- 5.1 The terms and conditions of procurement under this Framework Agreement may be revised through the Secondary Procurement process.
- 5.2 Any revisions shall remain within the maximum limits or deviations specified in the Framework Agreement Specific Provisions (FASP) and shall not fundamentally alter the nature or overall scope of the Framework Agreement or the Call-off Contract.

6. Supplier's obligations

- 6.1 The Supplier shall offer to provide (standing offer) to the Procuring Agency, the Services, described in the Framework Agreement Schedule 1: Schedule of Requirements, for the Term of this Framework Agreement, in accordance with the terms and conditions stipulated in this Framework Agreement.
- 6.2 During the Term of the Framework Agreement, the Supplier shall continue to be eligible and qualified, and the Services shall continue to be eligible, as per the

qualification and eligibility criteria stipulated in the Primary Procurement process and the provisions of sub-paragraphs 3a. to 3c. below The Supplier shall notify the Procuring Agency immediately, in writing, if it ceases to be qualified and/or ceases to be eligible.

- 6.3 The Supplier undertakes to provide the services under a Call-off Contract. The Services supplied shall be:
- a) as specified in the Framework Agreement, Schedule 1: Schedule of Requirements,
 - b) at the Contract Price specified in the Call-off Contract and
 - c) in such quantities, at such times and to such locations as specified in the Call-off Contract.
- 6.4 The Supplier agrees that the Call-off Contract, General Conditions of Contract set out in the Framework Agreement, and Call-off Contract Special Conditions of Contract set out in a Call-off Contract, shall apply to the provision of services.

7. Continued Qualification and Eligibility

- 7.1 The Supplier, shall continue to have the nationality of an eligible country as specified in the **FA Specific Provisions**. A Supplier or subcontractor, shall be deemed to have the nationality of a country if the Bidder is constituted, incorporated or registered in, and operates in conformity with, the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be.
- 7.2 All Goods and Related Services to be supplied under a Call-off Contract shall continue to have their origin in eligible Countries as specified in the **FA Specific Provisions**. For the purpose of this provision, origin means the country where the Goods have been grown, mined, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components. Ineligible Countries, if any, are listed in the **FA Specific Provisions**.
- 7.3 To continue to be eligible the Supplier shall not have been sanctioned by pursuant to the Anti-Corruption Law, and in accordance with its prevailing sanctions policies and procedures as set forth by the Public Procurement Regulatory Framework as described in Section B, Framework Agreement General Provisions. Where the Supplier has been so sanctioned it will be ineligible for the duration of the period of time as determined by the Procuring Agency or Public Procurement Regulatory Authority.

7.4 The Procuring Agency may require, during the Term of the Framework Agreement, evidence of the Supplier's continued qualification and eligibility, and the Goods continued eligibility. Failure to provide such evidence, as requested, may result in the Supplier being disqualified from participating in a Secondary Procurement process, and/or being awarded a Call-off Contract, and/or the termination of the Framework Agreement.

8. Term

8.1 This Framework Agreement shall commence on the Commencement Date and, unless terminated earlier in accordance with the provisions of this Framework Agreement, or the general law, shall continue until the end of the Term specified in the **FA Specific Provisions**.

8.2 Where permitted in the **FA Specific Provisions**, the Term may be extended (subject to the condition that the total duration of the framework agreement shall not exceed three year), at the Procuring Agency's sole discretion, and where there has been satisfactory performance by the Supplier. To extend the Term, the Procuring Agency shall give the Supplier no less than three (3) months' notice, In Writing, prior to the date on which the Framework Agreement would otherwise have expired.

9. Representative

9.1 The representatives for each party, who shall be the primary point of contact for the other party in relation to matters arising from this Framework Agreement, are specified in the **FA Specific Provisions**. Should the representative be replaced, the party replacing the representative shall promptly inform the other party In Writing of the name and contact details of the new representative. Any representative appointed shall be authorized to make decisions on the day to day operation of the Framework Agreement.

10. Role of Procuring Agency

10.1 The role of PA is to manage and administer the Framework Agreement(s). The Procuring Agency is responsible for all matters pertaining to the Framework Agreement including, for example, amendments, suspension and termination of the Framework Agreement. For matters relating to individual Call-off Contracts, all communications, including notices, must be made to the Procuring Agency named in the Call-off Contract.

11. Contract Price

11.1 The Contract Price for each Call-off Contract shall be determined as specified in the **FA Specific Provisions**.

12. Performance Security (or Guarantee)

12.1 The Procuring Agency may require a Performance Security (or guarantee) from the Supplier in relation to the performance of a specific Call-off Contract. In this event, the Supplier shall comply with the relevant provisions relating to Performance Security (or guarantee) contained in the Call-off Contract Special Conditions of Contract.

13. Language

13.1 This Framework Agreement, and any Call-off Contract, as well as all correspondence and documents relating to this Framework Agreement, and any Call-off Contract, exchanged by the Procuring Agency and Supplier, shall be written in the English language. Supporting documents and printed literature that are part of this Framework Agreement, and any Call-off Contract, may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified, in which case, for purposes of this Framework Agreement, and any Call-off Contract, this translation shall govern.

13.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.

14. Notices

14.1 Any notice given by one party to the other pursuant to this Framework Agreement shall be in Writing to the address specified in the **FA Specific Provisions**. A notice shall be effective when delivered, or on the notice's effective date, whichever is later.

15. Fraud and Corruption

15.1 The Procuring Agency requires the Supplier to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the Primary or Secondary Procurement process or execution of a Call-off Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.

16. Records, inspections and audit

16.1 The Supplier shall keep, and shall make all reasonable efforts to cause its subcontractor(s), if any, to keep, accurate and systematic accounts and records in respect of this Framework Agreement, the Goods, and any Call-off Contract, in such form and details as will clearly identify relevant time changes and costs.

17. Confidential Information

17.1 The Procuring Agency and the Supplier shall keep confidential and shall not, without the consent In Writing from the other, divulge to any third party any documents, data, or other information furnished directly or indirectly by either party in connection with the Framework Agreement.

17.2 The obligation of a party under **FAGP 14. 1.** above, shall not apply to information that:

- (a) now, or in future, enters the public domain through no fault of that party
- (b) can be proven to have been possessed by that party at the time of disclosure
- (c) and which was not previously obtained, directly or indirectly, from the other party
- (d) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

18. Governing Law

18.1 This Framework Agreement, and any Call-off Contract, shall be governed by, and interpreted in accordance with the applicable Laws, unless otherwise specified in the **FA Specific Provisions**, or the Special Conditions of Contract as set out in any Call-off Contract.

19. Change to the Framework Agreement

19.1 Any change to this Framework Agreement, including an extension of the Term (subject to the condition that the total duration of the framework agreement shall not exceed three year), must be In Writing and signed by both Parties. A change can be made at any time after this Framework Agreement has been signed by both Parties, and before it expires.

20. Termination of the Framework Agreement

20.1 The Procuring Agency, without prejudice to any other remedy for breach of the Framework Agreement, may terminate this Framework Agreement immediately, by notice in writing to the Supplier, if:

- (a) in the judgement of the Procuring Agency, the Supplier has engaged in Fraud and Corruption, or
- (b) during the Term of the Framework Agreement, the Supplier ceases to be qualified or eligible as per FAGP 4. or
- (c) the Supplier purports to assign, or otherwise transfer or dispose of this Framework Agreement, in whole, or in part, without the prior written consent of the Procuring Agency, or
- (d) the Service Provider commits a default under the Call Off Contract, or
- (e) the Supplier becomes bankrupt or otherwise insolvent.

20.2 The Procuring Agency may terminate this Framework Agreement, in whole or in part, by notice In Writing sent to the Supplier, at any time, for its convenience. The notice of termination shall specify that the termination is for the Procuring Agency's convenience, the extent to which the performance of the supplier under the Framework Agreement is terminated, and the date upon which such termination becomes effective.

21. Consequence of expiry or termination

21.1 Upon expiry, or earlier termination of this Framework Agreement, all Call-off Contracts entered into under this Framework Agreement shall continue in full force and effect unless otherwise terminated under the Call-off Contract General or Specific Conditions of Contract. However, no further Call off Contracts shall be awarded once the Framework Agreement is terminated.

22. Dispute resolution in relation to this Framework Agreement

22.1 In the case of a dispute arising out of, or in connection with this Framework Agreement, the Parties shall, in good faith, make every reasonable effort to communicate and cooperate with each other with a view to amicably resolving the dispute.

22.2 Where parties have exhausted the process described in **FAGP 19.1**, the parties may, by mutual agreement, nominate and refer the dispute to an adjudicator/mediator to assist in the resolution of the dispute. Parties will meet their own costs associated with such a referral, and split the costs of the

adjudicator/mediator. In appointing the adjudicator/mediator parties should agree whether or not the adjudicator's/mediator's decision is to be final and binding.

23. Dispute resolution in relation to Call-off Contracts

23.1 The Procuring Agency and the Supplier for a Call-off Contract 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.

23.2 If, after twenty-eight (28) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Procuring Agency or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this provision shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract. Arbitration proceedings shall be conducted in accordance with the rules of procedure specified in the **FA Specific Provisions**.

23.3 Notwithstanding any reference to arbitration herein,

- (a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
- (b) the Procuring Agency shall pay the Supplier any monies due the Supplier.

24. Force Majeure

24.1 The Supplier shall not be liable for 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.

24.2 For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Procuring Agency in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

24.3 If a Force Majeure situation arises, the Supplier 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 Supplier 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.

25. Assignment

25.1 Neither the Procuring Agency nor the Supplier shall assign, in whole or in part, their obligations under this Framework Agreement and Call-Off Contract, except with prior written consent of the other party

26. Change in Laws and Regulations

26.1 If after the date of 7 (seven) days prior to the date of Request for Quotation, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in the place of the Procuring Agency's Country where the Project Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Period and/or the Contract Price, then such Delivery Period and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions and/or Change in Laws and Regulations, where applicable, in accordance with the Framework Agreement.

27. Delays in the Service Providers Performance

27.1 Performance of Services shall be made by the Service Provider in accordance with the Terms & Conditions set forth in the Call Off Contracts.

27.2. If at any time during performance of the Contract, the Service Provider should encounter conditions impeding timely 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.

27.3. Except as provided under FAGP Clause 24, 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.

28. Liquidated Damages

28.1 Subject to FAGP Clause 24, if the Service Provider fails to provide the Services as per requirement/ within the period(s) specified in the Call Off 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 Call Off Contract of the delivered price of the delayed 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 Call Off Contract. Once the maximum is reached, the Procuring Agency may consider termination of the Call Off Contract pursuant to FAGP Clause 20 along with other remedies available under PCBDDA Procurement Regulations, 2024.

29. Taxes & Duties

29.1 Service Provider shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Services to the Procuring Agency.

FOR REFERENCE ONLY

Section B: Framework Agreement Specific Provisions

The following Framework Agreement Specific Provisions (FASP) shall supplement and/or amend the Framework Agreement General Provisions (FAGP). Whenever there is a conflict between the FAGP and FASP, the provisions of the FASP shall prevail.

[This section is to be completed by the Procuring agency as per the instructions provided in italicized text. The italicized text should be deleted from the final documents.]

Framework Agreement Specific Provisions	Description
FAGP 1.1 (g) Goods	This Framework Agreement relates to the purchase and supply, under a separate Call-off Contract, of <i>[insert short title that describes the type of Goods, and any Related Services]</i> . The Goods, and Related Services, are more fully described in Schedule 1: Schedule of Requirements including, where applicable: list of Goods, list of Related Services, Technical Specifications, Drawings and Inspections and Tests.
FAGP 1.1 , (k)	Multi-User Framework Agreement.
FAGP 2.2 Framework Agreement Documents	This Framework Agreement comprises the following documents: <ul style="list-style-type: none"> a. Framework Agreement, including all Sections and Schedules, and b. Letter of Bid (from Primary Procurement process)
FAGP 3.4 Supplier's Obligations	<i>[For rapidly changing technologies such as information systems (computers, software, communication technology etc.) specify that this requirement applies.]</i>
FAGP 4. Eligibility	At the present time, firms, goods and services from the following countries are excluded from this Framework Agreement as being ineligible. <i>[[insert a list of the countries to apply the restriction or state "none"].]</i>
FAGP 5.1	The Term of this Framework Agreement is three years.

Term	
FAGP 5.2 Term extension(s)	[As applicable, indicate “(the total duration of the framework agreement shall not exceed three year)
FAGP 6.1 Representatives	<p><u>Procuring Agency’s Representatives</u></p> <p>The name and contact details of the Procuring Agency’s Representative under this Framework Agreement, and the address for notices in relation to this Framework Agreement, are:</p> <p>Name:</p> <p>Title/position:</p> <p>Address:</p> <p>Phone:</p> <p>Mobile:</p> <p>E-mail:</p>
FAGP 6.1 Representatives	<p><u>Supplier’s Representatives</u></p> <p>The name and contact details of the Supplier’s Representative, for the purposes of this Framework Agreement, and the address for notices in relation to this Framework Agreement are:</p> <p>Name:</p> <p>Title/position:</p> <p>Address:</p> <p>Phone:</p> <p>Mobile:</p> <p>E-mail:</p>
FAGP 8.1 Contract Price	The Contract Price that will apply to the hiring of services under a Call-off Contract shall be the successful competitive quotation.
FAGP 9.1	The firm quoting the lowest rate in the Secondary Procurement

Evaluation Criteria for second-stage competition	against a specific RFQ shall be awarded the Call Off Contract.
FAGP 14 Notices	Procurement Agency: Procurement Directorate Punjab Central Business District Development Authority, CBD Complex, Ex Walton Airport, Lt. Navy Yasir Shaheed Road, Lahore Supplies [address]
FAGP 23.2 Dispute Resolution in relation to Call-off Contract.	Arbitration shall be conducted in accordance with the Arbitration Act, 1940 or any statutory re-enactment or repeal thereof. The seat and venue of the arbitration shall be Lahore.

FOR REFERENCE ONLY

SCHEDULE 1: Schedule of Requirements

Contents

FOR REFERENCE ONLY

SCHEDULE 2: Secondary Procurement

This Section contains the methods and the criteria that the Procuring Agency shall use to conduct a Secondary Procurement process to select a Supplier and award a Call-off Contract under this Framework Agreement. No other factors, methods or criteria shall be used other than specified in these bidding documents for the Secondary Procurement process.

FOR REFERENCE ONLY

1. Secondary Procurement method

The Secondary Procurement method(s) that apply to the selection of a Supplier for the award of a Call-off Contract under this Framework Agreement is competitive quotations through second-stage competition.

The procedure for the application of the procurement methods outlined under paragraph 1 above are the following.

1.1 Competitive quotations (second-stage competition)

The Procuring Agency will prepare a Request for Quotation (RFQ) and invite all eligible Suppliers holding a Framework Agreement that includes the services to be procured under the Call-off Contract to submit competitive quotations against the services.

The RFQ will include:

- (a) the Services to be provided
- (b) services delivery location(s)
- (c) services delivery date(s) or schedule
- (d) quantity or BOQ (if applicable)
- (e) the criteria to be applied to the evaluation of quotations
- (f) the award criteria, e.g.:
 - The Procuring Agency shall award the Call-off Contract to the Supplier whose Bid(s) has been determined to be:
 - the lowest evaluated cost.
- (g) deadline for submission of quotations
- (h) reference the Call-off Contract Terms and Conditions of supply, which are to apply to the purchase
- (i) *any other relevant information.*

2. Formation of Call-off Contract

The Procuring Agency shall confirm that the selected Supplier continues to be qualified and eligible in accordance with Framework Agreement prior to the formation of the Call-off Contract. The Call-off Contract is formed when the Procuring Agency transmits the signed Call-off Contract to the successful Supplier, a Call-off Contract for the Services and the supplier accepts the order.

3. Complaint about award of Call-off Contract

An unsuccessful Supplier may complain about the decision to award a Call-off Contract. In this case the process for making a complaint is as follows:

- a. the complaint shall be made in writing to the Procuring Agency, by the quickest means available, e.g. email.
- b. the Procuring Agency will address the complaint within a reasonable time
- c. the receipt of a complaint does not prohibit the award of the Call-off Contract, and no standstill period or pause in process shall apply.

FOR REFERENCE ONLY

SCHEDULE 3: Call-off Contract

FOR REFERENCE ONLY

Call-off Contract

Call-off Contract for the provision of services



Punjab Central Business District Development Authority

Government of the Punjab

CBD Punjab Complex, Ex Walton Airport, Lt. Navy, Yasir Shaheed Road, Lahore



WORK ORDER

P.O. NUMBER: XXXX

Date: abc

SUPPLIER	BILL TO	DELIVER TO
M/s ABC	Client	Client

S. No	Description	Qty.	Unit Rate with Tax	Total Amount
1	XYZ	123	123	123

Terms and Conditions:

1) ABC

AUTHORIZED SIGNATORY

Grand Total (Rs)

123

Terms and Conditions of Call-off Contract

All the terms and conditions of Framework Agreement shall be applicable on this Call-off Contract.

(Project Site/Final Destination)	The Project Site(s)/Final Destination(s) is/are: <i>[Insert name(s) and detailed information on the location(s) of the site(s)]</i>
Addresses for notices	<p>For notices, the Procuring Agency's address shall be:</p> <p>Attention: <i>[insert full name of person, if applicable]</i></p> <p>Street Address: <i>[insert street address and number]</i></p> <p>Floor/ Room number: <i>[insert floor and room number, if applicable]</i></p> <p>City: <i>[insert name of city or town]</i></p> <p>ZIP Code: <i>[insert postal ZIP code, if applicable]</i></p> <p>Country: <i>[insert name of country]</i></p> <p>Telephone: <i>[include telephone number, including country and city codes]</i></p> <p>Facsimile number: <i>[insert facsimile number, including country and city codes]</i></p> <p>Electronic mail address: <i>[insert e-mail address, if applicable]</i></p> <p><u>Address for notices to the Supplier:</u> <i>insert the name of officer authorized to receive notices</i> <i>[title/position]</i> <i>[department/work unit]</i> <i>[address]</i> <i>[email address]</i></p>
Settlement of Disputes	The settlement of disputes for Call-off Contracts shall be in accordance with FAGP 20.2
Contract Price	<p>The prices charged for the Goods supplied and any related Services performed <i>[insert "shall" or "shall not," as appropriate]</i> be adjustable.</p> <p>If prices are adjustable, the following method shall be used to calculate the price adjustment <i>[see attachment to Schedule 2 of the Contract for a sample Price Adjustment Formula]</i></p>

Terms of payment

Sample provision [The following are the sample terms of payment which, depending on the nature, size and complexity of the purchase, may be appropriately revised by the Procuring Agency]

[Note 1: For Goods to be supplied from abroad: At the time of the Call-off Contract, the Procuring Agency shall select one of the following options taking into considerations factors including: (i) the Call-off contract amount; (ii) the Delivery Period; (iii) the feasibility of setting up a letter of credit in a timely manner; (iv) applicable disbursement arrangements in the Financing Agreement and additional information in the Disbursement Letter; and (v) the extent to which suppliers of the subject Goods from abroad can accept alternative payment methods other than through letter of credit.

The method and conditions of payment to be made to the Supplier under this Call-off Contract shall be as follows:

1. Payment for Goods supplied from abroad:

Payment of foreign currency portion shall be made in *[insert currency of the Contract Price]* in the following manner:

[OPTION 1]

- (i) **Advance Payment:** Ten (10) percent of the Contract Price shall be paid within thirty (30) days of signing of the Contract, and upon submission of claim and a bank guarantee in the amount and currencies equal to the advance payment amount valid until the Goods are delivered and in the form provided in the Bidding document or another form acceptable to the Procuring Agency.
- (ii) **On Shipment:** Eighty (80) percent of the Contract Price of the Goods shipped shall be paid through irrevocable confirmed letter of credit opened in favor of the Supplier in a bank in its country, upon submission of concerned documents.
- (iii) **On Acceptance:** Ten (10) percent of the Contract Price of Goods received shall be paid within thirty (30) days of receipt of the Goods upon submission of claim supported by the acceptance certificate issued by the Procuring Agency.

Payment of local currency portion shall be made in *[insert currency]* within thirty (30) days of presentation of claim supported by a certificate from the Procuring Agency declaring that the Goods have been delivered and that all other contracted Services have been performed.

	<p>OR</p> <p><u>[OPTION 2]</u></p> <p>(i) Advance Payment: Twenty (20) percent of the Contract Price shall be paid within thirty (30) days of signing of the Contract, and upon submission of claim and a bank guarantee in the amount and currencies equal to the advance payment amount valid until the Goods are delivered and in the form provided in the Bidding document or another form acceptable to the Procuring Agency.</p> <p>(ii) On Shipment: Sixty (60) percent of the Contract Price shall be paid within 30 days receipt by the Procuring Agency of concerned documents.</p> <p>(iii) On delivery of the Goods at the final place of destination: Twenty (20) percent of the Contract Price shall be paid within thirty (30) days of delivery of the Goods at the final place of destination, supported by an acceptance certificate issued by the Procuring Agency and receipt of the Supplier's invoice.</p> <p>2. Payment for Goods and Services supplied from within the Procuring Agency's Country:</p> <p>Payment for Goods and Services supplied from within the Procuring Agency's Country shall be made in <i>[insert currency]</i>, as follows:</p> <p>(i) Advance Payment: Ten (10) percent of the Contract Price shall be paid within thirty (30) days of signing of the Contract against a simple receipt and a bank guarantee for the equivalent amount and in the form provided in the Bidding document or another form acceptable to the Procuring Agency.</p> <p>(ii) On Delivery: Eighty (80) percent of the Contract Price shall be paid on receipt of the Goods and upon submission of the concerned documents.</p> <p>(iii) On Acceptance: The remaining ten (10) percent of the Contract Price shall be paid to the Supplier within thirty (30) days after the date of the acceptance certificate for the respective delivery issued by the Procuring Agency.</p>
<p>Interest due for late payment</p>	<p>The payment-delay period after which the Procuring Agency shall pay interest to the supplier shall be <i>[insert number]</i> days.</p> <p>The interest rate that shall be applied is <i>[insert number]</i> %</p>
<p>Performance</p>	<p>A Performance Security (or Guarantee) <i>[insert "shall" or "shall</i></p>

<p>Security (or Guarantee)</p>	<p>not”] be required.</p> <p><i>[If a Performance Security (or Guarantee) is required, insert “The amount of the Performance Security (or Guarantee) shall be:” [insert amount]</i></p> <p><i>[The amount of the Performance Security (or Guarantee) is usually expressed as a percentage of the Contract Price. The percentage varies according to the Procuring Agency’s perceived risk and impact of non-performance by the Supplier. A 10% percentage is used under normal circumstances]</i></p>
<p>Inspections and tests</p>	<p>The inspections and tests shall be: <i>[insert: “as per the Framework Agreement Schedule 1: Schedule of Requirements”, or if different or additional state the nature, frequency, procedures for carrying out the inspections and tests]</i></p>

Liquidated damages

The liquidated damage shall be *[insert % number]* per week.

The maximum amount of liquidated damages shall be *[insert % number]*.

1.1 Warranty

1.2 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.

1.3 The Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.

1.4 The warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Call Off Contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the country of origin, whichever period concludes earlier.

1.5 The Procuring Agency shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Procuring Agency shall afford all reasonable opportunity for the Supplier to inspect such defects.

1.6 Upon receipt of such notice, the Supplier shall, within the period specified in the SCC, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Procuring Agency.

1.7 If having been notified, the Supplier fails to remedy the defect within the period specified in the SCC, the Procuring Agency may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Procuring Agency may have against the Supplier under the Contract.

1.8 The period of validity of the Warranty shall be *[insert number]* days.

1.9 For purposes of the Warranty, the place(s) of final destination(s) shall be:

[insert name(s) of location(s)].

1. The warranty period shall be _____ hours of operation or _____ months from date of inspection of Goods, whichever occurs earlier. The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the Contract. If, for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall, at its discretion, either:

(a) make such changes, modifications, and/or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests.

(b) pay liquidated damages to the Procuring Agency with respect to the failure to meet the contractual guarantees. The rate of these liquidated damages shall be (_____)

PROCUREMENT DOCUMENT



**Hiring of Firms for Marketing
Activation Services under
Open Framework Agreement with
Second-Stage Competition**

**Punjab Central Business District
Development Authority
July, 2024**

Invitation to Bid

1. The Punjab Central Business District Development Authority hereby invites Marketing Activation Firms to become a party to this Open Framework Agreement as per the terms of regulation 55 of the PCBDDA Procurement Regulations, 2024. The objective of this Open Framework Agreement is to cater/hire on-demand provision of services as described in Schedule IV – Schedule of Requirements through subsequent Call-off Procedure through Second Stage Competition.
2. Bidding Document, in the English language, can be purchased by the interested Bidders on the submission of a written application to the addressee below and upon payment of a non-refundable fee of Pak Rs. 25,000/- which shall be submitted in the form of Pay Order / CDR in favor of **“Punjab Central Business District Development Authority.”**
3. Bids must be delivered to the addressee below on or before July 25, 2024, **at 1100 Hours**. Interested eligible Bidders may obtain further information from *Punjab Central Business District Development Authority* at the address given below from office hours of 0900 to 1700 hours.
4. Bidding Documents are immediately available from the date of publication. *Punjab Central Business District Development Authority* will not be responsible for any cost or expense incurred by Bidders in connection with the preparation or delivery of Bids. The Bidding document carrying all details can also be downloaded from PCBDDA’s website www.cbdpunjab.gov.pk for information only.

Director Procurement
PUNJAB CENTRAL BUSINESS DISTRICT DEVELOPMENT AUTHORITY
CBD Punjab Complex (Ex Walton Airport) Lt (Navy), Yasir Shaheed Road,
Lahore, Email: procurement@cbdpunjab.gov.pk

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FOR REFERENCE ONLY

Part 1 - Bidding Documents

FOR REFERENCE ONLY

Section I -. Instructions to Bidders (ITB)

A. General	
1. Scope of Bid	1.1 The Punjab Central Business District Development Authority (PCBDDA) invites Bids against Tender ID no. PCBDDA/PRO/TENDER/2024-25/01 for the provision of services as specified in the Section-IV Schedule of requirements (Scope of work) for the period, timeline(s) and destination as stated in the Bid Data Sheet (BDS).
2 Definitions	2.1 Throughout this set of Bidding Documents: <ul style="list-style-type: none">a) "in writing" means communicated in written form (e.g. by mail, e-mail, fax, including any other electronic means if specified in the BDS) with proof of receipt;b) if the context so requires, "singular" means "plural" and vice versa;c) "Day" means calendar day, unless otherwise specified.d) "Business Day" means an official working day of the Procuring Agency. It excludes official public holidays;e) "Bid" means a Bid made in response to an invitation, an indicative submission in accordance with the respective regulation of the PCBDDA Procurement Regulations 2024 and where it is made in response to a RFQ under Secondary Procurement Process, a quotation including the bid price".f) "Bidder" refers to any person that submits a Bid in response to an Invitation to Bid issued by the Punjab Central Business District Development Authority (PCBDDA);).g) "Call-off Order" means a Purchase / Work Order awarded, under Open Framework Agreement, through a Secondary Procurement process, for the provision of services;h) "Open Framework Agreement" means an agreement in terms of regulation 55 of the PCBDDA Procurement Regulations 2024;

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| | <ul style="list-style-type: none">i) "Delivery Period" is the specified period from the date of formation of a Call-off order for provision of the Good or Related Service, as per the applicable terms and conditions.j) "Framework Agreement (FA)" means a contractual arrangement which allows a procuring agency to procure goods, services or works that are needed continuously or repeatedly at agreed terms and conditions over an agreed period of time, through placement of a number of orders;k) "Goods" means all goods, materials or items that the FA Supplier is required to supply to the Procuring Agency under a Call-off Contract placed under a Framework Agreement. Details of such Goods and related services are set out as a part of the Framework Agreement and particularly described in a Call-off Contract. Where appropriate, for the purpose of interpretation, the definition for Goods;l) "Multi-Supplier Framework Agreement" means where more than one Bidder (Supplier) concludes a Framework Agreement;m) "person" means any individual, corporation, partnership, joint venture, association, organization, or any other entity, whether incorporated or unincorporated, that is capable of entering into binding contracts under the laws of Pakistan;.n) "Procuring Agency" means Punjab Central Business District Development Authority;o) "successful bidder" means the Bidder whose Bid has been evaluated and determined by the Procuring Agency as meeting the requirements and criteria set forth in the Bidding Documentsp) "Regulations" means PCBDDA Procurement Regulations 2024 unless otherwise provided;q) "Primary Procurement Process" means the procurement process that results in concluding a Framework Agreement(s) with successful Bidder(s);r) "Secondary Procurement Process" means the |
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process described in the Framework Agreement and followed by a Procuring Agency to select a FA Supplier, and award a Call-off Contract for the provision of goods & services that is in accordance with regulation 56 of the PCBDDA Procurement Regulations 2024;

- s) "Single-Supplier Framework Agreement" means a Framework Agreement where only one Bidder (Supplier) concludes a Framework Agreement;
- t) "successful bidder" means the Bidder whose Bid has been evaluated and determined by the Procuring Agency as meeting the requirements and criteria set forth in the Bidding Documents which may result in the formation of a Framework Agreement;
- u) "FA Supplier" means a Bidder that has concluded a Framework Agreement through the Primary Procurement process may be considered for the award of a Call-off Contract (through Secondary Procurement Process), to provide the services as and when required through Call-off Contract;
- v) "Standstill Period" means means a period of seven days starting from the dispatch of a notice as required by regulation 35 during which the Authority cannot accept the successful bid and during which suppliers or contractors can challenge the decision.
- w) "Term" means the duration of a Framework Agreement starting on the Commencement Date;
- x) "Coercion" means where a supplier or contractor impairs or harms, or threatens to impair or harm, directly or indirectly, any party to the procurement proceedings or the property of the party to influence its actions to achieve a wrongful gain or to cause a wrongful loss;
- y) "Collusive Practice" means an arrangement between two or more suppliers or contractors to the procurement process or procurement contract, designed to achieve with or without

	<p>the knowledge of the Authority to establish prices at artificial, non-competitive levels for any wrongful gain;</p> <p>z) “Corrupt Practice” means where the supplier or contractor offers, gives, receives or solicits, directly or indirectly, anything of value to influence the acts of another party for wrongful gain;</p> <p>aa) “Fraudulent Practice” means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;</p> <p>bb) “Obstructive Practice” means where a supplier or contractor harms or threatens to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a procurement contract or deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements before the Authority 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 any rights provided for under the regulations.</p>
<p>3 Fraud and Corruption</p>	<p>3.1 The Procuring Agency requires that the Applicants / Bidders / Suppliers / Contractors, observe the highest standard of ethics during the procurement and execution of such agreements and contracts.</p> <p>3.2 The Bidders shall permit and shall cause their agents (whether declared or not), sub-contractors, sub-consultants, service providers, suppliers, and their personnel, to permit the Procuring Agency to inspect all accounts, records and other documents relating to any, Application / Bid submission, Primary Procurement process, Framework Agreement performance, Secondary</p>

	<p>Procurement process, and/or Call-off Contract performance (in the case of award of a Call-off Contract), and to have them audited by auditors appointed by the Procuring Agency.</p> <p>3.3 Any communications between the Bidder and the Procuring Agency related to matters of alleged corrupt and fraudulent practices must be made in writing or in electronic forms that provide record of the content of communication.</p> <p>3.4 Procuring Agency will reject a bid or proposal, if it is established that the Applicant or the Bidder was engaged in corrupt and fraudulent practices in competing for the contract. Procuring Agency may also declare the Bidder as blacklisted in accordance with PCBDDA Procurement Regulations 2024.</p>
<p>4 Eligible Bidders</p>	<p>4.1 A Bidder shall not have a conflict of interest. Any Bidder found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest for the purpose of this Bidding process, if the Bidder:</p> <ul style="list-style-type: none"> a) directly or indirectly controls, is controlled by or is under common control with another Bidder; b) receives or has received any direct or indirect subsidy from another Bidder; c) has the same legal representative as another Bidder; d) has a relationship with another Bidder, directly or through common third parties, that puts it in a position to influence the Bid of another Bidder, or influence the decisions of the Procuring Agency regarding this Primary Procurement process; e) or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Services that are the subject of the Bid; f) or any of its affiliates has been hired (or is proposed to be hired) by the Procuring Agency or Procuring Agency or Borrower in implementing the Framework Agreement or a Call-off Contract; or g) would be providing Goods, works, or non-consulting services resulting from, or directly related to consulting services for the

	<p>preparation or implementation of the project specified in Scope of work.</p> <p>h) that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or</p> <p>i) has a close business or family relationship with a professional staff of the Procuring Agency (or of the project implementing agency, or of a recipient of a part of the funds) who:</p> <p>j) are directly or indirectly involved in the preparation of the Prequalification Documents or Bidding Documents or specifications of the Framework Agreement or Call-off Contract and/or the Prequalification or Bid evaluation process of such Contract; or</p> <p>k) would be involved in the implementation or supervision of such Framework Agreement or Call-Off Contract, unless the conflict stemming from such relationship has been resolved throughout the Procurement Process, Bidding process during the execution of the Framework Agreement and/or Call-off Contract.</p>
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B. Contents of the Bidding Documents

FOR REFERENCE

<p>5 Sections of Bidding Documents</p>	<p>5.1 The Bidding documents consist of Parts 1 and 2 which include all sections, schedules, annexes and should be read in conjunction with any addenda issued in accordance with ITB 7.</p> <p>PART 1 - Bidding Procedures</p> <p>Section I - Instructions to Bidders (ITB)</p> <p>Section II - Bidding Data Sheet (BDS)</p> <p>Section III - Evaluation Criteria</p> <p>Section IV - Schedule of Requirements</p> <p>Section V – Bidding Forms</p> <p>PART 2 - Framework Agreement (FA)</p> <p>Section A: Framework Agreement General Provisions</p> <p>Section B: Framework Agreement Specific Provisions</p> <p>SCHEDULE 1: Schedule of Requirements</p> <p>SCHEDULE 2: Secondary Procurement Process</p> <p>SCHEDULE 3: Call-off Contract</p> <p>SCHEDULE 4: Secondary Procurement Forms</p> <p>5.2 Unless obtained directly from the Procuring Agency, the Procuring Agency is not responsible for the completeness of the documents, responses to requests for clarification, the Minutes of the pre-Bid meeting (if any), or addenda to the Bidding documents in accordance with ITB 6. In case of any contradiction, documents obtained directly from the Procuring Agency shall prevail.</p> <p>5.3 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding documents and to furnish with its Bid all information or documentation as is required by the Bidding documents.</p>
<p>6 Clarification of Bidding Documents</p>	<p>6.1 A Bidder requiring any clarification of the Bidding Documents shall contact the Procuring Agency in writing at the Procuring Agency’s address specified in the BDS. The Procuring Agency will respond in writing to any request for clarification, provided that such request is received prior to the deadline for submission of Bids within a period</p>

	<p>specified in the BDS. The Procuring Agency shall forward copies of its response to all Bidders who have acquired the Bidding documents., including a description of the inquiry but without identifying its source. If so specified in the BDS, the Procuring Agency shall also promptly publish its response at the web page identified in the BDS. Should the clarification result in changes to the essential elements of the Bidding documents, the Procuring Agency shall amend the Bidding documents following the procedure under ITB 7 and in accordance with provisions of ITB 18.2,</p> <p>6.2 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.</p> <p>6.3 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 been prequalified and 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 7. Non-attendance at the pre-Bid meeting will not be a cause for disqualification of a Bidder.</p>
<p>7 Amendment of Bidding Documents</p>	<p>7.1 At any time prior to the deadline for submission of Bids, the Procuring Agency may amend the Bidding documents by issuing addenda.</p> <p>7.2 Any Addendum issued shall be part of the Bidding documents and shall be communicated in writing to all who have obtained the Bidding documents from the Procuring Agency. The Procuring Agency shall also promptly publish the addendum on the Procuring Agency's web page in accordance with ITB 7.1</p>

	<p>Provided that a Bidder who had either already submitted their Bids or handed over the Bids to the courier prior to the issuance of any such addendum shall have the right to withdraw his already filed Bid and submit the revised Bid prior to the original or extended Bid submission deadline.</p> <p>7.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Procuring Agency may, at its discretion, extend the deadline for the submission of Bids, pursuant to ITB 18.2.</p> <p>Provided that the Procuring Agency shall extend the deadline for submission of Bid, if such an addendum is issued within last three (03) days of the Bid submission deadline.</p>
C. Preparation of Bids	
8 Cost of Bidding	<p>8.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid. 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>
9 Language of Bid	<p>9.1 The Bid as well as all correspondence and documents relating to the bid exchanged by the bidder and the Procuring Agency, shall be written in the English. Supporting documents and printed literature that are part of the Application may be in another language, provided they are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Application, the translation shall be given preference.</p>
10 Documents Comprising the Bid	<p>10.1 The Bid shall comprise the following:</p> <ul style="list-style-type: none"> a) Letter of Bid prepared in accordance with ITB 11. b) Authorization: written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 11. c) any other documents required in the BDS. <p>10.2 In addition to the requirements under ITB 5, Bids submitted by a JV shall include a copy of the Joint Venture agreement entered into by all members.</p>

	<p>10.3 The Bidder shall furnish in the Letter of Bid information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Bid.</p>
11 Letter of Bid	<p>11.1 The Letter of Bid shall be prepared using the relevant forms furnished in Section V (Bidding Forms). The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITB 16.3. All blank spaces shall be filled in with the information requested.</p>
12 Currencies of Bid and Payment	<p>12.1 Under the Secondary Procurement, the currency of the Bid and the currency of payments shall be the same. The Bidder shall quote in the Pak Rupees, unless otherwise specified in the BDS.</p>
13 Documents Establishing the Conformity of Goods	<p>13.1 To establish the conformity of the Goods and Related Services to the Bidding documents, the Bidder shall furnish as part of its Bid the documentary evidence that the Goods conform to the technical specifications and standards specified in Section IV (Schedule of Requirements).</p> <p>13.2 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to the technical specification, and if applicable, a statement of deviations and exceptions to the provisions of the Section IV (Schedule of Requirements).</p> <p>13.3 The Bidder shall also furnish a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period specified in the BDS following acceptance of the Goods by the Procuring Agency (if a Call-off Contract is awarded to the FA Supplier).</p> <p>13.4 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Procuring Agency in the Schedule of</p>

	<p>Requirements, are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Procuring Agency's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Section IV (Schedule of Requirements).</p>
<p>14 Documents Establishing the Eligibility and Qualifications of the Bidder</p>	<p>14.1 To establish Bidder's eligibility in accordance with ITB 4, Bidders shall complete the Letter of Bid, included in Section V (Bidding Forms).</p> <p>14.2 The Bidder shall provide documentary evidence of its qualifications to conclude a Framework Agreement and/or perform any Call-off Contracts if awarded, to the satisfaction of the Procuring Agency. This evidence shall include:</p> <p><u>(a)</u> if required in the BDS, a Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the form included in Section V (Bidding Forms) to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in the Procuring Agency's Country;</p> <p><u>(b)</u> if required in the BDS, in case of a Bidder not doing business within the Pakistan (or where the procurement is being made), the Bidder is, or will be, (if awarded the call off contract) represented by an Agent in the country, equipped and able to carry out the Supplier's maintenance, repair, and spare parts stocking obligations in respect of the Goods.</p>
<p>15 Period of Validity of Bids</p>	<p>15.1 Bids / Quotations shall remain valid for the Bid Validity period specified in the individual RFQs. The Bid Validity period starts from the date fixed for the Bid submission deadline (as prescribed by the Procuring Agency in accordance with ITB 18.1). A Bid valid for a shorter period shall be rejected by the Procuring Agency as non-responsive.</p> <p>15.2 In exceptional circumstances, prior to the expiration of the Bid validity period, the Procuring Agency may request Bidders to extend the period of validity of their Bids only</p>

	<p>once. The request and the responses shall be made in writing. A Bidder may refuse the request to extend the validity of their bids. A Bidder granting the request shall not be required or permitted to modify its Bid.</p>
<p>16 Format and Signing of Bid</p>	<p>16.1 The Bidder shall prepare one original of the documents comprising the Bid as described in ITB 10 and clearly mark it "ORIGINAL." In addition, the Bidder shall submit the number of copies of the Bid, as specified in the BDS and clearly mark them "COPY." In the event of any discrepancy between the original and the copies, the original shall prevail.</p> <p>16.2 Bidders shall mark as "CONFIDENTIAL" information in their Bids which is confidential to their business. This may include proprietary information, trade secrets, or commercial or financially sensitive information.</p> <p>16.3 The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person 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 where entries or amendments have been made shall be signed or initialed by the person signing the Bid.</p> <p>16.4 In case the Bidder is a JV, the Bid shall be signed by an authorized representative of the JV on behalf of the JV, and so as to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized representative.</p>
<p>D. Submission and Opening of Bids</p>	
<p>17 Sealing and Marking of Bids</p>	<p>17.1 The Bidder shall deliver the Bid in a single, sealed envelope. Within the single envelope, the Bidder shall place the following separate, sealed envelope:</p> <p>(a) in an envelope marked "ORIGINAL", all documents comprising the Bid, as described in ITB 10; and</p>

	<p>(b) in an envelope marked "COPIES", all required copies of the Bid; and,</p> <p>17.2 The inner and outer envelopes, shall:</p> <ul style="list-style-type: none"> (a) bear the name and address of the Bidder; (b) be addressed to the Procuring Agency as specified in BDS; (c) bear the specific identification of this Bidding process indicated in ITB 1.1; and (d) bear a warning not to open before the time and date for Bid opening. <p>17.3 If all envelopes are not sealed and marked as required, the Procuring Agency will assume no responsibility for the misplacement or premature opening of the Bid.</p>
<p>18 Deadline for Submission of Bids</p>	<p>18.1 Bids must be received by the Procuring Agency at the address and no later than the date and time specified in the BDS.</p> <p>18.2 If required in accordance with the provisions of ITB 6.3, the Procuring Agency will extend the deadline for the submission of Bids, in which case all rights and obligations of the Procuring Agency and the Bidder subject to the previous deadline shall thereafter be subject to the deadline as extended.</p>
<p>19 Late Bids</p>	<p>19.1 The Late Bids shall be processed as per the PBCDDA Procurement Regulations, 2024.</p>
<p>20 Withdrawal, Substitution, and Modification of Bids</p>	<p>20.1 A Bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization (the power of attorney) in accordance with ITB 16.3, (except that withdrawal notices do not require copies). The corresponding substitution or modification of the Bid must accompany the respective written notice. All notices must be:</p> <ul style="list-style-type: none"> (a) prepared and submitted in accordance with ITB 16 and ITB 17 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be

	<p>clearly marked "WITHDRAWAL," "SUBSTITUTION," or "MODIFICATION;" and</p> <p>(b) received by the Procuring Agency prior to the deadline prescribed for submission of Bids, in accordance with ITB 18.</p> <p>20.2 Bids requested to be withdrawn in accordance with ITB 20.1 shall be returned unopened to the Bidders.</p> <p>20.3 No Bid may be withdrawn, substituted, or modified 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 Letter of Bid or any extension thereof.</p>
<p>21 Maximum Number of parties to Framework Agreement</p>	<p>21.1 A maximum of Fifteen (15) parties can become part of the Open Framework Agreement at a time.</p> <p>21.2 If a Framework Agreement with any party is terminated within the course of the Contract, then applications from potential applicants shall be considered to become party to Open Framework Agreement.</p>
<p>E. Evaluation and Comparison of Bids</p>	
<p>22 Confidentiality</p>	<p>22.1 Information relating to the evaluation of Bids and recommendation to conclude a Framework Agreement(s), shall not be disclosed to Bidders or any other persons not officially concerned with the Bidding process until the Notification of Intention to conclude the Framework Agreement is transmitted to all Bidders in accordance with ITB 31.1.</p> <p>22.2 Any effort by a Bidder to influence the Procuring Agency in the evaluation or decision to conclude a Framework Agreement(s) may result in the rejection of its Bid.</p> <p>22.3 Notwithstanding ITB 22.2, from the time of Bid opening to the time of the Framework Agreement being concluded, if any Bidder wishes to contact the Procuring Agency on any matter related to the Bidding process, it should do so in writing.</p>
<p>23 Clarification of Bids</p>	<p>23.1 To assist in the examination, evaluation, comparison of Bids, and qualification of</p>

	<p>Bidders, the Procuring Agency may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder in respect to its Bid and that is not in response to a request by the Procuring Agency shall not be considered. The Procuring Agency's request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease, in the substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of errors discovered by the Procuring Agency in the Evaluation of the Bids.</p> <p>23.2 If a Bidder does not provide clarifications of its Bid by the date and time set in the Procuring Agency's request for clarification, its Bid may be rejected.</p>
<p>24 Deviations, Reservations, and Omissions</p>	<p>24.1 During the evaluation of Bids, the following definitions apply:</p> <ul style="list-style-type: none"> (a) "Deviation" is a departure from the requirements specified in the Bidding documents; (b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding documents; and (c) "Omission" is the failure to submit part or all of the information or documentation required in the Bidding documents.
<p>25 Determination of Responsiveness</p>	<p>25.1 The Procuring Agency's determination of a Bid's responsiveness is to be based on the contents of the Bid itself, as defined in ITB 10.</p> <p>25.2 A substantially responsive Bid is one that meets the terms and conditions, and the requirements of the Bidding documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:</p> <ul style="list-style-type: none"> (a) If accepted, would: <ul style="list-style-type: none"> (i) affect in any substantial way the scope, quality, or performance of the Services specified in the Framework Agreement; or

	<p>(ii) limit in any substantial way, inconsistent with the Bidding documents, the Procuring Agency's rights or the Bidder's obligations under the Framework Agreement; or</p> <p>(b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive Bids.</p> <p>25.3 The Procuring Agency shall examine the Bids submitted in accordance with ITB 13 and ITB 14, in particular, to confirm that all requirements of Section IV (Schedule of Requirements) have been met without any material deviation or reservation, or omission.</p> <p>25.4 If a Bid is not substantially responsive to the requirements of Bidding documents, it shall be rejected by the Procuring Agency and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.</p>
<p>26 Non-conformities, Errors and Omissions</p>	<p>26.1 Provided that a Bid is substantially responsive, the Procuring Agency may waive any minor non-conformities in the Bid.</p> <p>1.1 Provided that a Bid is substantially responsive, the Procuring Agency may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify non-material non-conformities or omissions in the Bid related to documentation requirements. Such omission shall not be related to any such aspect that apparently or potentially affects the ranking of the Bidder or the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.</p>
<p>27 Evaluation of Bids</p>	<p>27.1 The Procuring Agency shall use the criteria and methodologies listed in this ITB and Section III - Evaluation Criteria in deciding to conclude a Framework Agreement(s). No other evaluation criteria or methodologies shall be permitted.</p>
<p>28 Qualification of the Bidder(s)</p>	<p>28.1 The Procuring Agency may ask the Bidders to establish that their qualification still establishes as determined during prequalification process,</p>

	and ask for any documentary evidence for such assurance. A negative determination shall result in disqualification of the Bid.
29 Procuring Agency's Right to Accept or Reject All Bids	29.1 The Procuring Agency reserves the right to accept or reject all the Bids, and to annul the Bidding process at any time, without thereby incurring any liability to the Bidders.
30 Standstill Period	30.1 The Framework Agreement(s) shall not be concluded earlier than the expiry of the Standstill Period. The Standstill Period shall be seven (7) Days. The Standstill Period commences the day after the date the Procuring Agency has transmitted to each Bidder the Notification of Intention to Conclude a Framework Agreement. Where only one Bid is submitted, or if this Primary Procurement process is in response to an emergency, the Standstill Period shall not apply.
31 Notification of Intention to Conclude a Framework Agreement	31.1 The Procuring Agency shall send to each successful bidder, the Notification of Intention to Conclude a Framework Agreement. The Notification(s) of Intention to Conclude shall contain, at a minimum, the following information: <ul style="list-style-type: none"> (a) the name and address of the Bidder(s) submitting the successful Bid(s); (b) the names of all Bidders who submitted Bids, and their Bid prices, or pricing mechanism(s), as readout, and as evaluated; (c) a statement of the reason(s) the Bid (of the unsuccessful Bidder to whom the Notification on Intention to Conclude a Framework Agreement(s) is addressed) was unsuccessful; (d) the expiry date of the Standstill Period; (e) instructions on how to request a debriefing and/or submit a complaint during the Standstill Period.
F. Conclusion of a Framework Agreement	
32 Notification to Conclude a Framework Agreement	32.1 This is an Open Framework Agreement.

	<p>32.2 Prior to the expiration of the Bid Validity Period and upon expiry of the Standstill Period, specified in ITB 30.1 or any extension thereof, and upon satisfactorily addressing a complaint that has been submitted within the Standstill Period, the Procuring Agency shall transmit to the successful Bidder(s) a Notification to Conclude a Framework Agreement, attaching the Framework Agreement for signature by the Bidder.</p>
<p>33 No Obligation to Purchase</p>	<p>33.1 The conclusion of a Framework Agreement shall not impose any obligation on the Procuring Agency to procure any services under the Framework Agreement.</p>
<p>34 Non-exclusivity</p>	<p>34.1 This Primary Procurement process is non-exclusive, and the Procuring Agency reserves the right to procure the Services from other suppliers who are not FA Suppliers.</p>
<p>35 Signing the Framework Agreement</p>	<p>35.1 The Bidder shall sign, date and return the Framework Agreement within fifteen (15) days of receipt of the same.</p>
<p>36 Publication of the Conclusion of Framework Agreement Notice</p>	<p>36.1 Within ten (10) Days of transmission to the successful Bidder(s) of the Notification(s) to Conclude a Framework Agreement(s) as per ITB 32.1, the Procuring Agency shall publish the Conclusion of Framework Agreement Notice which shall contain, , the following information:</p> <ul style="list-style-type: none"> (a) name and address of the Procuring Agency, and if applicable, all participating Procuring Agencies; (b) name and reference number of the Framework Agreement being concluded, and the selection method used; (c) names of all Bidders that submitted Bids, and as evaluated; (d) names of all Bidders whose Bids were rejected either as nonresponsive or as not meeting qualification criteria, or were not evaluated, with the reasons therefor; and

		(e) the name(s) of the successful Bidder(s), the duration of Framework Agreement(s), and a summary of its scope.
37 Grievance Mechanism	Redressal	<p>37.1 Procuring agency shall constitute a Grievance Redressal Committee (GRC) comprising of odd number of person with proper power and authorization to address the complaint. The GRC shall not have any of the members of Procurement Evaluation Committee.</p> <p>37.2 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 Regulation 26, and the same shall be addressed by the GRC well before the proposal submission deadline.</p> <p>37.3 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 Regulation and the same shall be addressed by the GRC well before the proposal submission deadline.</p> <p>37.4 Any Bidder feeling aggrieved by the Evaluation results shall lodge a written complaint within 03 days of the announcement of evaluation results. In case, the complaint is filed after the issuance of the final evaluation report during the standstill period, the complainant cannot raise any objection on technical evaluation of the report.</p> <p>37.5 The GRC shall investigate and decide upon the complaint within fifteen days of receipt of the complaint. Mere fact of lodging of a complaint shall not warrant suspension of the procurement process.</p>
38 Addition of Parties to the Framework Agreement		<p>38.1 The suppliers or contractors may apply to become a party or parties to the framework agreement at any time during its operation by presenting indicative submissions to the Procuring Agency in compliance with the requirements of the invitation to become a party to the open framework agreement.</p> <p>38.2 The Procuring Agency shall examine all indicative submissions received during the period of operation of the framework agreement within a maximum of forty-five (45) working days in accordance with the procedures set out in the</p>

	<p>invitation to become a party to the open framework agreement.</p> <p>38.3 The framework agreement shall be concluded with all qualified suppliers or contractors that presented submissions unless their submissions have been rejected on the grounds specified in the invitation to become a party to the open framework agreement or the maximum limit of qualified suppliers or contractors has been reached.</p> <p>38.4 The Completion period of framework agreement shall be in accordance with original Framework agreement.</p> <p>38.5 Maximum numbers of Framework agreement against each lot as defined in ITB 21.</p>
G. Secondary Procurement Process for awarding a Call-off Contract	
39 Method and criteria for award of Call-off Contract	<p>39.1 The Secondary Procurement method for selecting an FA Supplier and awarding a Call-off Contract is detailed in the Framework Agreement (see Schedule 2: Secondary Procurement).</p> <p>39.2 To participate in a Secondary Procurement and be awarded a Call-off Contract, FA Suppliers must maintain their qualification and eligibility, and shall continue to meet the criteria stipulated in these Bidding Documents.</p> <p>39.3 At the Secondary Procurement stage and during the award of a Call-off Contract, the Procuring Agency may request evidence of the FA Supplier's continued qualification and eligibility.</p>
H. Blacklisting Mechanism	
40 Blacklisting Mechanism	<p>40.1 The Authority may, for a specified period or permanently, debar and blacklist a supplier or contractor from participating in any procurement process of the Authority, if the supplier or contractor:</p> <ul style="list-style-type: none"> a. acts in a manner detrimental to the public interest or good practices; b. consistently fails to perform its obligations under the Framework Agreement c. provides false, fabricated or materially incorrect information. <p>40.2 The Authority may, on its own motion, or information provided by any party carry out an</p>

	<p>enquiry to determine, whether there is sufficient cause for blacklisting a supplier or contractor.</p> <p>40.3 Where the Authority is <i>prima facie</i> satisfied that such a cause exists based on its enquiry, it shall serve a show-cause notice to the supplier or contractor containing the precise allegation, the maximum penalty that the Authority intends to impose and the time within which the supplier or contractor is required to submit its reply which shall not be less than seven (7) days from the date of issuing the show cause notice.</p> <p>40.4 Irrespective of whether the supplier or contractor submits its defence to the show-cause notice, the Authority shall conduct a hearing giving the supplier or contractor to explain its position. Notice of hearing shall be given in writing containing the date, time and venue of hearing which shall not be less than seven (7) days from the date of issuing the notice of hearing.</p> <p>40.5 The Authority shall decide the matter within fifteen (15) days of hearing giving reasons for its decision. The Authority may either drop the charges against the supplier or contractor or impose any of the following punishments:</p> <ol style="list-style-type: none"> a. blacklisting; b. temporary debarment from participation in procurement proceedings; <p>40.6 The blacklisting and debarment will apply to the procurement carried out by the Authority.</p> <p>40.7 Nothing contained in this paragraph shall restrict the right of the Authority to communicate its decision to any other procuring entity, regulator or authority established by or under the law for publication of the blacklisting or debarment order on its website and for passing of appropriate orders to blacklist or debar the supplier or contractor from participating.</p>
<p>41 Party to Open Framework Agreement</p>	<p>41.1 The Procuring Agency may publish, after specified period mentioned in the BDS, invitation to become a party to the open framework agreement and shall in addition ensure unrestricted, direct and full access to the terms and conditions of the framework agreement and to any other necessary information relevant to its operation.</p>

Section II - Bid Data Sheet (BDS)

The following specific data for the Services to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions in the **BDS** shall prevail over those in ITB.

ITB 1.1	<p>Procurement Title: Hiring of Marketing Activation Firms under Open Framework Agreement.</p> <p>Term of Framework Agreement The Framework Agreement shall be for a Term of Three (03) years from the commencement date stated in the Framework Agreement.</p>
ITB 1.1	<p>Final Destination/s (Project Sites) will be specified in each Call-off Contract awarded under the Framework Agreement. If the final destination is different from the named place of destination for delivery, the Procuring Agency will pay the Supplier the reasonable costs for inland transportation.</p>
ITB 1.2 (j) & 21	<p>Multi-Supplier Framework Agreement This Primary Procurement intends to conclude a Multi-Supplier Framework Agreement. <u>Framework Agreement panel – minimum number (3)</u> The Procuring Agency intends to conclude a Framework Agreements with a minimum number of Bidders for each Lot. The minimum number for each lot is three (03). <u>Framework Agreement panel – maximum number (15)</u> The Procuring Agency, will conclude Framework Agreements for each Lot up to a maximum number of (15) qualified bidders with substantially responsive bids. The top ten firms scoring the most marks shall be made part of the Framework Agreement Panel.</p>
ITB 5.1	<p>For clarification of Bid purposes only, the Procuring Agency's address is:</p> <p>Director Procurement PUNJAB CENTRAL BUSINESS DISTRICT DEVELOPMENT AUTHORITY CBD Complex (Ex Walton Airport) Lt (Navy), Yasir Shaheed Road, Lahore Telephone: 042-99058800 Email: procurement@cbdpujlab.gov.pk</p> <p>Requests for clarification should be received by the Procuring Agency no later than: three (03) Days before the deadline for submission of Bids.</p>
ITB 5.2	Pre-Bid meeting will not be held.
ITB 11.1	The Currency in Secondary Procurement is Pakistani Rupees.
ITB 14.1	The Bid validity period in Secondary Procurement shall be Ninety (90) days.
ITB 16.1	In addition to the original of the Bid, the number of copies to be delivered to the Procuring Agency is Nil copies.
ITB 16.3	The written confirmation of authorization to sign on behalf of the Bidder shall be as per Bid Form 4.
ITB 18.1	For Bid submission purpose only, the Procuring Agency's address is: <i>[This address may be the same as or different from that specified under ITB 5.1 for</i>

clarifications]

Director Procurement

PUNJAB CENTRAL BUSINESS DISTRICT DEVELOPMENT AUTHORITY

CBD Complex (Ex Walton Airport) Lt (Navy), Yasir Shaheed Road, Lahore

Telephone: 042-99058800

Email: procurement@cbdpunjab.gov.pk

FOR REFERENCE ONLY

Section III - Evaluation and Qualification Criteria

MANDATORY CRITERIA

- Valid NTN with Valid NTN
- PRA Registration.
- Audited Financial Statements of Last Financial Year i.e. FY 2023. Income Tax Returns in case of Sole Proprietor or AOP.
- Minimum five (05) years of existence of the firm. (To be calculated from date of registration of firm from a relevant body)
- The firm must be Lahore Based.
- Undertaking on a stamp paper of Rs. 300 that firm is not blacklisted, correctness of information and pending litigation.

Note: Firm / Company not fulfilling the mandatory criteria will be characterized as **NOT-ELIGIBLE** and will not participate in the further evaluation process.

TECHNICAL EVALUATION CRITERIA

- **General Experience (20 Marks)**

S. No.	No of years' existence (Incorporation of firms from relevant authority in number of years) (Attach Evidence)	Total Marks 20
1	5 years to 6 years	05
2	6 years to 7 years	10
3	7 years to 8 years	15
4	8 years or more	20

- **Specific Experience (20 Marks)**

Sr. No.	Experience of Similar Assignments (Marketing Activation) (The applicant must attach Purchase Orders, Contracts or Performance Certificates for verifications)	Total Marks 20
1	Maximum ten (10) Government / Semi Government / Corporate / Private Sector Clients (02 marks for each assignment)	20

- **Human Resource (20 Marks)**

Sr. No.	Technical/Managerial Resource (Provide detailed CV & evidence of engagement / collaboration with personnel)		Total Marks 20
	Expert	Relevant Experience	Marks
1	Operations Manager	Min. 05 Years of Experience	10

2	Client Services Manager	Min. 05 Years of experience	10
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• **Average Annual Turnover in PKR of Organization of last Financial Year (20 Marks)**

Sr. No.	Last FY 2023 Audited Financial Statement or Income Tax Return (Attach Audited Financial Statement or Income Tax Return for FY 2023.)	Total Marks 20
1	Full Marks for Annual Turnover of FY 2023 of PKR 100 million. Proportionate Marks for Annual Turnover less than PKR 100 million.	20

• **Written Brief (20 Marks)**

Sr. No.	Written Brief	Total Marks 20
1	Brief on the following points: <ul style="list-style-type: none"> • Experience & Expertise • Creative Capabilities • Draft Mockup Plan of a Property Show in Lahore Expo representing CBD 	20

Total Marks: 100 %
Passing Marks: 65 %

FOR REFERENCE ONLY

Section IV – Schedule of Requirements

Marketing Activation Agencies:

Trade Shows, Booth Setups, on ground special branded structures, brand promotion activities on the ground on national and international level etc.

FOR REFERENCE ONLY

Section V – Bid Forms

1. Letter of Bid

Director Procurement
Punjab Central Business District Development Authority
CBD Complex (Ex Walton Airport) Lt (Navy),
Yasir Shaheed Road,
Lahore

Subject: **Framework Agreement – []**
Date of this Bid submission: *[insert date (as day, month and year) of Bid submission]*
Request for Bid No.: *[insert identification]*

1. We have examined and have **no reservations** to the Bidding Documents, including addenda issued in accordance with Instructions to Bidders (**ITB 6**). We meet the eligibility requirements and have no conflict of interest in accordance with **ITB 3**. If we conclude a Framework Agreement, the Goods and Related Services that we may supply under a Call-off Contract awarded under the Framework Agreement, shall be sourced from an eligible country.
2. We have neither been suspended nor declared ineligible by the Procuring Agency(s) based on execution of a Bid-Securing Declaration or Proposal-Securing Declaration in Pakistan.
3. We offer to supply, in conformity with the Bidding Documents and in accordance with Section IV- Schedule of Requirements, Marketing Activation Services under Open Framework Agreement.
4. Our Bid shall be valid for the period specified in **BDS 14.1** (as amended, if applicable) from the date fixed for the Bid submission deadline specified in **BDS 21.1** (as amended, if applicable), and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
5. If our Bid is accepted and we conclude a Framework Agreement, we understand that we may be required, as a condition of a subsequent Call-off Contract, to obtain a performance security (or guarantee);
6. We are not submitting any other Bid(s) as an individual Bidder, and we are not participating in any other Bid(s) as a Joint Venture member, or as a subcontractor.
7. We understand that there is no obligation on the Procuring Agency/Procuring Agency(s) to procure any Services from any FA Supplier during the Term of the Framework Agreement.
8. We confirm that no undertaking or any form of statement, promise, representation or obligation has been made by the Procuring Agency/Procuring Agency in respect of the

total quantities or value of the Goods that may be ordered by it, or any participating Procuring Agency(s), in accordance with this Framework Agreement. We acknowledge and agree that we have not submitted this Bid on the basis of any such undertaking, statement, promise or representation.

9. In relation to this Primary Procurement, we understand that procuring agency may cancel the procurement process and reject all bid without assigning any reason.
10. We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption.

Name of the Bidder: *[insert complete name of the Bidder]

Name of the person duly authorized to sign the Bid on behalf of the Bidder: **[insert complete name of person duly authorized to sign the Bid]

Title of the person signing the Bid: [insert complete title of the person signing the Bid]

Signature of the person named above: [insert signature of person whose name and capacity are shown above]

Date signed [insert date of signing] **day of** [insert month], [insert year]

2. Bidder Information Form

Primary Procurement - Framework Agreement Goods

Date: *[insert date (as day, month and year) of Bid submission]*

IFP No.: *[insert number of IFP process]*

Page _____ of _____ pages

1. Bidder's Name <i>[insert Bidder's legal name]</i>
2. In case of JV, legal name of each member: <i>[insert legal name of each member in JV]</i>
3. Bidder's actual or intended country of registration: <i>[insert actual or intended country of registration]</i>
4. Bidder's year of registration: <i>[insert Bidder's year of registration]</i>
5. Bidder's Address in country of registration: <i>[insert Bidder's legal address in country of registration]</i>
6. Bidder's Authorized Representative Information Name: <i>[insert Authorized Representative's name]</i> Address: <i>[insert Authorized Representative's Address]</i> Telephone/Fax numbers: <i>[insert Authorized Representative's telephone/fax numbers]</i> Email Address: <i>[insert Authorized Representative's email address]</i>
7. Attached are copies of original documents of <i>[check the box(es) of the attached original documents]</i> <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITB 3.4 . <input type="checkbox"/> In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB 3.1 . <input type="checkbox"/> Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

3. Bidder's JV Members Information Form

Primary Procurement - Framework Agreement Goods

[The Bidder shall fill in this Form in accordance with the instructions indicated below. The following table shall be filled in for the Bidder and for each member of a Joint Venture]].

Date: *[insert date (as day, month and year) of Bid submission]*
 IFP No.: *[insert number of IFP process]*
 Page _____ of _____ pages

1. Bidder's Name: <i>[insert Bidder's legal name]</i>
2. Bidder's JV Member's name: <i>[insert JV's Member legal name]</i>
3. Bidder's JV Member's country of registration: <i>[insert JV's Member country of registration]</i>
4. Bidder's JV Member's year of registration: <i>[insert JV's Member year of registration]</i>
5. Bidder's JV Member's legal address in country of registration: <i>[insert JV's Member legal address in country of registration]</i>
6. Bidder's JV Member's authorized representative information Name: <i>[insert name of JV's Member authorized representative]</i> Address: <i>[insert address of JV's Member authorized representative]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers of JV's Member authorized representative]</i> Email Address: <i>[insert email address of JV's Member authorized representative]</i>
7. Attached are copies of original documents of <i>[check the box(es) of the attached original documents]</i> <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 3.4 .
8. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

4. Power of Attorney

(On Stamp Paper of PKR 300)

Know all men by these presents, we (name of the company and address of the registered office) do hereby appoint and authorize Mr. (full name and residential address) who is presently employed with us and holding the position of as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our proposal for (name of the project) in response to the tenders invited by the (name of the Purchaser) including signing and submission of all documents and providing information/responses to (name of the Purchaser) in all matters in connection with our Bid.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

Dated this ____ day of _____ 20__

For _____

(Signature)
(Name, Designation and Address)
Accepted

(Signature)
(Name, Title and Address of the Attorney)
Date:

FOR REFERENCE ONLY

5. Bid Securing Declaration

[The Bidder shall fill in this Form in accordance with the instructions indicated.]

Date: *[insert date (as day, month and year)]*

Bid No.: *[insert number of Bidding process]*

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

To: *[insert complete name of Procuring Agency]*

We, the undersigned, declare that:

We understand that, according to your conditions, Bids must be supported by a Bid Securing Declaration.

We accept that we will be blacklisted and henceforth cross debarred for participating in respective category of public procurement proceedings for a period of (not more than) six months, if fail to abide with a bid securing declaration, however without indulging in corrupt and fraudulent practices, if we are in breach of our obligation(s) under the Bid conditions, because we:

- (a) have withdrawn or modified our Bid during the period of Bid Validity specified in the Form of Bid;
- (b) Disagreement to arithmetical correction made to the Bid price; or
- (c) having been notified of the acceptance of our Bid by the Procuring Agency during the period of Bid Validity, (i) failure to sign the contract if required by Procuring Agency to do so or (ii) fail or refuse to furnish the Performance Security or to comply with any other condition precedent to signing the contract specified in the Bidding Documents.

We understand this Bid Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) twenty-eight (28) days after the expiration of our Bid.

Signed: *[insert signature of person whose name and capacity are shown]* In the capacity of *[insert legal capacity of person signing the Bid Securing Declaration]*

Name: *[insert complete name of person signing the Bid Securing Declaration]*

Duly authorized to sign the Bid for and on behalf of: *[insert complete name of Bidder]*

a) _____ Dated on _____ day
of _____, _____ *[insert date of signing]*

b)
Corporate Seal (where appropriate)

6. Undertaking

(This should be written in the Rs.300 Stamp Paper)

We, the undersigned, hereby offer to provide (*Insert Procurement Name*) required by Punjab Central Business District Development Authority (PCBDDA) in accordance with its Bidding Document due for opening on July 24, 2024.

We are hereby submitting our Bid and we hereby declare that:

- a) All the information and statements made in this Bid/Proposal are true and we accept that any misrepresentation contained in it may lead to our disqualification;
- b) We are currently not on the removed/blacklisted or suspended by any procuring agency of Pakistan or by any regulatory body in Pakistan and has no dispute with any Government Organization.
- c) We, do not have any pending litigation/arbitration/bankruptcy proceeding (other than the litigation declared alongside this form) with any government department/public sector undertaking/ private sector entity/or any other agency for which we have executed/ undertaken the works/services during the last 3 years.

We agree to abide by the terms and conditions of the Pre-Qualification Document and in addition to the conditions we also agree to abide by all the special instructions mentioned in Pre-Qualification Document. We also hereby categorically confirm that we are fully capable to provide services of external auditors as laid down in the terms of reference

We fully understand and recognize that PCBDDA is not bound to accept this Bid/Proposal that we shall bear all costs associated with its preparation and submission, and that PCBDDA will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the evaluation.

We remain,
Yours sincerely,
Authorized Signature and Stamp [*In full and initials*]: _____
Name, ID Card No. and Title of Signatory: _____
Name of Firm: _____
Contact Details: _____

I. **WITNESS**

Signature: _____
Designation & ID Card No. _____

PART 2 – Framework Agreement

FOR REFERENCE ONLY

Framework Agreement

This Framework Agreement is made for the provision of event management services on the *[insert: number]* day of *[insert: month]*, *[insert: year]* between

Punjab Central Business District Development Authority hereinafter referred to as the “Procuring Agency”) of the First Part and *[insert name of the Supplier]*, a firm having its registered office [] (hereinafter called the “Supplier”) of the Second Part (hereinafter referred to individually as “Party” and collectively as the “Parties”).

This Framework Agreement is subject to the provisions described in the Sections and Schedules listed below, including any amendments made therein from time to time.

This Framework Agreement concludes a standing offer by the Supplier to supply the specified Goods to the Procuring Agency during the Term of the Framework Agreement, as and when the Procuring Agency wishes to purchase them, through a Call-off Contract.

The following documents shall be deemed to form and be read and construed as part of this Framework Agreement and, where indicated, to any Call-off Contract awarded under this Framework Agreement.

- Section A: Framework Agreement General Provisions
- Section B: Framework Agreement Specific Provisions
- Schedule 1: Schedule of Requirements
- Schedule 2: Price Schedules
- Schedule 3: Secondary Procurement
- Schedule 4: Call-off Contract

IN WITNESS whereof, the Parties to this Framework Agreement have caused this Framework Agreement to be executed in accordance with the laws of Pakistan on the day, month and year indicated above.

“For and on behalf of the Procuring Agency:”

For Punjab Central Business
District Development Authority:

Signature
Name:
Designation:

For M/s *[name of the Supplier]*

Signature
Name:
Designation:

WITNESSES

Signature: _____

Signature: _____

CNIC #: _____

CNIC #: _____

Name: _____

Name: _____

FOR REFERENCE ONLY

Section A: Framework Agreement General Provisions (FAGP)

FOR REFERENCE ONLY

Section A

Framework Agreement General Provisions (FAGP)

1. Definitions

1.1 The following words and expressions shall have the meanings hereby assigned to them

- a) “Business Day” is any day that is an official working day of the Procuring Agency. It excludes the Procuring Agency’s official public holidays.
- b) “Call-off Contract” is a contract awarded under a Framework Agreement, through a Secondary Procurement process, for the supply of Goods, and any Related Services.
- c) “Commencement Date” _____ is the date this Framework Agreement is signed by both parties, being the commencement of the Term.
- d) “Contract Documents” means the documents listed in the Call-off Contract, including any amendments thereto.
- e) “Contract Price” is the price payable to the Supplier as specified in the Call-off Contract, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.
- f) “Day” means calendar day.
- g) “Goods” means all goods, materials, items, commodities, raw material, machinery, equipment, and/or other materials, as specified in the FA Specific Provisions, that the Supplier is required to supply to the Procuring Agency under a Call-off Contract. Where appropriate, for the purpose of interpretation, the definition for Goods includes Related Services.
- h) “In Writing” means communicated or recorded in written form. It includes, for example: mail, e-mail, fax.
- i) “Related Services” means the services incidental to the supply of the Goods, such as insurance, installation, training, initial maintenance and other such obligations of the Supplier, as defined in Scope of work.
- j) “Secondary Procurement” is the method used to select a Supplier and award a Call-off Contract under this Framework Agreement.
- k) “Single-User Framework Agreement” means a Framework Agreement where there is only one Procuring Agency, as specified in the FA Specific Provisions.
- l) “Supplier” means the person, private or government entity, or a combination of the above, who has concluded a Framework Agreement to supply to a Procuring Agency, from time to time, and as and when required, the Goods, and, if applicable, Related Services, under a Call-off Contract.

- m) "Term" means the duration of this Framework Agreement as described in the FA Specific Provisions starting from the Effective Date. Where applicable, it includes any extension(s) to the initial Term, if permitted in the FA Specific Provisions.

2. Framework Agreement Documents

- 2.1 This Framework Agreement (FA) shall be read as a whole. Where a documents is incorporated by reference into this Framework Agreement, it shall be deemed to form, and be read and construed, as part of this Framework Agreement.
- 2.2 This Framework Agreement comprises the documents specified in the **FA Specific Provisions**.

3. Award of Call-off contract

- 3.1 The Secondary Procurement method for selecting an FA Supplier and awarding a Call-off Contract is detailed in the Framework Agreement (see Schedule 2: Secondary Procurement). To participate in a Secondary Procurement and be awarded a Call-off Contract, FA Suppliers must maintain their qualification and eligibility, and shall continue to meet the criteria stipulated in these Bidding Documents. At the Secondary Procurement stage and during the award of a Call-off Contract, the Procuring Agency may request evidence of the FA Supplier's continued qualification and eligibility.

4. Evaluation Criteria for Secondary Procurement for awarding a Call-off contract

- 4.1 Proposals will be evaluated on the basis of the financial quotations. The firm quoting the lowest rates shall be awarded the Call off Contract. Any other evaluation criterion shall be made of the Request for Quotation.

5. Revisions of Terms and Conditions of Procurement through second-stage competition

- 5.1 The terms and conditions of procurement under this Framework Agreement may be revised through the Secondary Procurement process.
- 5.2 Any revisions shall remain within the maximum limits or deviations specified in the Framework Agreement Specific Provisions (FASP) and shall not fundamentally alter the nature or overall scope of the Framework Agreement or the Call-off Contract.

6. Supplier's obligations

- 6.1 The Supplier shall offer to provide (standing offer) to the Procuring Agency, the Services, described in the Framework Agreement Schedule 1: Schedule of Requirements, for the Term of this Framework Agreement, in accordance with the terms and conditions stipulated in this Framework Agreement.
- 6.2 During the Term of the Framework Agreement, the Supplier shall continue to be eligible and qualified, and the Services shall continue to be eligible, as per the qualification and eligibility criteria stipulated in the Primary Procurement process and the provisions of sub-paragraphs 3a. to 3c. below The Supplier shall notify the

Procuring Agency immediately, in writing, if it ceases to be qualified and/or ceases to be eligible.

- 6.3 The Supplier undertakes to provide the services under a Call-off Contract. The Services supplied shall be:
- a) as specified in the Framework Agreement, Schedule 1: Schedule of Requirements,
 - b) at the Contract Price specified in the Call-off Contract and
 - c) in such quantities, at such times and to such locations as specified in the Call-off Contract.
- 6.4 The Supplier agrees that the Call-off Contract, General Conditions of Contract set out in the Framework Agreement, and Call-off Contract Special Conditions of Contract set out in a Call-off Contract, shall apply to the provision of services.

7. Continued Qualification and Eligibility

- 7.1 The Supplier, shall continue to have the nationality of an eligible country as specified in the **FA Specific Provisions**. A Supplier or subcontractor, shall be deemed to have the nationality of a country if the Bidder is constituted, incorporated or registered in, and operates in conformity with, the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be.
- 7.2 All Goods and Related Services to be supplied under a Call-off Contract shall continue to have their origin in eligible Countries as specified in the **FA Specific Provisions**. For the purpose of this provision, origin means the country where the Goods have been grown, mined, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components. Ineligible Countries, if any, are listed in the **FA Specific Provisions**.
- 7.3 To continue to be eligible the Supplier shall not have been sanctioned by pursuant to the Anti-Corruption Law, and in accordance with its prevailing sanctions policies and procedures as set forth by the Public Procurement Regulatory Framework as described in Section B, Framework Agreement General Provisions. Where the Supplier has been so sanctioned it will be ineligible for the duration of the period of time as determined by the Procuring Agency or Public Procurement Regulatory Authority.
- 7.4 The Procuring Agency may require, during the Term of the Framework Agreement, evidence of the Supplier's continued qualification and eligibility, and the Goods continued eligibility. Failure to provide such evidence, as requested, may result in the

Supplier being disqualified from participating in a Secondary Procurement process, and/or being awarded a Call-off Contract, and/or the termination of the Framework Agreement.

8. Term

8.1 This Framework Agreement shall commence on the Commencement Date and, unless terminated earlier in accordance with the provisions of this Framework Agreement, or the general law, shall continue until the end of the Term specified in the **FA Specific Provisions**.

8.2 Where permitted in the **FA Specific Provisions**, the Term may be extended (subject to the condition that the total duration of the framework agreement shall not exceed three year), at the Procuring Agency's sole discretion, and where there has been satisfactory performance by the Supplier. To extend the Term, the Procuring Agency shall give the Supplier no less than three (3) months' notice, In Writing, prior to the date on which the Framework Agreement would otherwise have expired.

9. Representative

9.1 The representatives for each party, who shall be the primary point of contact for the other party in relation to matters arising from this Framework Agreement, are specified in the **FA Specific Provisions**. Should the representative be replaced, the party replacing the representative shall promptly inform the other party In Writing of the name and contact details of the new representative. Any representative appointed shall be authorized to make decisions on the day to day operation of the Framework Agreement.

10. Role of Procuring Agency

10.1 The role of PA is to manage and administer the Framework Agreement(s). The Procuring Agency is responsible for all matters pertaining to the Framework Agreement including, for example, amendments, suspension and termination of the Framework Agreement. For matters relating to individual Call-off Contracts, all communications, including notices, must be made to the Procuring Agency named in the Call-off Contract.

11. Contract Price

11.1 The Contract Price for each Call-off Contract shall be determined as specified in the **FA Specific Provisions**.

12. Performance Security (or Guarantee)

12.1 The Procuring Agency may require a Performance Security (or guarantee) from the Supplier in relation to the performance of a specific Call-off Contract. In this event, the Supplier shall comply with the relevant provisions relating to Performance Security (or guarantee) contained in the Call-off Contract Special Conditions of Contract.

13. Language

13.1 This Framework Agreement, and any Call-off Contract, as well as all correspondence and documents relating to this Framework Agreement, and any Call-off Contract, exchanged by the Procuring Agency and Supplier, shall be written in the English language. Supporting documents and printed literature that are part of this Framework Agreement, and any Call-off Contract, may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified, in which case, for purposes of this Framework Agreement, and any Call-off Contract, this translation shall govern.

13.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.

14. Notices

14.1 Any notice given by one party to the other pursuant to this Framework Agreement shall be in Writing to the address specified in the **FA Specific Provisions**. A notice shall be effective when delivered, or on the notice's effective date, whichever is later.

15. Fraud and Corruption

15.1 The Procuring Agency requires the Supplier to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the Primary or Secondary Procurement process or execution of a Call-off Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.

16. Records, inspections and audit

16.1 The Supplier shall keep, and shall make all reasonable efforts to cause its

subcontractor(s), if any, to keep, accurate and systematic accounts and records in respect of this Framework Agreement, the Goods, and any Call-off Contract, in such form and details as will clearly identify relevant time changes and costs.

17. Confidential Information

17.1 The Procuring Agency and the Supplier shall keep confidential and shall not, without the consent In Writing from the other, divulge to any third party any documents, data, or other information furnished directly or indirectly by either party in connection with the Framework Agreement.

17.2 The obligation of a party under **FAGP 14. 1.** above, shall not apply to information that:

- (a) now, or in future, enters the public domain through no fault of that party
- (b) can be proven to have been possessed by that party at the time of disclosure
- (c) and which was not previously obtained, directly or indirectly, from the other party
- (d) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

18. Governing Law

18.1 This Framework Agreement, and any Call-off Contract, shall be governed by, and interpreted in accordance with the applicable Laws, unless otherwise specified in the **FA Specific Provisions**, or the Special Conditions of Contract as set out in any Call-off Contract.

19. Change to the Framework Agreement

19.1 Any change to this Framework Agreement, including an extension of the Term (subject to the condition that the total duration of the framework agreement shall not exceed three year), must be In Writing and signed by both Parties. A change can be made at any time after this Framework Agreement has been signed by both Parties, and before it expires.

20. Termination of the Framework Agreement

20.1 The Procuring Agency, without prejudice to any other remedy for breach of the Framework Agreement, may terminate this Framework Agreement immediately, by notice in writing to the Supplier, if:

- (a) in the judgement of the Procuring Agency, the Supplier has engaged in Fraud and Corruption, or
- (b) during the Term of the Framework Agreement, the Supplier ceases to be qualified or eligible as per FAGP 4. or
- (c) the Supplier purports to assign, or otherwise transfer or dispose of this Framework Agreement, in whole, or in part, without the prior written consent of the Procuring Agency, or
- (d) the Service Provider commits a default under the Call Off Contract, or
- (e) the Supplier becomes bankrupt or otherwise insolvent.

20.2 The Procuring Agency may terminate this Framework Agreement, in whole or in part, by notice In Writing sent to the Supplier, at any time, for its convenience. The notice of termination shall specify that the termination is for the Procuring Agency's convenience, the extent to which the performance of the supplier under the Framework Agreement is terminated, and the date upon which such termination becomes effective.

21. Consequence of expiry or termination

21.1 Upon expiry, or earlier termination of this Framework Agreement, all Call-off Contracts entered into under this Framework Agreement shall continue in full force and effect unless otherwise terminated under the Call-off Contract General or Specific Conditions of Contract. However, no further Call off Contracts shall be awarded once the Framework Agreement is terminated.

22. Dispute resolution in relation to this Framework Agreement

22.1 In the case of a dispute arising out of, or in connection with this Framework Agreement, the Parties shall, in good faith, make every reasonable effort to communicate and cooperate with each other with a view to amicably resolving the dispute.

22.2 Where parties have exhausted the process described in **FAGP 19.1**, the parties may, by mutual agreement, nominate and refer the dispute to an adjudicator/mediator to assist in the resolution of the dispute. Parties will meet their own costs associated with such a referral, and split the costs of the adjudicator/mediator. In appointing the adjudicator/mediator parties should agree whether or not the adjudicator's/mediator's decision is to be final and binding.

23. Dispute resolution in relation to Call-off Contracts

- 23.1 The Procuring Agency and the Supplier for a Call-off Contract 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.
- 23.2 If, after twenty-eight (28) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Procuring Agency or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this provision shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract. Arbitration proceedings shall be conducted in accordance with the rules of procedure specified in the **FA Specific Provisions**.
- 23.3 Notwithstanding any reference to arbitration herein,
- (a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
 - (b) the Procuring Agency shall pay the Supplier any monies due the Supplier.

24. Force Majeure

- 24.1 The Supplier shall not be liable for 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.
- 24.2 For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Procuring Agency in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- 24.3 If a Force Majeure situation arises, the Supplier 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 Supplier 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.

25. Assignment

25.1 Neither the Procuring Agency nor the Supplier shall assign, in whole or in part, their obligations under this Framework Agreement and Call-Off Contract, except with prior written consent of the other party

26. Change in Laws and Regulations

26.1 If after the date of 7 (seven) days prior to the date of Request for Quotation, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in the place of the Procuring Agency's Country where the Project Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Period and/or the Contract Price, then such Delivery Period and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions and/or Change in Laws and Regulations, where applicable, in accordance with the Framework Agreement.

27. Delays in the Service Providers Performance

27.1 Performance of Services shall be made by the Service Provider in accordance with the Terms & Conditions set forth in the Call Off Contracts.

27.2. If at any time during performance of the Contract, the Service Provider should encounter conditions impeding timely 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.

27.3. Except as provided under FAGP Clause 24, 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.

28. Liquidated Damages

28.1 Subject to FAGP Clause 24, if the Service Provider fails to provide the Services as per requirement/ within the period(s) specified in the Call Off 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 Call Off Contract of the delivered price of the delayed 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 Call Off Contract. Once the maximum is reached, the Procuring Agency may consider termination of the Call Off Contract pursuant to FAGP Clause 20 along with other remedies available under PCBDDA Procurement Regulations, 2024.

29. Taxes & Duties

29.1 Service Provider shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Services to the Procuring Agency.

FOR REFERENCE ONLY

Section B: Framework Agreement Specific Provisions

The following Framework Agreement Specific Provisions (FASP) shall supplement and/or amend the Framework Agreement General Provisions (FAGP). Whenever there is a conflict between the FAGP and FASP, the provisions of the FASP shall prevail.

[This section is to be completed by the Procuring agency as per the instructions provided in italicized text. The italicized text should be deleted from the final documents.]

Framework Agreement Specific Provisions	Description
FAGP 1.1 (g) Goods	This Framework Agreement relates to the purchase and supply, under a separate Call-off Contract, of <i>[insert short title that describes the type of Goods, and any Related Services]</i> . The Goods, and Related Services, are more fully described in Schedule 1: Schedule of Requirements including, where applicable: list of Goods, list of Related Services, Technical Specifications, Drawings and Inspections and Tests.
FAGP 1.1 , (k)	Multi-User Framework Agreement.
FAGP 2.2 Framework Agreement Documents	This Framework Agreement comprises the following documents: <ul style="list-style-type: none"> a. Framework Agreement, including all Sections and Schedules, and b. Letter of Bid (from Primary Procurement process)
FAGP 3.4 Supplier's Obligations	<i>[For rapidly changing technologies such as information systems (computers, software, communication technology etc.) specify that this requirement applies.]</i>
FAGP 4. Eligibility	At the present time, firms, goods and services from the following countries are excluded from this Framework Agreement as being ineligible. <i>[[insert a list of the countries to apply the restriction or state "none"].]</i>
FAGP 5.1	The Term of this Framework Agreement is three years.

Term	
FAGP 5.2 Term extension(s)	[As applicable, indicate “(the total duration of the framework agreement shall not exceed three year)
FAGP 6.1 Representatives	<p><u>Procuring Agency’s Representatives</u></p> <p>The name and contact details of the Procuring Agency’s Representative under this Framework Agreement, and the address for notices in relation to this Framework Agreement, are:</p> <p>Name: Title/position: Address: Phone: Mobile: E-mail:</p>
FAGP 6.1 Representatives	<p><u>Supplier’s Representatives</u></p> <p>The name and contact details of the Supplier’s Representative, for the purposes of this Framework Agreement, and the address for notices in relation to this Framework Agreement are:</p> <p>Name: Title/position: Address: Phone: Mobile: E-mail:</p>
FAGP 8.1 Contract Price	The Contract Price that will apply to the hiring of services under a Call-off Contract shall be the successful competitive quotation.
FAGP 9.1 Evaluation	The firm quoting the lowest rate in the Secondary Procurement against a specific RFQ shall be awarded the Call Off Contract.

Criteria for second-stage competition	
FAGP 14 Notices	<p>Procurement Agency: Procurement Directorate Punjab Central Business District Development Authority, CBD Complex, Ex Walton Airport, Lt. Navy Yasir Shaheed Road, Lahore</p> <p>Supplies [address]</p>
FAGP 23.2 Dispute Resolution in relation to Call-off Contract.	<p>Arbitration shall be conducted in accordance with the Arbitration Act, 1940 or any statutory re-enactment or repeal thereof. The seat and venue of the arbitration shall be Lahore.</p>

FOR REFERENCE ONLY

SCHEDULE 1: Schedule of Requirements

Contents

FOR REFERENCE ONLY

SCHEDULE 2: Secondary Procurement

This Section contains the methods and the criteria that the Procuring Agency shall use to conduct a Secondary Procurement process to select a Supplier and award a Call-off Contract under this Framework Agreement. No other factors, methods or criteria shall be used other than specified in these bidding documents for the Secondary Procurement process.

FOR REFERENCE ONLY

1. Secondary Procurement method

The Secondary Procurement method(s) that apply to the selection of a Supplier for the award of a Call-off Contract under this Framework Agreement is competitive quotations through second-stage competition.

The procedure for the application of the procurement methods outlined under paragraph 1 above are the following.

1.1 Competitive quotations (second-stage competition)

The Procuring Agency will prepare a Request for Quotation (RFQ) and invite all eligible Suppliers holding a Framework Agreement that includes the services to be procured under the Call-off Contract to submit competitive quotations against the services.

The RFQ will include:

- (a) the Services to be provided
- (b) services delivery location(s)
- (c) services delivery date(s) or schedule
- (d) quantity or BOQ (if applicable)
- (e) the criteria to be applied to the evaluation of quotations
- (f) the award criteria, e.g.:
 - The Procuring Agency shall award the Call-off Contract to the Supplier whose Bid(s) has been determined to be:
 - the lowest evaluated cost.
- (g) deadline for submission of quotations
- (h) reference the Call-off Contract Terms and Conditions of supply, which are to apply to the purchase
- (i) *any other relevant information.*

2. Formation of Call-off Contract

The Procuring Agency shall confirm that the selected Supplier continues to be qualified and eligible in accordance with Framework Agreement prior to the formation of the Call-off Contract. The Call-off Contract is formed when the Procuring Agency transmits the signed Call-off Contract to the successful Supplier, a Call-off Contract for the Services and the supplier accepts the order.

3. Complaint about award of Call-off Contract

An unsuccessful Supplier may complain about the decision to award a Call-off Contract. In this case the process for making a complaint is as follows:

- a. the complaint shall be made in writing to the Procuring Agency, by the quickest means available, e.g. email.
- b. the Procuring Agency will address the complaint within a reasonable time
- c. the receipt of a complaint does not prohibit the award of the Call-off Contract, and no standstill period or pause in process shall apply.

SCHEDULE 3: Call-off Contract

FOR REFERENCE ONLY

Call-off Contract

Call-off Contract for the provision of services



Punjab Central Business District Development Authority

Government of the Punjab

CBD Punjab Complex, Ex Walton Airport, Lt. Navy, Yasir Shaheed Road, Lahore



WORK ORDER

P.O. NUMBER:

XXXX

Date:

abc

SUPPLIER

M/s ABC

BILL TO

Client

DELIVER TO

Client

S. No	Description	Qty.	Unit Rate with Tax	Total Amount
1	XYZ	123	123	123

Terms and Conditions:

1) ABC

AUTHORIZED SIGNATORY

Grand Total (Rs)

123

Terms and Conditions of Call-off Contract

All the terms and conditions of Framework Agreement shall be applicable on this Call-off Contract.

(Project Site/Final Destination)	The Project Site(s)/Final Destination(s) is/are: <i>[Insert name(s) and detailed information on the location(s) of the site(s)]</i>
Addresses for notices	<p>For notices, the Procuring Agency's address shall be:</p> <p>Attention: <i>[insert full name of person, if applicable]</i></p> <p>Street Address: <i>[insert street address and number]</i></p> <p>Floor/ Room number: <i>[insert floor and room number, if applicable]</i></p> <p>City: <i>[insert name of city or town]</i></p> <p>ZIP Code: <i>[insert postal ZIP code, if applicable]</i></p> <p>Country: <i>[insert name of country]</i></p> <p>Telephone: <i>[include telephone number, including country and city codes]</i></p> <p>Facsimile number: <i>[insert facsimile number, including country and city codes]</i></p> <p>Electronic mail address: <i>[insert e-mail address, if applicable]</i></p> <p><u>Address for notices to the Supplier:</u> <i>insert the name of officer authorized to receive notices</i> <i>[title/position]</i> <i>[department/work unit]</i> <i>[address]</i> <i>[email address]</i></p>
Settlement of Disputes	The settlement of disputes for Call-off Contracts shall be in accordance with FAGP 20.2
Contract Price	<p>The prices charged for the Goods supplied and any related Services performed <i>[insert "shall" or "shall not," as appropriate]</i> be adjustable.</p> <p>If prices are adjustable, the following method shall be used to calculate the price adjustment <i>[see attachment to Schedule 2 of the Contract for a sample Price Adjustment Formula]</i></p>

Terms of payment

Sample provision [The following are the sample terms of payment which, depending on the nature, size and complexity of the purchase, may be appropriately revised by the Procuring Agency]

[Note 1: For Goods to be supplied from abroad: At the time of the Call-off Contract, the Procuring Agency shall select one of the following options taking into considerations factors including: (i) the Call-off contract amount; (ii) the Delivery Period; (iii) the feasibility of setting up a letter of credit in a timely manner; (iv) applicable disbursement arrangements in the Financing Agreement and additional information in the Disbursement Letter; and (v) the extent to which suppliers of the subject Goods from abroad can accept alternative payment methods other than through letter of credit.

The method and conditions of payment to be made to the Supplier under this Call-off Contract shall be as follows:

1. Payment for Goods supplied from abroad:

Payment of foreign currency portion shall be made in *[insert currency of the Contract Price]* in the following manner:

[OPTION 1]

- (i) **Advance Payment:** Ten (10) percent of the Contract Price shall be paid within thirty (30) days of signing of the Contract, and upon submission of claim and a bank guarantee in the amount and currencies equal to the advance payment amount valid until the Goods are delivered and in the form provided in the Bidding document or another form acceptable to the Procuring Agency.
- (ii) **On Shipment:** Eighty (80) percent of the Contract Price of the Goods shipped shall be paid through irrevocable confirmed letter of credit opened in favor of the Supplier in a bank in its country, upon submission of concerned documents.
- (iii) **On Acceptance:** Ten (10) percent of the Contract Price of Goods received shall be paid within thirty (30) days of receipt of the Goods upon submission of claim supported by the acceptance certificate issued by the Procuring Agency.

Payment of local currency portion shall be made in *[insert currency]* within thirty (30) days of presentation of claim supported by a certificate from the Procuring Agency declaring that the Goods have been delivered and that all other contracted Services have been performed.

	<p>OR</p> <p><u>[OPTION 2]</u></p> <p>(i) Advance Payment: Twenty (20) percent of the Contract Price shall be paid within thirty (30) days of signing of the Contract, and upon submission of claim and a bank guarantee in the amount and currencies equal to the advance payment amount valid until the Goods are delivered and in the form provided in the Bidding document or another form acceptable to the Procuring Agency.</p> <p>(ii) On Shipment: Sixty (60) percent of the Contract Price shall be paid within 30 days receipt by the Procuring Agency of concerned documents.</p> <p>(iii) On delivery of the Goods at the final place of destination: Twenty (20) percent of the Contract Price shall be paid within thirty (30) days of delivery of the Goods at the final place of destination, supported by an acceptance certificate issued by the Procuring Agency and receipt of the Supplier's invoice.</p> <p>2. Payment for Goods and Services supplied from within the Procuring Agency's Country:</p> <p>Payment for Goods and Services supplied from within the Procuring Agency's Country shall be made in <i>[insert currency]</i>, as follows:</p> <p>(i) Advance Payment: Ten (10) percent of the Contract Price shall be paid within thirty (30) days of signing of the Contract against a simple receipt and a bank guarantee for the equivalent amount and in the form provided in the Bidding document or another form acceptable to the Procuring Agency.</p> <p>(ii) On Delivery: Eighty (80) percent of the Contract Price shall be paid on receipt of the Goods and upon submission of the concerned documents.</p> <p>(iii) On Acceptance: The remaining ten (10) percent of the Contract Price shall be paid to the Supplier within thirty (30) days after the date of the acceptance certificate for the respective delivery issued by the Procuring Agency.</p>
<p>Interest due for late payment</p>	<p>The payment-delay period after which the Procuring Agency shall pay interest to the supplier shall be <i>[insert number]</i> days.</p> <p>The interest rate that shall be applied is <i>[insert number]</i> %</p>
<p>Performance</p>	<p>A Performance Security (or Guarantee) <i>[insert "shall" or "shall</i></p>

<p>Security (or Guarantee)</p>	<p>not”] be required.</p> <p><i>[If a Performance Security (or Guarantee) is required, insert “The amount of the Performance Security (or Guarantee) shall be:” [insert amount]</i></p> <p><i>[The amount of the Performance Security (or Guarantee) is usually expressed as a percentage of the Contract Price. The percentage varies according to the Procuring Agency’s perceived risk and impact of non-performance by the Supplier. A 10% percentage is used under normal circumstances]</i></p>
<p>Inspections and tests</p>	<p>The inspections and tests shall be: <i>[insert: “as per the Framework Agreement Schedule 1: Schedule of Requirements”, or if different or additional state the nature, frequency, procedures for carrying out the inspections and tests]</i></p>

Liquidated damages

The liquidated damage shall be *[insert % number]* per week.

The maximum amount of liquidated damages shall be *[insert % number]*.

1.1 Warranty

1.2 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.

1.3 The Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.

1.4 The warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Call Off Contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the country of origin, whichever period concludes earlier.

1.5 The Procuring Agency shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Procuring Agency shall afford all reasonable opportunity for the Supplier to inspect such defects.

1.6 Upon receipt of such notice, the Supplier shall, within the period specified in the SCC, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Procuring Agency.

1.7 If having been notified, the Supplier fails to remedy the defect within the period specified in the SCC, the Procuring Agency may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Procuring Agency may have against the Supplier under the Contract.

1.8 The period of validity of the Warranty shall be *[insert number]* days.

1.9 For purposes of the Warranty, the place(s) of final destination(s) shall be:

[insert name(s) of location(s)].

1. The warranty period shall be _____ hours of operation or _____ months from date of inspection of Goods, whichever occurs earlier. The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the Contract. If, for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall, at its discretion, either:

(a) make such changes, modifications, and/or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests.

(b) pay liquidated damages to the Procuring Agency with respect to the failure to meet the contractual guarantees. The rate of these liquidated damages shall be (_____)

PROCUREMENT DOCUMENT



**Hiring of Firms for Outdoor
Branding / Fabrication Services
under Open Framework
Agreement with Second-Stage
Competition**

**Punjab Central Business District
Development Authority
July, 2024**

Invitation to Bid

1. The Punjab Central Business District Development Authority hereby invites Outdoor Branding / Fabrication Firms to become a party to this Open Framework Agreement as per the terms of regulation 55 of the PCBDDA Procurement Regulations, 2024. The objective of this Open Framework Agreement is to cater/hire on-demand provision of services as described in Schedule IV – Schedule of Requirements through subsequent Call-off Procedure through Second Stage Competition.
2. Bidding Document, in the English language, can be purchased by the interested Bidders on the submission of a written application to the addressee below and upon payment of a non-refundable fee of Pak Rs. 25,000/- which shall be submitted in the form of Pay Order / CDR in favor of **“Punjab Central Business District Development Authority.”**
3. Bids must be delivered to the addressee below on or before July 25, 2024, **at 1100 Hours**. Interested eligible Bidders may obtain further information from *Punjab Central Business District Development Authority* at the address given below from office hours of 0900 to 1700 hours.
4. Bidding Documents are immediately available from the date of publication. *Punjab Central Business District Development Authority* will not be responsible for any cost or expense incurred by Bidders in connection with the preparation or delivery of Bids. The Bidding document carrying all details can also be downloaded from PCBDDA’s website www.cbdpunjab.gov.pk for information only.

Director Procurement
PUNJAB CENTRAL BUSINESS DISTRICT DEVELOPMENT AUTHORITY
CBD Punjab Complex (Ex Walton Airport) Lt (Navy), Yasir Shaheed Road,
Lahore, Email: procurement@cbdpunjab.gov.pk

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Part 1 - Bidding Documents

FOR REFERENCE ONLY

Section I -. Instructions to Bidders (ITB)

A. General	
1. Scope of Bid	1.1 The Punjab Central Business District Development Authority (PCBDDA) invites Bids against Tender ID no. PCBDDA/PRO/TENDER/2024-25/01 for the provision of services as specified in the Section-IV Schedule of requirements (Scope of work) for the period, timeline(s) and destination as stated in the Bid Data Sheet (BDS).
2 Definitions	2.1 Throughout this set of Bidding Documents: <ul style="list-style-type: none">a) "in writing" means communicated in written form (e.g. by mail, e-mail, fax, including any other electronic means if specified in the BDS) with proof of receipt;b) if the context so requires, "singular" means "plural" and vice versa;c) "Day" means calendar day, unless otherwise specified.d) "Business Day" means an official working day of the Procuring Agency. It excludes official public holidays;e) "Bid" means a Bid made in response to an invitation, an indicative submission in accordance with the respective regulation of the PCBDDA Procurement Regulations 2024 and where it is made in response to a RFQ under Secondary Procurement Process, a quotation including the bid price".f) "Bidder" refers to any person that submits a Bid in response to an Invitation to Bid issued by the Punjab Central Business District Development Authority (PCBDDA);).g) "Call-off Order" means a Purchase / Work Order awarded, under Open Framework Agreement, through a Secondary Procurement process, for the provision of services;h) "Open Framework Agreement" means an agreement in terms of regulation 55 of the PCBDDA Procurement Regulations 2024;

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| | <ul style="list-style-type: none">i) "Delivery Period" is the specified period from the date of formation of a Call-off order for provision of the Good or Related Service, as per the applicable terms and conditions.j) "Framework Agreement (FA)" means a contractual arrangement which allows a procuring agency to procure goods, services or works that are needed continuously or repeatedly at agreed terms and conditions over an agreed period of time, through placement of a number of orders;k) "Goods" means all goods, materials or items that the FA Supplier is required to supply to the Procuring Agency under a Call-off Contract placed under a Framework Agreement. Details of such Goods and related services are set out as a part of the Framework Agreement and particularly described in a Call-off Contract. Where appropriate, for the purpose of interpretation, the definition for Goods;l) "Multi-Supplier Framework Agreement" means where more than one Bidder (Supplier) concludes a Framework Agreement;m) "person" means any individual, corporation, partnership, joint venture, association, organization, or any other entity, whether incorporated or unincorporated, that is capable of entering into binding contracts under the laws of Pakistan;.n) "Procuring Agency" means Punjab Central Business District Development Authority;o) "successful bidder" means the Bidder whose Bid has been evaluated and determined by the Procuring Agency as meeting the requirements and criteria set forth in the Bidding Documentsp) "Regulations" means PCBDDA Procurement Regulations 2024 unless otherwise provided;q) "Primary Procurement Process" means the procurement process that results in concluding a Framework Agreement(s) with successful Bidder(s);r) "Secondary Procurement Process" means the |
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process described in the Framework Agreement and followed by a Procuring Agency to select a FA Supplier, and award a Call-off Contract for the provision of goods & services that is in accordance with regulation 56 of the PCBDDA Procurement Regulations 2024;

- s) "Single-Supplier Framework Agreement" means a Framework Agreement where only one Bidder (Supplier) concludes a Framework Agreement;
- t) "successful bidder" means the Bidder whose Bid has been evaluated and determined by the Procuring Agency as meeting the requirements and criteria set forth in the Bidding Documents which may result in the formation of a Framework Agreement;
- u) "FA Supplier" means a Bidder that has concluded a Framework Agreement through the Primary Procurement process may be considered for the award of a Call-off Contract (through Secondary Procurement Process), to provide the services as and when required through Call-off Contract;
- v) "Standstill Period" means means a period of seven days starting from the dispatch of a notice as required by regulation 35 during which the Authority cannot accept the successful bid and during which suppliers or contractors can challenge the decision.
- w) "Term" means the duration of a Framework Agreement starting on the Commencement Date;
- x) "Coercion" means where a supplier or contractor impairs or harms, or threatens to impair or harm, directly or indirectly, any party to the procurement proceedings or the property of the party to influence its actions to achieve a wrongful gain or to cause a wrongful loss;
- y) "Collusive Practice" means an arrangement between two or more suppliers or contractors to the procurement process or procurement contract, designed to achieve with or without

	<p>the knowledge of the Authority to establish prices at artificial, non-competitive levels for any wrongful gain;</p> <p>z) “Corrupt Practice” means where the supplier or contractor offers, gives, receives or solicits, directly or indirectly, anything of value to influence the acts of another party for wrongful gain;</p> <p>aa) “Fraudulent Practice” means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;</p> <p>bb) “Obstructive Practice” means where a supplier or contractor harms or threatens to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a procurement contract or deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements before the Authority 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 any rights provided for under the regulations.</p>
<p>3 Fraud and Corruption</p>	<p>3.1 The Procuring Agency requires that the Applicants / Bidders / Suppliers / Contractors, observe the highest standard of ethics during the procurement and execution of such agreements and contracts.</p> <p>3.2 The Bidders shall permit and shall cause their agents (whether declared or not), sub-contractors, sub-consultants, service providers, suppliers, and their personnel, to permit the Procuring Agency to inspect all accounts, records and other documents relating to any, Application / Bid submission, Primary Procurement process, Framework Agreement performance, Secondary</p>

	<p>Procurement process, and/or Call-off Contract performance (in the case of award of a Call-off Contract), and to have them audited by auditors appointed by the Procuring Agency.</p> <p>3.3 Any communications between the Bidder and the Procuring Agency related to matters of alleged corrupt and fraudulent practices must be made in writing or in electronic forms that provide record of the content of communication.</p> <p>3.4 Procuring Agency will reject a bid or proposal, if it is established that the Applicant or the Bidder was engaged in corrupt and fraudulent practices in competing for the contract. Procuring Agency may also declare the Bidder as blacklisted in accordance with PCBDDA Procurement Regulations 2024.</p>
<p>4 Eligible Bidders</p>	<p>4.1 A Bidder shall not have a conflict of interest. Any Bidder found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest for the purpose of this Bidding process, if the Bidder:</p> <ul style="list-style-type: none"> a) directly or indirectly controls, is controlled by or is under common control with another Bidder; b) receives or has received any direct or indirect subsidy from another Bidder; c) has the same legal representative as another Bidder; d) has a relationship with another Bidder, directly or through common third parties, that puts it in a position to influence the Bid of another Bidder, or influence the decisions of the Procuring Agency regarding this Primary Procurement process; e) or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Services that are the subject of the Bid; f) or any of its affiliates has been hired (or is proposed to be hired) by the Procuring Agency or Procuring Agency or Borrower in implementing the Framework Agreement or a Call-off Contract; or g) would be providing Goods, works, or non-consulting services resulting from, or directly related to consulting services for the

	<p>preparation or implementation of the project specified in Scope of work.</p> <ul style="list-style-type: none">h) that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; ori) has a close business or family relationship with a professional staff of the Procuring Agency (or of the project implementing agency, or of a recipient of a part of the funds) who:j) are directly or indirectly involved in the preparation of the Prequalification Documents or Bidding Documents or specifications of the Framework Agreement or Call-off Contract and/or the Prequalification or Bid evaluation process of such Contract; ork) would be involved in the implementation or supervision of such Framework Agreement or Call-Off Contract, unless the conflict stemming from such relationship has been resolved throughout the Procurement Process, Bidding process during the execution of the Framework Agreement and/or Call-off Contract.
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B. Contents of the Bidding Documents

FOR REFERENCE

<p>5 Sections of Bidding Documents</p>	<p>5.1 The Bidding documents consist of Parts 1 and 2 which include all sections, schedules, annexes and should be read in conjunction with any addenda issued in accordance with ITB 7.</p> <p>PART 1 - Bidding Procedures</p> <p>Section I - Instructions to Bidders (ITB)</p> <p>Section II - Bidding Data Sheet (BDS)</p> <p>Section III - Evaluation Criteria</p> <p>Section IV - Schedule of Requirements</p> <p>Section V – Bidding Forms</p> <p>PART 2 - Framework Agreement (FA)</p> <p>Section A: Framework Agreement General Provisions</p> <p>Section B: Framework Agreement Specific Provisions</p> <p>SCHEDULE 1: Schedule of Requirements</p> <p>SCHEDULE 2: Secondary Procurement Process</p> <p>SCHEDULE 3: Call-off Contract</p> <p>SCHEDULE 4: Secondary Procurement Forms</p> <p>5.2 Unless obtained directly from the Procuring Agency, the Procuring Agency is not responsible for the completeness of the documents, responses to requests for clarification, the Minutes of the pre-Bid meeting (if any), or addenda to the Bidding documents in accordance with ITB 6. In case of any contradiction, documents obtained directly from the Procuring Agency shall prevail.</p> <p>5.3 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding documents and to furnish with its Bid all information or documentation as is required by the Bidding documents.</p>
<p>6 Clarification of Bidding Documents</p>	<p>6.1 A Bidder requiring any clarification of the Bidding Documents shall contact the Procuring Agency in writing at the Procuring Agency’s address specified in the BDS. The Procuring Agency will respond in writing to any request for clarification, provided that such request is received prior to the deadline for submission of Bids within a period</p>

	<p>specified in the BDS. The Procuring Agency shall forward copies of its response to all Bidders who have acquired the Bidding documents., including a description of the inquiry but without identifying its source. If so specified in the BDS, the Procuring Agency shall also promptly publish its response at the web page identified in the BDS. Should the clarification result in changes to the essential elements of the Bidding documents, the Procuring Agency shall amend the Bidding documents following the procedure under ITB 7 and in accordance with provisions of ITB 18.2,</p> <p>6.2 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.</p> <p>6.3 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 been prequalified and 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 7. Non-attendance at the pre-Bid meeting will not be a cause for disqualification of a Bidder.</p>
<p>7 Amendment of Bidding Documents</p>	<p>7.1 At any time prior to the deadline for submission of Bids, the Procuring Agency may amend the Bidding documents by issuing addenda.</p> <p>7.2 Any Addendum issued shall be part of the Bidding documents and shall be communicated in writing to all who have obtained the Bidding documents from the Procuring Agency. The Procuring Agency shall also promptly publish the addendum on the Procuring Agency's web page in accordance with ITB 7.1</p>

	<p>Provided that a Bidder who had either already submitted their Bids or handed over the Bids to the courier prior to the issuance of any such addendum shall have the right to withdraw his already filed Bid and submit the revised Bid prior to the original or extended Bid submission deadline.</p> <p>7.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Procuring Agency may, at its discretion, extend the deadline for the submission of Bids, pursuant to ITB 18.2.</p> <p>Provided that the Procuring Agency shall extend the deadline for submission of Bid, if such an addendum is issued within last three (03) days of the Bid submission deadline.</p>
C. Preparation of Bids	
8 Cost of Bidding	<p>8.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid. 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>
9 Language of Bid	<p>9.1 The Bid as well as all correspondence and documents relating to the bid exchanged by the bidder and the Procuring Agency, shall be written in the English. Supporting documents and printed literature that are part of the Application may be in another language, provided they are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Application, the translation shall be given preference.</p>
10 Documents Comprising the Bid	<p>10.1 The Bid shall comprise the following:</p> <ul style="list-style-type: none"> a) Letter of Bid prepared in accordance with ITB 11. b) Authorization: written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 11. c) any other documents required in the BDS. <p>10.2 In addition to the requirements under ITB 5, Bids submitted by a JV shall include a copy of the Joint Venture agreement entered into by all members.</p>

	<p>10.3 The Bidder shall furnish in the Letter of Bid information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Bid.</p>
11 Letter of Bid	<p>11.1 The Letter of Bid shall be prepared using the relevant forms furnished in Section V (Bidding Forms). The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITB 16.3. All blank spaces shall be filled in with the information requested.</p>
12 Currencies of Bid and Payment	<p>12.1 Under the Secondary Procurement, the currency of the Bid and the currency of payments shall be the same. The Bidder shall quote in the Pak Rupees, unless otherwise specified in the BDS.</p>
13 Documents Establishing the Conformity of Goods	<p>13.1 To establish the conformity of the Goods and Related Services to the Bidding documents, the Bidder shall furnish as part of its Bid the documentary evidence that the Goods conform to the technical specifications and standards specified in Section IV (Schedule of Requirements).</p> <p>13.2 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to the technical specification, and if applicable, a statement of deviations and exceptions to the provisions of the Section IV (Schedule of Requirements).</p> <p>13.3 The Bidder shall also furnish a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period specified in the BDS following acceptance of the Goods by the Procuring Agency (if a Call-off Contract is awarded to the FA Supplier).</p> <p>13.4 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Procuring Agency in the Schedule of</p>

	<p>Requirements, are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Procuring Agency's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Section IV (Schedule of Requirements).</p>
<p>14 Documents Establishing the Eligibility and Qualifications of the Bidder</p>	<p>14.1 To establish Bidder's eligibility in accordance with ITB 4, Bidders shall complete the Letter of Bid, included in Section V (Bidding Forms).</p> <p>14.2 The Bidder shall provide documentary evidence of its qualifications to conclude a Framework Agreement and/or perform any Call-off Contracts if awarded, to the satisfaction of the Procuring Agency. This evidence shall include:</p> <p><u>(a)</u> if required in the BDS, a Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the form included in Section V (Bidding Forms) to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in the Procuring Agency's Country;</p> <p><u>(b)</u> if required in the BDS, in case of a Bidder not doing business within the Pakistan (or where the procurement is being made), the Bidder is, or will be, (if awarded the call off contract) represented by an Agent in the country, equipped and able to carry out the Supplier's maintenance, repair, and spare parts stocking obligations in respect of the Goods.</p>
<p>15 Period of Validity of Bids</p>	<p>15.1 Bids / Quotations shall remain valid for the Bid Validity period specified in the individual RFQs. The Bid Validity period starts from the date fixed for the Bid submission deadline (as prescribed by the Procuring Agency in accordance with ITB 18.1). A Bid valid for a shorter period shall be rejected by the Procuring Agency as non-responsive.</p> <p>15.2 In exceptional circumstances, prior to the expiration of the Bid validity period, the Procuring Agency may request Bidders to extend the period of validity of their Bids only</p>

	<p>once. The request and the responses shall be made in writing. A Bidder may refuse the request to extend the validity of their bids. A Bidder granting the request shall not be required or permitted to modify its Bid.</p>
<p>16 Format and Signing of Bid</p>	<p>16.1 The Bidder shall prepare one original of the documents comprising the Bid as described in ITB 10 and clearly mark it "ORIGINAL." In addition, the Bidder shall submit the number of copies of the Bid, as specified in the BDS and clearly mark them "COPY." In the event of any discrepancy between the original and the copies, the original shall prevail.</p> <p>16.2 Bidders shall mark as "CONFIDENTIAL" information in their Bids which is confidential to their business. This may include proprietary information, trade secrets, or commercial or financially sensitive information.</p> <p>16.3 The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person 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 where entries or amendments have been made shall be signed or initialed by the person signing the Bid.</p> <p>16.4 In case the Bidder is a JV, the Bid shall be signed by an authorized representative of the JV on behalf of the JV, and so as to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized representative.</p>
<p>D. Submission and Opening of Bids</p>	
<p>17 Sealing and Marking of Bids</p>	<p>17.1 The Bidder shall deliver the Bid in a single, sealed envelope. Within the single envelope, the Bidder shall place the following separate, sealed envelope:</p> <p>(a) in an envelope marked "ORIGINAL", all documents comprising the Bid, as described in ITB 10; and</p>

	<p>(b) in an envelope marked "COPIES", all required copies of the Bid; and,</p> <p>17.2 The inner and outer envelopes, shall:</p> <ul style="list-style-type: none"> (a) bear the name and address of the Bidder; (b) be addressed to the Procuring Agency as specified in BDS; (c) bear the specific identification of this Bidding process indicated in ITB 1.1; and (d) bear a warning not to open before the time and date for Bid opening. <p>17.3 If all envelopes are not sealed and marked as required, the Procuring Agency will assume no responsibility for the misplacement or premature opening of the Bid.</p>
<p>18 Deadline for Submission of Bids</p>	<p>18.1 Bids must be received by the Procuring Agency at the address and no later than the date and time specified in the BDS.</p> <p>18.2 If required in accordance with the provisions of ITB 6.3, the Procuring Agency will extend the deadline for the submission of Bids, in which case all rights and obligations of the Procuring Agency and the Bidder subject to the previous deadline shall thereafter be subject to the deadline as extended.</p>
<p>19 Late Bids</p>	<p>19.1 The Late Bids shall be processed as per the PBCDDA Procurement Regulations, 2024.</p>
<p>20 Withdrawal, Substitution, and Modification of Bids</p>	<p>20.1 A Bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization (the power of attorney) in accordance with ITB 16.3, (except that withdrawal notices do not require copies). The corresponding substitution or modification of the Bid must accompany the respective written notice. All notices must be:</p> <ul style="list-style-type: none"> (a) prepared and submitted in accordance with ITB 16 and ITB 17 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be

	<p>clearly marked "WITHDRAWAL," "SUBSTITUTION," or "MODIFICATION;" and</p> <p>(b) received by the Procuring Agency prior to the deadline prescribed for submission of Bids, in accordance with ITB 18.</p> <p>20.2 Bids requested to be withdrawn in accordance with ITB 20.1 shall be returned unopened to the Bidders.</p> <p>20.3 No Bid may be withdrawn, substituted, or modified 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 Letter of Bid or any extension thereof.</p>
<p>21 Maximum Number of parties to Framework Agreement</p>	<p>21.1 A maximum of Fifteen (15) parties can become part of the Open Framework Agreement at a time.</p> <p>21.2 If a Framework Agreement with any party is terminated within the course of the Contract, then applications from potential applicants shall be considered to become party to Open Framework Agreement.</p>
<p>E. Evaluation and Comparison of Bids</p>	
<p>22 Confidentiality</p>	<p>22.1 Information relating to the evaluation of Bids and recommendation to conclude a Framework Agreement(s), shall not be disclosed to Bidders or any other persons not officially concerned with the Bidding process until the Notification of Intention to conclude the Framework Agreement is transmitted to all Bidders in accordance with ITB 31.1.</p> <p>22.2 Any effort by a Bidder to influence the Procuring Agency in the evaluation or decision to conclude a Framework Agreement(s) may result in the rejection of its Bid.</p> <p>22.3 Notwithstanding ITB 22.2, from the time of Bid opening to the time of the Framework Agreement being concluded, if any Bidder wishes to contact the Procuring Agency on any matter related to the Bidding process, it should do so in writing.</p>
<p>23 Clarification of Bids</p>	<p>23.1 To assist in the examination, evaluation, comparison of Bids, and qualification of</p>

	<p>Bidders, the Procuring Agency may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder in respect to its Bid and that is not in response to a request by the Procuring Agency shall not be considered. The Procuring Agency's request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease, in the substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of errors discovered by the Procuring Agency in the Evaluation of the Bids.</p> <p>23.2 If a Bidder does not provide clarifications of its Bid by the date and time set in the Procuring Agency's request for clarification, its Bid may be rejected.</p>
<p>24 Deviations, Reservations, and Omissions</p>	<p>24.1 During the evaluation of Bids, the following definitions apply:</p> <ul style="list-style-type: none"> (a) "Deviation" is a departure from the requirements specified in the Bidding documents; (b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding documents; and (c) "Omission" is the failure to submit part or all of the information or documentation required in the Bidding documents.
<p>25 Determination of Responsiveness</p>	<p>25.1 The Procuring Agency's determination of a Bid's responsiveness is to be based on the contents of the Bid itself, as defined in ITB 10.</p> <p>25.2 A substantially responsive Bid is one that meets the terms and conditions, and the requirements of the Bidding documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:</p> <ul style="list-style-type: none"> (a) If accepted, would: <ul style="list-style-type: none"> (i) affect in any substantial way the scope, quality, or performance of the Services specified in the Framework Agreement; or

	<p>(ii) limit in any substantial way, inconsistent with the Bidding documents, the Procuring Agency's rights or the Bidder's obligations under the Framework Agreement; or</p> <p>(b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive Bids.</p> <p>25.3 The Procuring Agency shall examine the Bids submitted in accordance with ITB 13 and ITB 14, in particular, to confirm that all requirements of Section IV (Schedule of Requirements) have been met without any material deviation or reservation, or omission.</p> <p>25.4 If a Bid is not substantially responsive to the requirements of Bidding documents, it shall be rejected by the Procuring Agency and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.</p>
<p>26 Non-conformities, Errors and Omissions</p>	<p>26.1 Provided that a Bid is substantially responsive, the Procuring Agency may waive any minor non-conformities in the Bid.</p> <p>1.1 Provided that a Bid is substantially responsive, the Procuring Agency may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify non-material non-conformities or omissions in the Bid related to documentation requirements. Such omission shall not be related to any such aspect that apparently or potentially affects the ranking of the Bidder or the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.</p>
<p>27 Evaluation of Bids</p>	<p>27.1 The Procuring Agency shall use the criteria and methodologies listed in this ITB and Section III - Evaluation Criteria in deciding to conclude a Framework Agreement(s). No other evaluation criteria or methodologies shall be permitted.</p>
<p>28 Qualification of the Bidder(s)</p>	<p>28.1 The Procuring Agency may ask the Bidders to establish that their qualification still establishes as determined during prequalification process,</p>

	and ask for any documentary evidence for such assurance. A negative determination shall result in disqualification of the Bid.
29 Procuring Agency's Right to Accept or Reject All Bids	29.1 The Procuring Agency reserves the right to accept or reject all the Bids, and to annul the Bidding process at any time, without thereby incurring any liability to the Bidders.
30 Standstill Period	30.1 The Framework Agreement(s) shall not be concluded earlier than the expiry of the Standstill Period. The Standstill Period shall be seven (7) Days. The Standstill Period commences the day after the date the Procuring Agency has transmitted to each Bidder the Notification of Intention to Conclude a Framework Agreement. Where only one Bid is submitted, or if this Primary Procurement process is in response to an emergency, the Standstill Period shall not apply.
31 Notification of Intention to Conclude a Framework Agreement	31.1 The Procuring Agency shall send to each successful bidder, the Notification of Intention to Conclude a Framework Agreement. The Notification(s) of Intention to Conclude shall contain, at a minimum, the following information: <ul style="list-style-type: none"> (a) the name and address of the Bidder(s) submitting the successful Bid(s); (b) the names of all Bidders who submitted Bids, and their Bid prices, or pricing mechanism(s), as readout, and as evaluated; (c) a statement of the reason(s) the Bid (of the unsuccessful Bidder to whom the Notification on Intention to Conclude a Framework Agreement(s) is addressed) was unsuccessful; (d) the expiry date of the Standstill Period; (e) instructions on how to request a debriefing and/or submit a complaint during the Standstill Period.
F. Conclusion of a Framework Agreement	
32 Notification to Conclude a Framework Agreement	32.1 This is an Open Framework Agreement.

	<p>32.2 Prior to the expiration of the Bid Validity Period and upon expiry of the Standstill Period, specified in ITB 30.1 or any extension thereof, and upon satisfactorily addressing a complaint that has been submitted within the Standstill Period, the Procuring Agency shall transmit to the successful Bidder(s) a Notification to Conclude a Framework Agreement, attaching the Framework Agreement for signature by the Bidder.</p>
<p>33 No Obligation to Purchase</p>	<p>33.1 The conclusion of a Framework Agreement shall not impose any obligation on the Procuring Agency to procure any services under the Framework Agreement.</p>
<p>34 Non-exclusivity</p>	<p>34.1 This Primary Procurement process is non-exclusive, and the Procuring Agency reserves the right to procure the Services from other suppliers who are not FA Suppliers.</p>
<p>35 Signing the Framework Agreement</p>	<p>35.1 The Bidder shall sign, date and return the Framework Agreement within fifteen (15) days of receipt of the same.</p>
<p>36 Publication of the Conclusion of Framework Agreement Notice</p>	<p>36.1 Within ten (10) Days of transmission to the successful Bidder(s) of the Notification(s) to Conclude a Framework Agreement(s) as per ITB 32.1, the Procuring Agency shall publish the Conclusion of Framework Agreement Notice which shall contain, , the following information:</p> <ul style="list-style-type: none"> (a) name and address of the Procuring Agency, and if applicable, all participating Procuring Agencies; (b) name and reference number of the Framework Agreement being concluded, and the selection method used; (c) names of all Bidders that submitted Bids, and as evaluated; (d) names of all Bidders whose Bids were rejected either as nonresponsive or as not meeting qualification criteria, or were not evaluated, with the reasons therefor; and

		(e) the name(s) of the successful Bidder(s), the duration of Framework Agreement(s), and a summary of its scope.
37 Grievance Mechanism	Redressal	<p>37.1 Procuring agency shall constitute a Grievance Redressal Committee (GRC) comprising of odd number of person with proper power and authorization to address the complaint. The GRC shall not have any of the members of Procurement Evaluation Committee.</p> <p>37.2 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 Regulation 26, and the same shall be addressed by the GRC well before the proposal submission deadline.</p> <p>37.3 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 Regulation and the same shall be addressed by the GRC well before the proposal submission deadline.</p> <p>37.4 Any Bidder feeling aggrieved by the Evaluation results shall lodge a written complaint within 03 days of the announcement of evaluation results. In case, the complaint is filed after the issuance of the final evaluation report during the standstill period, the complainant cannot raise any objection on technical evaluation of the report.</p> <p>37.5 The GRC shall investigate and decide upon the complaint within fifteen days of receipt of the complaint. Mere fact of lodging of a complaint shall not warrant suspension of the procurement process.</p>
38 Addition of Parties to the Framework Agreement		<p>38.1 The suppliers or contractors may apply to become a party or parties to the framework agreement at any time during its operation by presenting indicative submissions to the Procuring Agency in compliance with the requirements of the invitation to become a party to the open framework agreement.</p> <p>38.2 The Procuring Agency shall examine all indicative submissions received during the period of operation of the framework agreement within a maximum of forty-five (45) working days in accordance with the procedures set out in the</p>

	<p>invitation to become a party to the open framework agreement.</p> <p>38.3 The framework agreement shall be concluded with all qualified suppliers or contractors that presented submissions unless their submissions have been rejected on the grounds specified in the invitation to become a party to the open framework agreement or the maximum limit of qualified suppliers or contractors has been reached.</p> <p>38.4 The Completion period of framework agreement shall be in accordance with original Framework agreement.</p> <p>38.5 Maximum numbers of Framework agreement against each lot as defined in ITB 21.</p>
G. Secondary Procurement Process for awarding a Call-off Contract	
39 Method and criteria for award of Call-off Contract	<p>39.1 The Secondary Procurement method for selecting an FA Supplier and awarding a Call-off Contract is detailed in the Framework Agreement (see Schedule 2: Secondary Procurement).</p> <p>39.2 To participate in a Secondary Procurement and be awarded a Call-off Contract, FA Suppliers must maintain their qualification and eligibility, and shall continue to meet the criteria stipulated in these Bidding Documents.</p> <p>39.3 At the Secondary Procurement stage and during the award of a Call-off Contract, the Procuring Agency may request evidence of the FA Supplier's continued qualification and eligibility.</p>
H. Blacklisting Mechanism	
40 Blacklisting Mechanism	<p>40.1 The Authority may, for a specified period or permanently, debar and blacklist a supplier or contractor from participating in any procurement process of the Authority, if the supplier or contractor:</p> <ul style="list-style-type: none"> a. acts in a manner detrimental to the public interest or good practices; b. consistently fails to perform its obligations under the Framework Agreement c. provides false, fabricated or materially incorrect information. <p>40.2 The Authority may, on its own motion, or information provided by any party carry out an</p>

	<p>enquiry to determine, whether there is sufficient cause for blacklisting a supplier or contractor.</p> <p>40.3 Where the Authority is <i>prima facie</i> satisfied that such a cause exists based on its enquiry, it shall serve a show-cause notice to the supplier or contractor containing the precise allegation, the maximum penalty that the Authority intends to impose and the time within which the supplier or contractor is required to submit its reply which shall not be less than seven (7) days from the date of issuing the show cause notice.</p> <p>40.4 Irrespective of whether the supplier or contractor submits its defence to the show-cause notice, the Authority shall conduct a hearing giving the supplier or contractor to explain its position. Notice of hearing shall be given in writing containing the date, time and venue of hearing which shall not be less than seven (7) days from the date of issuing the notice of hearing.</p> <p>40.5 The Authority shall decide the matter within fifteen (15) days of hearing giving reasons for its decision. The Authority may either drop the charges against the supplier or contractor or impose any of the following punishments:</p> <ol style="list-style-type: none"> a. blacklisting; b. temporary debarment from participation in procurement proceedings; <p>40.6 The blacklisting and debarment will apply to the procurement carried out by the Authority.</p> <p>40.7 Nothing contained in this paragraph shall restrict the right of the Authority to communicate its decision to any other procuring entity, regulator or authority established by or under the law for publication of the blacklisting or debarment order on its website and for passing of appropriate orders to blacklist or debar the supplier or contractor from participating.</p>
<p>41 Party to Open Framework Agreement</p>	<p>41.1 The Procuring Agency may publish, after specified period mentioned in the BDS, invitation to become a party to the open framework agreement and shall in addition ensure unrestricted, direct and full access to the terms and conditions of the framework agreement and to any other necessary information relevant to its operation.</p>

Section II - Bid Data Sheet (BDS)

The following specific data for the Services to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions in the **BDS** shall prevail over those in ITB.

ITB 1.1	<p>Procurement Title: Hiring of Outdoor Branding / Fabrication Firms under Open Framework Agreement.</p> <p>Term of Framework Agreement The Framework Agreement shall be for a Term of Three (03) years from the commencement date stated in the Framework Agreement.</p>
ITB 1.1	<p>Final Destination/s (Project Sites) will be specified in each Call-off Contract awarded under the Framework Agreement. If the final destination is different from the named place of destination for delivery, the Procuring Agency will pay the Supplier the reasonable costs for inland transportation.</p>
ITB 1.2 (j) & 21	<p>Multi-Supplier Framework Agreement This Primary Procurement intends to conclude a Multi-Supplier Framework Agreement.</p> <p><u>Framework Agreement panel – minimum number (3)</u> The Procuring Agency intends to conclude a Framework Agreements with a minimum number of Bidders for each Lot. The minimum number for each lot is three (03).</p> <p><u>Framework Agreement panel – maximum number (15)</u> The Procuring Agency, will conclude Framework Agreements for each Lot up to a maximum number of (15) qualified bidders with substantially responsive bids. The top ten firms scoring the most marks shall be made part of the Framework Agreement Panel.</p>
ITB 5.1	<p>For clarification of Bid purposes only, the Procuring Agency's address is:</p> <p>Director Procurement PUNJAB CENTRAL BUSINESS DISTRICT DEVELOPMENT AUTHORITY CBD Complex (Ex Walton Airport) Lt (Navy), Yasir Shaheed Road, Lahore Telephone: 042-99058800 Email: procurement@cbdpunjab.gov.pk</p> <p>Requests for clarification should be received by the Procuring Agency no later than: three (03) Days before the deadline for submission of Bids.</p>
ITB 5.2	Pre-Bid meeting will not be held.
ITB 11.1	The Currency in Secondary Procurement is Pakistani Rupees.
ITB 14.1	The Bid validity period in Secondary Procurement shall be Ninety (90) days.
ITB 16.1	In addition to the original of the Bid, the number of copies to be delivered to the Procuring Agency is Nil copies.
ITB 16.3	The written confirmation of authorization to sign on behalf of the Bidder shall be as per Bid Form 4.
ITB	For Bid submission purpose only, the Procuring Agency's address is: <i>[This</i>

18.1

address may be the same as or different from that specified under ITB 5.1 for clarifications]

Director Procurement

PUNJAB CENTRAL BUSINESS DISTRICT DEVELOPMENT AUTHORITY

CBD Complex (Ex Walton Airport) Lt (Navy), Yasir Shaheed Road, Lahore

Telephone: 042-99058800

Email: procurement@cbdpunjab.gov.pk

FOR REFERENCE ONLY

Section III - Evaluation and Qualification Criteria

MANDATORY CRITERIA

- Registration with FBR with Valid NTN
- Registration with PRA
- Audited Financial Statements of Last Financial Year i.e. FY 2023. Income Tax Returns in case of Sole Proprietor or AOP.
- Minimum five (05) years of existence of the firm. (To be calculated from date of registration of firm from a relevant body)
- Undertaking on a stamp paper of Rs. 300 firm is not blacklisted, correctness of information and pending litigation.

Note: Firm / Company not fulfilling the mandatory criteria will be characterized as **NOT-ELIGIBLE** and will not participate in the further evaluation process.

TECHNICAL EVALUATION CRITERIA

- **General Experience (20 Marks)**

S. No.	No of years' existence (Incorporation of firms from relevant authority in number of years) (Attach Evidence)	Total Marks 20
1	5 years to 6 years	05
2	6 years to 7 years	10
3	7 years to 8 years	15
4	8 years or more	20

- **Specific Experience (20 Marks)**

Sr. No.	Experience of Similar Assignments for Outdoor Branding / Fabrication (The applicant must attach Purchase Orders, Contracts or Performance Certificates for verifications)	Total Marks 20
1	Maximum ten (10) Government / Semi Government / Corporate / Private Sector Clients in last 02 years. (02 marks for each assignment)	20

- **Average Annual Turnover in PKR of Organization of last Financial Year (20 Marks)**

Sr. No.	Last FY 2023 Audited Financial Statement or Income Tax Return (Attach Audited Financial Statement or Income Tax Return for FY 2023.)	Total Marks 20
1	Full Marks for Annual Turnover of FY 2023 of PKR 100 million. Proportionate Marks for Annual Turnover less than PKR 100 million.	20

• **Workshop & Machinery (40 Marks)**

Sr. No.	Evidence	Total Marks 40
1	Fabrication Workshop Location & Details along with details of: <ul style="list-style-type: none">• No. of Labor• Workshop Location Address• Details of Machinery & Facilities like Painting, Welding, Molding, Lathe Works etc., in a detailed brief.	40

Total Marks: 100 %

Passing Marks: 65 %

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Section IV – Schedule of Requirements

- **Outdoor Branding / Fabrication Firms**
Internal Branding, Board Installation, Backdrops, Signage

FOR REFERENCE ONLY

Section V – Bid Forms

1. Letter of Bid

Director Procurement
Punjab Central Business District Development Authority
CBD Complex (Ex Walton Airport) Lt (Navy),
Yasir Shaheed Road,
Lahore

Subject: **Framework Agreement – []**
Date of this Bid submission: *[insert date (as day, month and year) of Bid submission]*
Request for Bid No.: *[insert identification]*

1. We have examined and have **no reservations** to the Bidding Documents, including addenda issued in accordance with Instructions to Bidders (**ITB 6**). We meet the eligibility requirements and have no conflict of interest in accordance with **ITB 3**. If we conclude a Framework Agreement, the Goods and Related Services that we may supply under a Call-off Contract awarded under the Framework Agreement, shall be sourced from an eligible country.
2. We have neither been suspended nor declared ineligible by the Procuring Agency(s) based on execution of a Bid-Securing Declaration or Proposal-Securing Declaration in Pakistan.
3. We offer to supply, in conformity with the Bidding Documents and in accordance with Section IV- Schedule of Requirements, Outdoor Branding / Fabrication Services under Open Framework Agreement.
4. Our Bid shall be valid for the period specified in **BDS 14.1** (as amended, if applicable) from the date fixed for the Bid submission deadline specified in **BDS 21.1** (as amended, if applicable), and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
5. If our Bid is accepted and we conclude a Framework Agreement, we understand that we may be required, as a condition of a subsequent Call-off Contract, to obtain a performance security (or guarantee);
6. We are not submitting any other Bid(s) as an individual Bidder, and we are not participating in any other Bid(s) as a Joint Venture member, or as a subcontractor.
7. We understand that there is no obligation on the Procuring Agency/Procuring Agency(s) to procure any Services from any FA Supplier during the Term of the Framework Agreement.

8. We confirm that no undertaking or any form of statement, promise, representation or obligation has been made by the Procuring Agency/Procuring Agency in respect of the total quantities or value of the Goods that may be ordered by it, or any participating Procuring Agency(s), in accordance with this Framework Agreement. We acknowledge and agree that we have not submitted this Bid on the basis of any such undertaking, statement, promise or representation.
9. In relation to this Primary Procurement, we understand that procuring agency may cancel the procurement process and reject all bid without assigning any reason.
10. We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption.

Name of the Bidder: *[insert complete name of the Bidder]

Name of the person duly authorized to sign the Bid on behalf of the Bidder: **[insert complete name of person duly authorized to sign the Bid]

Title of the person signing the Bid: [insert complete title of the person signing the Bid]

Signature of the person named above: [insert signature of person whose name and capacity are shown above]

Date signed [insert date of signing] **day of** [insert month], [insert year]

2. Bidder Information Form

Primary Procurement - Framework Agreement Goods

Date: *[insert date (as day, month and year) of Bid submission]*

IFP No.: *[insert number of IFP process]*

Page _____ of _____ pages

1. Bidder's Name <i>[insert Bidder's legal name]</i>
2. In case of JV, legal name of each member: <i>[insert legal name of each member in JV]</i>
3. Bidder's actual or intended country of registration: <i>[insert actual or intended country of registration]</i>
4. Bidder's year of registration: <i>[insert Bidder's year of registration]</i>
5. Bidder's Address in country of registration: <i>[insert Bidder's legal address in country of registration]</i>
6. Bidder's Authorized Representative Information Name: <i>[insert Authorized Representative's name]</i> Address: <i>[insert Authorized Representative's Address]</i> Telephone/Fax numbers: <i>[insert Authorized Representative's telephone/fax numbers]</i> Email Address: <i>[insert Authorized Representative's email address]</i>
7. Attached are copies of original documents of <i>[check the box(es) of the attached original documents]</i> <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITB 3.4 . <input type="checkbox"/> In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB 3.1 . <input type="checkbox"/> Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

3. Bidder's JV Members Information Form

Primary Procurement - Framework Agreement Goods

[The Bidder shall fill in this Form in accordance with the instructions indicated below. The following table shall be filled in for the Bidder and for each member of a Joint Venture]].

Date: *[insert date (as day, month and year) of Bid submission]*
 IFP No.: *[insert number of IFP process]*
 Page _____ of _____ pages

1. Bidder's Name: <i>[insert Bidder's legal name]</i>
2. Bidder's JV Member's name: <i>[insert JV's Member legal name]</i>
3. Bidder's JV Member's country of registration: <i>[insert JV's Member country of registration]</i>
4. Bidder's JV Member's year of registration: <i>[insert JV's Member year of registration]</i>
5. Bidder's JV Member's legal address in country of registration: <i>[insert JV's Member legal address in country of registration]</i>
6. Bidder's JV Member's authorized representative information Name: <i>[insert name of JV's Member authorized representative]</i> Address: <i>[insert address of JV's Member authorized representative]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers of JV's Member authorized representative]</i> Email Address: <i>[insert email address of JV's Member authorized representative]</i>
7. Attached are copies of original documents of <i>[check the box(es) of the attached original documents]</i> <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 3.4 .
8. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

4. Power of Attorney

(On Stamp Paper of PKR 300)

Know all men by these presents, we (name of the company and address of the registered office) do hereby appoint and authorize Mr. (full name and residential address) who is presently employed with us and holding the position of as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our proposal for (name of the project) in response to the tenders invited by the (name of the Purchaser) including signing and submission of all documents and providing information/responses to (name of the Purchaser) in all matters in connection with our Bid.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

Dated this ____ day of _____ 20__

For _____

(Signature)
(Name, Designation and Address)
Accepted

(Signature)
(Name, Title and Address of the Attorney)
Date:

FOR REFERENCE ONLY

5. Bid Securing Declaration

[The Bidder shall fill in this Form in accordance with the instructions indicated.]

Date: *[insert date (as day, month and year)]*

Bid No.: *[insert number of Bidding process]*

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

To: *[insert complete name of Procuring Agency]*

We, the undersigned, declare that:

We understand that, according to your conditions, Bids must be supported by a Bid Securing Declaration.

We accept that we will be blacklisted and henceforth cross debarred for participating in respective category of public procurement proceedings for a period of (not more than) six months, if fail to abide with a bid securing declaration, however without indulging in corrupt and fraudulent practices, if we are in breach of our obligation(s) under the Bid conditions, because we:

- (a) have withdrawn or modified our Bid during the period of Bid Validity specified in the Form of Bid;
- (b) Disagreement to arithmetical correction made to the Bid price; or
- (c) having been notified of the acceptance of our Bid by the Procuring Agency during the period of Bid Validity, (i) failure to sign the contract if required by Procuring Agency to do so or (ii) fail or refuse to furnish the Performance Security or to comply with any other condition precedent to signing the contract specified in the Bidding Documents.

We understand this Bid Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) twenty-eight (28) days after the expiration of our Bid.

Signed: *[insert signature of person whose name and capacity are shown]* In the capacity of *[insert legal capacity of person signing the Bid Securing Declaration]*

Name: *[insert complete name of person signing the Bid Securing Declaration]*

Duly authorized to sign the Bid for and on behalf of: *[insert complete name of Bidder]*

a) _____ Dated on _____ day of _____, _____ *[insert date of signing]*

b) _____
Corporate Seal (where appropriate)

6. Undertaking

(This should be written in the Rs.300 Stamp Paper)

We, the undersigned, hereby offer to provide (*Insert Procurement Name*) required by Punjab Central Business District Development Authority (PCBDDA) in accordance with its Bidding Document due for opening on July 24, 2024.

We are hereby submitting our Bid and we hereby declare that:

- a) All the information and statements made in this Bid/Proposal are true and we accept that any misrepresentation contained in it may lead to our disqualification;
- b) We are currently not on the removed/blacklisted or suspended by any procuring agency of Pakistan or by any regulatory body in Pakistan and has no dispute with any Government Organization.
- c) We, do not have any pending litigation/arbitration/bankruptcy proceeding (other than the litigation declared alongside this form) with any government department/public sector undertaking/ private sector entity/or any other agency for which we have executed/undertaken the works/services during the last 3 years.

We agree to abide by the terms and conditions of the Pre-Qualification Document and in addition to the conditions we also agree to abide by all the special instructions mentioned in Pre-Qualification Document. We also hereby categorically confirm that we are fully capable to provide services of external auditors as laid down in the terms of reference

We fully understand and recognize that PCBDDA is not bound to accept this Bid/Proposal that we shall bear all costs associated with its preparation and submission, and that PCBDDA will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the evaluation.

We remain,

Yours sincerely,

Authorized Signature and Stamp *[In full and initials]*: _____

Name, ID Card No. and Title of Signatory: _____

Name of Firm: _____

Contact Details: _____

I. **WITNESS**

Signature: _____

Designation & ID Card No. _____

PROCUREMENT DOCUMENT



**Hiring of Firms for Outdoor Media
Production & Management
Services under
Open Framework Agreement with
Second-Stage Competition**

**Punjab Central Business District
Development Authority**

July, 2024

Invitation to Bid

1. The Punjab Central Business District Development Authority hereby invites Outdoor Media Production & Management Firms to become a party to this Open Framework Agreement as per the terms of regulation 55 of the PCBDDA Procurement Regulations, 2024. The objective of this Open Framework Agreement is to cater/hire on-demand provision of services as described in Schedule IV – Schedule of Requirements through subsequent Call-off Procedure through Second Stage Competition.
2. Bidding Document, in the English language, can be purchased by the interested Bidders on the submission of a written application to the addressee below and upon payment of a non-refundable fee of Pak Rs. 25,000/- which shall be submitted in the form of Pay Order / CDR in favor of **“Punjab Central Business District Development Authority.”**
3. Bids must be delivered to the addressee below on or before July 25, 2024, **at 1100 Hours**. Interested eligible Bidders may obtain further information from *Punjab Central Business District Development Authority* at the address given below from office hours of 0900 to 1700 hours.
4. Bidding Documents are immediately available from the date of publication. *Punjab Central Business District Development Authority* will not be responsible for any cost or expense incurred by Bidders in connection with the preparation or delivery of Bids. The Bidding document carrying all details can also be downloaded from PCBDDA’s website www.cbdpunjab.gov.pk for information only.

Director Procurement
PUNJAB CENTRAL BUSINESS DISTRICT DEVELOPMENT AUTHORITY
CBD Punjab Complex (Ex Walton Airport) Lt (Navy), Yasir Shaheed Road,
Lahore, Email: procurement@cbdpunjab.gov.pk

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FOR REFERENCE ONLY

Part 1 - Bidding Documents

FOR REFERENCE ONLY

Section I -. Instructions to Bidders (ITB)

A. General	
1. Scope of Bid	1.1 The Punjab Central Business District Development Authority (PCBDDA) invites Bids against Tender ID no. PCBDDA/PRO/TENDER/2024-25/01 for the provision of services as specified in the Section-IV Schedule of requirements (Scope of work) for the period, timeline(s) and destination as stated in the Bid Data Sheet (BDS).
2 Definitions	2.1 Throughout this set of Bidding Documents: <ul style="list-style-type: none">a) "in writing" means communicated in written form (e.g. by mail, e-mail, fax, including any other electronic means if specified in the BDS) with proof of receipt;b) if the context so requires, "singular" means "plural" and vice versa;c) "Day" means calendar day, unless otherwise specified.d) "Business Day" means an official working day of the Procuring Agency. It excludes official public holidays;e) "Bid" means a Bid made in response to an invitation, an indicative submission in accordance with the respective regulation of the PCBDDA Procurement Regulations 2024 and where it is made in response to a RFQ under Secondary Procurement Process, a quotation including the bid price".f) "Bidder" refers to any person that submits a Bid in response to an Invitation to Bid issued by the Punjab Central Business District Development Authority (PCBDDA);).g) "Call-off Order" means a Purchase / Work Order awarded, under Open Framework Agreement, through a Secondary Procurement process, for the provision of services;h) "Open Framework Agreement" means an agreement in terms of regulation 55 of the PCBDDA Procurement Regulations 2024;

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| | <ul style="list-style-type: none">i) "Delivery Period" is the specified period from the date of formation of a Call-off order for provision of the Good or Related Service, as per the applicable terms and conditions.j) "Framework Agreement (FA)" means a contractual arrangement which allows a procuring agency to procure goods, services or works that are needed continuously or repeatedly at agreed terms and conditions over an agreed period of time, through placement of a number of orders;k) "Goods" means all goods, materials or items that the FA Supplier is required to supply to the Procuring Agency under a Call-off Contract placed under a Framework Agreement. Details of such Goods and related services are set out as a part of the Framework Agreement and particularly described in a Call-off Contract. Where appropriate, for the purpose of interpretation, the definition for Goods;l) "Multi-Supplier Framework Agreement" means where more than one Bidder (Supplier) concludes a Framework Agreement;m) "person" means any individual, corporation, partnership, joint venture, association, organization, or any other entity, whether incorporated or unincorporated, that is capable of entering into binding contracts under the laws of Pakistan;.n) "Procuring Agency" means Punjab Central Business District Development Authority;o) "successful bidder" means the Bidder whose Bid has been evaluated and determined by the Procuring Agency as meeting the requirements and criteria set forth in the Bidding Documentsp) "Regulations" means PCBDDA Procurement Regulations 2024 unless otherwise provided;q) "Primary Procurement Process" means the procurement process that results in concluding a Framework Agreement(s) with successful Bidder(s);r) "Secondary Procurement Process" means the |
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process described in the Framework Agreement and followed by a Procuring Agency to select a FA Supplier, and award a Call-off Contract for the provision of goods & services that is in accordance with regulation 56 of the PCBDDA Procurement Regulations 2024;

- s) "Single-Supplier Framework Agreement" means a Framework Agreement where only one Bidder (Supplier) concludes a Framework Agreement;
- t) "successful bidder" means the Bidder whose Bid has been evaluated and determined by the Procuring Agency as meeting the requirements and criteria set forth in the Bidding Documents which may result in the formation of a Framework Agreement;
- u) "FA Supplier" means a Bidder that has concluded a Framework Agreement through the Primary Procurement process may be considered for the award of a Call-off Contract (through Secondary Procurement Process), to provide the services as and when required through Call-off Contract;
- v) "Standstill Period" means means a period of seven days starting from the dispatch of a notice as required by regulation 35 during which the Authority cannot accept the successful bid and during which suppliers or contractors can challenge the decision.
- w) "Term" means the duration of a Framework Agreement starting on the Commencement Date;
- x) "Coercion" means where a supplier or contractor impairs or harms, or threatens to impair or harm, directly or indirectly, any party to the procurement proceedings or the property of the party to influence its actions to achieve a wrongful gain or to cause a wrongful loss;
- y) "Collusive Practice" means an arrangement between two or more suppliers or contractors to the procurement process or procurement contract, designed to achieve with or without

	<p>the knowledge of the Authority to establish prices at artificial, non-competitive levels for any wrongful gain;</p> <p>z) “Corrupt Practice” means where the supplier or contractor offers, gives, receives or solicits, directly or indirectly, anything of value to influence the acts of another party for wrongful gain;</p> <p>aa) “Fraudulent Practice” means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;</p> <p>bb) “Obstructive Practice” means where a supplier or contractor harms or threatens to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a procurement contract or deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements before the Authority 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 any rights provided for under the regulations.</p>
<p>3 Fraud and Corruption</p>	<p>3.1 The Procuring Agency requires that the Applicants / Bidders / Suppliers / Contractors, observe the highest standard of ethics during the procurement and execution of such agreements and contracts.</p> <p>3.2 The Bidders shall permit and shall cause their agents (whether declared or not), sub-contractors, sub-consultants, service providers, suppliers, and their personnel, to permit the Procuring Agency to inspect all accounts, records and other documents relating to any, Application / Bid submission, Primary Procurement process, Framework Agreement performance, Secondary</p>

	<p>Procurement process, and/or Call-off Contract performance (in the case of award of a Call-off Contract), and to have them audited by auditors appointed by the Procuring Agency.</p> <p>3.3 Any communications between the Bidder and the Procuring Agency related to matters of alleged corrupt and fraudulent practices must be made in writing or in electronic forms that provide record of the content of communication.</p> <p>3.4 Procuring Agency will reject a bid or proposal, if it is established that the Applicant or the Bidder was engaged in corrupt and fraudulent practices in competing for the contract. Procuring Agency may also declare the Bidder as blacklisted in accordance with PCBDDA Procurement Regulations 2024.</p>
<p>4 Eligible Bidders</p>	<p>4.1 A Bidder shall not have a conflict of interest. Any Bidder found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest for the purpose of this Bidding process, if the Bidder:</p> <ul style="list-style-type: none"> a) directly or indirectly controls, is controlled by or is under common control with another Bidder; b) receives or has received any direct or indirect subsidy from another Bidder; c) has the same legal representative as another Bidder; d) has a relationship with another Bidder, directly or through common third parties, that puts it in a position to influence the Bid of another Bidder, or influence the decisions of the Procuring Agency regarding this Primary Procurement process; e) or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Services that are the subject of the Bid; f) or any of its affiliates has been hired (or is proposed to be hired) by the Procuring Agency or Procuring Agency or Borrower in implementing the Framework Agreement or a Call-off Contract; or g) would be providing Goods, works, or non-consulting services resulting from, or directly related to consulting services for the

	<p>preparation or implementation of the project specified in Scope of work.</p> <p>h) that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or</p> <p>i) has a close business or family relationship with a professional staff of the Procuring Agency (or of the project implementing agency, or of a recipient of a part of the funds) who:</p> <p>j) are directly or indirectly involved in the preparation of the Prequalification Documents or Bidding Documents or specifications of the Framework Agreement or Call-off Contract and/or the Prequalification or Bid evaluation process of such Contract; or</p> <p>k) would be involved in the implementation or supervision of such Framework Agreement or Call-Off Contract, unless the conflict stemming from such relationship has been resolved throughout the Procurement Process, Bidding process during the execution of the Framework Agreement and/or Call-off Contract.</p>
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B. Contents of the Bidding Documents

FOR REFERENCE

<p>5 Sections of Bidding Documents</p>	<p>5.1 The Bidding documents consist of Parts 1 and 2 which include all sections, schedules, annexes and should be read in conjunction with any addenda issued in accordance with ITB 7.</p> <p>PART 1 - Bidding Procedures</p> <p>Section I - Instructions to Bidders (ITB)</p> <p>Section II - Bidding Data Sheet (BDS)</p> <p>Section III - Evaluation Criteria</p> <p>Section IV - Schedule of Requirements</p> <p>Section V – Bidding Forms</p> <p>PART 2 - Framework Agreement (FA)</p> <p>Section A: Framework Agreement General Provisions</p> <p>Section B: Framework Agreement Specific Provisions</p> <p>SCHEDULE 1: Schedule of Requirements</p> <p>SCHEDULE 2: Secondary Procurement Process</p> <p>SCHEDULE 3: Call-off Contract</p> <p>SCHEDULE 4: Secondary Procurement Forms</p> <p>5.2 Unless obtained directly from the Procuring Agency, the Procuring Agency is not responsible for the completeness of the documents, responses to requests for clarification, the Minutes of the pre-Bid meeting (if any), or addenda to the Bidding documents in accordance with ITB 6. In case of any contradiction, documents obtained directly from the Procuring Agency shall prevail.</p> <p>5.3 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding documents and to furnish with its Bid all information or documentation as is required by the Bidding documents.</p>
<p>6 Clarification of Bidding Documents</p>	<p>6.1 A Bidder requiring any clarification of the Bidding Documents shall contact the Procuring Agency in writing at the Procuring Agency’s address specified in the BDS. The Procuring Agency will respond in writing to any request for clarification, provided that such request is received prior to the deadline for submission of Bids within a period</p>

	<p>specified in the BDS. The Procuring Agency shall forward copies of its response to all Bidders who have acquired the Bidding documents., including a description of the inquiry but without identifying its source. If so specified in the BDS, the Procuring Agency shall also promptly publish its response at the web page identified in the BDS. Should the clarification result in changes to the essential elements of the Bidding documents, the Procuring Agency shall amend the Bidding documents following the procedure under ITB 7 and in accordance with provisions of ITB 18.2,</p> <p>6.2 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.</p> <p>6.3 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 been prequalified and 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 7. Non-attendance at the pre-Bid meeting will not be a cause for disqualification of a Bidder.</p>
<p>7 Amendment of Bidding Documents</p>	<p>7.1 At any time prior to the deadline for submission of Bids, the Procuring Agency may amend the Bidding documents by issuing addenda.</p> <p>7.2 Any Addendum issued shall be part of the Bidding documents and shall be communicated in writing to all who have obtained the Bidding documents from the Procuring Agency. The Procuring Agency shall also promptly publish the addendum on the Procuring Agency's web page in accordance with ITB 7.1</p>

	<p>Provided that a Bidder who had either already submitted their Bids or handed over the Bids to the courier prior to the issuance of any such addendum shall have the right to withdraw his already filed Bid and submit the revised Bid prior to the original or extended Bid submission deadline.</p> <p>7.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Procuring Agency may, at its discretion, extend the deadline for the submission of Bids, pursuant to ITB 18.2.</p> <p>Provided that the Procuring Agency shall extend the deadline for submission of Bid, if such an addendum is issued within last three (03) days of the Bid submission deadline.</p>
C. Preparation of Bids	
8 Cost of Bidding	<p>8.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid. 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>
9 Language of Bid	<p>9.1 The Bid as well as all correspondence and documents relating to the bid exchanged by the bidder and the Procuring Agency, shall be written in the English. Supporting documents and printed literature that are part of the Application may be in another language, provided they are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Application, the translation shall be given preference.</p>
10 Documents Comprising the Bid	<p>10.1 The Bid shall comprise the following:</p> <ul style="list-style-type: none"> a) Letter of Bid prepared in accordance with ITB 11. b) Authorization: written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 11. c) any other documents required in the BDS. <p>10.2 In addition to the requirements under ITB 5, Bids submitted by a JV shall include a copy of the Joint Venture agreement entered into by all members.</p>

	<p>10.3 The Bidder shall furnish in the Letter of Bid information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Bid.</p>
11 Letter of Bid	<p>11.1 The Letter of Bid shall be prepared using the relevant forms furnished in Section V (Bidding Forms). The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITB 16.3. All blank spaces shall be filled in with the information requested.</p>
12 Currencies of Bid and Payment	<p>12.1 Under the Secondary Procurement, the currency of the Bid and the currency of payments shall be the same. The Bidder shall quote in the Pak Rupees, unless otherwise specified in the BDS.</p>
13 Documents Establishing the Conformity of Goods	<p>13.1 To establish the conformity of the Goods and Related Services to the Bidding documents, the Bidder shall furnish as part of its Bid the documentary evidence that the Goods conform to the technical specifications and standards specified in Section IV (Schedule of Requirements).</p> <p>13.2 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to the technical specification, and if applicable, a statement of deviations and exceptions to the provisions of the Section IV (Schedule of Requirements).</p> <p>13.3 The Bidder shall also furnish a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period specified in the BDS following acceptance of the Goods by the Procuring Agency (if a Call-off Contract is awarded to the FA Supplier).</p> <p>13.4 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Procuring Agency in the Schedule of</p>

	<p>Requirements, are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Procuring Agency's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Section IV (Schedule of Requirements).</p>
<p>14 Documents Establishing the Eligibility and Qualifications of the Bidder</p>	<p>14.1 To establish Bidder's eligibility in accordance with ITB 4, Bidders shall complete the Letter of Bid, included in Section V (Bidding Forms).</p> <p>14.2 The Bidder shall provide documentary evidence of its qualifications to conclude a Framework Agreement and/or perform any Call-off Contracts if awarded, to the satisfaction of the Procuring Agency. This evidence shall include:</p> <p><u>(a)</u> if required in the BDS, a Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the form included in Section V (Bidding Forms) to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in the Procuring Agency's Country;</p> <p><u>(b)</u> if required in the BDS, in case of a Bidder not doing business within the Pakistan (or where the procurement is being made), the Bidder is, or will be, (if awarded the call off contract) represented by an Agent in the country, equipped and able to carry out the Supplier's maintenance, repair, and spare parts stocking obligations in respect of the Goods.</p>
<p>15 Period of Validity of Bids</p>	<p>15.1 Bids / Quotations shall remain valid for the Bid Validity period specified in the individual RFQs. The Bid Validity period starts from the date fixed for the Bid submission deadline (as prescribed by the Procuring Agency in accordance with ITB 18.1). A Bid valid for a shorter period shall be rejected by the Procuring Agency as non-responsive.</p> <p>15.2 In exceptional circumstances, prior to the expiration of the Bid validity period, the Procuring Agency may request Bidders to extend the period of validity of their Bids only</p>

	<p>once. The request and the responses shall be made in writing. A Bidder may refuse the request to extend the validity of their bids. A Bidder granting the request shall not be required or permitted to modify its Bid.</p>
<p>16 Format and Signing of Bid</p>	<p>16.1 The Bidder shall prepare one original of the documents comprising the Bid as described in ITB 10 and clearly mark it "ORIGINAL." In addition, the Bidder shall submit the number of copies of the Bid, as specified in the BDS and clearly mark them "COPY." In the event of any discrepancy between the original and the copies, the original shall prevail.</p> <p>16.2 Bidders shall mark as "CONFIDENTIAL" information in their Bids which is confidential to their business. This may include proprietary information, trade secrets, or commercial or financially sensitive information.</p> <p>16.3 The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person 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 where entries or amendments have been made shall be signed or initialed by the person signing the Bid.</p> <p>16.4 In case the Bidder is a JV, the Bid shall be signed by an authorized representative of the JV on behalf of the JV, and so as to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized representative.</p>
<p>D. Submission and Opening of Bids</p>	
<p>17 Sealing and Marking of Bids</p>	<p>17.1 The Bidder shall deliver the Bid in a single, sealed envelope. Within the single envelope, the Bidder shall place the following separate, sealed envelope:</p> <p>(a) in an envelope marked "ORIGINAL", all documents comprising the Bid, as described in ITB 10; and</p>

	<p>(b) in an envelope marked "COPIES", all required copies of the Bid; and,</p> <p>17.2 The inner and outer envelopes, shall:</p> <ul style="list-style-type: none"> (a) bear the name and address of the Bidder; (b) be addressed to the Procuring Agency as specified in BDS; (c) bear the specific identification of this Bidding process indicated in ITB 1.1; and (d) bear a warning not to open before the time and date for Bid opening. <p>17.3 If all envelopes are not sealed and marked as required, the Procuring Agency will assume no responsibility for the misplacement or premature opening of the Bid.</p>
<p>18 Deadline for Submission of Bids</p>	<p>18.1 Bids must be received by the Procuring Agency at the address and no later than the date and time specified in the BDS.</p> <p>18.2 If required in accordance with the provisions of ITB 6.3, the Procuring Agency will extend the deadline for the submission of Bids, in which case all rights and obligations of the Procuring Agency and the Bidder subject to the previous deadline shall thereafter be subject to the deadline as extended.</p>
<p>19 Late Bids</p>	<p>19.1 The Late Bids shall be processed as per the PBCDDA Procurement Regulations, 2024.</p>
<p>20 Withdrawal, Substitution, and Modification of Bids</p>	<p>20.1 A Bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization (the power of attorney) in accordance with ITB 16.3, (except that withdrawal notices do not require copies). The corresponding substitution or modification of the Bid must accompany the respective written notice. All notices must be:</p> <ul style="list-style-type: none"> (a) prepared and submitted in accordance with ITB 16 and ITB 17 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be

	<p>clearly marked "WITHDRAWAL," "SUBSTITUTION," or "MODIFICATION;" and</p> <p>(b) received by the Procuring Agency prior to the deadline prescribed for submission of Bids, in accordance with ITB 18.</p> <p>20.2 Bids requested to be withdrawn in accordance with ITB 20.1 shall be returned unopened to the Bidders.</p> <p>20.3 No Bid may be withdrawn, substituted, or modified 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 Letter of Bid or any extension thereof.</p>
<p>21 Maximum Number of parties to Framework Agreement</p>	<p>21.1 A maximum of Fifteen (15) parties can become part of the Open Framework Agreement at a time.</p> <p>21.2 If a Framework Agreement with any party is terminated within the course of the Contract, then applications from potential applicants shall be considered to become party to Open Framework Agreement.</p>
<p>E. Evaluation and Comparison of Bids</p>	
<p>22 Confidentiality</p>	<p>22.1 Information relating to the evaluation of Bids and recommendation to conclude a Framework Agreement(s), shall not be disclosed to Bidders or any other persons not officially concerned with the Bidding process until the Notification of Intention to conclude the Framework Agreement is transmitted to all Bidders in accordance with ITB 31.1.</p> <p>22.2 Any effort by a Bidder to influence the Procuring Agency in the evaluation or decision to conclude a Framework Agreement(s) may result in the rejection of its Bid.</p> <p>22.3 Notwithstanding ITB 22.2, from the time of Bid opening to the time of the Framework Agreement being concluded, if any Bidder wishes to contact the Procuring Agency on any matter related to the Bidding process, it should do so in writing.</p>
<p>23 Clarification of Bids</p>	<p>23.1 To assist in the examination, evaluation, comparison of Bids, and qualification of</p>

	<p>Bidders, the Procuring Agency may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder in respect to its Bid and that is not in response to a request by the Procuring Agency shall not be considered. The Procuring Agency's request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease, in the substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of errors discovered by the Procuring Agency in the Evaluation of the Bids.</p> <p>23.2 If a Bidder does not provide clarifications of its Bid by the date and time set in the Procuring Agency's request for clarification, its Bid may be rejected.</p>
<p>24 Deviations, Reservations, and Omissions</p>	<p>24.1 During the evaluation of Bids, the following definitions apply:</p> <ul style="list-style-type: none"> (a) "Deviation" is a departure from the requirements specified in the Bidding documents; (b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding documents; and (c) "Omission" is the failure to submit part or all of the information or documentation required in the Bidding documents.
<p>25 Determination of Responsiveness</p>	<p>25.1 The Procuring Agency's determination of a Bid's responsiveness is to be based on the contents of the Bid itself, as defined in ITB 10.</p> <p>25.2 A substantially responsive Bid is one that meets the terms and conditions, and the requirements of the Bidding documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:</p> <ul style="list-style-type: none"> (a) If accepted, would: <ul style="list-style-type: none"> (i) affect in any substantial way the scope, quality, or performance of the Services specified in the Framework Agreement; or

	<p>(ii) limit in any substantial way, inconsistent with the Bidding documents, the Procuring Agency's rights or the Bidder's obligations under the Framework Agreement; or</p> <p>(b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive Bids.</p> <p>25.3 The Procuring Agency shall examine the Bids submitted in accordance with ITB 13 and ITB 14, in particular, to confirm that all requirements of Section IV (Schedule of Requirements) have been met without any material deviation or reservation, or omission.</p> <p>25.4 If a Bid is not substantially responsive to the requirements of Bidding documents, it shall be rejected by the Procuring Agency and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.</p>
<p>26 Non-conformities, Errors and Omissions</p>	<p>26.1 Provided that a Bid is substantially responsive, the Procuring Agency may waive any minor non-conformities in the Bid.</p> <p>1.1 Provided that a Bid is substantially responsive, the Procuring Agency may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify non-material non-conformities or omissions in the Bid related to documentation requirements. Such omission shall not be related to any such aspect that apparently or potentially affects the ranking of the Bidder or the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.</p>
<p>27 Evaluation of Bids</p>	<p>27.1 The Procuring Agency shall use the criteria and methodologies listed in this ITB and Section III - Evaluation Criteria in deciding to conclude a Framework Agreement(s). No other evaluation criteria or methodologies shall be permitted.</p>
<p>28 Qualification of the Bidder(s)</p>	<p>28.1 The Procuring Agency may ask the Bidders to establish that their qualification still establishes as determined during prequalification process,</p>

	and ask for any documentary evidence for such assurance. A negative determination shall result in disqualification of the Bid.
29 Procuring Agency's Right to Accept or Reject All Bids	29.1 The Procuring Agency reserves the right to accept or reject all the Bids, and to annul the Bidding process at any time, without thereby incurring any liability to the Bidders.
30 Standstill Period	30.1 The Framework Agreement(s) shall not be concluded earlier than the expiry of the Standstill Period. The Standstill Period shall be seven (7) Days. The Standstill Period commences the day after the date the Procuring Agency has transmitted to each Bidder the Notification of Intention to Conclude a Framework Agreement. Where only one Bid is submitted, or if this Primary Procurement process is in response to an emergency, the Standstill Period shall not apply.
31 Notification of Intention to Conclude a Framework Agreement	31.1 The Procuring Agency shall send to each successful bidder, the Notification of Intention to Conclude a Framework Agreement. The Notification(s) of Intention to Conclude shall contain, at a minimum, the following information: <ul style="list-style-type: none"> (a) the name and address of the Bidder(s) submitting the successful Bid(s); (b) the names of all Bidders who submitted Bids, and their Bid prices, or pricing mechanism(s), as readout, and as evaluated; (c) a statement of the reason(s) the Bid (of the unsuccessful Bidder to whom the Notification on Intention to Conclude a Framework Agreement(s) is addressed) was unsuccessful; (d) the expiry date of the Standstill Period; (e) instructions on how to request a debriefing and/or submit a complaint during the Standstill Period.
F. Conclusion of a Framework Agreement	
32 Notification to Conclude a Framework Agreement	32.1 This is an Open Framework Agreement.

	<p>32.2 Prior to the expiration of the Bid Validity Period and upon expiry of the Standstill Period, specified in ITB 30.1 or any extension thereof, and upon satisfactorily addressing a complaint that has been submitted within the Standstill Period, the Procuring Agency shall transmit to the successful Bidder(s) a Notification to Conclude a Framework Agreement, attaching the Framework Agreement for signature by the Bidder.</p>
<p>33 No Obligation to Purchase</p>	<p>33.1 The conclusion of a Framework Agreement shall not impose any obligation on the Procuring Agency to procure any services under the Framework Agreement.</p>
<p>34 Non-exclusivity</p>	<p>34.1 This Primary Procurement process is non-exclusive, and the Procuring Agency reserves the right to procure the Services from other suppliers who are not FA Suppliers.</p>
<p>35 Signing the Framework Agreement</p>	<p>35.1 The Bidder shall sign, date and return the Framework Agreement within fifteen (15) days of receipt of the same.</p>
<p>36 Publication of the Conclusion of Framework Agreement Notice</p>	<p>36.1 Within ten (10) Days of transmission to the successful Bidder(s) of the Notification(s) to Conclude a Framework Agreement(s) as per ITB 32.1, the Procuring Agency shall publish the Conclusion of Framework Agreement Notice which shall contain, , the following information:</p> <ul style="list-style-type: none"> (a) name and address of the Procuring Agency, and if applicable, all participating Procuring Agencies; (b) name and reference number of the Framework Agreement being concluded, and the selection method used; (c) names of all Bidders that submitted Bids, and as evaluated; (d) names of all Bidders whose Bids were rejected either as nonresponsive or as not meeting qualification criteria, or were not evaluated, with the reasons therefor; and

		(e) the name(s) of the successful Bidder(s), the duration of Framework Agreement(s), and a summary of its scope.
37 Grievance Mechanism	Redressal	<p>37.1 Procuring agency shall constitute a Grievance Redressal Committee (GRC) comprising of odd number of person with proper power and authorization to address the complaint. The GRC shall not have any of the members of Procurement Evaluation Committee.</p> <p>37.2 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 Regulation 26, and the same shall be addressed by the GRC well before the proposal submission deadline.</p> <p>37.3 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 Regulation and the same shall be addressed by the GRC well before the proposal submission deadline.</p> <p>37.4 Any Bidder feeling aggrieved by the Evaluation results shall lodge a written complaint within 03 days of the announcement of evaluation results. In case, the complaint is filed after the issuance of the final evaluation report during the standstill period, the complainant cannot raise any objection on technical evaluation of the report.</p> <p>37.5 The GRC shall investigate and decide upon the complaint within fifteen days of receipt of the complaint. Mere fact of lodging of a complaint shall not warrant suspension of the procurement process.</p>
38 Addition of Parties to the Framework Agreement		<p>38.1 The suppliers or contractors may apply to become a party or parties to the framework agreement at any time during its operation by presenting indicative submissions to the Procuring Agency in compliance with the requirements of the invitation to become a party to the open framework agreement.</p> <p>38.2 The Procuring Agency shall examine all indicative submissions received during the period of operation of the framework agreement within a maximum of forty-five (45) working days in accordance with the procedures set out in the</p>

	<p>invitation to become a party to the open framework agreement.</p> <p>38.3 The framework agreement shall be concluded with all qualified suppliers or contractors that presented submissions unless their submissions have been rejected on the grounds specified in the invitation to become a party to the open framework agreement or the maximum limit of qualified suppliers or contractors has been reached.</p> <p>38.4 The Completion period of framework agreement shall be in accordance with original Framework agreement.</p> <p>38.5 Maximum numbers of Framework agreement against each lot as defined in ITB 21.</p>
G. Secondary Procurement Process for awarding a Call-off Contract	
39 Method and criteria for award of Call-off Contract	<p>39.1 The Secondary Procurement method for selecting an FA Supplier and awarding a Call-off Contract is detailed in the Framework Agreement (see Schedule 2: Secondary Procurement).</p> <p>39.2 To participate in a Secondary Procurement and be awarded a Call-off Contract, FA Suppliers must maintain their qualification and eligibility, and shall continue to meet the criteria stipulated in these Bidding Documents.</p> <p>39.3 At the Secondary Procurement stage and during the award of a Call-off Contract, the Procuring Agency may request evidence of the FA Supplier's continued qualification and eligibility.</p>
H. Blacklisting Mechanism	
40 Blacklisting Mechanism	<p>40.1 The Authority may, for a specified period or permanently, debar and blacklist a supplier or contractor from participating in any procurement process of the Authority, if the supplier or contractor:</p> <ul style="list-style-type: none"> a. acts in a manner detrimental to the public interest or good practices; b. consistently fails to perform its obligations under the Framework Agreement c. provides false, fabricated or materially incorrect information. <p>40.2 The Authority may, on its own motion, or information provided by any party carry out an</p>

	<p>enquiry to determine, whether there is sufficient cause for blacklisting a supplier or contractor.</p> <p>40.3 Where the Authority is <i>prima facie</i> satisfied that such a cause exists based on its enquiry, it shall serve a show-cause notice to the supplier or contractor containing the precise allegation, the maximum penalty that the Authority intends to impose and the time within which the supplier or contractor is required to submit its reply which shall not be less than seven (7) days from the date of issuing the show cause notice.</p> <p>40.4 Irrespective of whether the supplier or contractor submits its defence to the show-cause notice, the Authority shall conduct a hearing giving the supplier or contractor to explain its position. Notice of hearing shall be given in writing containing the date, time and venue of hearing which shall not be less than seven (7) days from the date of issuing the notice of hearing.</p> <p>40.5 The Authority shall decide the matter within fifteen (15) days of hearing giving reasons for its decision. The Authority may either drop the charges against the supplier or contractor or impose any of the following punishments:</p> <ol style="list-style-type: none"> a. blacklisting; b. temporary debarment from participation in procurement proceedings; <p>40.6 The blacklisting and debarment will apply to the procurement carried out by the Authority.</p> <p>40.7 Nothing contained in this paragraph shall restrict the right of the Authority to communicate its decision to any other procuring entity, regulator or authority established by or under the law for publication of the blacklisting or debarment order on its website and for passing of appropriate orders to blacklist or debar the supplier or contractor from participating.</p>
<p>41 Party to Open Framework Agreement</p>	<p>41.1 The Procuring Agency may publish, after specified period mentioned in the BDS, invitation to become a party to the open framework agreement and shall in addition ensure unrestricted, direct and full access to the terms and conditions of the framework agreement and to any other necessary information relevant to its operation.</p>

Section II - Bid Data Sheet (BDS)

The following specific data for the Services to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions in the **BDS** shall prevail over those in ITB.

ITB 1.1	<p>Procurement Title: Hiring of Outdoor Media Production & Management Firms under Open Framework Agreement.</p> <p>Term of Framework Agreement The Framework Agreement shall be for a Term of Three (03) years from the commencement date stated in the Framework Agreement.</p>
ITB 1.1	<p>Final Destination/s (Project Sites) will be specified in each Call-off Contract awarded under the Framework Agreement. If the final destination is different from the named place of destination for delivery, the Procuring Agency will pay the Supplier the reasonable costs for inland transportation.</p>
ITB 1.2 (j) & 21	<p>Multi-Supplier Framework Agreement This Primary Procurement intends to conclude a Multi-Supplier Framework Agreement.</p> <p><u>Framework Agreement panel – minimum number (3)</u> The Procuring Agency intends to conclude a Framework Agreements with a minimum number of Bidders for each Lot. The minimum number for each lot is three (03).</p> <p><u>Framework Agreement panel – maximum number (15)</u> The Procuring Agency, will conclude Framework Agreements for each Lot up to a maximum number of (15) qualified bidders with substantially responsive bids. The top ten firms scoring the most marks shall be made part of the Framework Agreement Panel.</p>
ITB 5.1	<p>For clarification of Bid purposes only, the Procuring Agency's address is:</p> <p>Director Procurement PUNJAB CENTRAL BUSINESS DISTRICT DEVELOPMENT AUTHORITY CBD Complex (Ex Walton Airport) Lt (Navy), Yasir Shaheed Road, Lahore Telephone: 042-99058800 Email: procurement@cbdpunjab.gov.pk</p> <p>Requests for clarification should be received by the Procuring Agency no later than: three (03) Days before the deadline for submission of Bids.</p>
ITB 5.2	Pre-Bid meeting will not be held.
ITB 11.1	The Currency in Secondary Procurement is Pakistani Rupees.
ITB 14.1	The Bid validity period in Secondary Procurement shall be Ninety (90) days.
ITB 16.1	In addition to the original of the Bid, the number of copies to be delivered to the Procuring Agency is Nil copies.
ITB 16.3	The written confirmation of authorization to sign on behalf of the Bidder shall be as per Bid Form 4.
ITB	For Bid submission purpose only, the Procuring Agency's address is: <i>[This</i>

18.1

address may be the same as or different from that specified under ITB 5.1 for clarifications]

Director Procurement

PUNJAB CENTRAL BUSINESS DISTRICT DEVELOPMENT AUTHORITY

CBD Complex (Ex Walton Airport) Lt (Navy), Yasir Shaheed Road, Lahore

Telephone: 042-99058800

Email: procurement@cbdpunjab.gov.pk

FOR REFERENCE ONLY

Section III - Evaluation and Qualification Criteria

MANDATORY CRITERIA

- Registration with FBR with Valid NTN
- Registration with PRA
- Audited Financial Statements of Last Financial Year i.e. FY 2023. Income Tax Returns in case of Sole Proprietor or AOP.
- Minimum five (05) years of existence of the firm. (To be calculated from date of registration of firm from a relevant body)
- Undertaking on a stamp paper of Rs. 300 that firm is not blacklisted, correctness of information and pending litigation.

Note: Firm / Company not fulfilling the mandatory criteria will be characterized as **NOT-ELIGIBLE** and will not participate in the further evaluation process.

TECHNICAL EVALUATION CRITERIA

- **General Experience (20 Marks)**

S. No.	No of years' existence (Incorporation of firms from relevant authority in number of years) (Attach Evidence)	Total Marks 20
1	5 years to 6 years	05
2	6 years to 7 years	10
3	7 years to 8 years	15
4	8 years or more	20

- **Specific Experience (20 Marks)**

Sr. No.	Experience of Similar Assignments for Outdoor Advertisement Services (The applicant must attach Purchase Orders, Contracts or Performance Certificates for verifications)	Total Marks 20
1	Maximum ten (10) Government / Semi Government / Corporate / Private Sector Clients in last 02 years. (02 marks for each assignment)	20

- **Ownership of Billboard Sites in Punjab (20 Marks)**

Sr. No.	Billboard Sites in Pakistan (Provide location details and ownership details of the Billboard Sites. Sites with No Ownership Details will not be considered)	Total Marks 20
	Sites in Punjab	Marks
1	<ul style="list-style-type: none"> • 10 Marks for 05 Sites in major cities of Punjab. Proportionate marks for less than 05 sites. 	20

	<ul style="list-style-type: none"> • 10 Marks for 05 Sites in major cities across Pakistan other than Punjab. Proportionate marks for less than 05 sites. 	
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• **Average Annual Turnover in PKR of Organization of last Financial Year (20 Marks)**

Sr. No.	Last FY 2023 Audited Financial Statement or Income Tax Return (Attach Audited Financial Statement or Income Tax Return for FY 2023.)	Total Marks 20
1	Full Marks for Annual Turnover of FY 2023 of PKR 100 million. Proportionate Marks for Annual Turnover less than PKR 100 million.	20

• **Machinery (20 Marks)**

Sr. No.	Evidence (Machines with No Ownership Details will not be considered)	Total Marks 20
1	Cloth & Vinyl Color Flex / Banners Printing Machine. Attach Proof of Ownership and Pictures.	20

Total Marks: 100 %
Passing Marks: 65 %

FOR REFERENCE ONLY

Section IV – Schedule of Requirements

- **Outdoor Media Production and Management Companies:**
Streamers, Digital Streamers, Billboards, LED Displays etc.

FOR REFERENCE ONLY

Section V – Bid Forms

1. Letter of Bid

Director Procurement
Punjab Central Business District Development Authority
CBD Complex (Ex Walton Airport) Lt (Navy),
Yasir Shaheed Road,
Lahore

Subject: **Framework Agreement – []**
Date of this Bid submission: *[insert date (as day, month and year) of Bid submission]*
Request for Bid No.: *[insert identification]*

1. We have examined and have **no reservations** to the Bidding Documents, including addenda issued in accordance with Instructions to Bidders (**ITB 6**). We meet the eligibility requirements and have no conflict of interest in accordance with **ITB 3**. If we conclude a Framework Agreement, the Goods and Related Services that we may supply under a Call-off Contract awarded under the Framework Agreement, shall be sourced from an eligible country.
2. We have neither been suspended nor declared ineligible by the Procuring Agency(s) based on execution of a Bid-Securing Declaration or Proposal-Securing Declaration in Pakistan.
3. We offer to supply, in conformity with the Bidding Documents and in accordance with Section IV- Schedule of Requirements, Outdoor Media Production & Management Services under Open Framework Agreement.
4. Our Bid shall be valid for the period specified in **BDS 14.1** (as amended, if applicable) from the date fixed for the Bid submission deadline specified in **BDS 21.1** (as amended, if applicable), and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
5. If our Bid is accepted and we conclude a Framework Agreement, we understand that we may be required, as a condition of a subsequent Call-off Contract, to obtain a performance security (or guarantee);
6. We are not submitting any other Bid(s) as an individual Bidder, and we are not participating in any other Bid(s) as a Joint Venture member, or as a subcontractor.
7. We understand that there is no obligation on the Procuring Agency/Procuring Agency(s) to procure any Services from any FA Supplier during the Term of the Framework Agreement.

8. We confirm that no undertaking or any form of statement, promise, representation or obligation has been made by the Procuring Agency/Procuring Agency in respect of the total quantities or value of the Goods that may be ordered by it, or any participating Procuring Agency(s), in accordance with this Framework Agreement. We acknowledge and agree that we have not submitted this Bid on the basis of any such undertaking, statement, promise or representation.
9. In relation to this Primary Procurement, we understand that procuring agency may cancel the procurement process and reject all bid without assigning any reason.
10. We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption.

Name of the Bidder: *[insert complete name of the Bidder]

Name of the person duly authorized to sign the Bid on behalf of the Bidder: **[insert complete name of person duly authorized to sign the Bid]

Title of the person signing the Bid: [insert complete title of the person signing the Bid]

Signature of the person named above: [insert signature of person whose name and capacity are shown above]

Date signed [insert date of signing] **day of** [insert month], [insert year]

2. Bidder Information Form

Primary Procurement - Framework Agreement Goods

Date: *[insert date (as day, month and year) of Bid submission]*

IFP No.: *[insert number of IFP process]*

Page _____ of _____ pages

1. Bidder's Name <i>[insert Bidder's legal name]</i>
2. In case of JV, legal name of each member: <i>[insert legal name of each member in JV]</i>
3. Bidder's actual or intended country of registration: <i>[insert actual or intended country of registration]</i>
4. Bidder's year of registration: <i>[insert Bidder's year of registration]</i>
5. Bidder's Address in country of registration: <i>[insert Bidder's legal address in country of registration]</i>
6. Bidder's Authorized Representative Information Name: <i>[insert Authorized Representative's name]</i> Address: <i>[insert Authorized Representative's Address]</i> Telephone/Fax numbers: <i>[insert Authorized Representative's telephone/fax numbers]</i> Email Address: <i>[insert Authorized Representative's email address]</i>
7. Attached are copies of original documents of <i>[check the box(es) of the attached original documents]</i> <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITB 3.4 . <input type="checkbox"/> In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB 3.1 . <input type="checkbox"/> Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

3. Bidder's JV Members Information Form

Primary Procurement - Framework Agreement Goods

[The Bidder shall fill in this Form in accordance with the instructions indicated below. The following table shall be filled in for the Bidder and for each member of a Joint Venture]].

Date: *[insert date (as day, month and year) of Bid submission]*
 IFP No.: *[insert number of IFP process]*
 Page _____ of _____ pages

1. Bidder's Name: <i>[insert Bidder's legal name]</i>
2. Bidder's JV Member's name: <i>[insert JV's Member legal name]</i>
3. Bidder's JV Member's country of registration: <i>[insert JV's Member country of registration]</i>
4. Bidder's JV Member's year of registration: <i>[insert JV's Member year of registration]</i>
5. Bidder's JV Member's legal address in country of registration: <i>[insert JV's Member legal address in country of registration]</i>
6. Bidder's JV Member's authorized representative information Name: <i>[insert name of JV's Member authorized representative]</i> Address: <i>[insert address of JV's Member authorized representative]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers of JV's Member authorized representative]</i> Email Address: <i>[insert email address of JV's Member authorized representative]</i>
7. Attached are copies of original documents of <i>[check the box(es) of the attached original documents]</i> <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 3.4 .
8. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

4. Power of Attorney

(On Stamp Paper of PKR 300)

Know all men by these presents, we (name of the company and address of the registered office) do hereby appoint and authorize Mr. (full name and residential address) who is presently employed with us and holding the position of as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our proposal for (name of the project) in response to the tenders invited by the (name of the Purchaser) including signing and submission of all documents and providing information/responses to (name of the Purchaser) in all matters in connection with our Bid.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

Dated this ____ day of _____ 20__

For _____

(Signature)
(Name, Designation and Address)
Accepted

(Signature)
(Name, Title and Address of the Attorney)
Date:

FOR REFERENCE ONLY

5. Bid Securing Declaration

[The Bidder shall fill in this Form in accordance with the instructions indicated.]

Date: *[insert date (as day, month and year)]*

Bid No.: *[insert number of Bidding process]*

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

To: *[insert complete name of Procuring Agency]*

We, the undersigned, declare that:

We understand that, according to your conditions, Bids must be supported by a Bid Securing Declaration.

We accept that we will be blacklisted and henceforth cross debarred for participating in respective category of public procurement proceedings for a period of (not more than) six months, if fail to abide with a bid securing declaration, however without indulging in corrupt and fraudulent practices, if we are in breach of our obligation(s) under the Bid conditions, because we:

- (a) have withdrawn or modified our Bid during the period of Bid Validity specified in the Form of Bid;
- (b) Disagreement to arithmetical correction made to the Bid price; or
- (c) having been notified of the acceptance of our Bid by the Procuring Agency during the period of Bid Validity, (i) failure to sign the contract if required by Procuring Agency to do so or (ii) fail or refuse to furnish the Performance Security or to comply with any other condition precedent to signing the contract specified in the Bidding Documents.

We understand this Bid Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) twenty-eight (28) days after the expiration of our Bid.

Signed: *[insert signature of person whose name and capacity are shown]* In the capacity of *[insert legal capacity of person signing the Bid Securing Declaration]*

Name: *[insert complete name of person signing the Bid Securing Declaration]*

Duly authorized to sign the Bid for and on behalf of: *[insert complete name of Bidder]*

a) _____ Dated on _____ day
of _____, _____ *[insert date of signing]*

b)
Corporate Seal (where appropriate)

6. Undertaking

(This should be written in the Rs.300 Stamp Paper)

We, the undersigned, hereby offer to provide (*Insert Procurement Name*) required by Punjab Central Business District Development Authority (PCBDDA) in accordance with its Bidding Document due for opening on July 24, 2024.

We are hereby submitting our Bid and we hereby declare that:

- a) All the information and statements made in this Bid/Proposal are true and we accept that any misrepresentation contained in it may lead to our disqualification;
- b) We are currently not on the removed/blacklisted or suspended by any procuring agency of Pakistan or by any regulatory body in Pakistan and has no dispute with any Government Organization.
- c) We, do not have any pending litigation/arbitration/bankruptcy proceeding (other than the litigation declared alongside this form) with any government department/public sector undertaking/ private sector entity/or any other agency for which we have executed/ undertaken the works/services during the last 3 years.

We agree to abide by the terms and conditions of the Pre-Qualification Document and in addition to the conditions we also agree to abide by all the special instructions mentioned in Pre-Qualification Document. We also hereby categorically confirm that we are fully capable to provide services of external auditors as laid down in the terms of reference

We fully understand and recognize that PCBDDA is not bound to accept this Bid/Proposal that we shall bear all costs associated with its preparation and submission, and that PCBDDA will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the evaluation.

We remain,
Yours sincerely,
Authorized Signature and Stamp [*In full and initials*]: _____
Name, ID Card No. and Title of Signatory: _____
Name of Firm: _____
Contact Details: _____

I. **WITNESS**

Signature: _____
Designation & ID Card No. _____

PART 2 – Framework Agreement

FOR REFERENCE ONLY

Framework Agreement

This Framework Agreement is made for the provision of event management services on the *[insert: number]* day of *[insert: month]*, *[insert: year]* between

Punjab Central Business District Development Authority hereinafter referred to as the “Procuring Agency”) of the First Part and *[insert name of the Supplier]*, a firm having its registered office [] (hereinafter called the “Supplier”) of the Second Part (hereinafter referred to individually as “Party” and collectively as the “Parties”).

This Framework Agreement is subject to the provisions described in the Sections and Schedules listed below, including any amendments made therein from time to time.

This Framework Agreement concludes a standing offer by the Supplier to supply the specified Goods to the Procuring Agency during the Term of the Framework Agreement, as and when the Procuring Agency wishes to purchase them, through a Call-off Contract.

The following documents shall be deemed to form and be read and construed as part of this Framework Agreement and, where indicated, to any Call-off Contract awarded under this Framework Agreement.

- Section A: Framework Agreement General Provisions
- Section B: Framework Agreement Specific Provisions
- Schedule 1: Schedule of Requirements
- Schedule 2: Price Schedules
- Schedule 3: Secondary Procurement
- Schedule 4: Call-off Contract

IN WITNESS whereof, the Parties to this Framework Agreement have caused this Framework Agreement to be executed in accordance with the laws of Pakistan on the day, month and year indicated above.

“For and on behalf of the Procuring Agency:”

For Punjab Central Business
District Development Authority:

Signature
Name:
Designation:

For M/s *[name of the Supplier]*

Signature
Name:
Designation:

WITNESSES

Signature: _____

Signature: _____

CNIC #: _____

CNIC #: _____

Name: _____

Name: _____

FOR REFERENCE ONLY

Section A: Framework Agreement General Provisions (FAGP)

FOR REFERENCE ONLY

Section A

Framework Agreement General Provisions (FAGP)

1. Definitions

1.1 The following words and expressions shall have the meanings hereby assigned to them

- a) “Business Day” is any day that is an official working day of the Procuring Agency. It excludes the Procuring Agency’s official public holidays.
- b) “Call-off Contract” is a contract awarded under a Framework Agreement, through a Secondary Procurement process, for the supply of Goods, and any Related Services.
- c) “Commencement Date” _____ is the date this Framework Agreement is signed by both parties, being the commencement of the Term.
- d) “Contract Documents” means the documents listed in the Call-off Contract, including any amendments thereto.
- e) “Contract Price” is the price payable to the Supplier as specified in the Call-off Contract, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.
- f) “Day” means calendar day.
- g) “Goods” means all goods, materials, items, commodities, raw material, machinery, equipment, and/or other materials, as specified in the FA Specific Provisions, that the Supplier is required to supply to the Procuring Agency under a Call-off Contract. Where appropriate, for the purpose of interpretation, the definition for Goods includes Related Services.
- h) “In Writing” means communicated or recorded in written form. It includes, for example: mail, e-mail, fax.
- i) “Related Services” means the services incidental to the supply of the Goods, such as insurance, installation, training, initial maintenance and other such obligations of the Supplier, as defined in Scope of work.
- j) “Secondary Procurement” is the method used to select a Supplier and award a Call-off Contract under this Framework Agreement.
- k) “Single-User Framework Agreement” means a Framework Agreement where there is only one Procuring Agency, as specified in the FA Specific Provisions.
- l) “Supplier” means the person, private or government entity, or a combination of the above, who has concluded a Framework Agreement to supply to a Procuring Agency, from time to time, and as and when required, the Goods, and, if applicable, Related Services, under a Call-off Contract.

- m) "Term" means the duration of this Framework Agreement as described in the FA Specific Provisions starting from the Effective Date. Where applicable, it includes any extension(s) to the initial Term, if permitted in the FA Specific Provisions.

2. Framework Agreement Documents

- 2.1 This Framework Agreement (FA) shall be read as a whole. Where a documents is incorporated by reference into this Framework Agreement, it shall be deemed to form, and be read and construed, as part of this Framework Agreement.
- 2.2 This Framework Agreement comprises the documents specified in the **FA Specific Provisions**.

3. Award of Call-off contract

- 3.1 The Secondary Procurement method for selecting an FA Supplier and awarding a Call-off Contract is detailed in the Framework Agreement (see Schedule 2: Secondary Procurement). To participate in a Secondary Procurement and be awarded a Call-off Contract, FA Suppliers must maintain their qualification and eligibility, and shall continue to meet the criteria stipulated in these Bidding Documents. At the Secondary Procurement stage and during the award of a Call-off Contract, the Procuring Agency may request evidence of the FA Supplier's continued qualification and eligibility.

4. Evaluation Criteria for Secondary Procurement for awarding a Call-off contract

- 4.1 Proposals will be evaluated on the basis of the financial quotations. The firm quoting the lowest rates shall be awarded the Call off Contract. Any other evaluation criterion shall be made of the Request for Quotation.

5. Revisions of Terms and Conditions of Procurement through second-stage competition

- 5.1 The terms and conditions of procurement under this Framework Agreement may be revised through the Secondary Procurement process.
- 5.2 Any revisions shall remain within the maximum limits or deviations specified in the Framework Agreement Specific Provisions (FASP) and shall not fundamentally alter the nature or overall scope of the Framework Agreement or the Call-off Contract.

6. Supplier's obligations

- 6.1 The Supplier shall offer to provide (standing offer) to the Procuring Agency, the Services, described in the Framework Agreement Schedule 1: Schedule of Requirements, for the Term of this Framework Agreement, in accordance with the terms and conditions stipulated in this Framework Agreement.
- 6.2 During the Term of the Framework Agreement, the Supplier shall continue to be eligible and qualified, and the Services shall continue to be eligible, as per the qualification and eligibility criteria stipulated in the Primary Procurement process and the provisions of sub-paragraphs 3a. to 3c. below The Supplier shall notify the

Procuring Agency immediately, in writing, if it ceases to be qualified and/or ceases to be eligible.

- 6.3 The Supplier undertakes to provide the services under a Call-off Contract. The Services supplied shall be:
- a) as specified in the Framework Agreement, Schedule 1: Schedule of Requirements,
 - b) at the Contract Price specified in the Call-off Contract and
 - c) in such quantities, at such times and to such locations as specified in the Call-off Contract.
- 6.4 The Supplier agrees that the Call-off Contract, General Conditions of Contract set out in the Framework Agreement, and Call-off Contract Special Conditions of Contract set out in a Call-off Contract, shall apply to the provision of services.

7. Continued Qualification and Eligibility

- 7.1 The Supplier, shall continue to have the nationality of an eligible country as specified in the **FA Specific Provisions**. A Supplier or subcontractor, shall be deemed to have the nationality of a country if the Bidder is constituted, incorporated or registered in, and operates in conformity with, the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be.
- 7.2 All Goods and Related Services to be supplied under a Call-off Contract shall continue to have their origin in eligible Countries as specified in the **FA Specific Provisions**. For the purpose of this provision, origin means the country where the Goods have been grown, mined, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components. Ineligible Countries, if any, are listed in the **FA Specific Provisions**.
- 7.3 To continue to be eligible the Supplier shall not have been sanctioned by pursuant to the Anti-Corruption Law, and in accordance with its prevailing sanctions policies and procedures as set forth by the Public Procurement Regulatory Framework as described in Section B, Framework Agreement General Provisions. Where the Supplier has been so sanctioned it will be ineligible for the duration of the period of time as determined by the Procuring Agency or Public Procurement Regulatory Authority.
- 7.4 The Procuring Agency may require, during the Term of the Framework Agreement, evidence of the Supplier's continued qualification and eligibility, and the Goods continued eligibility. Failure to provide such evidence, as requested, may result in the

Supplier being disqualified from participating in a Secondary Procurement process, and/or being awarded a Call-off Contract, and/or the termination of the Framework Agreement.

8. Term

8.1 This Framework Agreement shall commence on the Commencement Date and, unless terminated earlier in accordance with the provisions of this Framework Agreement, or the general law, shall continue until the end of the Term specified in the **FA Specific Provisions**.

8.2 Where permitted in the **FA Specific Provisions**, the Term may be extended (subject to the condition that the total duration of the framework agreement shall not exceed three year), at the Procuring Agency's sole discretion, and where there has been satisfactory performance by the Supplier. To extend the Term, the Procuring Agency shall give the Supplier no less than three (3) months' notice, In Writing, prior to the date on which the Framework Agreement would otherwise have expired.

9. Representative

9.1 The representatives for each party, who shall be the primary point of contact for the other party in relation to matters arising from this Framework Agreement, are specified in the **FA Specific Provisions**. Should the representative be replaced, the party replacing the representative shall promptly inform the other party In Writing of the name and contact details of the new representative. Any representative appointed shall be authorized to make decisions on the day to day operation of the Framework Agreement.

10. Role of Procuring Agency

10.1 The role of PA is to manage and administer the Framework Agreement(s). The Procuring Agency is responsible for all matters pertaining to the Framework Agreement including, for example, amendments, suspension and termination of the Framework Agreement. For matters relating to individual Call-off Contracts, all communications, including notices, must be made to the Procuring Agency named in the Call-off Contract.

11. Contract Price

11.1 The Contract Price for each Call-off Contract shall be determined as specified in the **FA Specific Provisions**.

12. Performance Security (or Guarantee)

12.1 The Procuring Agency may require a Performance Security (or guarantee) from the Supplier in relation to the performance of a specific Call-off Contract. In this event, the Supplier shall comply with the relevant provisions relating to Performance Security (or guarantee) contained in the Call-off Contract Special Conditions of Contract.

13. Language

13.1 This Framework Agreement, and any Call-off Contract, as well as all correspondence and documents relating to this Framework Agreement, and any Call-off Contract, exchanged by the Procuring Agency and Supplier, shall be written in the English language. Supporting documents and printed literature that are part of this Framework Agreement, and any Call-off Contract, may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified, in which case, for purposes of this Framework Agreement, and any Call-off Contract, this translation shall govern.

13.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.

14. Notices

14.1 Any notice given by one party to the other pursuant to this Framework Agreement shall be in Writing to the address specified in the **FA Specific Provisions**. A notice shall be effective when delivered, or on the notice's effective date, whichever is later.

15. Fraud and Corruption

15.1 The Procuring Agency requires the Supplier to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the Primary or Secondary Procurement process or execution of a Call-off Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.

16. Records, inspections and audit

16.1 The Supplier shall keep, and shall make all reasonable efforts to cause its

subcontractor(s), if any, to keep, accurate and systematic accounts and records in respect of this Framework Agreement, the Goods, and any Call-off Contract, in such form and details as will clearly identify relevant time changes and costs.

17. Confidential Information

17.1 The Procuring Agency and the Supplier shall keep confidential and shall not, without the consent In Writing from the other, divulge to any third party any documents, data, or other information furnished directly or indirectly by either party in connection with the Framework Agreement.

17.2 The obligation of a party under **FAGP 14. 1.** above, shall not apply to information that:

- (a) now, or in future, enters the public domain through no fault of that party
- (b) can be proven to have been possessed by that party at the time of disclosure
- (c) and which was not previously obtained, directly or indirectly, from the other party
- (d) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

18. Governing Law

18.1 This Framework Agreement, and any Call-off Contract, shall be governed by, and interpreted in accordance with the applicable Laws, unless otherwise specified in the **FA Specific Provisions**, or the Special Conditions of Contract as set out in any Call-off Contract.

19. Change to the Framework Agreement

19.1 Any change to this Framework Agreement, including an extension of the Term (subject to the condition that the total duration of the framework agreement shall not exceed three year), must be In Writing and signed by both Parties. A change can be made at any time after this Framework Agreement has been signed by both Parties, and before it expires.

20. Termination of the Framework Agreement

20.1 The Procuring Agency, without prejudice to any other remedy for breach of the Framework Agreement, may terminate this Framework Agreement immediately, by notice in writing to the Supplier, if:

- (a) in the judgement of the Procuring Agency, the Supplier has engaged in Fraud and Corruption, or
- (b) during the Term of the Framework Agreement, the Supplier ceases to be qualified or eligible as per FAGP 4. or
- (c) the Supplier purports to assign, or otherwise transfer or dispose of this Framework Agreement, in whole, or in part, without the prior written consent of the Procuring Agency, or
- (d) the Service Provider commits a default under the Call Off Contract, or
- (e) the Supplier becomes bankrupt or otherwise insolvent.

20.2 The Procuring Agency may terminate this Framework Agreement, in whole or in part, by notice In Writing sent to the Supplier, at any time, for its convenience. The notice of termination shall specify that the termination is for the Procuring Agency's convenience, the extent to which the performance of the supplier under the Framework Agreement is terminated, and the date upon which such termination becomes effective.

21. Consequence of expiry or termination

21.1 Upon expiry, or earlier termination of this Framework Agreement, all Call-off Contracts entered into under this Framework Agreement shall continue in full force and effect unless otherwise terminated under the Call-off Contract General or Specific Conditions of Contract. However, no further Call off Contracts shall be awarded once the Framework Agreement is terminated.

22. Dispute resolution in relation to this Framework Agreement

22.1 In the case of a dispute arising out of, or in connection with this Framework Agreement, the Parties shall, in good faith, make every reasonable effort to communicate and cooperate with each other with a view to amicably resolving the dispute.

22.2 Where parties have exhausted the process described in **FAGP 19.1**, the parties may, by mutual agreement, nominate and refer the dispute to an adjudicator/mediator to assist in the resolution of the dispute. Parties will meet their own costs associated with such a referral, and split the costs of the adjudicator/mediator. In appointing the adjudicator/mediator parties should agree whether or not the adjudicator's/mediator's decision is to be final and binding.

23. Dispute resolution in relation to Call-off Contracts

- 23.1 The Procuring Agency and the Supplier for a Call-off Contract 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.
- 23.2 If, after twenty-eight (28) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Procuring Agency or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this provision shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract. Arbitration proceedings shall be conducted in accordance with the rules of procedure specified in the **FA Specific Provisions**.
- 23.3 Notwithstanding any reference to arbitration herein,
- (a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
 - (b) the Procuring Agency shall pay the Supplier any monies due the Supplier.

24. Force Majeure

- 24.1 The Supplier shall not be liable for 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.
- 24.2 For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Procuring Agency in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- 24.3 If a Force Majeure situation arises, the Supplier 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 Supplier 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.

25. Assignment

25.1 Neither the Procuring Agency nor the Supplier shall assign, in whole or in part, their obligations under this Framework Agreement and Call-Off Contract, except with prior written consent of the other party

26. Change in Laws and Regulations

26.1 If after the date of 7 (seven) days prior to the date of Request for Quotation, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in the place of the Procuring Agency's Country where the Project Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Period and/or the Contract Price, then such Delivery Period and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions and/or Change in Laws and Regulations, where applicable, in accordance with the Framework Agreement.

27. Delays in the Service Providers Performance

27.1 Performance of Services shall be made by the Service Provider in accordance with the Terms & Conditions set forth in the Call Off Contracts.

27.2. If at any time during performance of the Contract, the Service Provider should encounter conditions impeding timely 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.

27.3. Except as provided under FAGP Clause 24, 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.

28. Liquidated Damages

28.1 Subject to FAGP Clause 24, if the Service Provider fails to provide the Services as per requirement/ within the period(s) specified in the Call Off 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 Call Off Contract of the delivered price of the delayed 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 Call Off Contract. Once the maximum is reached, the Procuring Agency may consider termination of the Call Off Contract pursuant to FAGP Clause 20 along with other remedies available under PCBDDA Procurement Regulations, 2024.

29. Taxes & Duties

29.1 Service Provider shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Services to the Procuring Agency.

FOR REFERENCE ONLY

Section B: Framework Agreement Specific Provisions

The following Framework Agreement Specific Provisions (FASP) shall supplement and/or amend the Framework Agreement General Provisions (FAGP). Whenever there is a conflict between the FAGP and FASP, the provisions of the FASP shall prevail.

[This section is to be completed by the Procuring agency as per the instructions provided in italicized text. The italicized text should be deleted from the final documents.]

Framework Agreement Specific Provisions	Description
FAGP 1.1 (g) Goods	This Framework Agreement relates to the purchase and supply, under a separate Call-off Contract, of <i>[insert short title that describes the type of Goods, and any Related Services]</i> . The Goods, and Related Services, are more fully described in Schedule 1: Schedule of Requirements including, where applicable: list of Goods, list of Related Services, Technical Specifications, Drawings and Inspections and Tests.
FAGP 1.1 , (k)	Multi-User Framework Agreement.
FAGP 2.2 Framework Agreement Documents	This Framework Agreement comprises the following documents: <ul style="list-style-type: none"> a. Framework Agreement, including all Sections and Schedules, and b. Letter of Bid (from Primary Procurement process)
FAGP 3.4 Supplier's Obligations	<i>[For rapidly changing technologies such as information systems (computers, software, communication technology etc.) specify that this requirement applies.]</i>
FAGP 4. Eligibility	At the present time, firms, goods and services from the following countries are excluded from this Framework Agreement as being ineligible. <i>[[insert a list of the countries to apply the restriction or state "none"].]</i>
FAGP 5.1	The Term of this Framework Agreement is three years.

Term	
FAGP 5.2 Term extension(s)	[As applicable, indicate “(the total duration of the framework agreement shall not exceed three year)
FAGP 6.1 Representatives	<p><u>Procuring Agency’s Representatives</u></p> <p>The name and contact details of the Procuring Agency’s Representative under this Framework Agreement, and the address for notices in relation to this Framework Agreement, are:</p> <p>Name: Title/position: Address: Phone: Mobile: E-mail:</p>
FAGP 6.1 Representatives	<p><u>Supplier’s Representatives</u></p> <p>The name and contact details of the Supplier’s Representative, for the purposes of this Framework Agreement, and the address for notices in relation to this Framework Agreement are:</p> <p>Name: Title/position: Address: Phone: Mobile: E-mail:</p>
FAGP 8.1 Contract Price	The Contract Price that will apply to the hiring of services under a Call-off Contract shall be the successful competitive quotation.
FAGP 9.1 Evaluation	The firm quoting the lowest rate in the Secondary Procurement against a specific RFQ shall be awarded the Call Off Contract.

Criteria for second-stage competition	
FAGP 14 Notices	<p>Procurement Agency: Procurement Directorate Punjab Central Business District Development Authority, CBD Complex, Ex Walton Airport, Lt. Navy Yasir Shaheed Road, Lahore</p> <p>Supplies [address]</p>
FAGP 23.2 Dispute Resolution in relation to Call-off Contract.	<p>Arbitration shall be conducted in accordance with the Arbitration Act, 1940 or any statutory re-enactment or repeal thereof. The seat and venue of the arbitration shall be Lahore.</p>

FOR REFERENCE ONLY

SCHEDULE 1: Schedule of Requirements

Contents

FOR REFERENCE ONLY

SCHEDULE 2: Secondary Procurement

This Section contains the methods and the criteria that the Procuring Agency shall use to conduct a Secondary Procurement process to select a Supplier and award a Call-off Contract under this Framework Agreement. No other factors, methods or criteria shall be used other than specified in these bidding documents for the Secondary Procurement process.

FOR REFERENCE ONLY

1. Secondary Procurement method

The Secondary Procurement method(s) that apply to the selection of a Supplier for the award of a Call-off Contract under this Framework Agreement is competitive quotations through second-stage competition.

The procedure for the application of the procurement methods outlined under paragraph 1 above are the following.

1.1 Competitive quotations (second-stage competition)

The Procuring Agency will prepare a Request for Quotation (RFQ) and invite all eligible Suppliers holding a Framework Agreement that includes the services to be procured under the Call-off Contract to submit competitive quotations against the services.

The RFQ will include:

- (a) the Services to be provided
- (b) services delivery location(s)
- (c) services delivery date(s) or schedule
- (d) quantity or BOQ (if applicable)
- (e) the criteria to be applied to the evaluation of quotations
- (f) the award criteria, e.g.:
 - The Procuring Agency shall award the Call-off Contract to the Supplier whose Bid(s) has been determined to be:
 - the lowest evaluated cost.
- (g) deadline for submission of quotations
- (h) reference the Call-off Contract Terms and Conditions of supply, which are to apply to the purchase
- (i) *any other relevant information.*

2. Formation of Call-off Contract

The Procuring Agency shall confirm that the selected Supplier continues to be qualified and eligible in accordance with Framework Agreement prior to the formation of the Call-off Contract. The Call-off Contract is formed when the Procuring Agency transmits the signed Call-off Contract to the successful Supplier, a Call-off Contract for the Services and the supplier accepts the order.

3. Complaint about award of Call-off Contract

An unsuccessful Supplier may complain about the decision to award a Call-off Contract. In this case the process for making a complaint is as follows:

- a. the complaint shall be made in writing to the Procuring Agency, by the quickest means available, e.g. email.
- b. the Procuring Agency will address the complaint within a reasonable time
- c. the receipt of a complaint does not prohibit the award of the Call-off Contract, and no standstill period or pause in process shall apply.

SCHEDULE 3: Call-off Contract

FOR REFERENCE ONLY

Call-off Contract

Call-off Contract for the provision of services



Punjab Central Business District Development Authority

Government of the Punjab

CBD Punjab Complex, Ex Walton Airport, Lt. Navy, Yasir Shaheed Road, Lahore



WORK ORDER

P.O. NUMBER: XXXX

Date: abc

SUPPLIER	BILL TO	DELIVER TO
M/s ABC	Client	Client

S. No	Description	Qty.	Unit Rate with Tax	Total Amount
1	XYZ	123	123	123

Terms and Conditions:

1) ABC

AUTHORIZED SIGNATORY

Grand Total (Rs)

123

Terms and Conditions of Call-off Contract

All the terms and conditions of Framework Agreement shall be applicable on this Call-off Contract.

(Project Site/Final Destination)	The Project Site(s)/Final Destination(s) is/are: <i>[Insert name(s) and detailed information on the location(s) of the site(s)]</i>
Addresses for notices	<p>For notices, the Procuring Agency's address shall be:</p> <p>Attention: <i>[insert full name of person, if applicable]</i></p> <p>Street Address: <i>[insert street address and number]</i></p> <p>Floor/ Room number: <i>[insert floor and room number, if applicable]</i></p> <p>City: <i>[insert name of city or town]</i></p> <p>ZIP Code: <i>[insert postal ZIP code, if applicable]</i></p> <p>Country: <i>[insert name of country]</i></p> <p>Telephone: <i>[include telephone number, including country and city codes]</i></p> <p>Facsimile number: <i>[insert facsimile number, including country and city codes]</i></p> <p>Electronic mail address: <i>[insert e-mail address, if applicable]</i></p> <p><u>Address for notices to the Supplier:</u> <i>insert the name of officer authorized to receive notices</i> <i>[title/position]</i> <i>[department/work unit]</i> <i>[address]</i> <i>[email address]</i></p>
Settlement of Disputes	The settlement of disputes for Call-off Contracts shall be in accordance with FAGP 20.2
Contract Price	<p>The prices charged for the Goods supplied and any related Services performed <i>[insert "shall" or "shall not," as appropriate]</i> be adjustable.</p> <p>If prices are adjustable, the following method shall be used to calculate the price adjustment <i>[see attachment to Schedule 2 of the Contract for a sample Price Adjustment Formula]</i></p>

Terms of payment

Sample provision [The following are the sample terms of payment which, depending on the nature, size and complexity of the purchase, may be appropriately revised by the Procuring Agency]

[Note 1: For Goods to be supplied from abroad: At the time of the Call-off Contract, the Procuring Agency shall select one of the following options taking into considerations factors including: (i) the Call-off contract amount; (ii) the Delivery Period; (iii) the feasibility of setting up a letter of credit in a timely manner; (iv) applicable disbursement arrangements in the Financing Agreement and additional information in the Disbursement Letter; and (v) the extent to which suppliers of the subject Goods from abroad can accept alternative payment methods other than through letter of credit.

The method and conditions of payment to be made to the Supplier under this Call-off Contract shall be as follows:

1. Payment for Goods supplied from abroad:

Payment of foreign currency portion shall be made in *[insert currency of the Contract Price]* in the following manner:

[OPTION 1]

- (i) **Advance Payment:** Ten (10) percent of the Contract Price shall be paid within thirty (30) days of signing of the Contract, and upon submission of claim and a bank guarantee in the amount and currencies equal to the advance payment amount valid until the Goods are delivered and in the form provided in the Bidding document or another form acceptable to the Procuring Agency.
- (ii) **On Shipment:** Eighty (80) percent of the Contract Price of the Goods shipped shall be paid through irrevocable confirmed letter of credit opened in favor of the Supplier in a bank in its country, upon submission of concerned documents.
- (iii) **On Acceptance:** Ten (10) percent of the Contract Price of Goods received shall be paid within thirty (30) days of receipt of the Goods upon submission of claim supported by the acceptance certificate issued by the Procuring Agency.

Payment of local currency portion shall be made in *[insert currency]* within thirty (30) days of presentation of claim supported by a certificate from the Procuring Agency declaring that the Goods have been delivered and that all other contracted Services have been performed.

	<p>OR</p> <p><u>[OPTION 2]</u></p> <p>(i) Advance Payment: Twenty (20) percent of the Contract Price shall be paid within thirty (30) days of signing of the Contract, and upon submission of claim and a bank guarantee in the amount and currencies equal to the advance payment amount valid until the Goods are delivered and in the form provided in the Bidding document or another form acceptable to the Procuring Agency.</p> <p>(ii) On Shipment: Sixty (60) percent of the Contract Price shall be paid within 30 days receipt by the Procuring Agency of concerned documents.</p> <p>(iii) On delivery of the Goods at the final place of destination: Twenty (20) percent of the Contract Price shall be paid within thirty (30) days of delivery of the Goods at the final place of destination, supported by an acceptance certificate issued by the Procuring Agency and receipt of the Supplier's invoice.</p> <p>2. Payment for Goods and Services supplied from within the Procuring Agency's Country:</p> <p>Payment for Goods and Services supplied from within the Procuring Agency's Country shall be made in <i>[insert currency]</i>, as follows:</p> <p>(i) Advance Payment: Ten (10) percent of the Contract Price shall be paid within thirty (30) days of signing of the Contract against a simple receipt and a bank guarantee for the equivalent amount and in the form provided in the Bidding document or another form acceptable to the Procuring Agency.</p> <p>(ii) On Delivery: Eighty (80) percent of the Contract Price shall be paid on receipt of the Goods and upon submission of the concerned documents.</p> <p>(iii) On Acceptance: The remaining ten (10) percent of the Contract Price shall be paid to the Supplier within thirty (30) days after the date of the acceptance certificate for the respective delivery issued by the Procuring Agency.</p>
<p>Interest due for late payment</p>	<p>The payment-delay period after which the Procuring Agency shall pay interest to the supplier shall be <i>[insert number]</i> days.</p> <p>The interest rate that shall be applied is <i>[insert number]</i> %</p>
<p>Performance</p>	<p>A Performance Security (or Guarantee) <i>[insert "shall" or "shall</i></p>

<p>Security (or Guarantee)</p>	<p>not”] be required.</p> <p><i>[If a Performance Security (or Guarantee) is required, insert “The amount of the Performance Security (or Guarantee) shall be:” [insert amount]</i></p> <p><i>[The amount of the Performance Security (or Guarantee) is usually expressed as a percentage of the Contract Price. The percentage varies according to the Procuring Agency’s perceived risk and impact of non-performance by the Supplier. A 10% percentage is used under normal circumstances]</i></p>
<p>Inspections and tests</p>	<p>The inspections and tests shall be: <i>[insert: “as per the Framework Agreement Schedule 1: Schedule of Requirements”, or if different or additional state the nature, frequency, procedures for carrying out the inspections and tests]</i></p>

Liquidated damages

The liquidated damage shall be *[insert % number]* per week.

The maximum amount of liquidated damages shall be *[insert % number]*.

1.1 Warranty

1.2 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.

1.3 The Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.

1.4 The warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Call Off Contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the country of origin, whichever period concludes earlier.

1.5 The Procuring Agency shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Procuring Agency shall afford all reasonable opportunity for the Supplier to inspect such defects.

1.6 Upon receipt of such notice, the Supplier shall, within the period specified in the SCC, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Procuring Agency.

1.7 If having been notified, the Supplier fails to remedy the defect within the period specified in the SCC, the Procuring Agency may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Procuring Agency may have against the Supplier under the Contract.

1.8 The period of validity of the Warranty shall be *[insert number]* days.

1.9 For purposes of the Warranty, the place(s) of final destination(s) shall be:

[insert name(s) of location(s)].

1. The warranty period shall be _____ hours of operation or _____ months from date of inspection of Goods, whichever occurs earlier. The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the Contract. If, for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall, at its discretion, either:

(a) make such changes, modifications, and/or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests.

(b) pay liquidated damages to the Procuring Agency with respect to the failure to meet the contractual guarantees. The rate of these liquidated damages shall be (_____)

PROCUREMENT DOCUMENT



**Hiring of Firms for Offset / Digital
Printing Services under
Open Framework Agreement with
Second-Stage Competition**

**Punjab Central Business District
Development Authority
July, 2024**

Invitation to Bid

1. The Punjab Central Business District Development Authority hereby invites Offset / Digital Printing Firms to become a party to this Open Framework Agreement as per the terms of regulation 55 of the PCBDDA Procurement Regulations, 2024. The objective of this Open Framework Agreement is to cater/hire on-demand provision of services as described in Schedule IV – Schedule of Requirements through subsequent Call-off Procedure through Second Stage Competition.
2. Bidding Document, in the English language, can be purchased by the interested Bidders on the submission of a written application to the addressee below and upon payment of a non-refundable fee of Pak Rs. 25,000/- which shall be submitted in the form of Pay Order / CDR in favor of **“Punjab Central Business District Development Authority.”**
3. Bids must be delivered to the addressee below on or before July 25, 2024, **at 1100 Hours**. Interested eligible Bidders may obtain further information from *Punjab Central Business District Development Authority* at the address given below from office hours of 0900 to 1700 hours.
4. Bidding Documents are immediately available from the date of publication. *Punjab Central Business District Development Authority* will not be responsible for any cost or expense incurred by Bidders in connection with the preparation or delivery of Bids. The Bidding document carrying all details can also be downloaded from PCBDDA’s website www.cbdpunjab.gov.pk for information only.

Director Procurement
PUNJAB CENTRAL BUSINESS DISTRICT DEVELOPMENT AUTHORITY
CBD Punjab Complex (Ex Walton Airport) Lt (Navy), Yasir Shaheed Road,
Lahore, Email: procurement@cbdpunjab.gov.pk

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FOR REFERENCE ONLY

Part 1 - Bidding Documents

FOR REFERENCE ONLY

Section I -. Instructions to Bidders (ITB)

A. General	
1. Scope of Bid	1.1 The Punjab Central Business District Development Authority (PCBDDA) invites Bids against Tender ID no. PCBDDA/PRO/TENDER/2024-25/01 for the provision of services as specified in the Section-IV Schedule of requirements (Scope of work) for the period, timeline(s) and destination as stated in the Bid Data Sheet (BDS).
2 Definitions	2.1 Throughout this set of Bidding Documents: <ul style="list-style-type: none">a) "in writing" means communicated in written form (e.g. by mail, e-mail, fax, including any other electronic means if specified in the BDS) with proof of receipt;b) if the context so requires, "singular" means "plural" and vice versa;c) "Day" means calendar day, unless otherwise specified.d) "Business Day" means an official working day of the Procuring Agency. It excludes official public holidays;e) "Bid" means a Bid made in response to an invitation, an indicative submission in accordance with the respective regulation of the PCBDDA Procurement Regulations 2024 and where it is made in response to a RFQ under Secondary Procurement Process, a quotation including the bid price".f) "Bidder" refers to any person that submits a Bid in response to an Invitation to Bid issued by the Punjab Central Business District Development Authority (PCBDDA);).g) "Call-off Order" means a Purchase / Work Order awarded, under Open Framework Agreement, through a Secondary Procurement process, for the provision of services;h) "Open Framework Agreement" means an agreement in terms of regulation 55 of the PCBDDA Procurement Regulations 2024;

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| | <ul style="list-style-type: none">i) "Delivery Period" is the specified period from the date of formation of a Call-off order for provision of the Good or Related Service, as per the applicable terms and conditions.j) "Framework Agreement (FA)" means a contractual arrangement which allows a procuring agency to procure goods, services or works that are needed continuously or repeatedly at agreed terms and conditions over an agreed period of time, through placement of a number of orders;k) "Goods" means all goods, materials or items that the FA Supplier is required to supply to the Procuring Agency under a Call-off Contract placed under a Framework Agreement. Details of such Goods and related services are set out as a part of the Framework Agreement and particularly described in a Call-off Contract. Where appropriate, for the purpose of interpretation, the definition for Goods;l) "Multi-Supplier Framework Agreement" means where more than one Bidder (Supplier) concludes a Framework Agreement;m) "person" means any individual, corporation, partnership, joint venture, association, organization, or any other entity, whether incorporated or unincorporated, that is capable of entering into binding contracts under the laws of Pakistan;.n) "Procuring Agency" means Punjab Central Business District Development Authority;o) "successful bidder" means the Bidder whose Bid has been evaluated and determined by the Procuring Agency as meeting the requirements and criteria set forth in the Bidding Documentsp) "Regulations" means PCBDDA Procurement Regulations 2024 unless otherwise provided;q) "Primary Procurement Process" means the procurement process that results in concluding a Framework Agreement(s) with successful Bidder(s);r) "Secondary Procurement Process" means the |
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process described in the Framework Agreement and followed by a Procuring Agency to select a FA Supplier, and award a Call-off Contract for the provision of goods & services that is in accordance with regulation 56 of the PCBDDA Procurement Regulations 2024;

- s) "Single-Supplier Framework Agreement" means a Framework Agreement where only one Bidder (Supplier) concludes a Framework Agreement;
- t) "successful bidder" means the Bidder whose Bid has been evaluated and determined by the Procuring Agency as meeting the requirements and criteria set forth in the Bidding Documents which may result in the formation of a Framework Agreement;
- u) "FA Supplier" means a Bidder that has concluded a Framework Agreement through the Primary Procurement process may be considered for the award of a Call-off Contract (through Secondary Procurement Process), to provide the services as and when required through Call-off Contract;
- v) "Standstill Period" means means a period of seven days starting from the dispatch of a notice as required by regulation 35 during which the Authority cannot accept the successful bid and during which suppliers or contractors can challenge the decision.
- w) "Term" means the duration of a Framework Agreement starting on the Commencement Date;
- x) "Coercion" means where a supplier or contractor impairs or harms, or threatens to impair or harm, directly or indirectly, any party to the procurement proceedings or the property of the party to influence its actions to achieve a wrongful gain or to cause a wrongful loss;
- y) "Collusive Practice" means an arrangement between two or more suppliers or contractors to the procurement process or procurement contract, designed to achieve with or without

	<p>the knowledge of the Authority to establish prices at artificial, non-competitive levels for any wrongful gain;</p> <p>z) “Corrupt Practice” means where the supplier or contractor offers, gives, receives or solicits, directly or indirectly, anything of value to influence the acts of another party for wrongful gain;</p> <p>aa) “Fraudulent Practice” means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;</p> <p>bb) “Obstructive Practice” means where a supplier or contractor harms or threatens to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a procurement contract or deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements before the Authority 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 any rights provided for under the regulations.</p>
<p>3 Fraud and Corruption</p>	<p>3.1 The Procuring Agency requires that the Applicants / Bidders / Suppliers / Contractors, observe the highest standard of ethics during the procurement and execution of such agreements and contracts.</p> <p>3.2 The Bidders shall permit and shall cause their agents (whether declared or not), sub-contractors, sub-consultants, service providers, suppliers, and their personnel, to permit the Procuring Agency to inspect all accounts, records and other documents relating to any, Application / Bid submission, Primary Procurement process, Framework Agreement performance, Secondary</p>

	<p>Procurement process, and/or Call-off Contract performance (in the case of award of a Call-off Contract), and to have them audited by auditors appointed by the Procuring Agency.</p> <p>3.3 Any communications between the Bidder and the Procuring Agency related to matters of alleged corrupt and fraudulent practices must be made in writing or in electronic forms that provide record of the content of communication.</p> <p>3.4 Procuring Agency will reject a bid or proposal, if it is established that the Applicant or the Bidder was engaged in corrupt and fraudulent practices in competing for the contract. Procuring Agency may also declare the Bidder as blacklisted in accordance with PCBDDA Procurement Regulations 2024.</p>
<p>4 Eligible Bidders</p>	<p>4.1 A Bidder shall not have a conflict of interest. Any Bidder found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest for the purpose of this Bidding process, if the Bidder:</p> <ul style="list-style-type: none"> a) directly or indirectly controls, is controlled by or is under common control with another Bidder; b) receives or has received any direct or indirect subsidy from another Bidder; c) has the same legal representative as another Bidder; d) has a relationship with another Bidder, directly or through common third parties, that puts it in a position to influence the Bid of another Bidder, or influence the decisions of the Procuring Agency regarding this Primary Procurement process; e) or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Services that are the subject of the Bid; f) or any of its affiliates has been hired (or is proposed to be hired) by the Procuring Agency or Procuring Agency or Borrower in implementing the Framework Agreement or a Call-off Contract; or g) would be providing Goods, works, or non-consulting services resulting from, or directly related to consulting services for the

	<p>preparation or implementation of the project specified in Scope of work.</p> <p>h) that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or</p> <p>i) has a close business or family relationship with a professional staff of the Procuring Agency (or of the project implementing agency, or of a recipient of a part of the funds) who:</p> <p>j) are directly or indirectly involved in the preparation of the Prequalification Documents or Bidding Documents or specifications of the Framework Agreement or Call-off Contract and/or the Prequalification or Bid evaluation process of such Contract; or</p> <p>k) would be involved in the implementation or supervision of such Framework Agreement or Call-Off Contract, unless the conflict stemming from such relationship has been resolved throughout the Procurement Process, Bidding process during the execution of the Framework Agreement and/or Call-off Contract.</p>
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B. Contents of the Bidding Documents

FOR REFERENCE

<p>5 Sections of Bidding Documents</p>	<p>5.1 The Bidding documents consist of Parts 1 and 2 which include all sections, schedules, annexes and should be read in conjunction with any addenda issued in accordance with ITB 7.</p> <p>PART 1 - Bidding Procedures</p> <p>Section I - Instructions to Bidders (ITB)</p> <p>Section II - Bidding Data Sheet (BDS)</p> <p>Section III - Evaluation Criteria</p> <p>Section IV - Schedule of Requirements</p> <p>Section V – Bidding Forms</p> <p>PART 2 - Framework Agreement (FA)</p> <p>Section A: Framework Agreement General Provisions</p> <p>Section B: Framework Agreement Specific Provisions</p> <p>SCHEDULE 1: Schedule of Requirements</p> <p>SCHEDULE 2: Secondary Procurement Process</p> <p>SCHEDULE 3: Call-off Contract</p> <p>SCHEDULE 4: Secondary Procurement Forms</p> <p>5.2 Unless obtained directly from the Procuring Agency, the Procuring Agency is not responsible for the completeness of the documents, responses to requests for clarification, the Minutes of the pre-Bid meeting (if any), or addenda to the Bidding documents in accordance with ITB 6. In case of any contradiction, documents obtained directly from the Procuring Agency shall prevail.</p> <p>5.3 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding documents and to furnish with its Bid all information or documentation as is required by the Bidding documents.</p>
<p>6 Clarification of Bidding Documents</p>	<p>6.1 A Bidder requiring any clarification of the Bidding Documents shall contact the Procuring Agency in writing at the Procuring Agency’s address specified in the BDS. The Procuring Agency will respond in writing to any request for clarification, provided that such request is received prior to the deadline for submission of Bids within a period</p>

	<p>specified in the BDS. The Procuring Agency shall forward copies of its response to all Bidders who have acquired the Bidding documents., including a description of the inquiry but without identifying its source. If so specified in the BDS, the Procuring Agency shall also promptly publish its response at the web page identified in the BDS. Should the clarification result in changes to the essential elements of the Bidding documents, the Procuring Agency shall amend the Bidding documents following the procedure under ITB 7 and in accordance with provisions of ITB 18.2,</p> <p>6.2 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.</p> <p>6.3 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 been prequalified and 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 7. Non-attendance at the pre-Bid meeting will not be a cause for disqualification of a Bidder.</p>
<p>7 Amendment of Bidding Documents</p>	<p>7.1 At any time prior to the deadline for submission of Bids, the Procuring Agency may amend the Bidding documents by issuing addenda.</p> <p>7.2 Any Addendum issued shall be part of the Bidding documents and shall be communicated in writing to all who have obtained the Bidding documents from the Procuring Agency. The Procuring Agency shall also promptly publish the addendum on the Procuring Agency's web page in accordance with ITB 7.1</p>

	<p>Provided that a Bidder who had either already submitted their Bids or handed over the Bids to the courier prior to the issuance of any such addendum shall have the right to withdraw his already filed Bid and submit the revised Bid prior to the original or extended Bid submission deadline.</p> <p>7.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Procuring Agency may, at its discretion, extend the deadline for the submission of Bids, pursuant to ITB 18.2.</p> <p>Provided that the Procuring Agency shall extend the deadline for submission of Bid, if such an addendum is issued within last three (03) days of the Bid submission deadline.</p>
C. Preparation of Bids	
8 Cost of Bidding	<p>8.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid. 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>
9 Language of Bid	<p>9.1 The Bid as well as all correspondence and documents relating to the bid exchanged by the bidder and the Procuring Agency, shall be written in the English. Supporting documents and printed literature that are part of the Application may be in another language, provided they are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Application, the translation shall be given preference.</p>
10 Documents Comprising the Bid	<p>10.1 The Bid shall comprise the following:</p> <ul style="list-style-type: none"> a) Letter of Bid prepared in accordance with ITB 11. b) Authorization: written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 11. c) any other documents required in the BDS. <p>10.2 In addition to the requirements under ITB 5, Bids submitted by a JV shall include a copy of the Joint Venture agreement entered into by all members.</p>

	<p>10.3 The Bidder shall furnish in the Letter of Bid information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Bid.</p>
11 Letter of Bid	<p>11.1 The Letter of Bid shall be prepared using the relevant forms furnished in Section V (Bidding Forms). The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITB 16.3. All blank spaces shall be filled in with the information requested.</p>
12 Currencies of Bid and Payment	<p>12.1 Under the Secondary Procurement, the currency of the Bid and the currency of payments shall be the same. The Bidder shall quote in the Pak Rupees, unless otherwise specified in the BDS.</p>
13 Documents Establishing the Conformity of Goods	<p>13.1 To establish the conformity of the Goods and Related Services to the Bidding documents, the Bidder shall furnish as part of its Bid the documentary evidence that the Goods conform to the technical specifications and standards specified in Section IV (Schedule of Requirements).</p> <p>13.2 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to the technical specification, and if applicable, a statement of deviations and exceptions to the provisions of the Section IV (Schedule of Requirements).</p> <p>13.3 The Bidder shall also furnish a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period specified in the BDS following acceptance of the Goods by the Procuring Agency (if a Call-off Contract is awarded to the FA Supplier).</p> <p>13.4 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Procuring Agency in the Schedule of</p>

	<p>Requirements, are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Procuring Agency's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Section IV (Schedule of Requirements).</p>
<p>14 Documents Establishing the Eligibility and Qualifications of the Bidder</p>	<p>14.1 To establish Bidder's eligibility in accordance with ITB 4, Bidders shall complete the Letter of Bid, included in Section V (Bidding Forms).</p> <p>14.2 The Bidder shall provide documentary evidence of its qualifications to conclude a Framework Agreement and/or perform any Call-off Contracts if awarded, to the satisfaction of the Procuring Agency. This evidence shall include:</p> <p><u>(a)</u> if required in the BDS, a Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the form included in Section V (Bidding Forms) to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in the Procuring Agency's Country;</p> <p><u>(b)</u> if required in the BDS, in case of a Bidder not doing business within the Pakistan (or where the procurement is being made), the Bidder is, or will be, (if awarded the call off contract) represented by an Agent in the country, equipped and able to carry out the Supplier's maintenance, repair, and spare parts stocking obligations in respect of the Goods.</p>
<p>15 Period of Validity of Bids</p>	<p>15.1 Bids / Quotations shall remain valid for the Bid Validity period specified in the individual RFQs. The Bid Validity period starts from the date fixed for the Bid submission deadline (as prescribed by the Procuring Agency in accordance with ITB 18.1). A Bid valid for a shorter period shall be rejected by the Procuring Agency as non-responsive.</p> <p>15.2 In exceptional circumstances, prior to the expiration of the Bid validity period, the Procuring Agency may request Bidders to extend the period of validity of their Bids only</p>

	<p>once. The request and the responses shall be made in writing. A Bidder may refuse the request to extend the validity of their bids. A Bidder granting the request shall not be required or permitted to modify its Bid.</p>
<p>16 Format and Signing of Bid</p>	<p>16.1 The Bidder shall prepare one original of the documents comprising the Bid as described in ITB 10 and clearly mark it "ORIGINAL." In addition, the Bidder shall submit the number of copies of the Bid, as specified in the BDS and clearly mark them "COPY." In the event of any discrepancy between the original and the copies, the original shall prevail.</p> <p>16.2 Bidders shall mark as "CONFIDENTIAL" information in their Bids which is confidential to their business. This may include proprietary information, trade secrets, or commercial or financially sensitive information.</p> <p>16.3 The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person 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 where entries or amendments have been made shall be signed or initialed by the person signing the Bid.</p> <p>16.4 In case the Bidder is a JV, the Bid shall be signed by an authorized representative of the JV on behalf of the JV, and so as to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized representative.</p>
<p>D. Submission and Opening of Bids</p>	
<p>17 Sealing and Marking of Bids</p>	<p>17.1 The Bidder shall deliver the Bid in a single, sealed envelope. Within the single envelope, the Bidder shall place the following separate, sealed envelope:</p> <p>(a) in an envelope marked "ORIGINAL", all documents comprising the Bid, as described in ITB 10; and</p>

	<p>(b) in an envelope marked "COPIES", all required copies of the Bid; and,</p> <p>17.2 The inner and outer envelopes, shall:</p> <ul style="list-style-type: none"> (a) bear the name and address of the Bidder; (b) be addressed to the Procuring Agency as specified in BDS; (c) bear the specific identification of this Bidding process indicated in ITB 1.1; and (d) bear a warning not to open before the time and date for Bid opening. <p>17.3 If all envelopes are not sealed and marked as required, the Procuring Agency will assume no responsibility for the misplacement or premature opening of the Bid.</p>
<p>18 Deadline for Submission of Bids</p>	<p>18.1 Bids must be received by the Procuring Agency at the address and no later than the date and time specified in the BDS.</p> <p>18.2 If required in accordance with the provisions of ITB 6.3, the Procuring Agency will extend the deadline for the submission of Bids, in which case all rights and obligations of the Procuring Agency and the Bidder subject to the previous deadline shall thereafter be subject to the deadline as extended.</p>
<p>19 Late Bids</p>	<p>19.1 The Late Bids shall be processed as per the PBCDDA Procurement Regulations, 2024.</p>
<p>20 Withdrawal, Substitution, and Modification of Bids</p>	<p>20.1 A Bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization (the power of attorney) in accordance with ITB 16.3, (except that withdrawal notices do not require copies). The corresponding substitution or modification of the Bid must accompany the respective written notice. All notices must be:</p> <ul style="list-style-type: none"> (a) prepared and submitted in accordance with ITB 16 and ITB 17 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be

	<p>clearly marked "WITHDRAWAL," "SUBSTITUTION," or "MODIFICATION;" and</p> <p>(b) received by the Procuring Agency prior to the deadline prescribed for submission of Bids, in accordance with ITB 18.</p> <p>20.2 Bids requested to be withdrawn in accordance with ITB 20.1 shall be returned unopened to the Bidders.</p> <p>20.3 No Bid may be withdrawn, substituted, or modified 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 Letter of Bid or any extension thereof.</p>
<p>21 Maximum Number of parties to Framework Agreement</p>	<p>21.1 A maximum of Fifteen (15) parties can become part of the Open Framework Agreement at a time.</p> <p>21.2 If a Framework Agreement with any party is terminated within the course of the Contract, then applications from potential applicants shall be considered to become party to Open Framework Agreement.</p>
<p>E. Evaluation and Comparison of Bids</p>	
<p>22 Confidentiality</p>	<p>22.1 Information relating to the evaluation of Bids and recommendation to conclude a Framework Agreement(s), shall not be disclosed to Bidders or any other persons not officially concerned with the Bidding process until the Notification of Intention to conclude the Framework Agreement is transmitted to all Bidders in accordance with ITB 31.1.</p> <p>22.2 Any effort by a Bidder to influence the Procuring Agency in the evaluation or decision to conclude a Framework Agreement(s) may result in the rejection of its Bid.</p> <p>22.3 Notwithstanding ITB 22.2, from the time of Bid opening to the time of the Framework Agreement being concluded, if any Bidder wishes to contact the Procuring Agency on any matter related to the Bidding process, it should do so in writing.</p>
<p>23 Clarification of Bids</p>	<p>23.1 To assist in the examination, evaluation, comparison of Bids, and qualification of</p>

	<p>Bidders, the Procuring Agency may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder in respect to its Bid and that is not in response to a request by the Procuring Agency shall not be considered. The Procuring Agency's request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease, in the substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of errors discovered by the Procuring Agency in the Evaluation of the Bids.</p> <p>23.2 If a Bidder does not provide clarifications of its Bid by the date and time set in the Procuring Agency's request for clarification, its Bid may be rejected.</p>
<p>24 Deviations, Reservations, and Omissions</p>	<p>24.1 During the evaluation of Bids, the following definitions apply:</p> <ul style="list-style-type: none"> (a) "Deviation" is a departure from the requirements specified in the Bidding documents; (b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding documents; and (c) "Omission" is the failure to submit part or all of the information or documentation required in the Bidding documents.
<p>25 Determination of Responsiveness</p>	<p>25.1 The Procuring Agency's determination of a Bid's responsiveness is to be based on the contents of the Bid itself, as defined in ITB 10.</p> <p>25.2 A substantially responsive Bid is one that meets the terms and conditions, and the requirements of the Bidding documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:</p> <ul style="list-style-type: none"> (a) If accepted, would: <ul style="list-style-type: none"> (i) affect in any substantial way the scope, quality, or performance of the Services specified in the Framework Agreement; or

	<p>(ii) limit in any substantial way, inconsistent with the Bidding documents, the Procuring Agency's rights or the Bidder's obligations under the Framework Agreement; or</p> <p>(b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive Bids.</p> <p>25.3 The Procuring Agency shall examine the Bids submitted in accordance with ITB 13 and ITB 14, in particular, to confirm that all requirements of Section IV (Schedule of Requirements) have been met without any material deviation or reservation, or omission.</p> <p>25.4 If a Bid is not substantially responsive to the requirements of Bidding documents, it shall be rejected by the Procuring Agency and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.</p>
<p>26 Non-conformities, Errors and Omissions</p>	<p>26.1 Provided that a Bid is substantially responsive, the Procuring Agency may waive any minor non-conformities in the Bid.</p> <p>1.1 Provided that a Bid is substantially responsive, the Procuring Agency may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify non-material non-conformities or omissions in the Bid related to documentation requirements. Such omission shall not be related to any such aspect that apparently or potentially affects the ranking of the Bidder or the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.</p>
<p>27 Evaluation of Bids</p>	<p>27.1 The Procuring Agency shall use the criteria and methodologies listed in this ITB and Section III - Evaluation Criteria in deciding to conclude a Framework Agreement(s). No other evaluation criteria or methodologies shall be permitted.</p>
<p>28 Qualification of the Bidder(s)</p>	<p>28.1 The Procuring Agency may ask the Bidders to establish that their qualification still establishes as determined during prequalification process,</p>

	and ask for any documentary evidence for such assurance. A negative determination shall result in disqualification of the Bid.
29 Procuring Agency's Right to Accept or Reject All Bids	29.1 The Procuring Agency reserves the right to accept or reject all the Bids, and to annul the Bidding process at any time, without thereby incurring any liability to the Bidders.
30 Standstill Period	30.1 The Framework Agreement(s) shall not be concluded earlier than the expiry of the Standstill Period. The Standstill Period shall be seven (7) Days. The Standstill Period commences the day after the date the Procuring Agency has transmitted to each Bidder the Notification of Intention to Conclude a Framework Agreement. Where only one Bid is submitted, or if this Primary Procurement process is in response to an emergency, the Standstill Period shall not apply.
31 Notification of Intention to Conclude a Framework Agreement	31.1 The Procuring Agency shall send to each successful bidder, the Notification of Intention to Conclude a Framework Agreement. The Notification(s) of Intention to Conclude shall contain, at a minimum, the following information: <ul style="list-style-type: none"> (a) the name and address of the Bidder(s) submitting the successful Bid(s); (b) the names of all Bidders who submitted Bids, and their Bid prices, or pricing mechanism(s), as readout, and as evaluated; (c) a statement of the reason(s) the Bid (of the unsuccessful Bidder to whom the Notification on Intention to Conclude a Framework Agreement(s) is addressed) was unsuccessful; (d) the expiry date of the Standstill Period; (e) instructions on how to request a debriefing and/or submit a complaint during the Standstill Period.
F. Conclusion of a Framework Agreement	
32 Notification to Conclude a Framework Agreement	32.1 This is an Open Framework Agreement.

	<p>32.2 Prior to the expiration of the Bid Validity Period and upon expiry of the Standstill Period, specified in ITB 30.1 or any extension thereof, and upon satisfactorily addressing a complaint that has been submitted within the Standstill Period, the Procuring Agency shall transmit to the successful Bidder(s) a Notification to Conclude a Framework Agreement, attaching the Framework Agreement for signature by the Bidder.</p>
<p>33 No Obligation to Purchase</p>	<p>33.1 The conclusion of a Framework Agreement shall not impose any obligation on the Procuring Agency to procure any services under the Framework Agreement.</p>
<p>34 Non-exclusivity</p>	<p>34.1 This Primary Procurement process is non-exclusive, and the Procuring Agency reserves the right to procure the Services from other suppliers who are not FA Suppliers.</p>
<p>35 Signing the Framework Agreement</p>	<p>35.1 The Bidder shall sign, date and return the Framework Agreement within fifteen (15) days of receipt of the same.</p>
<p>36 Publication of the Conclusion of Framework Agreement Notice</p>	<p>36.1 Within ten (10) Days of transmission to the successful Bidder(s) of the Notification(s) to Conclude a Framework Agreement(s) as per ITB 32.1, the Procuring Agency shall publish the Conclusion of Framework Agreement Notice which shall contain, , the following information:</p> <ul style="list-style-type: none"> (a) name and address of the Procuring Agency, and if applicable, all participating Procuring Agencies; (b) name and reference number of the Framework Agreement being concluded, and the selection method used; (c) names of all Bidders that submitted Bids, and as evaluated; (d) names of all Bidders whose Bids were rejected either as nonresponsive or as not meeting qualification criteria, or were not evaluated, with the reasons therefor; and

		(e) the name(s) of the successful Bidder(s), the duration of Framework Agreement(s), and a summary of its scope.
37 Grievance Mechanism	Redressal	<p>37.1 Procuring agency shall constitute a Grievance Redressal Committee (GRC) comprising of odd number of person with proper power and authorization to address the complaint. The GRC shall not have any of the members of Procurement Evaluation Committee.</p> <p>37.2 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 Regulation 26, and the same shall be addressed by the GRC well before the proposal submission deadline.</p> <p>37.3 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 Regulation and the same shall be addressed by the GRC well before the proposal submission deadline.</p> <p>37.4 Any Bidder feeling aggrieved by the Evaluation results shall lodge a written complaint within 03 days of the announcement of evaluation results. In case, the complaint is filed after the issuance of the final evaluation report during the standstill period, the complainant cannot raise any objection on technical evaluation of the report.</p> <p>37.5 The GRC shall investigate and decide upon the complaint within fifteen days of receipt of the complaint. Mere fact of lodging of a complaint shall not warrant suspension of the procurement process.</p>
38 Addition of Parties to the Framework Agreement		<p>38.1 The suppliers or contractors may apply to become a party or parties to the framework agreement at any time during its operation by presenting indicative submissions to the Procuring Agency in compliance with the requirements of the invitation to become a party to the open framework agreement.</p> <p>38.2 The Procuring Agency shall examine all indicative submissions received during the period of operation of the framework agreement within a maximum of forty-five (45) working days in accordance with the procedures set out in the</p>

	<p>invitation to become a party to the open framework agreement.</p> <p>38.3 The framework agreement shall be concluded with all qualified suppliers or contractors that presented submissions unless their submissions have been rejected on the grounds specified in the invitation to become a party to the open framework agreement or the maximum limit of qualified suppliers or contractors has been reached.</p> <p>38.4 The Completion period of framework agreement shall be in accordance with original Framework agreement.</p> <p>38.5 Maximum numbers of Framework agreement against each lot as defined in ITB 21.</p>
G. Secondary Procurement Process for awarding a Call-off Contract	
39 Method and criteria for award of Call-off Contract	<p>39.1 The Secondary Procurement method for selecting an FA Supplier and awarding a Call-off Contract is detailed in the Framework Agreement (see Schedule 2: Secondary Procurement).</p> <p>39.2 To participate in a Secondary Procurement and be awarded a Call-off Contract, FA Suppliers must maintain their qualification and eligibility, and shall continue to meet the criteria stipulated in these Bidding Documents.</p> <p>39.3 At the Secondary Procurement stage and during the award of a Call-off Contract, the Procuring Agency may request evidence of the FA Supplier's continued qualification and eligibility.</p>
H. Blacklisting Mechanism	
40 Blacklisting Mechanism	<p>40.1 The Authority may, for a specified period or permanently, debar and blacklist a supplier or contractor from participating in any procurement process of the Authority, if the supplier or contractor:</p> <ul style="list-style-type: none"> a. acts in a manner detrimental to the public interest or good practices; b. consistently fails to perform its obligations under the Framework Agreement c. provides false, fabricated or materially incorrect information. <p>40.2 The Authority may, on its own motion, or information provided by any party carry out an</p>

	<p>enquiry to determine, whether there is sufficient cause for blacklisting a supplier or contractor.</p> <p>40.3 Where the Authority is <i>prima facie</i> satisfied that such a cause exists based on its enquiry, it shall serve a show-cause notice to the supplier or contractor containing the precise allegation, the maximum penalty that the Authority intends to impose and the time within which the supplier or contractor is required to submit its reply which shall not be less than seven (7) days from the date of issuing the show cause notice.</p> <p>40.4 Irrespective of whether the supplier or contractor submits its defence to the show-cause notice, the Authority shall conduct a hearing giving the supplier or contractor to explain its position. Notice of hearing shall be given in writing containing the date, time and venue of hearing which shall not be less than seven (7) days from the date of issuing the notice of hearing.</p> <p>40.5 The Authority shall decide the matter within fifteen (15) days of hearing giving reasons for its decision. The Authority may either drop the charges against the supplier or contractor or impose any of the following punishments:</p> <ol style="list-style-type: none"> a. blacklisting; b. temporary debarment from participation in procurement proceedings; <p>40.6 The blacklisting and debarment will apply to the procurement carried out by the Authority.</p> <p>40.7 Nothing contained in this paragraph shall restrict the right of the Authority to communicate its decision to any other procuring entity, regulator or authority established by or under the law for publication of the blacklisting or debarment order on its website and for passing of appropriate orders to blacklist or debar the supplier or contractor from participating.</p>
<p>41 Party to Open Framework Agreement</p>	<p>41.1 The Procuring Agency may publish, after specified period mentioned in the BDS, invitation to become a party to the open framework agreement and shall in addition ensure unrestricted, direct and full access to the terms and conditions of the framework agreement and to any other necessary information relevant to its operation.</p>

Section II - Bid Data Sheet (BDS)

The following specific data for the Services to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions in the **BDS** shall prevail over those in ITB.

ITB 1.1	<p>Procurement Title: Hiring of Offset / Digital Printing Firms under Open Framework Agreement.</p> <p>Term of Framework Agreement The Framework Agreement shall be for a Term of Three (03) years from the commencement date stated in the Framework Agreement.</p>
ITB 1.1	<p>Final Destination/s (Project Sites) will be specified in each Call-off Contract awarded under the Framework Agreement. If the final destination is different from the named place of destination for delivery, the Procuring Agency will pay the Supplier the reasonable costs for inland transportation.</p>
ITB 1.2 (j) & 21	<p>Multi-Supplier Framework Agreement This Primary Procurement intends to conclude a Multi-Supplier Framework Agreement. <u>Framework Agreement panel – minimum number (3)</u> The Procuring Agency intends to conclude a Framework Agreements with a minimum number of Bidders for each Lot. The minimum number for each lot is three (03). <u>Framework Agreement panel – maximum number (15)</u> The Procuring Agency, will conclude Framework Agreements for each Lot up to a maximum number of (15) qualified bidders with substantially responsive bids. The top ten firms scoring the most marks shall be made part of the Framework Agreement Panel.</p>
ITB 5.1	<p>For clarification of Bid purposes only, the Procuring Agency's address is:</p> <p>Director Procurement PUNJAB CENTRAL BUSINESS DISTRICT DEVELOPMENT AUTHORITY CBD Complex (Ex Walton Airport) Lt (Navy), Yasir Shaheed Road, Lahore Telephone: 042-99058800 Email: procurement@cbdpujlab.gov.pk</p> <p>Requests for clarification should be received by the Procuring Agency no later than: three (03) Days before the deadline for submission of Bids.</p>
ITB 5.2	Pre-Bid meeting will not be held.
ITB 11.1	The Currency in Secondary Procurement is Pakistani Rupees.
ITB 14.1	The Bid validity period in Secondary Procurement shall be Ninety (90) days.
ITB 16.1	In addition to the original of the Bid, the number of copies to be delivered to the Procuring Agency is Nil copies.
ITB 16.3	The written confirmation of authorization to sign on behalf of the Bidder shall be as per Bid Form 4.
ITB 18.1	For Bid submission purpose only, the Procuring Agency's address is: <i>[This address may be the same as or different from that specified under ITB 5.1 for</i>

clarifications]

Director Procurement

PUNJAB CENTRAL BUSINESS DISTRICT DEVELOPMENT AUTHORITY

CBD Complex (Ex Walton Airport) Lt (Navy), Yasir Shaheed Road, Lahore

Telephone: 042-99058800

Email: procurement@cbdpunjab.gov.pk

FOR REFERENCE ONLY

Section III - Evaluation and Qualification Criteria

MANDATORY CRITERIA

- Registration with FBR with ATL
- Registration with PRA with ATL.
- Audited Financial Statements of Last Financial Year i.e. FY 2023. Income Tax Returns in case of Sole Proprietor or AOP.
- The Printing Facility must be in Lahore.
- Minimum five (05) years of existence of the firm. (To be calculated from date of registration of firm from a relevant body)
- Undertaking on a stamp paper of Rs. 300 (that firm is not blacklisted, correctness of information and pending litigation).

Note: Firm / Company not fulfilling the mandatory criteria will be characterized as **NOT-ELIGIBLE** and will not participate in the further evaluation process.

TECHNICAL EVALUATION CRITERIA

- **General Experience (20 Marks)**

S. No.	No of years' existence (Incorporation of firms from relevant authority in number of years) (Attach Evidence)	Total Marks 20
1	5 years to 6 years	05
2	6 years to 7 years	10
3	7 years to 8 years	15
4	8 years or more	20

- **Specific Experience (20 Marks)**

Sr. No.	Experience of Similar Assignments (The applicant must attach Purchase Orders, Contracts or Performance Certificates for verifications)	Total Marks 20
1	Maximum ten (10) Government / Semi Government / Corporate / Private Sector Clients (02 marks for each assignment)	20

- **Inhouse Machinery & Equipment (20 Marks)**

Sr. No.	Inhouse Machinery & Equipment (Provide Machinery Pictorial Evidence with proof of ownership)	Total Marks 40
	Machinery	Marks
1	Digital Printing Machine	10

2	Offset Printing Machine	10
3	UV Printing Machine	10
4	Lamination Machine	05
5	Inhouse binding and print assembly setup (daftari khana)	05

• **Average Annual Turnover in PKR of Organization of last Financial Year (20 Marks)**

Sr. No.	Last FY 2023 Audited Financial Statement or Income Tax Return (Attach Audited Financial Statement or Income Tax Return for FY 2023.)	Total Marks 20
1	Full Marks for Annual Turnover of FY 2023 of PKR 50 million. Proportionate Marks for Annual Turnover less than PKR 50 million.	20

Total Marks: 100 %
Passing Marks: 65 %

FOR REFERENCE

Section IV – Schedule of Requirements

- **Offset/Digital Printing Companies:**

Brochure printing, leaflet printing, coffee table books printing, posters, newsletters etc.

FOR REFERENCE ONLY

Section V – Bid Forms

1. Letter of Bid

Director Procurement
Punjab Central Business District Development Authority
CBD Complex (Ex Walton Airport) Lt (Navy),
Yasir Shaheed Road,
Lahore

Subject: **Framework Agreement – []**
Date of this Bid submission: *[insert date (as day, month and year) of Bid submission]*
Request for Bid No.: *[insert identification]*

1. We have examined and have **no reservations** to the Bidding Documents, including addenda issued in accordance with Instructions to Bidders (**ITB 6**). We meet the eligibility requirements and have no conflict of interest in accordance with **ITB 3**. If we conclude a Framework Agreement, the Goods and Related Services that we may supply under a Call-off Contract awarded under the Framework Agreement, shall be sourced from an eligible country.
2. We have neither been suspended nor declared ineligible by the Procuring Agency(s) based on execution of a Bid-Securing Declaration or Proposal-Securing Declaration in Pakistan.
3. We offer to supply, in conformity with the Bidding Documents and in accordance with Section IV- Schedule of Requirements, Offset / Digital Printing Services under Open Framework Agreement.
4. Our Bid shall be valid for the period specified in **BDS 14.1** (as amended, if applicable) from the date fixed for the Bid submission deadline specified in **BDS 21.1** (as amended, if applicable), and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
5. If our Bid is accepted and we conclude a Framework Agreement, we understand that we may be required, as a condition of a subsequent Call-off Contract, to obtain a performance security (or guarantee);
6. We are not submitting any other Bid(s) as an individual Bidder, and we are not participating in any other Bid(s) as a Joint Venture member, or as a subcontractor.
7. We understand that there is no obligation on the Procuring Agency/Procuring Agency(s) to procure any Services from any FA Supplier during the Term of the Framework Agreement.

8. We confirm that no undertaking or any form of statement, promise, representation or obligation has been made by the Procuring Agency/Procuring Agency in respect of the total quantities or value of the Goods that may be ordered by it, or any participating Procuring Agency(s), in accordance with this Framework Agreement. We acknowledge and agree that we have not submitted this Bid on the basis of any such undertaking, statement, promise or representation.
9. In relation to this Primary Procurement, we understand that procuring agency may cancel the procurement process and reject all bid without assigning any reason.
10. We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption.

Name of the Bidder: *[insert complete name of the Bidder]

Name of the person duly authorized to sign the Bid on behalf of the Bidder: **[insert complete name of person duly authorized to sign the Bid]

Title of the person signing the Bid: [insert complete title of the person signing the Bid]

Signature of the person named above: [insert signature of person whose name and capacity are shown above]

Date signed [insert date of signing] **day of** [insert month], [insert year]

2. Bidder Information Form

Primary Procurement - Framework Agreement Goods

Date: *[insert date (as day, month and year) of Bid submission]*

IFP No.: *[insert number of IFP process]*

Page _____ of _____ pages

1. Bidder's Name <i>[insert Bidder's legal name]</i>
2. In case of JV, legal name of each member: <i>[insert legal name of each member in JV]</i>
3. Bidder's actual or intended country of registration: <i>[insert actual or intended country of registration]</i>
4. Bidder's year of registration: <i>[insert Bidder's year of registration]</i>
5. Bidder's Address in country of registration: <i>[insert Bidder's legal address in country of registration]</i>
6. Bidder's Authorized Representative Information Name: <i>[insert Authorized Representative's name]</i> Address: <i>[insert Authorized Representative's Address]</i> Telephone/Fax numbers: <i>[insert Authorized Representative's telephone/fax numbers]</i> Email Address: <i>[insert Authorized Representative's email address]</i>
7. Attached are copies of original documents of <i>[check the box(es) of the attached original documents]</i> <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITB 3.4 . <input type="checkbox"/> In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB 3.1 . <input type="checkbox"/> Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

3. Bidder's JV Members Information Form

Primary Procurement - Framework Agreement Goods

[The Bidder shall fill in this Form in accordance with the instructions indicated below. The following table shall be filled in for the Bidder and for each member of a Joint Venture]].

Date: *[insert date (as day, month and year) of Bid submission]*
 IFP No.: *[insert number of IFP process]*
 Page _____ of _____ pages

1. Bidder's Name: <i>[insert Bidder's legal name]</i>
2. Bidder's JV Member's name: <i>[insert JV's Member legal name]</i>
3. Bidder's JV Member's country of registration: <i>[insert JV's Member country of registration]</i>
4. Bidder's JV Member's year of registration: <i>[insert JV's Member year of registration]</i>
5. Bidder's JV Member's legal address in country of registration: <i>[insert JV's Member legal address in country of registration]</i>
6. Bidder's JV Member's authorized representative information Name: <i>[insert name of JV's Member authorized representative]</i> Address: <i>[insert address of JV's Member authorized representative]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers of JV's Member authorized representative]</i> Email Address: <i>[insert email address of JV's Member authorized representative]</i>
7. Attached are copies of original documents of <i>[check the box(es) of the attached original documents]</i> <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 3.4 .
8. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

4. Power of Attorney

(On Stamp Paper of PKR 300)

Know all men by these presents, we (name of the company and address of the registered office) do hereby appoint and authorize Mr. (full name and residential address) who is presently employed with us and holding the position of as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our proposal for (name of the project) in response to the tenders invited by the (name of the Purchaser) including signing and submission of all documents and providing information/responses to (name of the Purchaser) in all matters in connection with our Bid.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

Dated this ____ day of _____ 20__

For _____

(Signature)
(Name, Designation and Address)
Accepted

(Signature)
(Name, Title and Address of the Attorney)
Date:

FOR REFERENCE ONLY

5. Bid Securing Declaration

[The Bidder shall fill in this Form in accordance with the instructions indicated.]

Date: *[insert date (as day, month and year)]*

Bid No.: *[insert number of Bidding process]*

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

To: *[insert complete name of Procuring Agency]*

We, the undersigned, declare that:

We understand that, according to your conditions, Bids must be supported by a Bid Securing Declaration.

We accept that we will be blacklisted and henceforth cross debarred for participating in respective category of public procurement proceedings for a period of (not more than) six months, if fail to abide with a bid securing declaration, however without indulging in corrupt and fraudulent practices, if we are in breach of our obligation(s) under the Bid conditions, because we:

- (a) have withdrawn or modified our Bid during the period of Bid Validity specified in the Form of Bid;
- (b) Disagreement to arithmetical correction made to the Bid price; or
- (c) having been notified of the acceptance of our Bid by the Procuring Agency during the period of Bid Validity, (i) failure to sign the contract if required by Procuring Agency to do so or (ii) fail or refuse to furnish the Performance Security or to comply with any other condition precedent to signing the contract specified in the Bidding Documents.

We understand this Bid Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) twenty-eight (28) days after the expiration of our Bid.

Signed: *[insert signature of person whose name and capacity are shown]* In the capacity of *[insert legal capacity of person signing the Bid Securing Declaration]*

Name: *[insert complete name of person signing the Bid Securing Declaration]*

Duly authorized to sign the Bid for and on behalf of: *[insert complete name of Bidder]*

a) _____ Dated on _____ day
of _____, _____ *[insert date of signing]*

b)
Corporate Seal (where appropriate)

6. Undertaking

(This should be written in the Rs.300 Stamp Paper)

We, the undersigned, hereby offer to provide (*Insert Procurement Name*) required by Punjab Central Business District Development Authority (PCBDDA) in accordance with its Bidding Document due for opening on July 24, 2024.

We are hereby submitting our Bid and we hereby declare that:

- a) All the information and statements made in this Bid/Proposal are true and we accept that any misrepresentation contained in it may lead to our disqualification;
- b) We are currently not on the removed/blacklisted or suspended by any procuring agency of Pakistan or by any regulatory body in Pakistan and has no dispute with any Government Organization.
- c) We, do not have any pending litigation/arbitration/bankruptcy proceeding (other than the litigation declared alongside this form) with any government department/public sector undertaking/ private sector entity/or any other agency for which we have executed/ undertaken the works/services during the last 3 years.

We agree to abide by the terms and conditions of the Pre-Qualification Document and in addition to the conditions we also agree to abide by all the special instructions mentioned in Pre-Qualification Document. We also hereby categorically confirm that we are fully capable to provide services of external auditors as laid down in the terms of reference

We fully understand and recognize that PCBDDA is not bound to accept this Bid/Proposal that we shall bear all costs associated with its preparation and submission, and that PCBDDA will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the evaluation.

We remain,
Yours sincerely,
Authorized Signature and Stamp [*In full and initials*]: _____
Name, ID Card No. and Title of Signatory: _____
Name of Firm: _____
Contact Details: _____

I. **WITNESS**

Signature: _____
Designation & ID Card No. _____

PART 2 – Framework Agreement

FOR REFERENCE ONLY

Framework Agreement

This Framework Agreement is made for the provision of event management services *on the [insert: number] day of [insert: month], [insert: year]*

between

Punjab Central Business District Development Authority hereinafter referred to as the "Procuring Agency") of the First Part and *[insert name of the Supplier]*, a firm having its registered office [] (hereinafter called the "Supplier") of the Second Part (hereinafter referred to individually as "Party" and collectively as the "Parties").

This Framework Agreement is subject to the provisions described in the Sections and Schedules listed below, including any amendments made therein from time to time.

This Framework Agreement concludes a standing offer by the Supplier to supply the specified Goods to the Procuring Agency during the Term of the Framework Agreement, as and when the Procuring Agency wishes to purchase them, through a Call-off Contract.

The following documents shall be deemed to form and be read and construed as part of this Framework Agreement and, where indicated, to any Call-off Contract awarded under this Framework Agreement.

- Section A: Framework Agreement General Provisions
- Section B: Framework Agreement Specific Provisions
- Schedule 1: Schedule of Requirements
- Schedule 2: Price Schedules
- Schedule 3: Secondary Procurement
- Schedule 4: Call-off Contract

IN WITNESS whereof, the Parties to this Framework Agreement have caused this Framework Agreement to be executed in accordance with the laws of Pakistan on the day, month and year indicated above.

"For and on behalf of the Procuring Agency:"

For Punjab Central Business
District Development Authority:

For M/s *[name of the Supplier]*

Signature
Name:
Designation:

Signature
Name:
Designation:

WITNESSES

Signature: _____
CNIC #: _____
Name: _____

Signature: _____
CNIC #: _____
Name: _____

**Section A: Framework Agreement General
Provisions (FAGP)**

FOR REFERENCE ONLY

Section A

Framework Agreement General Provisions (FAGP)

1. Definitions

1.1 The following words and expressions shall have the meanings hereby assigned to them

- a) “Business Day” is any day that is an official working day of the Procuring Agency. It excludes the Procuring Agency’s official public holidays.
- b) “Call-off Contract” is a contract awarded under a Framework Agreement, through a Secondary Procurement process, for the supply of Goods, and any Related Services.
- c) “Commencement Date” _____ is the date this Framework Agreement is signed by both parties, being the commencement of the Term.
- d) “Contract Documents” means the documents listed in the Call-off Contract, including any amendments thereto.
- e) “Contract Price” is the price payable to the Supplier as specified in the Call-off Contract, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.
- f) “Day” means calendar day.
- g) “Goods” means all goods, materials, items, commodities, raw material, machinery, equipment, and/or other materials, as specified in the FA Specific Provisions, that the Supplier is required to supply to the Procuring Agency under a Call-off Contract. Where appropriate, for the purpose of interpretation, the definition for Goods includes Related Services.
- h) “In Writing” means communicated or recorded in written form. It includes, for example: mail, e-mail, fax.
- i) “Related Services” means the services incidental to the supply of the Goods, such as insurance, installation, training, initial maintenance and other such obligations of the Supplier, as defined in Scope of work.
- j) “Secondary Procurement” is the method used to select a Supplier and award a Call-off Contract under this Framework Agreement.
- k) “Single-User Framework Agreement” means a Framework Agreement where there is only one Procuring Agency, as specified in the FA Specific Provisions.
- l) “Supplier” means the person, private or government entity, or a combination of the above, who has concluded a Framework Agreement to supply to a Procuring Agency, from time to time, and as and when required, the Goods, and, if applicable, Related Services, under a Call-off Contract.

- m) "Term" means the duration of this Framework Agreement as described in the FA Specific Provisions starting from the Effective Date. Where applicable, it includes any extension(s) to the initial Term, if permitted in the FA Specific Provisions.

2. Framework Agreement Documents

- 2.1 This Framework Agreement (FA) shall be read as a whole. Where a documents is incorporated by reference into this Framework Agreement, it shall be deemed to form, and be read and construed, as part of this Framework Agreement.
- 2.2 This Framework Agreement comprises the documents specified in the **FA Specific Provisions**.

3. Award of Call-off contract

- 3.1 The Secondary Procurement method for selecting an FA Supplier and awarding a Call-off Contract is detailed in the Framework Agreement (see Schedule 2: Secondary Procurement). To participate in a Secondary Procurement and be awarded a Call-off Contract, FA Suppliers must maintain their qualification and eligibility, and shall continue to meet the criteria stipulated in these Bidding Documents. At the Secondary Procurement stage and during the award of a Call-off Contract, the Procuring Agency may request evidence of the FA Supplier's continued qualification and eligibility.

4. Evaluation Criteria for Secondary Procurement for awarding a Call-off contract

- 4.1 Proposals will be evaluated on the basis of the financial quotations. The firm quoting the lowest rates shall be awarded the Call off Contract. Any other evaluation criterion shall be made of the Request for Quotation.

5. Revisions of Terms and Conditions of Procurement through second-stage competition

- 5.1 The terms and conditions of procurement under this Framework Agreement may be revised through the Secondary Procurement process.
- 5.2 Any revisions shall remain within the maximum limits or deviations specified in the Framework Agreement Specific Provisions (FASP) and shall not fundamentally alter the nature or overall scope of the Framework Agreement or the Call-off Contract.

6. Supplier's obligations

- 6.1 The Supplier shall offer to provide (standing offer) to the Procuring Agency, the Services, described in the Framework Agreement Schedule 1: Schedule of Requirements, for the Term of this Framework Agreement, in accordance with the terms and conditions stipulated in this Framework Agreement.
- 6.2 During the Term of the Framework Agreement, the Supplier shall continue to be eligible and qualified, and the Services shall continue to be eligible, as per the

qualification and eligibility criteria stipulated in the Primary Procurement process and the provisions of sub-paragraphs 3a. to 3c. below The Supplier shall notify the Procuring Agency immediately, in writing, if it ceases to be qualified and/or ceases to be eligible.

- 6.3 The Supplier undertakes to provide the services under a Call-off Contract. The Services supplied shall be:
- a) as specified in the Framework Agreement, Schedule 1: Schedule of Requirements,
 - b) at the Contract Price specified in the Call-off Contract and
 - c) in such quantities, at such times and to such locations as specified in the Call-off Contract.
- 6.4 The Supplier agrees that the Call-off Contract, General Conditions of Contract set out in the Framework Agreement, and Call-off Contract Special Conditions of Contract set out in a Call-off Contract, shall apply to the provision of services.

7. Continued Qualification and Eligibility

- 7.1 The Supplier, shall continue to have the nationality of an eligible country as specified in the **FA Specific Provisions**. A Supplier or subcontractor, shall be deemed to have the nationality of a country if the Bidder is constituted, incorporated or registered in, and operates in conformity with, the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be.
- 7.2 All Goods and Related Services to be supplied under a Call-off Contract shall continue to have their origin in eligible Countries as specified in the **FA Specific Provisions**. For the purpose of this provision, origin means the country where the Goods have been grown, mined, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components. Ineligible Countries, if any, are listed in the **FA Specific Provisions**.
- 7.3 To continue to be eligible the Supplier shall not have been sanctioned by pursuant to the Anti-Corruption Law, and in accordance with its prevailing sanctions policies and procedures as set forth by the Public Procurement Regulatory Framework as described in Section B, Framework Agreement General Provisions. Where the Supplier has been so sanctioned it will be ineligible for the duration of the period of time as determined by the Procuring Agency or Public Procurement Regulatory Authority.

7.4 The Procuring Agency may require, during the Term of the Framework Agreement, evidence of the Supplier's continued qualification and eligibility, and the Goods continued eligibility. Failure to provide such evidence, as requested, may result in the Supplier being disqualified from participating in a Secondary Procurement process, and/or being awarded a Call-off Contract, and/or the termination of the Framework Agreement.

8. Term

8.1 This Framework Agreement shall commence on the Commencement Date and, unless terminated earlier in accordance with the provisions of this Framework Agreement, or the general law, shall continue until the end of the Term specified in the **FA Specific Provisions**.

8.2 Where permitted in the **FA Specific Provisions**, the Term may be extended (subject to the condition that the total duration of the framework agreement shall not exceed three year), at the Procuring Agency's sole discretion, and where there has been satisfactory performance by the Supplier. To extend the Term, the Procuring Agency shall give the Supplier no less than three (3) months' notice, In Writing, prior to the date on which the Framework Agreement would otherwise have expired.

9. Representative

9.1 The representatives for each party, who shall be the primary point of contact for the other party in relation to matters arising from this Framework Agreement, are specified in the **FA Specific Provisions**. Should the representative be replaced, the party replacing the representative shall promptly inform the other party In Writing of the name and contact details of the new representative. Any representative appointed shall be authorized to make decisions on the day to day operation of the Framework Agreement.

10. Role of Procuring Agency

10.1 The role of PA is to manage and administer the Framework Agreement(s). The Procuring Agency is responsible for all matters pertaining to the Framework Agreement including, for example, amendments, suspension and termination of the Framework Agreement. For matters relating to individual Call-off Contracts, all communications, including notices, must be made to the Procuring Agency named in the Call-off Contract.

11. Contract Price

11.1 The Contract Price for each Call-off Contract shall be determined as specified in the **FA Specific Provisions**.

12. Performance Security (or Guarantee)

12.1 The Procuring Agency may require a Performance Security (or guarantee) from the Supplier in relation to the performance of a specific Call-off Contract. In this event, the Supplier shall comply with the relevant provisions relating to Performance Security (or guarantee) contained in the Call-off Contract Special Conditions of Contract.

13. Language

13.1 This Framework Agreement, and any Call-off Contract, as well as all correspondence and documents relating to this Framework Agreement, and any Call-off Contract, exchanged by the Procuring Agency and Supplier, shall be written in the English language. Supporting documents and printed literature that are part of this Framework Agreement, and any Call-off Contract, may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified, in which case, for purposes of this Framework Agreement, and any Call-off Contract, this translation shall govern.

13.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.

14. Notices

14.1 Any notice given by one party to the other pursuant to this Framework Agreement shall be in Writing to the address specified in the **FA Specific Provisions**. A notice shall be effective when delivered, or on the notice's effective date, whichever is later.

15. Fraud and Corruption

15.1 The Procuring Agency requires the Supplier to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the Primary or Secondary Procurement process or execution of a Call-off Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.

16. Records, inspections and audit

16.1 The Supplier shall keep, and shall make all reasonable efforts to cause its subcontractor(s), if any, to keep, accurate and systematic accounts and records in respect of this Framework Agreement, the Goods, and any Call-off Contract, in such form and details as will clearly identify relevant time changes and costs.

17. Confidential Information

17.1 The Procuring Agency and the Supplier shall keep confidential and shall not, without the consent In Writing from the other, divulge to any third party any documents, data, or other information furnished directly or indirectly by either party in connection with the Framework Agreement.

17.2 The obligation of a party under **FAGP 14. 1.** above, shall not apply to information that:

- (a) now, or in future, enters the public domain through no fault of that party
- (b) can be proven to have been possessed by that party at the time of disclosure
- (c) and which was not previously obtained, directly or indirectly, from the other party
- (d) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

18. Governing Law

18.1 This Framework Agreement, and any Call-off Contract, shall be governed by, and interpreted in accordance with the applicable Laws, unless otherwise specified in the **FA Specific Provisions**, or the Special Conditions of Contract as set out in any Call-off Contract.

19. Change to the Framework Agreement

19.1 Any change to this Framework Agreement, including an extension of the Term (subject to the condition that the total duration of the framework agreement shall not exceed three year), must be In Writing and signed by both Parties. A change can be made at any time after this Framework Agreement has been signed by both Parties, and before it expires.

20. Termination of the Framework Agreement

20.1 The Procuring Agency, without prejudice to any other remedy for breach of the Framework Agreement, may terminate this Framework Agreement immediately, by notice in writing to the Supplier, if:

- (a) in the judgement of the Procuring Agency, the Supplier has engaged in Fraud and Corruption, or
- (b) during the Term of the Framework Agreement, the Supplier ceases to be qualified or eligible as per FAGP 4. or
- (c) the Supplier purports to assign, or otherwise transfer or dispose of this Framework Agreement, in whole, or in part, without the prior written consent of the Procuring Agency, or
- (d) the Service Provider commits a default under the Call Off Contract, or
- (e) the Supplier becomes bankrupt or otherwise insolvent.

20.2 The Procuring Agency may terminate this Framework Agreement, in whole or in part, by notice In Writing sent to the Supplier, at any time, for its convenience. The notice of termination shall specify that the termination is for the Procuring Agency's convenience, the extent to which the performance of the supplier under the Framework Agreement is terminated, and the date upon which such termination becomes effective.

21. Consequence of expiry or termination

21.1 Upon expiry, or earlier termination of this Framework Agreement, all Call-off Contracts entered into under this Framework Agreement shall continue in full force and effect unless otherwise terminated under the Call-off Contract General or Specific Conditions of Contract. However, no further Call off Contracts shall be awarded once the Framework Agreement is terminated.

22. Dispute resolution in relation to this Framework Agreement

22.1 In the case of a dispute arising out of, or in connection with this Framework Agreement, the Parties shall, in good faith, make every reasonable effort to communicate and cooperate with each other with a view to amicably resolving the dispute.

22.2 Where parties have exhausted the process described in **FAGP 19.1**, the parties may, by mutual agreement, nominate and refer the dispute to an adjudicator/mediator to assist in the resolution of the dispute. Parties will meet their own costs associated with such a referral, and split the costs of the

adjudicator/mediator. In appointing the adjudicator/mediator parties should agree whether or not the adjudicator's/mediator's decision is to be final and binding.

23. Dispute resolution in relation to Call-off Contracts

23.1 The Procuring Agency and the Supplier for a Call-off Contract 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.

23.2 If, after twenty-eight (28) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Procuring Agency or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this provision shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract. Arbitration proceedings shall be conducted in accordance with the rules of procedure specified in the **FA Specific Provisions**.

23.3 Notwithstanding any reference to arbitration herein,

- (a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
- (b) the Procuring Agency shall pay the Supplier any monies due the Supplier.

24. Force Majeure

24.1 The Supplier shall not be liable for 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.

24.2 For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Procuring Agency in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

24.3 If a Force Majeure situation arises, the Supplier 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 Supplier 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.

25. Assignment

25.1 Neither the Procuring Agency nor the Supplier shall assign, in whole or in part, their obligations under this Framework Agreement and Call-Off Contract, except with prior written consent of the other party

26. Change in Laws and Regulations

26.1 If after the date of 7 (seven) days prior to the date of Request for Quotation, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in the place of the Procuring Agency's Country where the Project Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Period and/or the Contract Price, then such Delivery Period and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions and/or Change in Laws and Regulations, where applicable, in accordance with the Framework Agreement.

27. Delays in the Service Providers Performance

27.1 Performance of Services shall be made by the Service Provider in accordance with the Terms & Conditions set forth in the Call Off Contracts.

27.2. If at any time during performance of the Contract, the Service Provider should encounter conditions impeding timely 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.

27.3. Except as provided under FAGP Clause 24, 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.

28. Liquidated Damages

28.1 Subject to FAGP Clause 24, if the Service Provider fails to provide the Services as per requirement/ within the period(s) specified in the Call Off 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 Call Off Contract of the delivered price of the delayed 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 Call Off Contract. Once the maximum is reached, the Procuring Agency may consider termination of the Call Off Contract pursuant to FAGP Clause 20 along with other remedies available under PCBDDA Procurement Regulations, 2024.

29. Taxes & Duties

29.1 Service Provider shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Services to the Procuring Agency.

FOR REFERENCE ONLY

Section B: Framework Agreement Specific Provisions

The following Framework Agreement Specific Provisions (FASP) shall supplement and/or amend the Framework Agreement General Provisions (FAGP). Whenever there is a conflict between the FAGP and FASP, the provisions of the FASP shall prevail.

[This section is to be completed by the Procuring agency as per the instructions provided in italicized text. The italicized text should be deleted from the final documents.]

Framework Agreement Specific Provisions	Description
FAGP 1.1 (g) Goods	This Framework Agreement relates to the purchase and supply, under a separate Call-off Contract, of <i>[insert short title that describes the type of Goods, and any Related Services]</i> . The Goods, and Related Services, are more fully described in Schedule 1: Schedule of Requirements including, where applicable: list of Goods, list of Related Services, Technical Specifications, Drawings and Inspections and Tests.
FAGP 1.1 , (k)	Multi-User Framework Agreement.
FAGP 2.2 Framework Agreement Documents	This Framework Agreement comprises the following documents: <ul style="list-style-type: none"> a. Framework Agreement, including all Sections and Schedules, and b. Letter of Bid (from Primary Procurement process)
FAGP 3.4 Supplier's Obligations	<i>[For rapidly changing technologies such as information systems (computers, software, communication technology etc.) specify that this requirement applies.]</i>
FAGP 4. Eligibility	At the present time, firms, goods and services from the following countries are excluded from this Framework Agreement as being ineligible. <i>[[insert a list of the countries to apply the restriction or state "none"].]</i>
FAGP 5.1	The Term of this Framework Agreement is three years.

Term	
FAGP 5.2 Term extension(s)	[As applicable, indicate “(the total duration of the framework agreement shall not exceed three year)
FAGP 6.1 Representatives	<p><u>Procuring Agency’s Representatives</u></p> <p>The name and contact details of the Procuring Agency’s Representative under this Framework Agreement, and the address for notices in relation to this Framework Agreement, are:</p> <p>Name:</p> <p>Title/position:</p> <p>Address:</p> <p>Phone:</p> <p>Mobile:</p> <p>E-mail:</p>
FAGP 6.1 Representatives	<p><u>Supplier’s Representatives</u></p> <p>The name and contact details of the Supplier’s Representative, for the purposes of this Framework Agreement, and the address for notices in relation to this Framework Agreement are:</p> <p>Name:</p> <p>Title/position:</p> <p>Address:</p> <p>Phone:</p> <p>Mobile:</p> <p>E-mail:</p>
FAGP 8.1 Contract Price	The Contract Price that will apply to the hiring of services under a Call-off Contract shall be the successful competitive quotation.
FAGP 9.1	The firm quoting the lowest rate in the Secondary Procurement

Evaluation Criteria for second-stage competition	against a specific RFQ shall be awarded the Call Off Contract.
FAGP 14 Notices	Procurement Agency: Procurement Directorate Punjab Central Business District Development Authority, CBD Complex, Ex Walton Airport, Lt. Navy Yasir Shaheed Road, Lahore Supplies [address]
FAGP 23.2 Dispute Resolution in relation to Call-off Contract.	Arbitration shall be conducted in accordance with the Arbitration Act, 1940 or any statutory re-enactment or repeal thereof. The seat and venue of the arbitration shall be Lahore.

FOR REFERENCE ONLY

SCHEDULE 1: Schedule of Requirements

Contents

FOR REFERENCE ONLY

SCHEDULE 2: Secondary Procurement

This Section contains the methods and the criteria that the Procuring Agency shall use to conduct a Secondary Procurement process to select a Supplier and award a Call-off Contract under this Framework Agreement. No other factors, methods or criteria shall be used other than specified in these bidding documents for the Secondary Procurement process.

FOR REFERENCE ONLY

1. Secondary Procurement method

The Secondary Procurement method(s) that apply to the selection of a Supplier for the award of a Call-off Contract under this Framework Agreement is competitive quotations through second-stage competition.

The procedure for the application of the procurement methods outlined under paragraph 1 above are the following.

1.1 Competitive quotations (second-stage competition)

The Procuring Agency will prepare a Request for Quotation (RFQ) and invite all eligible Suppliers holding a Framework Agreement that includes the services to be procured under the Call-off Contract to submit competitive quotations against the services.

The RFQ will include:

- (a) the Services to be provided
- (b) services delivery location(s)
- (c) services delivery date(s) or schedule
- (d) quantity or BOQ (if applicable)
- (e) the criteria to be applied to the evaluation of quotations
- (f) the award criteria, e.g.:
 - The Procuring Agency shall award the Call-off Contract to the Supplier whose Bid(s) has been determined to be:
 - the lowest evaluated cost.
- (g) deadline for submission of quotations
- (h) reference the Call-off Contract Terms and Conditions of supply, which are to apply to the purchase
- (i) *any other relevant information.*

2. Formation of Call-off Contract

The Procuring Agency shall confirm that the selected Supplier continues to be qualified and eligible in accordance with Framework Agreement prior to the formation of the Call-off Contract. The Call-off Contract is formed when the Procuring Agency transmits the signed Call-off Contract to the successful Supplier, a Call-off Contract for the Services and the supplier accepts the order.

3. Complaint about award of Call-off Contract

An unsuccessful Supplier may complain about the decision to award a Call-off Contract. In this case the process for making a complaint is as follows:

- a. the complaint shall be made in writing to the Procuring Agency, by the quickest means available, e.g. email.
- b. the Procuring Agency will address the complaint within a reasonable time
- c. the receipt of a complaint does not prohibit the award of the Call-off Contract, and no standstill period or pause in process shall apply.

FOR REFERENCE ONLY

SCHEDULE 3: Call-off Contract

FOR REFERENCE ONLY

Call-off Contract

Call-off Contract for the provision of services



Punjab Central Business District Development Authority

Government of the Punjab

CBD Punjab Complex, Ex Walton Airport, Lt. Navy, Yasir Shaheed Road, Lahore



WORK ORDER

P.O. NUMBER: XXXX

Date: abc

SUPPLIER	BILL TO	DELIVER TO
M/s ABC	Client	Client

S. No	Description	Qty.	Unit Rate with Tax	Total Amount
1	XYZ	123	123	123

Terms and Conditions:

1) ABC

AUTHORIZED SIGNATORY

Grand Total (Rs)

123

Terms and Conditions of Call-off Contract

All the terms and conditions of Framework Agreement shall be applicable on this Call-off Contract.

(Project Site/Final Destination)	The Project Site(s)/Final Destination(s) is/are: <i>[Insert name(s) and detailed information on the location(s) of the site(s)]</i>
Addresses for notices	<p>For notices, the Procuring Agency's address shall be:</p> <p>Attention: <i>[insert full name of person, if applicable]</i></p> <p>Street Address: <i>[insert street address and number]</i></p> <p>Floor/ Room number: <i>[insert floor and room number, if applicable]</i></p> <p>City: <i>[insert name of city or town]</i></p> <p>ZIP Code: <i>[insert postal ZIP code, if applicable]</i></p> <p>Country: <i>[insert name of country]</i></p> <p>Telephone: <i>[include telephone number, including country and city codes]</i></p> <p>Facsimile number: <i>[insert facsimile number, including country and city codes]</i></p> <p>Electronic mail address: <i>[insert e-mail address, if applicable]</i></p> <p><u>Address for notices to the Supplier:</u> <i>insert the name of officer authorized to receive notices</i> <i>[title/position]</i> <i>[department/work unit]</i> <i>[address]</i> <i>[email address]</i></p>
Settlement of Disputes	The settlement of disputes for Call-off Contracts shall be in accordance with FAGP 20.2
Contract Price	<p>The prices charged for the Goods supplied and any related Services performed <i>[insert "shall" or "shall not," as appropriate]</i> be adjustable.</p> <p>If prices are adjustable, the following method shall be used to calculate the price adjustment <i>[see attachment to Schedule 2 of the Contract for a sample Price Adjustment Formula]</i></p>

Terms of payment

Sample provision [The following are the sample terms of payment which, depending on the nature, size and complexity of the purchase, may be appropriately revised by the Procuring Agency]

[Note 1: For Goods to be supplied from abroad: At the time of the Call-off Contract, the Procuring Agency shall select one of the following options taking into considerations factors including: (i) the Call-off contract amount; (ii) the Delivery Period; (iii) the feasibility of setting up a letter of credit in a timely manner; (iv) applicable disbursement arrangements in the Financing Agreement and additional information in the Disbursement Letter; and (v) the extent to which suppliers of the subject Goods from abroad can accept alternative payment methods other than through letter of credit.

The method and conditions of payment to be made to the Supplier under this Call-off Contract shall be as follows:

1. Payment for Goods supplied from abroad:

Payment of foreign currency portion shall be made in *[insert currency of the Contract Price]* in the following manner:

[OPTION 1]

- (i) **Advance Payment:** Ten (10) percent of the Contract Price shall be paid within thirty (30) days of signing of the Contract, and upon submission of claim and a bank guarantee in the amount and currencies equal to the advance payment amount valid until the Goods are delivered and in the form provided in the Bidding document or another form acceptable to the Procuring Agency.
- (ii) **On Shipment:** Eighty (80) percent of the Contract Price of the Goods shipped shall be paid through irrevocable confirmed letter of credit opened in favor of the Supplier in a bank in its country, upon submission of concerned documents.
- (iii) **On Acceptance:** Ten (10) percent of the Contract Price of Goods received shall be paid within thirty (30) days of receipt of the Goods upon submission of claim supported by the acceptance certificate issued by the Procuring Agency.

Payment of local currency portion shall be made in *[insert currency]* within thirty (30) days of presentation of claim supported by a certificate from the Procuring Agency declaring that the Goods have been delivered and that all other contracted Services have been performed.

	<p>OR</p> <p><u>[OPTION 2]</u></p> <p>(i) Advance Payment: Twenty (20) percent of the Contract Price shall be paid within thirty (30) days of signing of the Contract, and upon submission of claim and a bank guarantee in the amount and currencies equal to the advance payment amount valid until the Goods are delivered and in the form provided in the Bidding document or another form acceptable to the Procuring Agency.</p> <p>(ii) On Shipment: Sixty (60) percent of the Contract Price shall be paid within 30 days receipt by the Procuring Agency of concerned documents.</p> <p>(iii) On delivery of the Goods at the final place of destination: Twenty (20) percent of the Contract Price shall be paid within thirty (30) days of delivery of the Goods at the final place of destination, supported by an acceptance certificate issued by the Procuring Agency and receipt of the Supplier's invoice.</p> <p>2. Payment for Goods and Services supplied from within the Procuring Agency's Country:</p> <p>Payment for Goods and Services supplied from within the Procuring Agency's Country shall be made in <i>[insert currency]</i>, as follows:</p> <p>(i) Advance Payment: Ten (10) percent of the Contract Price shall be paid within thirty (30) days of signing of the Contract against a simple receipt and a bank guarantee for the equivalent amount and in the form provided in the Bidding document or another form acceptable to the Procuring Agency.</p> <p>(ii) On Delivery: Eighty (80) percent of the Contract Price shall be paid on receipt of the Goods and upon submission of the concerned documents.</p> <p>(iii) On Acceptance: The remaining ten (10) percent of the Contract Price shall be paid to the Supplier within thirty (30) days after the date of the acceptance certificate for the respective delivery issued by the Procuring Agency.</p>
<p>Interest due for late payment</p>	<p>The payment-delay period after which the Procuring Agency shall pay interest to the supplier shall be <i>[insert number]</i> days.</p> <p>The interest rate that shall be applied is <i>[insert number]</i> %</p>
<p>Performance</p>	<p>A Performance Security (or Guarantee) <i>[insert "shall" or "shall</i></p>

<p>Security (or Guarantee)</p>	<p>not”] be required.</p> <p><i>[If a Performance Security (or Guarantee) is required, insert “The amount of the Performance Security (or Guarantee) shall be:” [insert amount]</i></p> <p><i>[The amount of the Performance Security (or Guarantee) is usually expressed as a percentage of the Contract Price. The percentage varies according to the Procuring Agency’s perceived risk and impact of non-performance by the Supplier. A 10% percentage is used under normal circumstances]</i></p>
<p>Inspections and tests</p>	<p>The inspections and tests shall be: <i>[insert: “as per the Framework Agreement Schedule 1: Schedule of Requirements”, or if different or additional state the nature, frequency, procedures for carrying out the inspections and tests]</i></p>

Liquidated damages

The liquidated damage shall be *[insert % number]* per week.

The maximum amount of liquidated damages shall be *[insert % number]*.

1.1 Warranty

1.2 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.

1.3 The Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.

1.4 The warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Call Off Contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the country of origin, whichever period concludes earlier.

1.5 The Procuring Agency shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Procuring Agency shall afford all reasonable opportunity for the Supplier to inspect such defects.

1.6 Upon receipt of such notice, the Supplier shall, within the period specified in the SCC, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Procuring Agency.

1.7 If having been notified, the Supplier fails to remedy the defect within the period specified in the SCC, the Procuring Agency may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Procuring Agency may have against the Supplier under the Contract.

1.8 The period of validity of the Warranty shall be *[insert number]* days.

1.9 For purposes of the Warranty, the place(s) of final destination(s) shall be:

[insert name(s) of location(s)].

1. The warranty period shall be _____ hours of operation or _____ months from date of inspection of Goods, whichever occurs earlier. The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the Contract. If, for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall, at its discretion, either:

(a) make such changes, modifications, and/or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests.

(b) pay liquidated damages to the Procuring Agency with respect to the failure to meet the contractual guarantees. The rate of these liquidated damages shall be (_____)

PROCUREMENT DOCUMENT



**Hiring of Firms for Media /
Animation / TVC Production**

**Services under
Open Framework Agreement with
Second-Stage Competition**

**Punjab Central Business District
Development Authority**

July, 2024

Invitation to Bid

1. The Punjab Central Business District Development Authority hereby invites media / animation / TVC Production firms to become a party to this Open Framework Agreement as per the terms of regulation 55 of the PCBDDA Procurement Regulations, 2024. The objective of this Open Framework Agreement is to cater/hire on-demand provision of services as described in Schedule IV – Schedule of Requirements through subsequent Call-off Procedure through Second Stage Competition.
2. Bidding Document, in the English language, can be purchased by the interested Bidders on the submission of a written application to the addressee below and upon payment of a non-refundable fee of Pak Rs. 25,000/- which shall be submitted in the form of Pay Order / CDR in favor of **“Punjab Central Business District Development Authority.”**
3. Bids must be delivered to the addressee below on or before July 25, 2024, **at 1100 Hours**. Interested eligible Bidders may obtain further information from *Punjab Central Business District Development Authority* at the address given below from office hours of 0900 to 1700 hours.
4. Bidding Documents are immediately available from the date of publication. *Punjab Central Business District Development Authority* will not be responsible for any cost or expense incurred by Bidders in connection with the preparation or delivery of Bids. The Bidding document carrying all details can also be downloaded from PCBDDA's website www.cbdpunjab.gov.pk for information only.

Director Procurement
PUNJAB CENTRAL BUSINESS DISTRICT DEVELOPMENT AUTHORITY
CBD Punjab Complex (Ex Walton Airport) Lt (Navy), Yasir Shaheed Road,
Lahore, Email: procurement@cbdpunjab.gov.pk

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FOR REFERENCE ONLY

Part 1 - Bidding Documents

FOR REFERENCE ONLY

Section I -. Instructions to Bidders (ITB)

A. General	
1. Scope of Bid	1.1 The Punjab Central Business District Development Authority (PCBDDA) invites Bids against Tender ID no. PCBDDA/PRO/TENDER/2024-25/01 for the provision of services as specified in the Section-IV Schedule of requirements (Scope of work) for the period, timeline(s) and destination as stated in the Bid Data Sheet (BDS).
2 Definitions	2.1 Throughout this set of Bidding Documents: <ul style="list-style-type: none">a) "in writing" means communicated in written form (e.g. by mail, e-mail, fax, including any other electronic means if specified in the BDS) with proof of receipt;b) if the context so requires, "singular" means "plural" and vice versa;c) "Day" means calendar day, unless otherwise specified.d) "Business Day" means an official working day of the Procuring Agency. It excludes official public holidays;e) "Bid" means a Bid made in response to an invitation, an indicative submission in accordance with the respective regulation of the PCBDDA Procurement Regulations 2024 and where it is made in response to a RFQ under Secondary Procurement Process, a quotation including the bid price".f) "Bidder" refers to any person that submits a Bid in response to an Invitation to Bid issued by the Punjab Central Business District Development Authority (PCBDDA);).g) "Call-off Order" means a Purchase / Work Order awarded, under Open Framework Agreement, through a Secondary Procurement process, for the provision of services;h) "Open Framework Agreement" means an agreement in terms of regulation 55 of the PCBDDA Procurement Regulations 2024;

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| | <ul style="list-style-type: none">i) "Delivery Period" is the specified period from the date of formation of a Call-off order for provision of the Good or Related Service, as per the applicable terms and conditions.j) "Framework Agreement (FA)" means a contractual arrangement which allows a procuring agency to procure goods, services or works that are needed continuously or repeatedly at agreed terms and conditions over an agreed period of time, through placement of a number of orders;k) "Goods" means all goods, materials or items that the FA Supplier is required to supply to the Procuring Agency under a Call-off Contract placed under a Framework Agreement. Details of such Goods and related services are set out as a part of the Framework Agreement and particularly described in a Call-off Contract. Where appropriate, for the purpose of interpretation, the definition for Goods;l) "Multi-Supplier Framework Agreement" means where more than one Bidder (Supplier) concludes a Framework Agreement;m) "person" means any individual, corporation, partnership, joint venture, association, organization, or any other entity, whether incorporated or unincorporated, that is capable of entering into binding contracts under the laws of Pakistan;.n) "Procuring Agency" means Punjab Central Business District Development Authority;o) "successful bidder" means the Bidder whose Bid has been evaluated and determined by the Procuring Agency as meeting the requirements and criteria set forth in the Bidding Documentsp) "Regulations" means PCBDDA Procurement Regulations 2024 unless otherwise provided;q) "Primary Procurement Process" means the procurement process that results in concluding a Framework Agreement(s) with successful Bidder(s);r) "Secondary Procurement Process" means the |
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process described in the Framework Agreement and followed by a Procuring Agency to select a FA Supplier, and award a Call-off Contract for the provision of goods & services that is in accordance with regulation 56 of the PCBDDA Procurement Regulations 2024;

- s) "Single-Supplier Framework Agreement" means a Framework Agreement where only one Bidder (Supplier) concludes a Framework Agreement;
- t) "successful bidder" means the Bidder whose Bid has been evaluated and determined by the Procuring Agency as meeting the requirements and criteria set forth in the Bidding Documents which may result in the formation of a Framework Agreement;
- u) "FA Supplier" means a Bidder that has concluded a Framework Agreement through the Primary Procurement process may be considered for the award of a Call-off Contract (through Secondary Procurement Process), to provide the services as and when required through Call-off Contract;
- v) "Standstill Period" means means a period of seven days starting from the dispatch of a notice as required by regulation 35 during which the Authority cannot accept the successful bid and during which suppliers or contractors can challenge the decision.
- w) "Term" means the duration of a Framework Agreement starting on the Commencement Date;
- x) "Coercion" means where a supplier or contractor impairs or harms, or threatens to impair or harm, directly or indirectly, any party to the procurement proceedings or the property of the party to influence its actions to achieve a wrongful gain or to cause a wrongful loss;
- y) "Collusive Practice" means an arrangement between two or more suppliers or contractors to the procurement process or procurement contract, designed to achieve with or without

	<p>the knowledge of the Authority to establish prices at artificial, non-competitive levels for any wrongful gain;</p> <p>z) “Corrupt Practice” means where the supplier or contractor offers, gives, receives or solicits, directly or indirectly, anything of value to influence the acts of another party for wrongful gain;</p> <p>aa) “Fraudulent Practice” means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;</p> <p>bb) “Obstructive Practice” means where a supplier or contractor harms or threatens to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a procurement contract or deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements before the Authority 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 any rights provided for under the regulations.</p>
<p>3 Fraud and Corruption</p>	<p>3.1 The Procuring Agency requires that the Applicants / Bidders / Suppliers / Contractors, observe the highest standard of ethics during the procurement and execution of such agreements and contracts.</p> <p>3.2 The Bidders shall permit and shall cause their agents (whether declared or not), sub-contractors, sub-consultants, service providers, suppliers, and their personnel, to permit the Procuring Agency to inspect all accounts, records and other documents relating to any, Application / Bid submission, Primary Procurement process, Framework Agreement performance, Secondary</p>

	<p>Procurement process, and/or Call-off Contract performance (in the case of award of a Call-off Contract), and to have them audited by auditors appointed by the Procuring Agency.</p> <p>3.3 Any communications between the Bidder and the Procuring Agency related to matters of alleged corrupt and fraudulent practices must be made in writing or in electronic forms that provide record of the content of communication.</p> <p>3.4 Procuring Agency will reject a bid or proposal, if it is established that the Applicant or the Bidder was engaged in corrupt and fraudulent practices in competing for the contract. Procuring Agency may also declare the Bidder as blacklisted in accordance with PCBDDA Procurement Regulations 2024.</p>
<p>4 Eligible Bidders</p>	<p>4.1 A Bidder shall not have a conflict of interest. Any Bidder found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest for the purpose of this Bidding process, if the Bidder:</p> <ul style="list-style-type: none"> a) directly or indirectly controls, is controlled by or is under common control with another Bidder; b) receives or has received any direct or indirect subsidy from another Bidder; c) has the same legal representative as another Bidder; d) has a relationship with another Bidder, directly or through common third parties, that puts it in a position to influence the Bid of another Bidder, or influence the decisions of the Procuring Agency regarding this Primary Procurement process; e) or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Services that are the subject of the Bid; f) or any of its affiliates has been hired (or is proposed to be hired) by the Procuring Agency or Procuring Agency or Borrower in implementing the Framework Agreement or a Call-off Contract; or g) would be providing Goods, works, or non-consulting services resulting from, or directly related to consulting services for the

	<p>preparation or implementation of the project specified in Scope of work.</p> <p>h) that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or</p> <p>i) has a close business or family relationship with a professional staff of the Procuring Agency (or of the project implementing agency, or of a recipient of a part of the funds) who:</p> <p>j) are directly or indirectly involved in the preparation of the Prequalification Documents or Bidding Documents or specifications of the Framework Agreement or Call-off Contract and/or the Prequalification or Bid evaluation process of such Contract; or</p> <p>k) would be involved in the implementation or supervision of such Framework Agreement or Call-Off Contract, unless the conflict stemming from such relationship has been resolved throughout the Procurement Process, Bidding process during the execution of the Framework Agreement and/or Call-off Contract.</p>
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B. Contents of the Bidding Documents

FOR REFERENCE

<p>5 Sections of Bidding Documents</p>	<p>5.1 The Bidding documents consist of Parts 1 and 2 which include all sections, schedules, annexes and should be read in conjunction with any addenda issued in accordance with ITB 7.</p> <p>PART 1 - Bidding Procedures</p> <p>Section I - Instructions to Bidders (ITB)</p> <p>Section II - Bidding Data Sheet (BDS)</p> <p>Section III - Evaluation Criteria</p> <p>Section IV - Schedule of Requirements</p> <p>Section V – Bidding Forms</p> <p>PART 2 - Framework Agreement (FA)</p> <p>Section A: Framework Agreement General Provisions</p> <p>Section B: Framework Agreement Specific Provisions</p> <p>SCHEDULE 1: Schedule of Requirements</p> <p>SCHEDULE 2: Secondary Procurement Process</p> <p>SCHEDULE 3: Call-off Contract</p> <p>SCHEDULE 4: Secondary Procurement Forms</p> <p>5.2 Unless obtained directly from the Procuring Agency, the Procuring Agency is not responsible for the completeness of the documents, responses to requests for clarification, the Minutes of the pre-Bid meeting (if any), or addenda to the Bidding documents in accordance with ITB 6. In case of any contradiction, documents obtained directly from the Procuring Agency shall prevail.</p> <p>5.3 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding documents and to furnish with its Bid all information or documentation as is required by the Bidding documents.</p>
<p>6 Clarification of Bidding Documents</p>	<p>6.1 A Bidder requiring any clarification of the Bidding Documents shall contact the Procuring Agency in writing at the Procuring Agency’s address specified in the BDS. The Procuring Agency will respond in writing to any request for clarification, provided that such request is received prior to the deadline for submission of Bids within a period</p>

	<p>specified in the BDS. The Procuring Agency shall forward copies of its response to all Bidders who have acquired the Bidding documents., including a description of the inquiry but without identifying its source. If so specified in the BDS, the Procuring Agency shall also promptly publish its response at the web page identified in the BDS. Should the clarification result in changes to the essential elements of the Bidding documents, the Procuring Agency shall amend the Bidding documents following the procedure under ITB 7 and in accordance with provisions of ITB 18.2,</p> <p>6.2 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.</p> <p>6.3 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 been prequalified and 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 7. Non-attendance at the pre-Bid meeting will not be a cause for disqualification of a Bidder.</p>
<p>7 Amendment of Bidding Documents</p>	<p>7.1 At any time prior to the deadline for submission of Bids, the Procuring Agency may amend the Bidding documents by issuing addenda.</p> <p>7.2 Any Addendum issued shall be part of the Bidding documents and shall be communicated in writing to all who have obtained the Bidding documents from the Procuring Agency. The Procuring Agency shall also promptly publish the addendum on the Procuring Agency's web page in accordance with ITB 7.1</p>

	<p>Provided that a Bidder who had either already submitted their Bids or handed over the Bids to the courier prior to the issuance of any such addendum shall have the right to withdraw his already filed Bid and submit the revised Bid prior to the original or extended Bid submission deadline.</p> <p>7.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Procuring Agency may, at its discretion, extend the deadline for the submission of Bids, pursuant to ITB 18.2.</p> <p>Provided that the Procuring Agency shall extend the deadline for submission of Bid, if such an addendum is issued within last three (03) days of the Bid submission deadline.</p>
C. Preparation of Bids	
8 Cost of Bidding	<p>8.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid. 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>
9 Language of Bid	<p>9.1 The Bid as well as all correspondence and documents relating to the bid exchanged by the bidder and the Procuring Agency, shall be written in the English. Supporting documents and printed literature that are part of the Application may be in another language, provided they are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Application, the translation shall be given preference.</p>
10 Documents Comprising the Bid	<p>10.1 The Bid shall comprise the following:</p> <ul style="list-style-type: none"> a) Letter of Bid prepared in accordance with ITB 11. b) Authorization: written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 11. c) any other documents required in the BDS. <p>10.2 In addition to the requirements under ITB 5, Bids submitted by a JV shall include a copy of the Joint Venture agreement entered into by all members.</p>

	<p>10.3 The Bidder shall furnish in the Letter of Bid information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Bid.</p>
11 Letter of Bid	<p>11.1 The Letter of Bid shall be prepared using the relevant forms furnished in Section V (Bidding Forms). The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITB 16.3. All blank spaces shall be filled in with the information requested.</p>
12 Currencies of Bid and Payment	<p>12.1 Under the Secondary Procurement, the currency of the Bid and the currency of payments shall be the same. The Bidder shall quote in the Pak Rupees, unless otherwise specified in the BDS.</p>
13 Documents Establishing the Conformity of Goods	<p>13.1 To establish the conformity of the Goods and Related Services to the Bidding documents, the Bidder shall furnish as part of its Bid the documentary evidence that the Goods conform to the technical specifications and standards specified in Section IV (Schedule of Requirements).</p> <p>13.2 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to the technical specification, and if applicable, a statement of deviations and exceptions to the provisions of the Section IV (Schedule of Requirements).</p> <p>13.3 The Bidder shall also furnish a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period specified in the BDS following acceptance of the Goods by the Procuring Agency (if a Call-off Contract is awarded to the FA Supplier).</p> <p>13.4 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Procuring Agency in the Schedule of</p>

	<p>Requirements, are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Procuring Agency's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Section IV (Schedule of Requirements).</p>
<p>14 Documents Establishing the Eligibility and Qualifications of the Bidder</p>	<p>14.1 To establish Bidder's eligibility in accordance with ITB 4, Bidders shall complete the Letter of Bid, included in Section V (Bidding Forms).</p> <p>14.2 The Bidder shall provide documentary evidence of its qualifications to conclude a Framework Agreement and/or perform any Call-off Contracts if awarded, to the satisfaction of the Procuring Agency. This evidence shall include:</p> <p><u>(a)</u> if required in the BDS, a Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the form included in Section V (Bidding Forms) to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in the Procuring Agency's Country;</p> <p><u>(b)</u> if required in the BDS, in case of a Bidder not doing business within the Pakistan (or where the procurement is being made), the Bidder is, or will be, (if awarded the call off contract) represented by an Agent in the country, equipped and able to carry out the Supplier's maintenance, repair, and spare parts stocking obligations in respect of the Goods.</p>
<p>15 Period of Validity of Bids</p>	<p>15.1 Bids / Quotations shall remain valid for the Bid Validity period specified in the individual RFQs. The Bid Validity period starts from the date fixed for the Bid submission deadline (as prescribed by the Procuring Agency in accordance with ITB 18.1). A Bid valid for a shorter period shall be rejected by the Procuring Agency as non-responsive.</p> <p>15.2 In exceptional circumstances, prior to the expiration of the Bid validity period, the Procuring Agency may request Bidders to extend the period of validity of their Bids only</p>

	<p>once. The request and the responses shall be made in writing. A Bidder may refuse the request to extend the validity of their bids. A Bidder granting the request shall not be required or permitted to modify its Bid.</p>
<p>16 Format and Signing of Bid</p>	<p>16.1 The Bidder shall prepare one original of the documents comprising the Bid as described in ITB 10 and clearly mark it "ORIGINAL." In addition, the Bidder shall submit the number of copies of the Bid, as specified in the BDS and clearly mark them "COPY." In the event of any discrepancy between the original and the copies, the original shall prevail.</p> <p>16.2 Bidders shall mark as "CONFIDENTIAL" information in their Bids which is confidential to their business. This may include proprietary information, trade secrets, or commercial or financially sensitive information.</p> <p>16.3 The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person 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 where entries or amendments have been made shall be signed or initialed by the person signing the Bid.</p> <p>16.4 In case the Bidder is a JV, the Bid shall be signed by an authorized representative of the JV on behalf of the JV, and so as to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized representative.</p>
<p>D. Submission and Opening of Bids</p>	
<p>17 Sealing and Marking of Bids</p>	<p>17.1 The Bidder shall deliver the Bid in a single, sealed envelope. Within the single envelope, the Bidder shall place the following separate, sealed envelope:</p> <p>(a) in an envelope marked "ORIGINAL", all documents comprising the Bid, as described in ITB 10; and</p>

	<p>(b) in an envelope marked "COPIES", all required copies of the Bid; and,</p> <p>17.2 The inner and outer envelopes, shall:</p> <ul style="list-style-type: none"> (a) bear the name and address of the Bidder; (b) be addressed to the Procuring Agency as specified in BDS; (c) bear the specific identification of this Bidding process indicated in ITB 1.1; and (d) bear a warning not to open before the time and date for Bid opening. <p>17.3 If all envelopes are not sealed and marked as required, the Procuring Agency will assume no responsibility for the misplacement or premature opening of the Bid.</p>
<p>18 Deadline for Submission of Bids</p>	<p>18.1 Bids must be received by the Procuring Agency at the address and no later than the date and time specified in the BDS.</p> <p>18.2 If required in accordance with the provisions of ITB 6.3, the Procuring Agency will extend the deadline for the submission of Bids, in which case all rights and obligations of the Procuring Agency and the Bidder subject to the previous deadline shall thereafter be subject to the deadline as extended.</p>
<p>19 Late Bids</p>	<p>19.1 The Late Bids shall be processed as per the PBCDDA Procurement Regulations, 2024.</p>
<p>20 Withdrawal, Substitution, and Modification of Bids</p>	<p>20.1 A Bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization (the power of attorney) in accordance with ITB 16.3, (except that withdrawal notices do not require copies). The corresponding substitution or modification of the Bid must accompany the respective written notice. All notices must be:</p> <ul style="list-style-type: none"> (a) prepared and submitted in accordance with ITB 16 and ITB 17 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be

	<p>clearly marked "WITHDRAWAL," "SUBSTITUTION," or "MODIFICATION;" and</p> <p>(b) received by the Procuring Agency prior to the deadline prescribed for submission of Bids, in accordance with ITB 18.</p> <p>20.2 Bids requested to be withdrawn in accordance with ITB 20.1 shall be returned unopened to the Bidders.</p> <p>20.3 No Bid may be withdrawn, substituted, or modified 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 Letter of Bid or any extension thereof.</p>
<p>21 Maximum Number of parties to Framework Agreement</p>	<p>21.1 A maximum of Fifteen (15) parties can become part of the Open Framework Agreement at a time.</p> <p>21.2 If a Framework Agreement with any party is terminated within the course of the Contract, then applications from potential applicants shall be considered to become party to Open Framework Agreement.</p>
<p>E. Evaluation and Comparison of Bids</p>	
<p>22 Confidentiality</p>	<p>22.1 Information relating to the evaluation of Bids and recommendation to conclude a Framework Agreement(s), shall not be disclosed to Bidders or any other persons not officially concerned with the Bidding process until the Notification of Intention to conclude the Framework Agreement is transmitted to all Bidders in accordance with ITB 31.1.</p> <p>22.2 Any effort by a Bidder to influence the Procuring Agency in the evaluation or decision to conclude a Framework Agreement(s) may result in the rejection of its Bid.</p> <p>22.3 Notwithstanding ITB 22.2, from the time of Bid opening to the time of the Framework Agreement being concluded, if any Bidder wishes to contact the Procuring Agency on any matter related to the Bidding process, it should do so in writing.</p>
<p>23 Clarification of Bids</p>	<p>23.1 To assist in the examination, evaluation, comparison of Bids, and qualification of</p>

	<p>Bidders, the Procuring Agency may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder in respect to its Bid and that is not in response to a request by the Procuring Agency shall not be considered. The Procuring Agency's request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease, in the substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of errors discovered by the Procuring Agency in the Evaluation of the Bids.</p> <p>23.2 If a Bidder does not provide clarifications of its Bid by the date and time set in the Procuring Agency's request for clarification, its Bid may be rejected.</p>
<p>24 Deviations, Reservations, and Omissions</p>	<p>24.1 During the evaluation of Bids, the following definitions apply:</p> <ul style="list-style-type: none"> (a) "Deviation" is a departure from the requirements specified in the Bidding documents; (b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding documents; and (c) "Omission" is the failure to submit part or all of the information or documentation required in the Bidding documents.
<p>25 Determination of Responsiveness</p>	<p>25.1 The Procuring Agency's determination of a Bid's responsiveness is to be based on the contents of the Bid itself, as defined in ITB 10.</p> <p>25.2 A substantially responsive Bid is one that meets the terms and conditions, and the requirements of the Bidding documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:</p> <ul style="list-style-type: none"> (a) If accepted, would: <ul style="list-style-type: none"> (i) affect in any substantial way the scope, quality, or performance of the Services specified in the Framework Agreement; or

	<p>(ii) limit in any substantial way, inconsistent with the Bidding documents, the Procuring Agency's rights or the Bidder's obligations under the Framework Agreement; or</p> <p>(b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive Bids.</p> <p>25.3 The Procuring Agency shall examine the Bids submitted in accordance with ITB 13 and ITB 14, in particular, to confirm that all requirements of Section IV (Schedule of Requirements) have been met without any material deviation or reservation, or omission.</p> <p>25.4 If a Bid is not substantially responsive to the requirements of Bidding documents, it shall be rejected by the Procuring Agency and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.</p>
<p>26 Non-conformities, Errors and Omissions</p>	<p>26.1 Provided that a Bid is substantially responsive, the Procuring Agency may waive any minor non-conformities in the Bid.</p> <p>1.1 Provided that a Bid is substantially responsive, the Procuring Agency may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify non-material non-conformities or omissions in the Bid related to documentation requirements. Such omission shall not be related to any such aspect that apparently or potentially affects the ranking of the Bidder or the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.</p>
<p>27 Evaluation of Bids</p>	<p>27.1 The Procuring Agency shall use the criteria and methodologies listed in this ITB and Section III - Evaluation Criteria in deciding to conclude a Framework Agreement(s). No other evaluation criteria or methodologies shall be permitted.</p>
<p>28 Qualification of the Bidder(s)</p>	<p>28.1 The Procuring Agency may ask the Bidders to establish that their qualification still establishes as determined during prequalification process,</p>

	and ask for any documentary evidence for such assurance. A negative determination shall result in disqualification of the Bid.
29 Procuring Agency's Right to Accept or Reject All Bids	29.1 The Procuring Agency reserves the right to accept or reject all the Bids, and to annul the Bidding process at any time, without thereby incurring any liability to the Bidders.
30 Standstill Period	30.1 The Framework Agreement(s) shall not be concluded earlier than the expiry of the Standstill Period. The Standstill Period shall be seven (7) Days. The Standstill Period commences the day after the date the Procuring Agency has transmitted to each Bidder the Notification of Intention to Conclude a Framework Agreement. Where only one Bid is submitted, or if this Primary Procurement process is in response to an emergency, the Standstill Period shall not apply.
31 Notification of Intention to Conclude a Framework Agreement	<p>31.1 The Procuring Agency shall send to each successful bidder, the Notification of Intention to Conclude a Framework Agreement. The Notification(s) of Intention to Conclude shall contain, at a minimum, the following information:</p> <ul style="list-style-type: none"> (a) the name and address of the Bidder(s) submitting the successful Bid(s); (b) the names of all Bidders who submitted Bids, and their Bid prices, or pricing mechanism(s), as readout, and as evaluated; (c) a statement of the reason(s) the Bid (of the unsuccessful Bidder to whom the Notification on Intention to Conclude a Framework Agreement(s) is addressed) was unsuccessful; (d) the expiry date of the Standstill Period; (e) instructions on how to request a debriefing and/or submit a complaint during the Standstill Period.
F. Conclusion of a Framework Agreement	
32 Notification to Conclude a Framework Agreement	32.1 This is an Open Framework Agreement.

	<p>32.2 Prior to the expiration of the Bid Validity Period and upon expiry of the Standstill Period, specified in ITB 30.1 or any extension thereof, and upon satisfactorily addressing a complaint that has been submitted within the Standstill Period, the Procuring Agency shall transmit to the successful Bidder(s) a Notification to Conclude a Framework Agreement, attaching the Framework Agreement for signature by the Bidder.</p>
<p>33 No Obligation to Purchase</p>	<p>33.1 The conclusion of a Framework Agreement shall not impose any obligation on the Procuring Agency to procure any services under the Framework Agreement.</p>
<p>34 Non-exclusivity</p>	<p>34.1 This Primary Procurement process is non-exclusive, and the Procuring Agency reserves the right to procure the Services from other suppliers who are not FA Suppliers.</p>
<p>35 Signing the Framework Agreement</p>	<p>35.1 The Bidder shall sign, date and return the Framework Agreement within fifteen (15) days of receipt of the same.</p>
<p>36 Publication of the Conclusion of Framework Agreement Notice</p>	<p>36.1 Within ten (10) Days of transmission to the successful Bidder(s) of the Notification(s) to Conclude a Framework Agreement(s) as per ITB 32.1, the Procuring Agency shall publish the Conclusion of Framework Agreement Notice which shall contain, , the following information:</p> <ul style="list-style-type: none"> (a) name and address of the Procuring Agency, and if applicable, all participating Procuring Agencies; (b) name and reference number of the Framework Agreement being concluded, and the selection method used; (c) names of all Bidders that submitted Bids, and as evaluated; (d) names of all Bidders whose Bids were rejected either as nonresponsive or as not meeting qualification criteria, or were not evaluated, with the reasons therefor; and

		(e) the name(s) of the successful Bidder(s), the duration of Framework Agreement(s), and a summary of its scope.
37 Grievance Mechanism	Redressal	<p>37.1 Procuring agency shall constitute a Grievance Redressal Committee (GRC) comprising of odd number of person with proper power and authorization to address the complaint. The GRC shall not have any of the members of Procurement Evaluation Committee.</p> <p>37.2 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 Regulation 26, and the same shall be addressed by the GRC well before the proposal submission deadline.</p> <p>37.3 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 Regulation and the same shall be addressed by the GRC well before the proposal submission deadline.</p> <p>37.4 Any Bidder feeling aggrieved by the Evaluation results shall lodge a written complaint within 03 days of the announcement of evaluation results. In case, the complaint is filed after the issuance of the final evaluation report during the standstill period, the complainant cannot raise any objection on technical evaluation of the report.</p> <p>37.5 The GRC shall investigate and decide upon the complaint within fifteen days of receipt of the complaint. Mere fact of lodging of a complaint shall not warrant suspension of the procurement process.</p>
38 Addition of Parties to the Framework Agreement		<p>38.1 The suppliers or contractors may apply to become a party or parties to the framework agreement at any time during its operation by presenting indicative submissions to the Procuring Agency in compliance with the requirements of the invitation to become a party to the open framework agreement.</p> <p>38.2 The Procuring Agency shall examine all indicative submissions received during the period of operation of the framework agreement within a maximum of forty-five (45) working days in accordance with the procedures set out in the</p>

	<p>invitation to become a party to the open framework agreement.</p> <p>38.3 The framework agreement shall be concluded with all qualified suppliers or contractors that presented submissions unless their submissions have been rejected on the grounds specified in the invitation to become a party to the open framework agreement or the maximum limit of qualified suppliers or contractors has been reached.</p> <p>38.4 The Completion period of framework agreement shall be in accordance with original Framework agreement.</p> <p>38.5 Maximum numbers of Framework agreement against each lot as defined in ITB 21.</p>
G. Secondary Procurement Process for awarding a Call-off Contract	
39 Method and criteria for award of Call-off Contract	<p>39.1 The Secondary Procurement method for selecting an FA Supplier and awarding a Call-off Contract is detailed in the Framework Agreement (see Schedule 2: Secondary Procurement).</p> <p>39.2 To participate in a Secondary Procurement and be awarded a Call-off Contract, FA Suppliers must maintain their qualification and eligibility, and shall continue to meet the criteria stipulated in these Bidding Documents.</p> <p>39.3 At the Secondary Procurement stage and during the award of a Call-off Contract, the Procuring Agency may request evidence of the FA Supplier's continued qualification and eligibility.</p>
H. Blacklisting Mechanism	
40 Blacklisting Mechanism	<p>40.1 The Authority may, for a specified period or permanently, debar and blacklist a supplier or contractor from participating in any procurement process of the Authority, if the supplier or contractor:</p> <ul style="list-style-type: none"> a. acts in a manner detrimental to the public interest or good practices; b. consistently fails to perform its obligations under the Framework Agreement c. provides false, fabricated or materially incorrect information. <p>40.2 The Authority may, on its own motion, or information provided by any party carry out an</p>

	<p>enquiry to determine, whether there is sufficient cause for blacklisting a supplier or contractor.</p> <p>40.3 Where the Authority is <i>prima facie</i> satisfied that such a cause exists based on its enquiry, it shall serve a show-cause notice to the supplier or contractor containing the precise allegation, the maximum penalty that the Authority intends to impose and the time within which the supplier or contractor is required to submit its reply which shall not be less than seven (7) days from the date of issuing the show cause notice.</p> <p>40.4 Irrespective of whether the supplier or contractor submits its defence to the show-cause notice, the Authority shall conduct a hearing giving the supplier or contractor to explain its position. Notice of hearing shall be given in writing containing the date, time and venue of hearing which shall not be less than seven (7) days from the date of issuing the notice of hearing.</p> <p>40.5 The Authority shall decide the matter within fifteen (15) days of hearing giving reasons for its decision. The Authority may either drop the charges against the supplier or contractor or impose any of the following punishments:</p> <ol style="list-style-type: none"> a. blacklisting; b. temporary debarment from participation in procurement proceedings; <p>40.6 The blacklisting and debarment will apply to the procurement carried out by the Authority.</p> <p>40.7 Nothing contained in this paragraph shall restrict the right of the Authority to communicate its decision to any other procuring entity, regulator or authority established by or under the law for publication of the blacklisting or debarment order on its website and for passing of appropriate orders to blacklist or debar the supplier or contractor from participating.</p>
<p>41 Party to Open Framework Agreement</p>	<p>41.1 The Procuring Agency may publish, after specified period mentioned in the BDS, invitation to become a party to the open framework agreement and shall in addition ensure unrestricted, direct and full access to the terms and conditions of the framework agreement and to any other necessary information relevant to its operation.</p>

Section II - Bid Data Sheet (BDS)

The following specific data for the Services to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions in the **BDS** shall prevail over those in ITB.

ITB 1.1	<p>Procurement Title: Hiring of Media / Animation / TVC Production Firms under Open Framework Agreement.</p> <p>Term of Framework Agreement The Framework Agreement shall be for a Term of Three (03) years from the commencement date stated in the Framework Agreement.</p>
ITB 1.1	<p>Final Destination/s (Project Sites) will be specified in each Call-off Contract awarded under the Framework Agreement. If the final destination is different from the named place of destination for delivery, the Procuring Agency will pay the Supplier the reasonable costs for inland transportation.</p>
ITB 1.2 (j) & 21	<p>Multi-Supplier Framework Agreement This Primary Procurement intends to conclude a Multi-Supplier Framework Agreement.</p> <p><u>Framework Agreement panel – minimum number (3)</u> The Procuring Agency intends to conclude a Framework Agreements with a minimum number of Bidders for each Lot. The minimum number for each lot is three (03).</p> <p><u>Framework Agreement panel – maximum number (15)</u> The Procuring Agency, will conclude Framework Agreements for each Lot up to a maximum number of (15) qualified bidders with substantially responsive bids. The top ten firms scoring the most marks shall be made part of the Framework Agreement Panel.</p>
ITB 5.1	<p>For clarification of Bid purposes only, the Procuring Agency's address is:</p> <p>Director Procurement PUNJAB CENTRAL BUSINESS DISTRICT DEVELOPMENT AUTHORITY CBD Complex (Ex Walton Airport) Lt (Navy), Yasir Shaheed Road, Lahore Telephone: 042-99058800 Email: procurement@cbdpunjab.gov.pk</p> <p>Requests for clarification should be received by the Procuring Agency no later than: three (03) Days before the deadline for submission of Bids.</p>
ITB 5.2	Pre-Bid meeting will not be held.
ITB 11.1	The Currency in Secondary Procurement is Pakistani Rupees.
ITB 14.1	The Bid validity period in Secondary Procurement shall be Ninety (90) days.
ITB 16.1	In addition to the original of the Bid, the number of copies to be delivered to the Procuring Agency is Nil copies.
ITB 16.3	The written confirmation of authorization to sign on behalf of the Bidder shall be as per Bid Form 4.
ITB	For Bid submission purpose only, the Procuring Agency's address is: <i>[This</i>

18.1

address may be the same as or different from that specified under ITB 5.1 for clarifications]

Director Procurement

PUNJAB CENTRAL BUSINESS DISTRICT DEVELOPMENT AUTHORITY

CBD Complex (Ex Walton Airport) Lt (Navy), Yasir Shaheed Road, Lahore

Telephone: 042-99058800

Email: procurement@cbdpunjab.gov.pk

FOR REFERENCE ONLY

Section III - Evaluation and Qualification Criteria

MANDATORY CRITERIA

- FBR Registration with Valid NTN Certificate
- PRA Registration
- Audited Financial Statements of Last Financial Year i.e. FY 2023. Income Tax Returns in case of Sole Proprietor or AOP.
- Minimum five (05) years of existence of the firm. (To be calculated from date of registration of firm from a relevant body)
- The firm must be Lahore Based.
- Own Equipment for Production of Media Services / TVC. (List to be attached)
- Undertaking on a stamp paper of Rs. 300 that firm is not blacklisted, correctness of information and pending litigation.

Note: Firm / Company not fulfilling the mandatory criteria will be characterized as **NOT-ELIGIBLE** and will not participate in the further evaluation process.

TECHNICAL EVALUATION CRITERIA

- **General Experience (10 Marks)**

S. No.	No of years' existence (Incorporation of firms from relevant authority in number of years) (Attach Evidence)	Total Marks 10
1	5 years to 6 years	2.5
2	6 years to 7 years	05
3	7 years to 8 years	7.5
4	8 years or more	10

- **Specific Experience (20 Marks)**

Sr. No.	Experience of Similar Assignments (Video, TVC, Documentary or Animations Production) (The applicant must attach Purchase Orders, Contracts or Performance Certificates for verifications)	Total Marks 20
1	Maximum five (05) Government / Semi Government Clients (02 marks for each assignment) Maximum five (05) Corporate Sector Clients (02 marks for each assignment)	20

- **Human Resource 30 Marks)**

Sr. No.	Pre & Post Production Crew (Provide detailed CV & evidence of engagement / collaboration with	Total Marks

personnel)				30
	Expert	No.	Relevant Experience	Marks
1	Graphic Designer (05 Marks for each)	02	Min. 05 Years of Experience	10
2	Video Editor / Animator (05 Marks for each)	02	Min. 05 Years of experience	10
3	Creative Director / Content Writer	01	Min. 08 Years of experience	10

• **Average Annual Turnover in PKR of Organization of last Financial Year (20 Marks)**

Sr. No.	Last FY 2023 Audited Financial Statement or Income Tax Return (Attach Audited Financial Statement or Income Tax Return for FY 2023.)	Total Marks 20
1	Full Marks for Annual Turnover of FY 2023 of PKR 100 million. Proportionate Marks for Annual Turnover less than PKR 100 million.	20

• **Sample of Videos Produced (20 Marks)**

Sr. No.	Video Samples	Total Marks 20
1	Sample Videos of previous works done. Marks allocation to be decided by the designated committee of the Authority.	20

Total Marks: 100 %
Passing Marks: 65 %

FOR REFERENCE

Section IV – Schedule of Requirements

- **Media / Animation / TVC Production Companies:**
2D animation, 3D animation, TVC Production, Video Production etc.

FOR REFERENCE ONLY

Section V – Bid Forms

1. Letter of Bid

Director Procurement
Punjab Central Business District Development Authority
CBD Complex (Ex Walton Airport) Lt (Navy),
Yasir Shaheed Road,
Lahore

Subject: **Framework Agreement – []**
Date of this Bid submission: *[insert date (as day, month and year) of Bid submission]*
Request for Bid No.: *[insert identification]*

1. We have examined and have **no reservations** to the Bidding Documents, including addenda issued in accordance with Instructions to Bidders (**ITB 6**). We meet the eligibility requirements and have no conflict of interest in accordance with **ITB 3**. If we conclude a Framework Agreement, the Goods and Related Services that we may supply under a Call-off Contract awarded under the Framework Agreement, shall be sourced from an eligible country.
2. We have neither been suspended nor declared ineligible by the Procuring Agency(s) based on execution of a Bid-Securing Declaration or Proposal-Securing Declaration in Pakistan.
3. We offer to supply, in conformity with the Bidding Documents and in accordance with Section IV- Schedule of Requirements, Media / Animation / TVC Production Services under Open Framework Agreement.
4. Our Bid shall be valid for the period specified in **BDS 14.1** (as amended, if applicable) from the date fixed for the Bid submission deadline specified in **BDS 21.1** (as amended, if applicable), and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
5. If our Bid is accepted and we conclude a Framework Agreement, we understand that we may be required, as a condition of a subsequent Call-off Contract, to obtain a performance security (or guarantee);
6. We are not submitting any other Bid(s) as an individual Bidder, and we are not participating in any other Bid(s) as a Joint Venture member, or as a subcontractor.
7. We understand that there is no obligation on the Procuring Agency/Procuring Agency(s) to procure any Services from any FA Supplier during the Term of the Framework Agreement.

8. We confirm that no undertaking or any form of statement, promise, representation or obligation has been made by the Procuring Agency/Procuring Agency in respect of the total quantities or value of the Goods that may be ordered by it, or any participating Procuring Agency(s), in accordance with this Framework Agreement. We acknowledge and agree that we have not submitted this Bid on the basis of any such undertaking, statement, promise or representation.
9. In relation to this Primary Procurement, we understand that procuring agency may cancel the procurement process and reject all bid without assigning any reason.
10. We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption.

Name of the Bidder: *[insert complete name of the Bidder]

Name of the person duly authorized to sign the Bid on behalf of the Bidder: **[insert complete name of person duly authorized to sign the Bid]

Title of the person signing the Bid: [insert complete title of the person signing the Bid]

Signature of the person named above: [insert signature of person whose name and capacity are shown above]

Date signed [insert date of signing] **day of** [insert month], [insert year]

2. Bidder Information Form

Primary Procurement - Framework Agreement Goods

Date: *[insert date (as day, month and year) of Bid submission]*

IFP No.: *[insert number of IFP process]*

Page _____ of _____ pages

1. Bidder's Name <i>[insert Bidder's legal name]</i>
2. In case of JV, legal name of each member: <i>[insert legal name of each member in JV]</i>
3. Bidder's actual or intended country of registration: <i>[insert actual or intended country of registration]</i>
4. Bidder's year of registration: <i>[insert Bidder's year of registration]</i>
5. Bidder's Address in country of registration: <i>[insert Bidder's legal address in country of registration]</i>
6. Bidder's Authorized Representative Information Name: <i>[insert Authorized Representative's name]</i> Address: <i>[insert Authorized Representative's Address]</i> Telephone/Fax numbers: <i>[insert Authorized Representative's telephone/fax numbers]</i> Email Address: <i>[insert Authorized Representative's email address]</i>
7. Attached are copies of original documents of <i>[check the box(es) of the attached original documents]</i> <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITB 3.4 . <input type="checkbox"/> In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB 3.1 . <input type="checkbox"/> Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

3. Bidder's JV Members Information Form

Primary Procurement - Framework Agreement Goods

[The Bidder shall fill in this Form in accordance with the instructions indicated below. The following table shall be filled in for the Bidder and for each member of a Joint Venture]].

Date: *[insert date (as day, month and year) of Bid submission]*
 IFP No.: *[insert number of IFP process]*
 Page _____ of _____ pages

1. Bidder's Name: <i>[insert Bidder's legal name]</i>
2. Bidder's JV Member's name: <i>[insert JV's Member legal name]</i>
3. Bidder's JV Member's country of registration: <i>[insert JV's Member country of registration]</i>
4. Bidder's JV Member's year of registration: <i>[insert JV's Member year of registration]</i>
5. Bidder's JV Member's legal address in country of registration: <i>[insert JV's Member legal address in country of registration]</i>
6. Bidder's JV Member's authorized representative information Name: <i>[insert name of JV's Member authorized representative]</i> Address: <i>[insert address of JV's Member authorized representative]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers of JV's Member authorized representative]</i> Email Address: <i>[insert email address of JV's Member authorized representative]</i>
7. Attached are copies of original documents of <i>[check the box(es) of the attached original documents]</i> <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 3.4 .
8. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

4. Power of Attorney

(On Stamp Paper of PKR 300)

Know all men by these presents, we (name of the company and address of the registered office) do hereby appoint and authorize Mr. (full name and residential address) who is presently employed with us and holding the position of as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our proposal for (name of the project) in response to the tenders invited by the (name of the Purchaser) including signing and submission of all documents and providing information/responses to (name of the Purchaser) in all matters in connection with our Bid.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

Dated this ____ day of _____ 20__

For _____

(Signature)
(Name, Designation and Address)
Accepted

(Signature)
(Name, Title and Address of the Attorney)
Date:

FOR REFERENCE ONLY

5. Bid Securing Declaration

[The Bidder shall fill in this Form in accordance with the instructions indicated.]

Date: *[insert date (as day, month and year)]*

Bid No.: *[insert number of Bidding process]*

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

To: *[insert complete name of Procuring Agency]*

We, the undersigned, declare that:

We understand that, according to your conditions, Bids must be supported by a Bid Securing Declaration.

We accept that we will be blacklisted and henceforth cross debarred for participating in respective category of public procurement proceedings for a period of (not more than) six months, if fail to abide with a bid securing declaration, however without indulging in corrupt and fraudulent practices, if we are in breach of our obligation(s) under the Bid conditions, because we:

- (a) have withdrawn or modified our Bid during the period of Bid Validity specified in the Form of Bid;
- (b) Disagreement to arithmetical correction made to the Bid price; or
- (c) having been notified of the acceptance of our Bid by the Procuring Agency during the period of Bid Validity, (i) failure to sign the contract if required by Procuring Agency to do so or (ii) fail or refuse to furnish the Performance Security or to comply with any other condition precedent to signing the contract specified in the Bidding Documents.

We understand this Bid Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) twenty-eight (28) days after the expiration of our Bid.

Signed: *[insert signature of person whose name and capacity are shown]* In the capacity of *[insert legal capacity of person signing the Bid Securing Declaration]*

Name: *[insert complete name of person signing the Bid Securing Declaration]*

Duly authorized to sign the Bid for and on behalf of: *[insert complete name of Bidder]*

a) _____ Dated on _____ day
of _____, _____ *[insert date of signing]*

b)
Corporate Seal (where appropriate)

6. Undertaking

(This should be written in the Rs.300 Stamp Paper)

We, the undersigned, hereby offer to provide (*Insert Procurement Name*) required by Punjab Central Business District Development Authority (PCBDDA) in accordance with its Bidding Document due for opening on July 24, 2024.

We are hereby submitting our Bid and we hereby declare that:

- a) All the information and statements made in this Bid/Proposal are true and we accept that any misrepresentation contained in it may lead to our disqualification;
- b) We are currently not on the removed/blacklisted or suspended by any procuring agency of Pakistan or by any regulatory body in Pakistan and has no dispute with any Government Organization.
- c) We, do not have any pending litigation/arbitration/bankruptcy proceeding (other than the litigation declared alongside this form) with any government department/public sector undertaking/ private sector entity/or any other agency for which we have executed/ undertaken the works/services during the last 3 years.

We agree to abide by the terms and conditions of the Pre-Qualification Document and in addition to the conditions we also agree to abide by all the special instructions mentioned in Pre-Qualification Document. We also hereby categorically confirm that we are fully capable to provide services of external auditors as laid down in the terms of reference

We fully understand and recognize that PCBDDA is not bound to accept this Bid/Proposal that we shall bear all costs associated with its preparation and submission, and that PCBDDA will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the evaluation.

We remain,
Yours sincerely,
Authorized Signature and Stamp [*In full and initials*]: _____
Name, ID Card No. and Title of Signatory: _____
Name of Firm: _____
Contact Details: _____

I. **WITNESS**

Signature: _____
Designation & ID Card No. _____

PART 2 – Framework Agreement

FOR REFERENCE ONLY

Framework Agreement

This Framework Agreement is made for the provision of event management services *on the [insert: number] day of [insert: month], [insert: year]*

between

Punjab Central Business District Development Authority hereinafter referred to as the “Procuring Agency”) of the First Part and *[insert name of the Supplier]*, a firm having its registered office [] (hereinafter called the “Supplier”) of the Second Part (hereinafter referred to individually as “Party” and collectively as the “Parties”).

This Framework Agreement is subject to the provisions described in the Sections and Schedules listed below, including any amendments made therein from time to time.

This Framework Agreement concludes a standing offer by the Supplier to supply the specified Goods to the Procuring Agency during the Term of the Framework Agreement, as and when the Procuring Agency wishes to purchase them, through a Call-off Contract.

The following documents shall be deemed to form and be read and construed as part of this Framework Agreement and, where indicated, to any Call-off Contract awarded under this Framework Agreement.

- Section A: Framework Agreement General Provisions
- Section B: Framework Agreement Specific Provisions
- Schedule 1: Schedule of Requirements
- Schedule 2: Price Schedules
- Schedule 3: Secondary Procurement
- Schedule 4: Call-off Contract

IN WITNESS whereof, the Parties to this Framework Agreement have caused this Framework Agreement to be executed in accordance with the laws of Pakistan on the day, month and year indicated above.

“For and on behalf of the Procuring Agency:”

For Punjab Central Business
District Development Authority:

For M/s *[name of the Supplier]*

Signature
Name:
Designation:

Signature
Name:
Designation:

WITNESSES

Signature: _____
CNIC #: _____
Name: _____

Signature: _____
CNIC #: _____
Name: _____

**Section A: Framework Agreement General
Provisions (FAGP)**

FOR REFERENCE ONLY

Section A

Framework Agreement General Provisions (FAGP)

1. Definitions

1.1 The following words and expressions shall have the meanings hereby assigned to them

- a) “Business Day” is any day that is an official working day of the Procuring Agency. It excludes the Procuring Agency’s official public holidays.
- b) “Call-off Contract” is a contract awarded under a Framework Agreement, through a Secondary Procurement process, for the supply of Goods, and any Related Services.
- c) “Commencement Date” _____ is the date this Framework Agreement is signed by both parties, being the commencement of the Term.
- d) “Contract Documents” means the documents listed in the Call-off Contract, including any amendments thereto.
- e) “Contract Price” is the price payable to the Supplier as specified in the Call-off Contract, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.
- f) “Day” means calendar day.
- g) “Goods” means all goods, materials, items, commodities, raw material, machinery, equipment, and/or other materials, as specified in the FA Specific Provisions, that the Supplier is required to supply to the Procuring Agency under a Call-off Contract. Where appropriate, for the purpose of interpretation, the definition for Goods includes Related Services.
- h) “In Writing” means communicated or recorded in written form. It includes, for example: mail, e-mail, fax.
- i) “Related Services” means the services incidental to the supply of the Goods, such as insurance, installation, training, initial maintenance and other such obligations of the Supplier, as defined in Scope of work.
- j) “Secondary Procurement” is the method used to select a Supplier and award a Call-off Contract under this Framework Agreement.
- k) “Single-User Framework Agreement” means a Framework Agreement where there is only one Procuring Agency, as specified in the FA Specific Provisions.
- l) “Supplier” means the person, private or government entity, or a combination of the above, who has concluded a Framework Agreement to supply to a Procuring Agency, from time to time, and as and when required, the Goods, and, if applicable, Related Services, under a Call-off Contract.

- m) "Term" means the duration of this Framework Agreement as described in the FA Specific Provisions starting from the Effective Date. Where applicable, it includes any extension(s) to the initial Term, if permitted in the FA Specific Provisions.

2. Framework Agreement Documents

- 2.1 This Framework Agreement (FA) shall be read as a whole. Where a documents is incorporated by reference into this Framework Agreement, it shall be deemed to form, and be read and construed, as part of this Framework Agreement.
- 2.2 This Framework Agreement comprises the documents specified in the **FA Specific Provisions**.

3. Award of Call-off contract

- 3.1 The Secondary Procurement method for selecting an FA Supplier and awarding a Call-off Contract is detailed in the Framework Agreement (see Schedule 2: Secondary Procurement). To participate in a Secondary Procurement and be awarded a Call-off Contract, FA Suppliers must maintain their qualification and eligibility, and shall continue to meet the criteria stipulated in these Bidding Documents. At the Secondary Procurement stage and during the award of a Call-off Contract, the Procuring Agency may request evidence of the FA Supplier's continued qualification and eligibility.

4. Evaluation Criteria for Secondary Procurement for awarding a Call-off contract

- 4.1 Proposals will be evaluated on the basis of the financial quotations. The firm quoting the lowest rates shall be awarded the Call off Contract. Any other evaluation criterion shall be made of the Request for Quotation.

5. Revisions of Terms and Conditions of Procurement through second-stage competition

- 5.1 The terms and conditions of procurement under this Framework Agreement may be revised through the Secondary Procurement process.
- 5.2 Any revisions shall remain within the maximum limits or deviations specified in the Framework Agreement Specific Provisions (FASP) and shall not fundamentally alter the nature or overall scope of the Framework Agreement or the Call-off Contract.

6. Supplier's obligations

- 6.1 The Supplier shall offer to provide (standing offer) to the Procuring Agency, the Services, described in the Framework Agreement Schedule 1: Schedule of Requirements, for the Term of this Framework Agreement, in accordance with the terms and conditions stipulated in this Framework Agreement.
- 6.2 During the Term of the Framework Agreement, the Supplier shall continue to be eligible and qualified, and the Services shall continue to be eligible, as per the

qualification and eligibility criteria stipulated in the Primary Procurement process and the provisions of sub-paragraphs 3a. to 3c. below The Supplier shall notify the Procuring Agency immediately, in writing, if it ceases to be qualified and/or ceases to be eligible.

- 6.3 The Supplier undertakes to provide the services under a Call-off Contract. The Services supplied shall be:
- a) as specified in the Framework Agreement, Schedule 1: Schedule of Requirements,
 - b) at the Contract Price specified in the Call-off Contract and
 - c) in such quantities, at such times and to such locations as specified in the Call-off Contract.
- 6.4 The Supplier agrees that the Call-off Contract, General Conditions of Contract set out in the Framework Agreement, and Call-off Contract Special Conditions of Contract set out in a Call-off Contract, shall apply to the provision of services.

7. Continued Qualification and Eligibility

- 7.1 The Supplier, shall continue to have the nationality of an eligible country as specified in the **FA Specific Provisions**. A Supplier or subcontractor, shall be deemed to have the nationality of a country if the Bidder is constituted, incorporated or registered in, and operates in conformity with, the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be.
- 7.2 All Goods and Related Services to be supplied under a Call-off Contract shall continue to have their origin in eligible Countries as specified in the **FA Specific Provisions**. For the purpose of this provision, origin means the country where the Goods have been grown, mined, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components. Ineligible Countries, if any, are listed in the **FA Specific Provisions**.
- 7.3 To continue to be eligible the Supplier shall not have been sanctioned by pursuant to the Anti-Corruption Law, and in accordance with its prevailing sanctions policies and procedures as set forth by the Public Procurement Regulatory Framework as described in Section B, Framework Agreement General Provisions. Where the Supplier has been so sanctioned it will be ineligible for the duration of the period of time as determined by the Procuring Agency or Public Procurement Regulatory Authority.

7.4 The Procuring Agency may require, during the Term of the Framework Agreement, evidence of the Supplier's continued qualification and eligibility, and the Goods continued eligibility. Failure to provide such evidence, as requested, may result in the Supplier being disqualified from participating in a Secondary Procurement process, and/or being awarded a Call-off Contract, and/or the termination of the Framework Agreement.

8. Term

8.1 This Framework Agreement shall commence on the Commencement Date and, unless terminated earlier in accordance with the provisions of this Framework Agreement, or the general law, shall continue until the end of the Term specified in the **FA Specific Provisions**.

8.2 Where permitted in the **FA Specific Provisions**, the Term may be extended (subject to the condition that the total duration of the framework agreement shall not exceed three year), at the Procuring Agency's sole discretion, and where there has been satisfactory performance by the Supplier. To extend the Term, the Procuring Agency shall give the Supplier no less than three (3) months' notice, In Writing, prior to the date on which the Framework Agreement would otherwise have expired.

9. Representative

9.1 The representatives for each party, who shall be the primary point of contact for the other party in relation to matters arising from this Framework Agreement, are specified in the **FA Specific Provisions**. Should the representative be replaced, the party replacing the representative shall promptly inform the other party In Writing of the name and contact details of the new representative. Any representative appointed shall be authorized to make decisions on the day to day operation of the Framework Agreement.

10. Role of Procuring Agency

10.1 The role of PA is to manage and administer the Framework Agreement(s). The Procuring Agency is responsible for all matters pertaining to the Framework Agreement including, for example, amendments, suspension and termination of the Framework Agreement. For matters relating to individual Call-off Contracts, all communications, including notices, must be made to the Procuring Agency named in the Call-off Contract.

11. Contract Price

11.1 The Contract Price for each Call-off Contract shall be determined as specified in the **FA Specific Provisions**.

12. Performance Security (or Guarantee)

12.1 The Procuring Agency may require a Performance Security (or guarantee) from the Supplier in relation to the performance of a specific Call-off Contract. In this event, the Supplier shall comply with the relevant provisions relating to Performance Security (or guarantee) contained in the Call-off Contract Special Conditions of Contract.

13. Language

13.1 This Framework Agreement, and any Call-off Contract, as well as all correspondence and documents relating to this Framework Agreement, and any Call-off Contract, exchanged by the Procuring Agency and Supplier, shall be written in the English language. Supporting documents and printed literature that are part of this Framework Agreement, and any Call-off Contract, may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified, in which case, for purposes of this Framework Agreement, and any Call-off Contract, this translation shall govern.

13.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.

14. Notices

14.1 Any notice given by one party to the other pursuant to this Framework Agreement shall be in Writing to the address specified in the **FA Specific Provisions**. A notice shall be effective when delivered, or on the notice's effective date, whichever is later.

15. Fraud and Corruption

15.1 The Procuring Agency requires the Supplier to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the Primary or Secondary Procurement process or execution of a Call-off Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.

16. Records, inspections and audit

16.1 The Supplier shall keep, and shall make all reasonable efforts to cause its subcontractor(s), if any, to keep, accurate and systematic accounts and records in respect of this Framework Agreement, the Goods, and any Call-off Contract, in such form and details as will clearly identify relevant time changes and costs.

17. Confidential Information

17.1 The Procuring Agency and the Supplier shall keep confidential and shall not, without the consent In Writing from the other, divulge to any third party any documents, data, or other information furnished directly or indirectly by either party in connection with the Framework Agreement.

17.2 The obligation of a party under **FAGP 14. 1.** above, shall not apply to information that:

- (a) now, or in future, enters the public domain through no fault of that party
- (b) can be proven to have been possessed by that party at the time of disclosure
- (c) and which was not previously obtained, directly or indirectly, from the other party
- (d) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

18. Governing Law

18.1 This Framework Agreement, and any Call-off Contract, shall be governed by, and interpreted in accordance with the applicable Laws, unless otherwise specified in the **FA Specific Provisions**, or the Special Conditions of Contract as set out in any Call-off Contract.

19. Change to the Framework Agreement

19.1 Any change to this Framework Agreement, including an extension of the Term (subject to the condition that the total duration of the framework agreement shall not exceed three year), must be In Writing and signed by both Parties. A change can be made at any time after this Framework Agreement has been signed by both Parties, and before it expires.

20. Termination of the Framework Agreement

20.1 The Procuring Agency, without prejudice to any other remedy for breach of the Framework Agreement, may terminate this Framework Agreement immediately, by notice in writing to the Supplier, if:

- (a) in the judgement of the Procuring Agency, the Supplier has engaged in Fraud and Corruption, or
- (b) during the Term of the Framework Agreement, the Supplier ceases to be qualified or eligible as per FAGP 4. or
- (c) the Supplier purports to assign, or otherwise transfer or dispose of this Framework Agreement, in whole, or in part, without the prior written consent of the Procuring Agency, or
- (d) the Service Provider commits a default under the Call Off Contract, or
- (e) the Supplier becomes bankrupt or otherwise insolvent.

20.2 The Procuring Agency may terminate this Framework Agreement, in whole or in part, by notice In Writing sent to the Supplier, at any time, for its convenience. The notice of termination shall specify that the termination is for the Procuring Agency's convenience, the extent to which the performance of the supplier under the Framework Agreement is terminated, and the date upon which such termination becomes effective.

21. Consequence of expiry or termination

21.1 Upon expiry, or earlier termination of this Framework Agreement, all Call-off Contracts entered into under this Framework Agreement shall continue in full force and effect unless otherwise terminated under the Call-off Contract General or Specific Conditions of Contract. However, no further Call off Contracts shall be awarded once the Framework Agreement is terminated.

22. Dispute resolution in relation to this Framework Agreement

22.1 In the case of a dispute arising out of, or in connection with this Framework Agreement, the Parties shall, in good faith, make every reasonable effort to communicate and cooperate with each other with a view to amicably resolving the dispute.

22.2 Where parties have exhausted the process described in **FAGP 19.1**, the parties may, by mutual agreement, nominate and refer the dispute to an adjudicator/mediator to assist in the resolution of the dispute. Parties will meet their own costs associated with such a referral, and split the costs of the

adjudicator/mediator. In appointing the adjudicator/mediator parties should agree whether or not the adjudicator's/mediator's decision is to be final and binding.

23. Dispute resolution in relation to Call-off Contracts

23.1 The Procuring Agency and the Supplier for a Call-off Contract 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.

23.2 If, after twenty-eight (28) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Procuring Agency or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this provision shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract. Arbitration proceedings shall be conducted in accordance with the rules of procedure specified in the **FA Specific Provisions**.

23.3 Notwithstanding any reference to arbitration herein,

- (a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
- (b) the Procuring Agency shall pay the Supplier any monies due the Supplier.

24. Force Majeure

24.1 The Supplier shall not be liable for 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.

24.2 For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Procuring Agency in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

24.3 If a Force Majeure situation arises, the Supplier 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 Supplier 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.

25. Assignment

25.1 Neither the Procuring Agency nor the Supplier shall assign, in whole or in part, their obligations under this Framework Agreement and Call-Off Contract, except with prior written consent of the other party

26. Change in Laws and Regulations

26.1 If after the date of 7 (seven) days prior to the date of Request for Quotation, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in the place of the Procuring Agency's Country where the Project Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Period and/or the Contract Price, then such Delivery Period and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions and/or Change in Laws and Regulations, where applicable, in accordance with the Framework Agreement.

27. Delays in the Service Providers Performance

27.1 Performance of Services shall be made by the Service Provider in accordance with the Terms & Conditions set forth in the Call Off Contracts.

27.2. If at any time during performance of the Contract, the Service Provider should encounter conditions impeding timely 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.

27.3. Except as provided under FAGP Clause 24, 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.

28. Liquidated Damages

28.1 Subject to FAGP Clause 24, if the Service Provider fails to provide the Services as per requirement/ within the period(s) specified in the Call Off 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 Call Off Contract of the delivered price of the delayed 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 Call Off Contract. Once the maximum is reached, the Procuring Agency may consider termination of the Call Off Contract pursuant to FAGP Clause 20 along with other remedies available under PCBDDA Procurement Regulations, 2024.

29. Taxes & Duties

29.1 Service Provider shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Services to the Procuring Agency.

FOR REFERENCE ONLY

Section B: Framework Agreement Specific Provisions

The following Framework Agreement Specific Provisions (FASP) shall supplement and/or amend the Framework Agreement General Provisions (FAGP). Whenever there is a conflict between the FAGP and FASP, the provisions of the FASP shall prevail.

[This section is to be completed by the Procuring agency as per the instructions provided in italicized text. The italicized text should be deleted from the final documents.]

Framework Agreement Specific Provisions	Description
FAGP 1.1 (g) Goods	This Framework Agreement relates to the purchase and supply, under a separate Call-off Contract, of <i>[insert short title that describes the type of Goods, and any Related Services]</i> . The Goods, and Related Services, are more fully described in Schedule 1: Schedule of Requirements including, where applicable: list of Goods, list of Related Services, Technical Specifications, Drawings and Inspections and Tests.
FAGP 1.1 , (k)	Multi-User Framework Agreement.
FAGP 2.2 Framework Agreement Documents	This Framework Agreement comprises the following documents: <ul style="list-style-type: none"> a. Framework Agreement, including all Sections and Schedules, and b. Letter of Bid (from Primary Procurement process)
FAGP 3.4 Supplier's Obligations	<i>[For rapidly changing technologies such as information systems (computers, software, communication technology etc.) specify that this requirement applies.]</i>
FAGP 4. Eligibility	At the present time, firms, goods and services from the following countries are excluded from this Framework Agreement as being ineligible. <i>[[insert a list of the countries to apply the restriction or state "none"].]</i>
FAGP 5.1	The Term of this Framework Agreement is three years.

Term	
FAGP 5.2 Term extension(s)	[As applicable, indicate “(the total duration of the framework agreement shall not exceed three year)
FAGP 6.1 Representatives	<p><u>Procuring Agency’s Representatives</u></p> <p>The name and contact details of the Procuring Agency’s Representative under this Framework Agreement, and the address for notices in relation to this Framework Agreement, are:</p> <p>Name:</p> <p>Title/position:</p> <p>Address:</p> <p>Phone:</p> <p>Mobile:</p> <p>E-mail:</p>
FAGP 6.1 Representatives	<p><u>Supplier’s Representatives</u></p> <p>The name and contact details of the Supplier’s Representative, for the purposes of this Framework Agreement, and the address for notices in relation to this Framework Agreement are:</p> <p>Name:</p> <p>Title/position:</p> <p>Address:</p> <p>Phone:</p> <p>Mobile:</p> <p>E-mail:</p>
FAGP 8.1 Contract Price	The Contract Price that will apply to the hiring of services under a Call-off Contract shall be the successful competitive quotation.
FAGP 9.1	The firm quoting the lowest rate in the Secondary Procurement

Evaluation Criteria for second-stage competition	against a specific RFQ shall be awarded the Call Off Contract.
FAGP 14 Notices	Procurement Agency: Procurement Directorate Punjab Central Business District Development Authority, CBD Complex, Ex Walton Airport, Lt. Navy Yasir Shaheed Road, Lahore Supplies [address]
FAGP 23.2 Dispute Resolution in relation to Call-off Contract.	Arbitration shall be conducted in accordance with the Arbitration Act, 1940 or any statutory re-enactment or repeal thereof. The seat and venue of the arbitration shall be Lahore.

FOR REFERENCE ONLY

SCHEDULE 1: Schedule of Requirements

Contents

FOR REFERENCE ONLY

SCHEDULE 2: Secondary Procurement

This Section contains the methods and the criteria that the Procuring Agency shall use to conduct a Secondary Procurement process to select a Supplier and award a Call-off Contract under this Framework Agreement. No other factors, methods or criteria shall be used other than specified in these bidding documents for the Secondary Procurement process.

FOR REFERENCE ONLY

1. Secondary Procurement method

The Secondary Procurement method(s) that apply to the selection of a Supplier for the award of a Call-off Contract under this Framework Agreement is competitive quotations through second-stage competition.

The procedure for the application of the procurement methods outlined under paragraph 1 above are the following.

1.1 Competitive quotations (second-stage competition)

The Procuring Agency will prepare a Request for Quotation (RFQ) and invite all eligible Suppliers holding a Framework Agreement that includes the services to be procured under the Call-off Contract to submit competitive quotations against the services.

The RFQ will include:

- (a) the Services to be provided
- (b) services delivery location(s)
- (c) services delivery date(s) or schedule
- (d) quantity or BOQ (if applicable)
- (e) the criteria to be applied to the evaluation of quotations
- (f) the award criteria, e.g.:
 - The Procuring Agency shall award the Call-off Contract to the Supplier whose Bid(s) has been determined to be:
 - the lowest evaluated cost.
- (g) deadline for submission of quotations
- (h) reference the Call-off Contract Terms and Conditions of supply, which are to apply to the purchase
- (i) *any other relevant information.*

2. Formation of Call-off Contract

The Procuring Agency shall confirm that the selected Supplier continues to be qualified and eligible in accordance with Framework Agreement prior to the formation of the Call-off Contract. The Call-off Contract is formed when the Procuring Agency transmits the signed Call-off Contract to the successful Supplier, a Call-off Contract for the Services and the supplier accepts the order.

3. Complaint about award of Call-off Contract

An unsuccessful Supplier may complain about the decision to award a Call-off Contract. In this case the process for making a complaint is as follows:

- a. the complaint shall be made in writing to the Procuring Agency, by the quickest means available, e.g. email.
- b. the Procuring Agency will address the complaint within a reasonable time
- c. the receipt of a complaint does not prohibit the award of the Call-off Contract, and no standstill period or pause in process shall apply.

FOR REFERENCE ONLY

SCHEDULE 3: Call-off Contract

FOR REFERENCE ONLY

Call-off Contract

Call-off Contract for the provision of services



Punjab Central Business District Development Authority

Government of the Punjab

CBD Punjab Complex, Ex Walton Airport, Lt. Navy, Yasir Shaheed Road, Lahore



WORK ORDER

P.O. NUMBER: XXXX

Date: abc

SUPPLIER M/s ABC	BILL TO Client	DELIVER TO Client
----------------------------	--------------------------	-----------------------------

S. No	Description	Qty.	Unit Rate with Tax	Total Amount
1	XYZ	123	123	123

Terms and Conditions:

1) ABC

AUTHORIZED SIGNATORY

Grand Total (Rs)

123

Terms and Conditions of Call-off Contract

All the terms and conditions of Framework Agreement shall be applicable on this Call-off Contract.

(Project Site/Final Destination)	The Project Site(s)/Final Destination(s) is/are: <i>[Insert name(s) and detailed information on the location(s) of the site(s)]</i>
Addresses for notices	<p>For notices, the Procuring Agency's address shall be:</p> <p>Attention: <i>[insert full name of person, if applicable]</i></p> <p>Street Address: <i>[insert street address and number]</i></p> <p>Floor/ Room number: <i>[insert floor and room number, if applicable]</i></p> <p>City: <i>[insert name of city or town]</i></p> <p>ZIP Code: <i>[insert postal ZIP code, if applicable]</i></p> <p>Country: <i>[insert name of country]</i></p> <p>Telephone: <i>[include telephone number, including country and city codes]</i></p> <p>Facsimile number: <i>[insert facsimile number, including country and city codes]</i></p> <p>Electronic mail address: <i>[insert e-mail address, if applicable]</i></p> <p><u>Address for notices to the Supplier:</u> <i>insert the name of officer authorized to receive notices</i> <i>[title/position]</i> <i>[department/work unit]</i> <i>[address]</i> <i>[email address]</i></p>
Settlement of Disputes	The settlement of disputes for Call-off Contracts shall be in accordance with FAGP 20.2
Contract Price	<p>The prices charged for the Goods supplied and any related Services performed <i>[insert "shall" or "shall not," as appropriate]</i> be adjustable.</p> <p>If prices are adjustable, the following method shall be used to calculate the price adjustment <i>[see attachment to Schedule 2 of the Contract for a sample Price Adjustment Formula]</i></p>

Terms of payment

Sample provision [The following are the sample terms of payment which, depending on the nature, size and complexity of the purchase, may be appropriately revised by the Procuring Agency]

[Note 1: For Goods to be supplied from abroad: At the time of the Call-off Contract, the Procuring Agency shall select one of the following options taking into considerations factors including: (i) the Call-off contract amount; (ii) the Delivery Period; (iii) the feasibility of setting up a letter of credit in a timely manner; (iv) applicable disbursement arrangements in the Financing Agreement and additional information in the Disbursement Letter; and (v) the extent to which suppliers of the subject Goods from abroad can accept alternative payment methods other than through letter of credit.

The method and conditions of payment to be made to the Supplier under this Call-off Contract shall be as follows:

1. Payment for Goods supplied from abroad:

Payment of foreign currency portion shall be made in *[insert currency of the Contract Price]* in the following manner:

[OPTION 1]

- (i) **Advance Payment:** Ten (10) percent of the Contract Price shall be paid within thirty (30) days of signing of the Contract, and upon submission of claim and a bank guarantee in the amount and currencies equal to the advance payment amount valid until the Goods are delivered and in the form provided in the Bidding document or another form acceptable to the Procuring Agency.
- (ii) **On Shipment:** Eighty (80) percent of the Contract Price of the Goods shipped shall be paid through irrevocable confirmed letter of credit opened in favor of the Supplier in a bank in its country, upon submission of concerned documents.
- (iii) **On Acceptance:** Ten (10) percent of the Contract Price of Goods received shall be paid within thirty (30) days of receipt of the Goods upon submission of claim supported by the acceptance certificate issued by the Procuring Agency.

Payment of local currency portion shall be made in *[insert currency]* within thirty (30) days of presentation of claim supported by a certificate from the Procuring Agency declaring that the Goods have been delivered and that all other contracted Services have been performed.

	<p>OR</p> <p><u>[OPTION 2]</u></p> <p>(i) Advance Payment: Twenty (20) percent of the Contract Price shall be paid within thirty (30) days of signing of the Contract, and upon submission of claim and a bank guarantee in the amount and currencies equal to the advance payment amount valid until the Goods are delivered and in the form provided in the Bidding document or another form acceptable to the Procuring Agency.</p> <p>(ii) On Shipment: Sixty (60) percent of the Contract Price shall be paid within 30 days receipt by the Procuring Agency of concerned documents.</p> <p>(iii) On delivery of the Goods at the final place of destination: Twenty (20) percent of the Contract Price shall be paid within thirty (30) days of delivery of the Goods at the final place of destination, supported by an acceptance certificate issued by the Procuring Agency and receipt of the Supplier's invoice.</p> <p>2. Payment for Goods and Services supplied from within the Procuring Agency's Country:</p> <p>Payment for Goods and Services supplied from within the Procuring Agency's Country shall be made in <i>[insert currency]</i>, as follows:</p> <p>(i) Advance Payment: Ten (10) percent of the Contract Price shall be paid within thirty (30) days of signing of the Contract against a simple receipt and a bank guarantee for the equivalent amount and in the form provided in the Bidding document or another form acceptable to the Procuring Agency.</p> <p>(ii) On Delivery: Eighty (80) percent of the Contract Price shall be paid on receipt of the Goods and upon submission of the concerned documents.</p> <p>(iii) On Acceptance: The remaining ten (10) percent of the Contract Price shall be paid to the Supplier within thirty (30) days after the date of the acceptance certificate for the respective delivery issued by the Procuring Agency.</p>
<p>Interest due for late payment</p>	<p>The payment-delay period after which the Procuring Agency shall pay interest to the supplier shall be <i>[insert number]</i> days.</p> <p>The interest rate that shall be applied is <i>[insert number]</i> %</p>
<p>Performance</p>	<p>A Performance Security (or Guarantee) <i>[insert "shall" or "shall</i></p>

<p>Security (or Guarantee)</p>	<p>not”] be required.</p> <p><i>[If a Performance Security (or Guarantee) is required, insert “The amount of the Performance Security (or Guarantee) shall be:” [insert amount]</i></p> <p><i>[The amount of the Performance Security (or Guarantee) is usually expressed as a percentage of the Contract Price. The percentage varies according to the Procuring Agency’s perceived risk and impact of non-performance by the Supplier. A 10% percentage is used under normal circumstances]</i></p>
<p>Inspections and tests</p>	<p>The inspections and tests shall be: <i>[insert: “as per the Framework Agreement Schedule 1: Schedule of Requirements”, or if different or additional state the nature, frequency, procedures for carrying out the inspections and tests]</i></p>

Liquidated damages

The liquidated damage shall be *[insert % number]* per week.

The maximum amount of liquidated damages shall be *[insert % number]*.

1.1 Warranty

1.2 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.

1.3 The Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.

1.4 The warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Call Off Contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the country of origin, whichever period concludes earlier.

1.5 The Procuring Agency shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Procuring Agency shall afford all reasonable opportunity for the Supplier to inspect such defects.

1.6 Upon receipt of such notice, the Supplier shall, within the period specified in the SCC, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Procuring Agency.

1.7 If having been notified, the Supplier fails to remedy the defect within the period specified in the SCC, the Procuring Agency may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Procuring Agency may have against the Supplier under the Contract.

1.8 The period of validity of the Warranty shall be *[insert number]* days.

1.9 For purposes of the Warranty, the place(s) of final destination(s) shall be:

[insert name(s) of location(s)].

1. The warranty period shall be _____ hours of operation or _____ months from date of inspection of Goods, whichever occurs earlier. The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the Contract. If, for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall, at its discretion, either:

(a) make such changes, modifications, and/or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests.

(b) pay liquidated damages to the Procuring Agency with respect to the failure to meet the contractual guarantees. The rate of these liquidated damages shall be (_____)

PROCUREMENT DOCUMENT



**Hiring of Firms for Branded
Marketing Merchandize under
Open Framework Agreement with
Second-Stage Competition**

**Punjab Central Business District
Development Authority
July, 2024**

Invitation to Bid

1. The Punjab Central Business District Development Authority hereby invites Branded Marketing Merchandize Production firms to become a party to this Open Framework Agreement as per the terms of regulation 55 of the PCBDDA Procurement Regulations, 2024. The objective of this Open Framework Agreement is to cater/hire on-demand provision of services as described in Schedule IV – Schedule of Requirements through subsequent Call-off Procedure through Second Stage Competition.
2. Bidding Document, in the English language, can be purchased by the interested Bidders on the submission of a written application to the addressee below and upon payment of a non-refundable fee of Pak Rs. 25,000/- which shall be submitted in the form of Pay Order / CDR in favor of **“Punjab Central Business District Development Authority.”**
3. Bids must be delivered to the addressee below on or before July 25, 2024, **at 1100 Hours**. Interested eligible Bidders may obtain further information from *Punjab Central Business District Development Authority* at the address given below from office hours of 0900 to 1700 hours.
4. Bidding Documents are immediately available from the date of publication. *Punjab Central Business District Development Authority* will not be responsible for any cost or expense incurred by Bidders in connection with the preparation or delivery of Bids. The Bidding document carrying all details can also be downloaded from PCBDDA’s website www.cbdpunjab.gov.pk for information only.

Director Procurement
PUNJAB CENTRAL BUSINESS DISTRICT DEVELOPMENT AUTHORITY
CBD Punjab Complex (Ex Walton Airport) Lt (Navy), Yasir Shaheed Road,
Lahore, Email: procurement@cbdpunjab.gov.pk

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FOR REFERENCE ONLY

Part 1 - Bidding Documents

FOR REFERENCE ONLY

Section I -. Instructions to Bidders (ITB)

A. General	
1. Scope of Bid	1.1 The Punjab Central Business District Development Authority (PCBDDA) invites Bids against Tender ID no. PCBDDA/PRO/TENDER/2024-25/01 for the provision of services as specified in the Section-IV Schedule of requirements (Scope of work) for the period, timeline(s) and destination as stated in the Bid Data Sheet (BDS).
2 Definitions	2.1 Throughout this set of Bidding Documents: <ul style="list-style-type: none">a) "in writing" means communicated in written form (e.g. by mail, e-mail, fax, including any other electronic means if specified in the BDS) with proof of receipt;b) if the context so requires, "singular" means "plural" and vice versa;c) "Day" means calendar day, unless otherwise specified.d) "Business Day" means an official working day of the Procuring Agency. It excludes official public holidays;e) "Bid" means a Bid made in response to an invitation, an indicative submission in accordance with the respective regulation of the PCBDDA Procurement Regulations 2024 and where it is made in response to a RFQ under Secondary Procurement Process, a quotation including the bid price".f) "Bidder" refers to any person that submits a Bid in response to an Invitation to Bid issued by the Punjab Central Business District Development Authority (PCBDDA);).g) "Call-off Order" means a Purchase / Work Order awarded, under Open Framework Agreement, through a Secondary Procurement process, for the provision of services;h) "Open Framework Agreement" means an agreement in terms of regulation 55 of the PCBDDA Procurement Regulations 2024;

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| | <ul style="list-style-type: none">i) "Delivery Period" is the specified period from the date of formation of a Call-off order for provision of the Good or Related Service, as per the applicable terms and conditions.j) "Framework Agreement (FA)" means a contractual arrangement which allows a procuring agency to procure goods, services or works that are needed continuously or repeatedly at agreed terms and conditions over an agreed period of time, through placement of a number of orders;k) "Goods" means all goods, materials or items that the FA Supplier is required to supply to the Procuring Agency under a Call-off Contract placed under a Framework Agreement. Details of such Goods and related services are set out as a part of the Framework Agreement and particularly described in a Call-off Contract. Where appropriate, for the purpose of interpretation, the definition for Goods;l) "Multi-Supplier Framework Agreement" means where more than one Bidder (Supplier) concludes a Framework Agreement;m) "person" means any individual, corporation, partnership, joint venture, association, organization, or any other entity, whether incorporated or unincorporated, that is capable of entering into binding contracts under the laws of Pakistan;.n) "Procuring Agency" means Punjab Central Business District Development Authority;o) "successful bidder" means the Bidder whose Bid has been evaluated and determined by the Procuring Agency as meeting the requirements and criteria set forth in the Bidding Documentsp) "Regulations" means PCBDDA Procurement Regulations 2024 unless otherwise provided;q) "Primary Procurement Process" means the procurement process that results in concluding a Framework Agreement(s) with successful Bidder(s);r) "Secondary Procurement Process" means the |
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process described in the Framework Agreement and followed by a Procuring Agency to select a FA Supplier, and award a Call-off Contract for the provision of goods & services that is in accordance with regulation 56 of the PCBDDA Procurement Regulations 2024;

- s) "Single-Supplier Framework Agreement" means a Framework Agreement where only one Bidder (Supplier) concludes a Framework Agreement;
- t) "successful bidder" means the Bidder whose Bid has been evaluated and determined by the Procuring Agency as meeting the requirements and criteria set forth in the Bidding Documents which may result in the formation of a Framework Agreement;
- u) "FA Supplier" means a Bidder that has concluded a Framework Agreement through the Primary Procurement process may be considered for the award of a Call-off Contract (through Secondary Procurement Process), to provide the services as and when required through Call-off Contract;
- v) "Standstill Period" means means a period of seven days starting from the dispatch of a notice as required by regulation 35 during which the Authority cannot accept the successful bid and during which suppliers or contractors can challenge the decision.
- w) "Term" means the duration of a Framework Agreement starting on the Commencement Date;
- x) "Coercion" means where a supplier or contractor impairs or harms, or threatens to impair or harm, directly or indirectly, any party to the procurement proceedings or the property of the party to influence its actions to achieve a wrongful gain or to cause a wrongful loss;
- y) "Collusive Practice" means an arrangement between two or more suppliers or contractors to the procurement process or procurement contract, designed to achieve with or without

	<p>the knowledge of the Authority to establish prices at artificial, non-competitive levels for any wrongful gain;</p> <p>z) “Corrupt Practice” means where the supplier or contractor offers, gives, receives or solicits, directly or indirectly, anything of value to influence the acts of another party for wrongful gain;</p> <p>aa) “Fraudulent Practice” means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;</p> <p>bb) “Obstructive Practice” means where a supplier or contractor harms or threatens to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a procurement contract or deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements before the Authority 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 any rights provided for under the regulations.</p>
<p>3 Fraud and Corruption</p>	<p>3.1 The Procuring Agency requires that the Applicants / Bidders / Suppliers / Contractors, observe the highest standard of ethics during the procurement and execution of such agreements and contracts.</p> <p>3.2 The Bidders shall permit and shall cause their agents (whether declared or not), sub-contractors, sub-consultants, service providers, suppliers, and their personnel, to permit the Procuring Agency to inspect all accounts, records and other documents relating to any, Application / Bid submission, Primary Procurement process, Framework Agreement performance, Secondary</p>

	<p>Procurement process, and/or Call-off Contract performance (in the case of award of a Call-off Contract), and to have them audited by auditors appointed by the Procuring Agency.</p> <p>3.3 Any communications between the Bidder and the Procuring Agency related to matters of alleged corrupt and fraudulent practices must be made in writing or in electronic forms that provide record of the content of communication.</p> <p>3.4 Procuring Agency will reject a bid or proposal, if it is established that the Applicant or the Bidder was engaged in corrupt and fraudulent practices in competing for the contract. Procuring Agency may also declare the Bidder as blacklisted in accordance with PCBDDA Procurement Regulations 2024.</p>
<p>4 Eligible Bidders</p>	<p>4.1 A Bidder shall not have a conflict of interest. Any Bidder found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest for the purpose of this Bidding process, if the Bidder:</p> <ul style="list-style-type: none"> a) directly or indirectly controls, is controlled by or is under common control with another Bidder; b) receives or has received any direct or indirect subsidy from another Bidder; c) has the same legal representative as another Bidder; d) has a relationship with another Bidder, directly or through common third parties, that puts it in a position to influence the Bid of another Bidder, or influence the decisions of the Procuring Agency regarding this Primary Procurement process; e) or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Services that are the subject of the Bid; f) or any of its affiliates has been hired (or is proposed to be hired) by the Procuring Agency or Procuring Agency or Borrower in implementing the Framework Agreement or a Call-off Contract; or g) would be providing Goods, works, or non-consulting services resulting from, or directly related to consulting services for the

	<p>preparation or implementation of the project specified in Scope of work.</p> <p>h) that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or</p> <p>i) has a close business or family relationship with a professional staff of the Procuring Agency (or of the project implementing agency, or of a recipient of a part of the funds) who:</p> <p>j) are directly or indirectly involved in the preparation of the Prequalification Documents or Bidding Documents or specifications of the Framework Agreement or Call-off Contract and/or the Prequalification or Bid evaluation process of such Contract; or</p> <p>k) would be involved in the implementation or supervision of such Framework Agreement or Call-Off Contract, unless the conflict stemming from such relationship has been resolved throughout the Procurement Process, Bidding process during the execution of the Framework Agreement and/or Call-off Contract.</p>
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B. Contents of the Bidding Documents

FOR REFERENCE

<p>5 Sections of Bidding Documents</p>	<p>5.1 The Bidding documents consist of Parts 1 and 2 which include all sections, schedules, annexes and should be read in conjunction with any addenda issued in accordance with ITB 7.</p> <p>PART 1 - Bidding Procedures</p> <p>Section I - Instructions to Bidders (ITB)</p> <p>Section II - Bidding Data Sheet (BDS)</p> <p>Section III - Evaluation Criteria</p> <p>Section IV - Schedule of Requirements</p> <p>Section V – Bidding Forms</p> <p>PART 2 - Framework Agreement (FA)</p> <p>Section A: Framework Agreement General Provisions</p> <p>Section B: Framework Agreement Specific Provisions</p> <p>SCHEDULE 1: Schedule of Requirements</p> <p>SCHEDULE 2: Secondary Procurement Process</p> <p>SCHEDULE 3: Call-off Contract</p> <p>SCHEDULE 4: Secondary Procurement Forms</p> <p>5.2 Unless obtained directly from the Procuring Agency, the Procuring Agency is not responsible for the completeness of the documents, responses to requests for clarification, the Minutes of the pre-Bid meeting (if any), or addenda to the Bidding documents in accordance with ITB 6. In case of any contradiction, documents obtained directly from the Procuring Agency shall prevail.</p> <p>5.3 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding documents and to furnish with its Bid all information or documentation as is required by the Bidding documents.</p>
<p>6 Clarification of Bidding Documents</p>	<p>6.1 A Bidder requiring any clarification of the Bidding Documents shall contact the Procuring Agency in writing at the Procuring Agency’s address specified in the BDS. The Procuring Agency will respond in writing to any request for clarification, provided that such request is received prior to the deadline for submission of Bids within a period</p>

	<p>specified in the BDS. The Procuring Agency shall forward copies of its response to all Bidders who have acquired the Bidding documents., including a description of the inquiry but without identifying its source. If so specified in the BDS, the Procuring Agency shall also promptly publish its response at the web page identified in the BDS. Should the clarification result in changes to the essential elements of the Bidding documents, the Procuring Agency shall amend the Bidding documents following the procedure under ITB 7 and in accordance with provisions of ITB 18.2,</p> <p>6.2 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.</p> <p>6.3 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 been prequalified and 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 7. Non-attendance at the pre-Bid meeting will not be a cause for disqualification of a Bidder.</p>
<p>7 Amendment of Bidding Documents</p>	<p>7.1 At any time prior to the deadline for submission of Bids, the Procuring Agency may amend the Bidding documents by issuing addenda.</p> <p>7.2 Any Addendum issued shall be part of the Bidding documents and shall be communicated in writing to all who have obtained the Bidding documents from the Procuring Agency. The Procuring Agency shall also promptly publish the addendum on the Procuring Agency's web page in accordance with ITB 7.1</p>

	<p>Provided that a Bidder who had either already submitted their Bids or handed over the Bids to the courier prior to the issuance of any such addendum shall have the right to withdraw his already filed Bid and submit the revised Bid prior to the original or extended Bid submission deadline.</p> <p>7.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Procuring Agency may, at its discretion, extend the deadline for the submission of Bids, pursuant to ITB 18.2.</p> <p>Provided that the Procuring Agency shall extend the deadline for submission of Bid, if such an addendum is issued within last three (03) days of the Bid submission deadline.</p>
C. Preparation of Bids	
8 Cost of Bidding	<p>8.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid. 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>
9 Language of Bid	<p>9.1 The Bid as well as all correspondence and documents relating to the bid exchanged by the bidder and the Procuring Agency, shall be written in the English. Supporting documents and printed literature that are part of the Application may be in another language, provided they are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Application, the translation shall be given preference.</p>
10 Documents Comprising the Bid	<p>10.1 The Bid shall comprise the following:</p> <ul style="list-style-type: none"> a) Letter of Bid prepared in accordance with ITB 11. b) Authorization: written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 11. c) any other documents required in the BDS. <p>10.2 In addition to the requirements under ITB 5, Bids submitted by a JV shall include a copy of the Joint Venture agreement entered into by all members.</p>

	<p>10.3 The Bidder shall furnish in the Letter of Bid information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Bid.</p>
11 Letter of Bid	<p>11.1 The Letter of Bid shall be prepared using the relevant forms furnished in Section V (Bidding Forms). The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITB 16.3. All blank spaces shall be filled in with the information requested.</p>
12 Currencies of Bid and Payment	<p>12.1 Under the Secondary Procurement, the currency of the Bid and the currency of payments shall be the same. The Bidder shall quote in the Pak Rupees, unless otherwise specified in the BDS.</p>
13 Documents Establishing the Conformity of Goods	<p>13.1 To establish the conformity of the Goods and Related Services to the Bidding documents, the Bidder shall furnish as part of its Bid the documentary evidence that the Goods conform to the technical specifications and standards specified in Section IV (Schedule of Requirements).</p> <p>13.2 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to the technical specification, and if applicable, a statement of deviations and exceptions to the provisions of the Section IV (Schedule of Requirements).</p> <p>13.3 The Bidder shall also furnish a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period specified in the BDS following acceptance of the Goods by the Procuring Agency (if a Call-off Contract is awarded to the FA Supplier).</p> <p>13.4 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Procuring Agency in the Schedule of</p>

	<p>Requirements, are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Procuring Agency's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Section IV (Schedule of Requirements).</p>
<p>14 Documents Establishing the Eligibility and Qualifications of the Bidder</p>	<p>14.1 To establish Bidder's eligibility in accordance with ITB 4, Bidders shall complete the Letter of Bid, included in Section V (Bidding Forms).</p> <p>14.2 The Bidder shall provide documentary evidence of its qualifications to conclude a Framework Agreement and/or perform any Call-off Contracts if awarded, to the satisfaction of the Procuring Agency. This evidence shall include:</p> <p><u>(a)</u> if required in the BDS, a Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the form included in Section V (Bidding Forms) to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in the Procuring Agency's Country;</p> <p><u>(b)</u> if required in the BDS, in case of a Bidder not doing business within the Pakistan (or where the procurement is being made), the Bidder is, or will be, (if awarded the call off contract) represented by an Agent in the country, equipped and able to carry out the Supplier's maintenance, repair, and spare parts stocking obligations in respect of the Goods.</p>
<p>15 Period of Validity of Bids</p>	<p>15.1 Bids / Quotations shall remain valid for the Bid Validity period specified in the individual RFQs. The Bid Validity period starts from the date fixed for the Bid submission deadline (as prescribed by the Procuring Agency in accordance with ITB 18.1). A Bid valid for a shorter period shall be rejected by the Procuring Agency as non-responsive.</p> <p>15.2 In exceptional circumstances, prior to the expiration of the Bid validity period, the Procuring Agency may request Bidders to extend the period of validity of their Bids only</p>

	<p>once. The request and the responses shall be made in writing. A Bidder may refuse the request to extend the validity of their bids. A Bidder granting the request shall not be required or permitted to modify its Bid.</p>
<p>16 Format and Signing of Bid</p>	<p>16.1 The Bidder shall prepare one original of the documents comprising the Bid as described in ITB 10 and clearly mark it "ORIGINAL." In addition, the Bidder shall submit the number of copies of the Bid, as specified in the BDS and clearly mark them "COPY." In the event of any discrepancy between the original and the copies, the original shall prevail.</p> <p>16.2 Bidders shall mark as "CONFIDENTIAL" information in their Bids which is confidential to their business. This may include proprietary information, trade secrets, or commercial or financially sensitive information.</p> <p>16.3 The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person 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 where entries or amendments have been made shall be signed or initialed by the person signing the Bid.</p> <p>16.4 In case the Bidder is a JV, the Bid shall be signed by an authorized representative of the JV on behalf of the JV, and so as to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized representative.</p>
<p>D. Submission and Opening of Bids</p>	
<p>17 Sealing and Marking of Bids</p>	<p>17.1 The Bidder shall deliver the Bid in a single, sealed envelope. Within the single envelope, the Bidder shall place the following separate, sealed envelope:</p> <p>(a) in an envelope marked "ORIGINAL", all documents comprising the Bid, as described in ITB 10; and</p>

	<p>(b) in an envelope marked "COPIES", all required copies of the Bid; and,</p> <p>17.2 The inner and outer envelopes, shall:</p> <ul style="list-style-type: none"> (a) bear the name and address of the Bidder; (b) be addressed to the Procuring Agency as specified in BDS; (c) bear the specific identification of this Bidding process indicated in ITB 1.1; and (d) bear a warning not to open before the time and date for Bid opening. <p>17.3 If all envelopes are not sealed and marked as required, the Procuring Agency will assume no responsibility for the misplacement or premature opening of the Bid.</p>
<p>18 Deadline for Submission of Bids</p>	<p>18.1 Bids must be received by the Procuring Agency at the address and no later than the date and time specified in the BDS.</p> <p>18.2 If required in accordance with the provisions of ITB 6.3, the Procuring Agency will extend the deadline for the submission of Bids, in which case all rights and obligations of the Procuring Agency and the Bidder subject to the previous deadline shall thereafter be subject to the deadline as extended.</p>
<p>19 Late Bids</p>	<p>19.1 The Late Bids shall be processed as per the PBCDDA Procurement Regulations, 2024.</p>
<p>20 Withdrawal, Substitution, and Modification of Bids</p>	<p>20.1 A Bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization (the power of attorney) in accordance with ITB 16.3, (except that withdrawal notices do not require copies). The corresponding substitution or modification of the Bid must accompany the respective written notice. All notices must be:</p> <ul style="list-style-type: none"> (a) prepared and submitted in accordance with ITB 16 and ITB 17 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be

	<p>clearly marked "WITHDRAWAL," "SUBSTITUTION," or "MODIFICATION;" and</p> <p>(b) received by the Procuring Agency prior to the deadline prescribed for submission of Bids, in accordance with ITB 18.</p> <p>20.2 Bids requested to be withdrawn in accordance with ITB 20.1 shall be returned unopened to the Bidders.</p> <p>20.3 No Bid may be withdrawn, substituted, or modified 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 Letter of Bid or any extension thereof.</p>
<p>21 Maximum Number of parties to Framework Agreement</p>	<p>21.1 A maximum of Fifteen (15) parties can become part of the Open Framework Agreement at a time.</p> <p>21.2 If a Framework Agreement with any party is terminated within the course of the Contract, then applications from potential applicants shall be considered to become party to Open Framework Agreement.</p>
<p>E. Evaluation and Comparison of Bids</p>	
<p>22 Confidentiality</p>	<p>22.1 Information relating to the evaluation of Bids and recommendation to conclude a Framework Agreement(s), shall not be disclosed to Bidders or any other persons not officially concerned with the Bidding process until the Notification of Intention to conclude the Framework Agreement is transmitted to all Bidders in accordance with ITB 31.1.</p> <p>22.2 Any effort by a Bidder to influence the Procuring Agency in the evaluation or decision to conclude a Framework Agreement(s) may result in the rejection of its Bid.</p> <p>22.3 Notwithstanding ITB 22.2, from the time of Bid opening to the time of the Framework Agreement being concluded, if any Bidder wishes to contact the Procuring Agency on any matter related to the Bidding process, it should do so in writing.</p>
<p>23 Clarification of Bids</p>	<p>23.1 To assist in the examination, evaluation, comparison of Bids, and qualification of</p>

	<p>Bidders, the Procuring Agency may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder in respect to its Bid and that is not in response to a request by the Procuring Agency shall not be considered. The Procuring Agency's request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease, in the substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of errors discovered by the Procuring Agency in the Evaluation of the Bids.</p> <p>23.2 If a Bidder does not provide clarifications of its Bid by the date and time set in the Procuring Agency's request for clarification, its Bid may be rejected.</p>
<p>24 Deviations, Reservations, and Omissions</p>	<p>24.1 During the evaluation of Bids, the following definitions apply:</p> <ul style="list-style-type: none"> (a) "Deviation" is a departure from the requirements specified in the Bidding documents; (b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding documents; and (c) "Omission" is the failure to submit part or all of the information or documentation required in the Bidding documents.
<p>25 Determination of Responsiveness</p>	<p>25.1 The Procuring Agency's determination of a Bid's responsiveness is to be based on the contents of the Bid itself, as defined in ITB 10.</p> <p>25.2 A substantially responsive Bid is one that meets the terms and conditions, and the requirements of the Bidding documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:</p> <ul style="list-style-type: none"> (a) If accepted, would: <ul style="list-style-type: none"> (i) affect in any substantial way the scope, quality, or performance of the Services specified in the Framework Agreement; or

	<p>(ii) limit in any substantial way, inconsistent with the Bidding documents, the Procuring Agency's rights or the Bidder's obligations under the Framework Agreement; or</p> <p>(b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive Bids.</p> <p>25.3 The Procuring Agency shall examine the Bids submitted in accordance with ITB 13 and ITB 14, in particular, to confirm that all requirements of Section IV (Schedule of Requirements) have been met without any material deviation or reservation, or omission.</p> <p>25.4 If a Bid is not substantially responsive to the requirements of Bidding documents, it shall be rejected by the Procuring Agency and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.</p>
<p>26 Non-conformities, Errors and Omissions</p>	<p>26.1 Provided that a Bid is substantially responsive, the Procuring Agency may waive any minor non-conformities in the Bid.</p> <p>1.1 Provided that a Bid is substantially responsive, the Procuring Agency may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify non-material non-conformities or omissions in the Bid related to documentation requirements. Such omission shall not be related to any such aspect that apparently or potentially affects the ranking of the Bidder or the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.</p>
<p>27 Evaluation of Bids</p>	<p>27.1 The Procuring Agency shall use the criteria and methodologies listed in this ITB and Section III - Evaluation Criteria in deciding to conclude a Framework Agreement(s). No other evaluation criteria or methodologies shall be permitted.</p>
<p>28 Qualification of the Bidder(s)</p>	<p>28.1 The Procuring Agency may ask the Bidders to establish that their qualification still establishes as determined during prequalification process,</p>

	and ask for any documentary evidence for such assurance. A negative determination shall result in disqualification of the Bid.
29 Procuring Agency's Right to Accept or Reject All Bids	29.1 The Procuring Agency reserves the right to accept or reject all the Bids, and to annul the Bidding process at any time, without thereby incurring any liability to the Bidders.
30 Standstill Period	30.1 The Framework Agreement(s) shall not be concluded earlier than the expiry of the Standstill Period. The Standstill Period shall be seven (7) Days. The Standstill Period commences the day after the date the Procuring Agency has transmitted to each Bidder the Notification of Intention to Conclude a Framework Agreement. Where only one Bid is submitted, or if this Primary Procurement process is in response to an emergency, the Standstill Period shall not apply.
31 Notification of Intention to Conclude a Framework Agreement	31.1 The Procuring Agency shall send to each successful bidder, the Notification of Intention to Conclude a Framework Agreement. The Notification(s) of Intention to Conclude shall contain, at a minimum, the following information: <ul style="list-style-type: none"> (a) the name and address of the Bidder(s) submitting the successful Bid(s); (b) the names of all Bidders who submitted Bids, and their Bid prices, or pricing mechanism(s), as readout, and as evaluated; (c) a statement of the reason(s) the Bid (of the unsuccessful Bidder to whom the Notification on Intention to Conclude a Framework Agreement(s) is addressed) was unsuccessful; (d) the expiry date of the Standstill Period; (e) instructions on how to request a debriefing and/or submit a complaint during the Standstill Period.
F. Conclusion of a Framework Agreement	
32 Notification to Conclude a Framework Agreement	32.1 This is an Open Framework Agreement.

	<p>32.2 Prior to the expiration of the Bid Validity Period and upon expiry of the Standstill Period, specified in ITB 30.1 or any extension thereof, and upon satisfactorily addressing a complaint that has been submitted within the Standstill Period, the Procuring Agency shall transmit to the successful Bidder(s) a Notification to Conclude a Framework Agreement, attaching the Framework Agreement for signature by the Bidder.</p>
<p>33 No Obligation to Purchase</p>	<p>33.1 The conclusion of a Framework Agreement shall not impose any obligation on the Procuring Agency to procure any services under the Framework Agreement.</p>
<p>34 Non-exclusivity</p>	<p>34.1 This Primary Procurement process is non-exclusive, and the Procuring Agency reserves the right to procure the Services from other suppliers who are not FA Suppliers.</p>
<p>35 Signing the Framework Agreement</p>	<p>35.1 The Bidder shall sign, date and return the Framework Agreement within fifteen (15) days of receipt of the same.</p>
<p>36 Publication of the Conclusion of Framework Agreement Notice</p>	<p>36.1 Within ten (10) Days of transmission to the successful Bidder(s) of the Notification(s) to Conclude a Framework Agreement(s) as per ITB 32.1, the Procuring Agency shall publish the Conclusion of Framework Agreement Notice which shall contain, , the following information:</p> <ul style="list-style-type: none"> (a) name and address of the Procuring Agency, and if applicable, all participating Procuring Agencies; (b) name and reference number of the Framework Agreement being concluded, and the selection method used; (c) names of all Bidders that submitted Bids, and as evaluated; (d) names of all Bidders whose Bids were rejected either as nonresponsive or as not meeting qualification criteria, or were not evaluated, with the reasons therefor; and

		(e) the name(s) of the successful Bidder(s), the duration of Framework Agreement(s), and a summary of its scope.
37 Grievance Mechanism	Redressal	<p>37.1 Procuring agency shall constitute a Grievance Redressal Committee (GRC) comprising of odd number of person with proper power and authorization to address the complaint. The GRC shall not have any of the members of Procurement Evaluation Committee.</p> <p>37.2 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 Regulation 26, and the same shall be addressed by the GRC well before the proposal submission deadline.</p> <p>37.3 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 Regulation and the same shall be addressed by the GRC well before the proposal submission deadline.</p> <p>37.4 Any Bidder feeling aggrieved by the Evaluation results shall lodge a written complaint within 03 days of the announcement of evaluation results. In case, the complaint is filed after the issuance of the final evaluation report during the standstill period, the complainant cannot raise any objection on technical evaluation of the report.</p> <p>37.5 The GRC shall investigate and decide upon the complaint within fifteen days of receipt of the complaint. Mere fact of lodging of a complaint shall not warrant suspension of the procurement process.</p>
38 Addition of Parties to the Framework Agreement		<p>38.1 The suppliers or contractors may apply to become a party or parties to the framework agreement at any time during its operation by presenting indicative submissions to the Procuring Agency in compliance with the requirements of the invitation to become a party to the open framework agreement.</p> <p>38.2 The Procuring Agency shall examine all indicative submissions received during the period of operation of the framework agreement within a maximum of forty-five (45) working days in accordance with the procedures set out in the</p>

	<p>invitation to become a party to the open framework agreement.</p> <p>38.3 The framework agreement shall be concluded with all qualified suppliers or contractors that presented submissions unless their submissions have been rejected on the grounds specified in the invitation to become a party to the open framework agreement or the maximum limit of qualified suppliers or contractors has been reached.</p> <p>38.4 The Completion period of framework agreement shall be in accordance with original Framework agreement.</p> <p>38.5 Maximum numbers of Framework agreement against each lot as defined in ITB 21.</p>
G. Secondary Procurement Process for awarding a Call-off Contract	
39 Method and criteria for award of Call-off Contract	<p>39.1 The Secondary Procurement method for selecting an FA Supplier and awarding a Call-off Contract is detailed in the Framework Agreement (see Schedule 2: Secondary Procurement).</p> <p>39.2 To participate in a Secondary Procurement and be awarded a Call-off Contract, FA Suppliers must maintain their qualification and eligibility, and shall continue to meet the criteria stipulated in these Bidding Documents.</p> <p>39.3 At the Secondary Procurement stage and during the award of a Call-off Contract, the Procuring Agency may request evidence of the FA Supplier's continued qualification and eligibility.</p>
H. Blacklisting Mechanism	
40 Blacklisting Mechanism	<p>40.1 The Authority may, for a specified period or permanently, debar and blacklist a supplier or contractor from participating in any procurement process of the Authority, if the supplier or contractor:</p> <ul style="list-style-type: none"> a. acts in a manner detrimental to the public interest or good practices; b. consistently fails to perform its obligations under the Framework Agreement c. provides false, fabricated or materially incorrect information. <p>40.2 The Authority may, on its own motion, or information provided by any party carry out an</p>

	<p>enquiry to determine, whether there is sufficient cause for blacklisting a supplier or contractor.</p> <p>40.3 Where the Authority is <i>prima facie</i> satisfied that such a cause exists based on its enquiry, it shall serve a show-cause notice to the supplier or contractor containing the precise allegation, the maximum penalty that the Authority intends to impose and the time within which the supplier or contractor is required to submit its reply which shall not be less than seven (7) days from the date of issuing the show cause notice.</p> <p>40.4 Irrespective of whether the supplier or contractor submits its defence to the show-cause notice, the Authority shall conduct a hearing giving the supplier or contractor to explain its position. Notice of hearing shall be given in writing containing the date, time and venue of hearing which shall not be less than seven (7) days from the date of issuing the notice of hearing.</p> <p>40.5 The Authority shall decide the matter within fifteen (15) days of hearing giving reasons for its decision. The Authority may either drop the charges against the supplier or contractor or impose any of the following punishments:</p> <ol style="list-style-type: none"> a. blacklisting; b. temporary debarment from participation in procurement proceedings; <p>40.6 The blacklisting and debarment will apply to the procurement carried out by the Authority.</p> <p>40.7 Nothing contained in this paragraph shall restrict the right of the Authority to communicate its decision to any other procuring entity, regulator or authority established by or under the law for publication of the blacklisting or debarment order on its website and for passing of appropriate orders to blacklist or debar the supplier or contractor from participating.</p>
<p>41 Party to Open Framework Agreement</p>	<p>41.1 The Procuring Agency may publish, after specified period mentioned in the BDS, invitation to become a party to the open framework agreement and shall in addition ensure unrestricted, direct and full access to the terms and conditions of the framework agreement and to any other necessary information relevant to its operation.</p>

Section II - Bid Data Sheet (BDS)

The following specific data for the Services to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions in the **BDS** shall prevail over those in ITB.

ITB 1.1	<p>Procurement Title: Hiring of Branded Marketing Merchandize Production Firms under Open Framework Agreement.</p> <p>Term of Framework Agreement The Framework Agreement shall be for a Term of Three (03) years from the commencement date stated in the Framework Agreement.</p>
ITB 1.1	<p>Final Destination/s (Project Sites) will be specified in each Call-off Contract awarded under the Framework Agreement. If the final destination is different from the named place of destination for delivery, the Procuring Agency will pay the Supplier the reasonable costs for inland transportation.</p>
ITB 1.2 (j) & 21	<p>Multi-Supplier Framework Agreement This Primary Procurement intends to conclude a Multi-Supplier Framework Agreement. <u>Framework Agreement panel – minimum number (3)</u> The Procuring Agency intends to conclude a Framework Agreements with a minimum number of Bidders for each Lot. The minimum number for each lot is three (03). <u>Framework Agreement panel – maximum number (15)</u> The Procuring Agency, will conclude Framework Agreements for each Lot up to a maximum number of (15) qualified bidders with substantially responsive bids. The top ten firms scoring the most marks shall be made part of the Framework Agreement Panel.</p>
ITB 5.1	<p>For clarification of Bid purposes only, the Procuring Agency's address is:</p> <p>Director Procurement PUNJAB CENTRAL BUSINESS DISTRICT DEVELOPMENT AUTHORITY CBD Complex (Ex Walton Airport) Lt (Navy), Yasir Shaheed Road, Lahore Telephone: 042-99058800 Email: procurement@cbdpunjab.gov.pk</p> <p>Requests for clarification should be received by the Procuring Agency no later than: three (03) Days before the deadline for submission of Bids.</p>
ITB 5.2	Pre-Bid meeting will not be held.
ITB 11.1	The Currency in Secondary Procurement is Pakistani Rupees.
ITB 14.1	The Bid validity period in Secondary Procurement shall be Ninety (90) days.
ITB 16.1	In addition to the original of the Bid, the number of copies to be delivered to the Procuring Agency is Nil copies.
ITB 16.3	The written confirmation of authorization to sign on behalf of the Bidder shall be as per Bid Form 4.
ITB	For Bid submission purpose only, the Procuring Agency's address is: <i>[This</i>

18.1

address may be the same as or different from that specified under ITB 5.1 for clarifications]

Director Procurement

PUNJAB CENTRAL BUSINESS DISTRICT DEVELOPMENT AUTHORITY

CBD Complex (Ex Walton Airport) Lt (Navy), Yasir Shaheed Road, Lahore

Telephone: 042-99058800

Email: procurement@cbdpunjab.gov.pk

FOR REFERENCE ONLY

Section III - Evaluation and Qualification Criteria

MANDATORY CRITERIA

- Registration with FBR with ATL
- Audited Financial Statements of Last Financial Year i.e. FY 2023. Income Tax Returns in case of Sole Proprietor or AOP.
- Minimum four (04) years of existence of the firm. (To be calculated from date of registration of firm from a relevant body)
- Undertaking on a stamp paper of Rs. 300 firm is not blacklisted, correctness of information and pending litigation.

Note: Firm / Company not fulfilling the mandatory criteria will be characterized as **NOT-ELIGIBLE** and will not participate in the further evaluation process.

TECHNICAL EVALUATION CRITERIA

- **General Experience (20 Marks)**

S. No.	No of years' existence (Incorporation of firms from relevant authority in number of years) (Attach Evidence)	Total Marks 20
1	4 years to 5 years	05
2	5 years to 6 years	10
3	6 years to 7 years	15
4	7 years or more	20

- **Specific Experience (60 Marks)**

Sr. No.	Experience of Similar Assignments (Supply of Branded Pens, Mugs, Diaries, Keychains, Card Holders etc.) (The applicant must attach Purchase Orders, Contracts or Performance Certificates for verifications)	Total Marks 60
1	Maximum fifteen (15) Government / Semi Government / Corporate / Private Sector Clients (04 marks for each assignment)	60

- **Average Annual Turnover in PKR of Organization of last Financial Year (20 Marks)**

Sr. No.	Last FY 2023 Audited Financial Statement or Income Tax Return (Attach Audited Financial Statement or Income Tax Return for FY 2023.)	Total Marks 20
1	Full Marks for Annual Turnover of FY 2023 of PKR 20 million. Proportionate Marks for Annual Turnover less than PKR 20 million.	20

Total Marks: 100 %

Passing Marks: 65 %

FOR REFERENCE ONLY

Section IV – Schedule of Requirements

- **Branded Marketing Merchandize Agency:**
Branded merchandise including diaries, keychains, card holders, pens etc.

FOR REFERENCE ONLY

Section V – Bid Forms

1. Letter of Bid

Director Procurement
Punjab Central Business District Development Authority
CBD Complex (Ex Walton Airport) Lt (Navy),
Yasir Shaheed Road,
Lahore

Subject: **Framework Agreement – []**
Date of this Bid submission: *[insert date (as day, month and year) of Bid submission]*
Request for Bid No.: *[insert identification]*

1. We have examined and have **no reservations** to the Bidding Documents, including addenda issued in accordance with Instructions to Bidders (**ITB 6**). We meet the eligibility requirements and have no conflict of interest in accordance with **ITB 3**. If we conclude a Framework Agreement, the Goods and Related Services that we may supply under a Call-off Contract awarded under the Framework Agreement, shall be sourced from an eligible country.
2. We have neither been suspended nor declared ineligible by the Procuring Agency(s) based on execution of a Bid-Securing Declaration or Proposal-Securing Declaration in Pakistan.
3. We offer to supply, in conformity with the Bidding Documents and in accordance with Section IV- Schedule of Requirements, Branded Marketing Merchandize Production Services under Open Framework Agreement.
4. Our Bid shall be valid for the period specified in **BDS 14.1** (as amended, if applicable) from the date fixed for the Bid submission deadline specified in **BDS 21.1** (as amended, if applicable), and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
5. If our Bid is accepted and we conclude a Framework Agreement, we understand that we may be required, as a condition of a subsequent Call-off Contract, to obtain a performance security (or guarantee);
6. We are not submitting any other Bid(s) as an individual Bidder, and we are not participating in any other Bid(s) as a Joint Venture member, or as a subcontractor.
7. We understand that there is no obligation on the Procuring Agency/Procuring Agency(s) to procure any Services from any FA Supplier during the Term of the Framework Agreement.

8. We confirm that no undertaking or any form of statement, promise, representation or obligation has been made by the Procuring Agency/Procuring Agency in respect of the total quantities or value of the Goods that may be ordered by it, or any participating Procuring Agency(s), in accordance with this Framework Agreement. We acknowledge and agree that we have not submitted this Bid on the basis of any such undertaking, statement, promise or representation.
9. In relation to this Primary Procurement, we understand that procuring agency may cancel the procurement process and reject all bid without assigning any reason.
10. We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption.

Name of the Bidder: *[insert complete name of the Bidder]

Name of the person duly authorized to sign the Bid on behalf of the Bidder: **[insert complete name of person duly authorized to sign the Bid]

Title of the person signing the Bid: [insert complete title of the person signing the Bid]

Signature of the person named above: [insert signature of person whose name and capacity are shown above]

Date signed [insert date of signing] **day of** [insert month], [insert year]

2. Bidder Information Form

Primary Procurement - Framework Agreement Goods

Date: *[insert date (as day, month and year) of Bid submission]*

IFP No.: *[insert number of IFP process]*

Page _____ of _____ pages

1. Bidder's Name <i>[insert Bidder's legal name]</i>
2. In case of JV, legal name of each member: <i>[insert legal name of each member in JV]</i>
3. Bidder's actual or intended country of registration: <i>[insert actual or intended country of registration]</i>
4. Bidder's year of registration: <i>[insert Bidder's year of registration]</i>
5. Bidder's Address in country of registration: <i>[insert Bidder's legal address in country of registration]</i>
6. Bidder's Authorized Representative Information Name: <i>[insert Authorized Representative's name]</i> Address: <i>[insert Authorized Representative's Address]</i> Telephone/Fax numbers: <i>[insert Authorized Representative's telephone/fax numbers]</i> Email Address: <i>[insert Authorized Representative's email address]</i>
7. Attached are copies of original documents of <i>[check the box(es) of the attached original documents]</i> <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITB 3.4 . <input type="checkbox"/> In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB 3.1 . <input type="checkbox"/> Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

3. Bidder's JV Members Information Form

Primary Procurement - Framework Agreement Goods

[The Bidder shall fill in this Form in accordance with the instructions indicated below. The following table shall be filled in for the Bidder and for each member of a Joint Venture]].

Date: *[insert date (as day, month and year) of Bid submission]*
 IFP No.: *[insert number of IFP process]*
 Page _____ of _____ pages

1. Bidder's Name: <i>[insert Bidder's legal name]</i>
2. Bidder's JV Member's name: <i>[insert JV's Member legal name]</i>
3. Bidder's JV Member's country of registration: <i>[insert JV's Member country of registration]</i>
4. Bidder's JV Member's year of registration: <i>[insert JV's Member year of registration]</i>
5. Bidder's JV Member's legal address in country of registration: <i>[insert JV's Member legal address in country of registration]</i>
6. Bidder's JV Member's authorized representative information Name: <i>[insert name of JV's Member authorized representative]</i> Address: <i>[insert address of JV's Member authorized representative]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers of JV's Member authorized representative]</i> Email Address: <i>[insert email address of JV's Member authorized representative]</i>
7. Attached are copies of original documents of <i>[check the box(es) of the attached original documents]</i> <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 3.4 .
8. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

4. Power of Attorney

(On Stamp Paper of PKR 300)

Know all men by these presents, we (name of the company and address of the registered office) do hereby appoint and authorize Mr. (full name and residential address) who is presently employed with us and holding the position of as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our proposal for (name of the project) in response to the tenders invited by the (name of the Purchaser) including signing and submission of all documents and providing information/responses to (name of the Purchaser) in all matters in connection with our Bid.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

Dated this ____ day of _____ 20__

For _____

(Signature)
(Name, Designation and Address)
Accepted

(Signature)
(Name, Title and Address of the Attorney)
Date:

FOR REFERENCE ONLY

5. Bid Securing Declaration

[The Bidder shall fill in this Form in accordance with the instructions indicated.]

Date: *[insert date (as day, month and year)]*

Bid No.: *[insert number of Bidding process]*

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

To: *[insert complete name of Procuring Agency]*

We, the undersigned, declare that:

We understand that, according to your conditions, Bids must be supported by a Bid Securing Declaration.

We accept that we will be blacklisted and henceforth cross debarred for participating in respective category of public procurement proceedings for a period of (not more than) six months, if fail to abide with a bid securing declaration, however without indulging in corrupt and fraudulent practices, if we are in breach of our obligation(s) under the Bid conditions, because we:

- (a) have withdrawn or modified our Bid during the period of Bid Validity specified in the Form of Bid;
- (b) Disagreement to arithmetical correction made to the Bid price; or
- (c) having been notified of the acceptance of our Bid by the Procuring Agency during the period of Bid Validity, (i) failure to sign the contract if required by Procuring Agency to do so or (ii) fail or refuse to furnish the Performance Security or to comply with any other condition precedent to signing the contract specified in the Bidding Documents.

We understand this Bid Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) twenty-eight (28) days after the expiration of our Bid.

Signed: *[insert signature of person whose name and capacity are shown]* In the capacity of *[insert legal capacity of person signing the Bid Securing Declaration]*

Name: *[insert complete name of person signing the Bid Securing Declaration]*

Duly authorized to sign the Bid for and on behalf of: *[insert complete name of Bidder]*

a) _____ Dated on _____ day
of _____, _____ *[insert date of signing]*

b)
Corporate Seal (where appropriate)

6. Undertaking

(This should be written in the Rs.300 Stamp Paper)

We, the undersigned, hereby offer to provide (*Insert Procurement Name*) required by Punjab Central Business District Development Authority (PCBDDA) in accordance with its Bidding Document due for opening on July 24, 2024.

We are hereby submitting our Bid and we hereby declare that:

- a) All the information and statements made in this Bid/Proposal are true and we accept that any misrepresentation contained in it may lead to our disqualification;
- b) We are currently not on the removed/blacklisted or suspended by any procuring agency of Pakistan or by any regulatory body in Pakistan and has no dispute with any Government Organization.
- c) We, do not have any pending litigation/arbitration/bankruptcy proceeding (other than the litigation declared alongside this form) with any government department/public sector undertaking/ private sector entity/or any other agency for which we have executed/ undertaken the works/services during the last 3 years.

We agree to abide by the terms and conditions of the Pre-Qualification Document and in addition to the conditions we also agree to abide by all the special instructions mentioned in Pre-Qualification Document. We also hereby categorically confirm that we are fully capable to provide services of external auditors as laid down in the terms of reference

We fully understand and recognize that PCBDDA is not bound to accept this Bid/Proposal that we shall bear all costs associated with its preparation and submission, and that PCBDDA will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the evaluation.

We remain,

Yours sincerely,

Authorized Signature and Stamp [*In full and initials*]: _____

Name, ID Card No. and Title of Signatory: _____

Name of Firm: _____

Contact Details: _____

I. **WITNESS**

Signature: _____

Designation & ID Card No. _____

PART 2 – Framework Agreement

FOR REFERENCE ONLY

Framework Agreement

This Framework Agreement is made for the provision of event management services *on the [insert: number] day of [insert: month], [insert: year]*

between

Punjab Central Business District Development Authority hereinafter referred to as the "Procuring Agency") of the First Part and *[insert name of the Supplier]*, a firm having its registered office [] (hereinafter called the "Supplier") of the Second Part (hereinafter referred to individually as "Party" and collectively as the "Parties").

This Framework Agreement is subject to the provisions described in the Sections and Schedules listed below, including any amendments made therein from time to time.

This Framework Agreement concludes a standing offer by the Supplier to supply the specified Goods to the Procuring Agency during the Term of the Framework Agreement, as and when the Procuring Agency wishes to purchase them, through a Call-off Contract.

The following documents shall be deemed to form and be read and construed as part of this Framework Agreement and, where indicated, to any Call-off Contract awarded under this Framework Agreement.

- Section A: Framework Agreement General Provisions
- Section B: Framework Agreement Specific Provisions
- Schedule 1: Schedule of Requirements
- Schedule 2: Price Schedules
- Schedule 3: Secondary Procurement
- Schedule 4: Call-off Contract

IN WITNESS whereof, the Parties to this Framework Agreement have caused this Framework Agreement to be executed in accordance with the laws of Pakistan on the day, month and year indicated above.

"For and on behalf of the Procuring Agency:"

For Punjab Central Business
District Development Authority:

For M/s *[name of the Supplier]*

Signature
Name:
Designation:

Signature
Name:
Designation:

WITNESSES

Signature: _____
CNIC #: _____
Name: _____

Signature: _____
CNIC #: _____
Name: _____

**Section A: Framework Agreement General
Provisions (FAGP)**

FOR REFERENCE ONLY

Section A

Framework Agreement General Provisions (FAGP)

1. Definitions

1.1 The following words and expressions shall have the meanings hereby assigned to them

- a) “Business Day” is any day that is an official working day of the Procuring Agency. It excludes the Procuring Agency’s official public holidays.
- b) “Call-off Contract” is a contract awarded under a Framework Agreement, through a Secondary Procurement process, for the supply of Goods, and any Related Services.
- c) “Commencement Date” _____ is the date this Framework Agreement is signed by both parties, being the commencement of the Term.
- d) “Contract Documents” means the documents listed in the Call-off Contract, including any amendments thereto.
- e) “Contract Price” is the price payable to the Supplier as specified in the Call-off Contract, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.
- f) “Day” means calendar day.
- g) “Goods” means all goods, materials, items, commodities, raw material, machinery, equipment, and/or other materials, as specified in the FA Specific Provisions, that the Supplier is required to supply to the Procuring Agency under a Call-off Contract. Where appropriate, for the purpose of interpretation, the definition for Goods includes Related Services.
- h) “In Writing” means communicated or recorded in written form. It includes, for example: mail, e-mail, fax.
- i) “Related Services” means the services incidental to the supply of the Goods, such as insurance, installation, training, initial maintenance and other such obligations of the Supplier, as defined in Scope of work.
- j) “Secondary Procurement” is the method used to select a Supplier and award a Call-off Contract under this Framework Agreement.
- k) “Single-User Framework Agreement” means a Framework Agreement where there is only one Procuring Agency, as specified in the FA Specific Provisions.
- l) “Supplier” means the person, private or government entity, or a combination of the above, who has concluded a Framework Agreement to supply to a Procuring Agency, from time to time, and as and when required, the Goods, and, if applicable, Related Services, under a Call-off Contract.

- m) "Term" means the duration of this Framework Agreement as described in the FA Specific Provisions starting from the Effective Date. Where applicable, it includes any extension(s) to the initial Term, if permitted in the FA Specific Provisions.

2. Framework Agreement Documents

- 2.1 This Framework Agreement (FA) shall be read as a whole. Where a documents is incorporated by reference into this Framework Agreement, it shall be deemed to form, and be read and construed, as part of this Framework Agreement.
- 2.2 This Framework Agreement comprises the documents specified in the **FA Specific Provisions**.

3. Award of Call-off contract

- 3.1 The Secondary Procurement method for selecting an FA Supplier and awarding a Call-off Contract is detailed in the Framework Agreement (see Schedule 2: Secondary Procurement). To participate in a Secondary Procurement and be awarded a Call-off Contract, FA Suppliers must maintain their qualification and eligibility, and shall continue to meet the criteria stipulated in these Bidding Documents. At the Secondary Procurement stage and during the award of a Call-off Contract, the Procuring Agency may request evidence of the FA Supplier's continued qualification and eligibility.

4. Evaluation Criteria for Secondary Procurement for awarding a Call-off contract

- 4.1 Proposals will be evaluated on the basis of the financial quotations. The firm quoting the lowest rates shall be awarded the Call off Contract. Any other evaluation criterion shall be made of the Request for Quotation.

5. Revisions of Terms and Conditions of Procurement through second-stage competition

- 5.1 The terms and conditions of procurement under this Framework Agreement may be revised through the Secondary Procurement process.
- 5.2 Any revisions shall remain within the maximum limits or deviations specified in the Framework Agreement Specific Provisions (FASP) and shall not fundamentally alter the nature or overall scope of the Framework Agreement or the Call-off Contract.

6. Supplier's obligations

- 6.1 The Supplier shall offer to provide (standing offer) to the Procuring Agency, the Services, described in the Framework Agreement Schedule 1: Schedule of Requirements, for the Term of this Framework Agreement, in accordance with the terms and conditions stipulated in this Framework Agreement.
- 6.2 During the Term of the Framework Agreement, the Supplier shall continue to be eligible and qualified, and the Services shall continue to be eligible, as per the

qualification and eligibility criteria stipulated in the Primary Procurement process and the provisions of sub-paragraphs 3a. to 3c. below The Supplier shall notify the Procuring Agency immediately, in writing, if it ceases to be qualified and/or ceases to be eligible.

- 6.3 The Supplier undertakes to provide the services under a Call-off Contract. The Services supplied shall be:
- a) as specified in the Framework Agreement, Schedule 1: Schedule of Requirements,
 - b) at the Contract Price specified in the Call-off Contract and
 - c) in such quantities, at such times and to such locations as specified in the Call-off Contract.
- 6.4 The Supplier agrees that the Call-off Contract, General Conditions of Contract set out in the Framework Agreement, and Call-off Contract Special Conditions of Contract set out in a Call-off Contract, shall apply to the provision of services.

7. Continued Qualification and Eligibility

- 7.1 The Supplier, shall continue to have the nationality of an eligible country as specified in the **FA Specific Provisions**. A Supplier or subcontractor, shall be deemed to have the nationality of a country if the Bidder is constituted, incorporated or registered in, and operates in conformity with, the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be.
- 7.2 All Goods and Related Services to be supplied under a Call-off Contract shall continue to have their origin in eligible Countries as specified in the **FA Specific Provisions**. For the purpose of this provision, origin means the country where the Goods have been grown, mined, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components. Ineligible Countries, if any, are listed in the **FA Specific Provisions**.
- 7.3 To continue to be eligible the Supplier shall not have been sanctioned by pursuant to the Anti-Corruption Law, and in accordance with its prevailing sanctions policies and procedures as set forth by the Public Procurement Regulatory Framework as described in Section B, Framework Agreement General Provisions. Where the Supplier has been so sanctioned it will be ineligible for the duration of the period of time as determined by the Procuring Agency or Public Procurement Regulatory Authority.

7.4 The Procuring Agency may require, during the Term of the Framework Agreement, evidence of the Supplier's continued qualification and eligibility, and the Goods continued eligibility. Failure to provide such evidence, as requested, may result in the Supplier being disqualified from participating in a Secondary Procurement process, and/or being awarded a Call-off Contract, and/or the termination of the Framework Agreement.

8. Term

8.1 This Framework Agreement shall commence on the Commencement Date and, unless terminated earlier in accordance with the provisions of this Framework Agreement, or the general law, shall continue until the end of the Term specified in the **FA Specific Provisions**.

8.2 Where permitted in the **FA Specific Provisions**, the Term may be extended (subject to the condition that the total duration of the framework agreement shall not exceed three year), at the Procuring Agency's sole discretion, and where there has been satisfactory performance by the Supplier. To extend the Term, the Procuring Agency shall give the Supplier no less than three (3) months' notice, In Writing, prior to the date on which the Framework Agreement would otherwise have expired.

9. Representative

9.1 The representatives for each party, who shall be the primary point of contact for the other party in relation to matters arising from this Framework Agreement, are specified in the **FA Specific Provisions**. Should the representative be replaced, the party replacing the representative shall promptly inform the other party In Writing of the name and contact details of the new representative. Any representative appointed shall be authorized to make decisions on the day to day operation of the Framework Agreement.

10. Role of Procuring Agency

10.1 The role of PA is to manage and administer the Framework Agreement(s). The Procuring Agency is responsible for all matters pertaining to the Framework Agreement including, for example, amendments, suspension and termination of the Framework Agreement. For matters relating to individual Call-off Contracts, all communications, including notices, must be made to the Procuring Agency named in the Call-off Contract.

11. Contract Price

11.1 The Contract Price for each Call-off Contract shall be determined as specified in the **FA Specific Provisions**.

12. Performance Security (or Guarantee)

12.1 The Procuring Agency may require a Performance Security (or guarantee) from the Supplier in relation to the performance of a specific Call-off Contract. In this event, the Supplier shall comply with the relevant provisions relating to Performance Security (or guarantee) contained in the Call-off Contract Special Conditions of Contract.

13. Language

13.1 This Framework Agreement, and any Call-off Contract, as well as all correspondence and documents relating to this Framework Agreement, and any Call-off Contract, exchanged by the Procuring Agency and Supplier, shall be written in the English language. Supporting documents and printed literature that are part of this Framework Agreement, and any Call-off Contract, may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified, in which case, for purposes of this Framework Agreement, and any Call-off Contract, this translation shall govern.

13.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.

14. Notices

14.1 Any notice given by one party to the other pursuant to this Framework Agreement shall be in Writing to the address specified in the **FA Specific Provisions**. A notice shall be effective when delivered, or on the notice's effective date, whichever is later.

15. Fraud and Corruption

15.1 The Procuring Agency requires the Supplier to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the Primary or Secondary Procurement process or execution of a Call-off Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.

16. Records, inspections and audit

16.1 The Supplier shall keep, and shall make all reasonable efforts to cause its subcontractor(s), if any, to keep, accurate and systematic accounts and records in respect of this Framework Agreement, the Goods, and any Call-off Contract, in such form and details as will clearly identify relevant time changes and costs.

17. Confidential Information

17.1 The Procuring Agency and the Supplier shall keep confidential and shall not, without the consent In Writing from the other, divulge to any third party any documents, data, or other information furnished directly or indirectly by either party in connection with the Framework Agreement.

17.2 The obligation of a party under **FAGP 14. 1.** above, shall not apply to information that:

- (a) now, or in future, enters the public domain through no fault of that party
- (b) can be proven to have been possessed by that party at the time of disclosure
- (c) and which was not previously obtained, directly or indirectly, from the other party
- (d) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

18. Governing Law

18.1 This Framework Agreement, and any Call-off Contract, shall be governed by, and interpreted in accordance with the applicable Laws, unless otherwise specified in the **FA Specific Provisions**, or the Special Conditions of Contract as set out in any Call-off Contract.

19. Change to the Framework Agreement

19.1 Any change to this Framework Agreement, including an extension of the Term (subject to the condition that the total duration of the framework agreement shall not exceed three year), must be In Writing and signed by both Parties. A change can be made at any time after this Framework Agreement has been signed by both Parties, and before it expires.

20. Termination of the Framework Agreement

20.1 The Procuring Agency, without prejudice to any other remedy for breach of the Framework Agreement, may terminate this Framework Agreement immediately, by notice in writing to the Supplier, if:

- (a) in the judgement of the Procuring Agency, the Supplier has engaged in Fraud and Corruption, or
- (b) during the Term of the Framework Agreement, the Supplier ceases to be qualified or eligible as per FAGP 4. or
- (c) the Supplier purports to assign, or otherwise transfer or dispose of this Framework Agreement, in whole, or in part, without the prior written consent of the Procuring Agency, or
- (d) the Service Provider commits a default under the Call Off Contract, or
- (e) the Supplier becomes bankrupt or otherwise insolvent.

20.2 The Procuring Agency may terminate this Framework Agreement, in whole or in part, by notice In Writing sent to the Supplier, at any time, for its convenience. The notice of termination shall specify that the termination is for the Procuring Agency's convenience, the extent to which the performance of the supplier under the Framework Agreement is terminated, and the date upon which such termination becomes effective.

21. Consequence of expiry or termination

21.1 Upon expiry, or earlier termination of this Framework Agreement, all Call-off Contracts entered into under this Framework Agreement shall continue in full force and effect unless otherwise terminated under the Call-off Contract General or Specific Conditions of Contract. However, no further Call off Contracts shall be awarded once the Framework Agreement is terminated.

22. Dispute resolution in relation to this Framework Agreement

22.1 In the case of a dispute arising out of, or in connection with this Framework Agreement, the Parties shall, in good faith, make every reasonable effort to communicate and cooperate with each other with a view to amicably resolving the dispute.

22.2 Where parties have exhausted the process described in **FAGP 19.1**, the parties may, by mutual agreement, nominate and refer the dispute to an adjudicator/mediator to assist in the resolution of the dispute. Parties will meet their own costs associated with such a referral, and split the costs of the

adjudicator/mediator. In appointing the adjudicator/mediator parties should agree whether or not the adjudicator's/mediator's decision is to be final and binding.

23. Dispute resolution in relation to Call-off Contracts

23.1 The Procuring Agency and the Supplier for a Call-off Contract 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.

23.2 If, after twenty-eight (28) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Procuring Agency or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this provision shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract. Arbitration proceedings shall be conducted in accordance with the rules of procedure specified in the **FA Specific Provisions**.

23.3 Notwithstanding any reference to arbitration herein,

- (a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
- (b) the Procuring Agency shall pay the Supplier any monies due the Supplier.

24. Force Majeure

24.1 The Supplier shall not be liable for 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.

24.2 For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Procuring Agency in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

24.3 If a Force Majeure situation arises, the Supplier 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 Supplier 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.

25. Assignment

25.1 Neither the Procuring Agency nor the Supplier shall assign, in whole or in part, their obligations under this Framework Agreement and Call-Off Contract, except with prior written consent of the other party

26. Change in Laws and Regulations

26.1 If after the date of 7 (seven) days prior to the date of Request for Quotation, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in the place of the Procuring Agency's Country where the Project Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Period and/or the Contract Price, then such Delivery Period and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions and/or Change in Laws and Regulations, where applicable, in accordance with the Framework Agreement.

27. Delays in the Service Providers Performance

27.1 Performance of Services shall be made by the Service Provider in accordance with the Terms & Conditions set forth in the Call Off Contracts.

27.2. If at any time during performance of the Contract, the Service Provider should encounter conditions impeding timely 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.

27.3. Except as provided under FAGP Clause 24, 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.

28. Liquidated Damages

28.1 Subject to FAGP Clause 24, if the Service Provider fails to provide the Services as per requirement/ within the period(s) specified in the Call Off 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 Call Off Contract of the delivered price of the delayed 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 Call Off Contract. Once the maximum is reached, the Procuring Agency may consider termination of the Call Off Contract pursuant to FAGP Clause 20 along with other remedies available under PCBDDA Procurement Regulations, 2024.

29. Taxes & Duties

29.1 Service Provider shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Services to the Procuring Agency.

FOR REFERENCE ONLY

Section B: Framework Agreement Specific Provisions

The following Framework Agreement Specific Provisions (FASP) shall supplement and/or amend the Framework Agreement General Provisions (FAGP). Whenever there is a conflict between the FAGP and FASP, the provisions of the FASP shall prevail.

[This section is to be completed by the Procuring agency as per the instructions provided in italicized text. The italicized text should be deleted from the final documents.]

Framework Agreement Specific Provisions	Description
FAGP 1.1 (g) Goods	This Framework Agreement relates to the purchase and supply, under a separate Call-off Contract, of <i>[insert short title that describes the type of Goods, and any Related Services]</i> . The Goods, and Related Services, are more fully described in Schedule 1: Schedule of Requirements including, where applicable: list of Goods, list of Related Services, Technical Specifications, Drawings and Inspections and Tests.
FAGP 1.1 , (k)	Multi-User Framework Agreement.
FAGP 2.2 Framework Agreement Documents	This Framework Agreement comprises the following documents: <ul style="list-style-type: none"> a. Framework Agreement, including all Sections and Schedules, and b. Letter of Bid (from Primary Procurement process)
FAGP 3.4 Supplier's Obligations	<i>[For rapidly changing technologies such as information systems (computers, software, communication technology etc.) specify that this requirement applies.]</i>
FAGP 4. Eligibility	At the present time, firms, goods and services from the following countries are excluded from this Framework Agreement as being ineligible. <i>[[insert a list of the countries to apply the restriction or state "none"].]</i>
FAGP 5.1	The Term of this Framework Agreement is three years.

Term	
FAGP 5.2 Term extension(s)	[As applicable, indicate “(the total duration of the framework agreement shall not exceed three year)
FAGP 6.1 Representatives	<p><u>Procuring Agency’s Representatives</u></p> <p>The name and contact details of the Procuring Agency’s Representative under this Framework Agreement, and the address for notices in relation to this Framework Agreement, are:</p> <p>Name:</p> <p>Title/position:</p> <p>Address:</p> <p>Phone:</p> <p>Mobile:</p> <p>E-mail:</p>
FAGP 6.1 Representatives	<p><u>Supplier’s Representatives</u></p> <p>The name and contact details of the Supplier’s Representative, for the purposes of this Framework Agreement, and the address for notices in relation to this Framework Agreement are:</p> <p>Name:</p> <p>Title/position:</p> <p>Address:</p> <p>Phone:</p> <p>Mobile:</p> <p>E-mail:</p>
FAGP 8.1 Contract Price	The Contract Price that will apply to the hiring of services under a Call-off Contract shall be the successful competitive quotation.
FAGP 9.1	The firm quoting the lowest rate in the Secondary Procurement

Evaluation Criteria for second-stage competition	against a specific RFQ shall be awarded the Call Off Contract.
FAGP 14 Notices	Procurement Agency: Procurement Directorate Punjab Central Business District Development Authority, CBD Complex, Ex Walton Airport, Lt. Navy Yasir Shaheed Road, Lahore Supplies [address]
FAGP 23.2 Dispute Resolution in relation to Call-off Contract.	Arbitration shall be conducted in accordance with the Arbitration Act, 1940 or any statutory re-enactment or repeal thereof. The seat and venue of the arbitration shall be Lahore.

FOR REFERENCE ONLY

SCHEDULE 1: Schedule of Requirements

Contents

FOR REFERENCE ONLY

SCHEDULE 2: Secondary Procurement

This Section contains the methods and the criteria that the Procuring Agency shall use to conduct a Secondary Procurement process to select a Supplier and award a Call-off Contract under this Framework Agreement. No other factors, methods or criteria shall be used other than specified in these bidding documents for the Secondary Procurement process.

FOR REFERENCE ONLY

1. Secondary Procurement method

The Secondary Procurement method(s) that apply to the selection of a Supplier for the award of a Call-off Contract under this Framework Agreement is competitive quotations through second-stage competition.

The procedure for the application of the procurement methods outlined under paragraph 1 above are the following.

1.1 Competitive quotations (second-stage competition)

The Procuring Agency will prepare a Request for Quotation (RFQ) and invite all eligible Suppliers holding a Framework Agreement that includes the services to be procured under the Call-off Contract to submit competitive quotations against the services.

The RFQ will include:

- (a) the Services to be provided
- (b) services delivery location(s)
- (c) services delivery date(s) or schedule
- (d) quantity or BOQ (if applicable)
- (e) the criteria to be applied to the evaluation of quotations
- (f) the award criteria, e.g.:
 - The Procuring Agency shall award the Call-off Contract to the Supplier whose Bid(s) has been determined to be:
 - the lowest evaluated cost.
- (g) deadline for submission of quotations
- (h) reference the Call-off Contract Terms and Conditions of supply, which are to apply to the purchase
- (i) *any other relevant information.*

2. Formation of Call-off Contract

The Procuring Agency shall confirm that the selected Supplier continues to be qualified and eligible in accordance with Framework Agreement prior to the formation of the Call-off Contract. The Call-off Contract is formed when the Procuring Agency transmits the signed Call-off Contract to the successful Supplier, a Call-off Contract for the Services and the supplier accepts the order.

3. Complaint about award of Call-off Contract

An unsuccessful Supplier may complain about the decision to award a Call-off Contract. In this case the process for making a complaint is as follows:

- a. the complaint shall be made in writing to the Procuring Agency, by the quickest means available, e.g. email.
- b. the Procuring Agency will address the complaint within a reasonable time
- c. the receipt of a complaint does not prohibit the award of the Call-off Contract, and no standstill period or pause in process shall apply.

FOR REFERENCE ONLY

SCHEDULE 3: Call-off Contract

FOR REFERENCE ONLY

Call-off Contract

Call-off Contract for the provision of services



Punjab Central Business District Development Authority

Government of the Punjab

CBD Punjab Complex, Ex Walton Airport, Lt. Navy, Yasir Shaheed Road, Lahore



WORK ORDER

P.O. NUMBER:

XXXX

Date:

abc

SUPPLIER	BILL TO	DELIVER TO
M/s ABC	Client	Client

S. No	Description	Qty.	Unit Rate with Tax	Total Amount
1	XYZ	123	123	123

Terms and Conditions:

1) ABC

AUTHORIZED SIGNATORY

Grand Total (Rs)

123

Terms and Conditions of Call-off Contract

All the terms and conditions of Framework Agreement shall be applicable on this Call-off Contract.

(Project Site/Final Destination)	The Project Site(s)/Final Destination(s) is/are: <i>[Insert name(s) and detailed information on the location(s) of the site(s)]</i>
Addresses for notices	<p>For notices, the Procuring Agency's address shall be:</p> <p>Attention: <i>[insert full name of person, if applicable]</i></p> <p>Street Address: <i>[insert street address and number]</i></p> <p>Floor/ Room number: <i>[insert floor and room number, if applicable]</i></p> <p>City: <i>[insert name of city or town]</i></p> <p>ZIP Code: <i>[insert postal ZIP code, if applicable]</i></p> <p>Country: <i>[insert name of country]</i></p> <p>Telephone: <i>[include telephone number, including country and city codes]</i></p> <p>Facsimile number: <i>[insert facsimile number, including country and city codes]</i></p> <p>Electronic mail address: <i>[insert e-mail address, if applicable]</i></p> <p><u>Address for notices to the Supplier:</u> <i>insert the name of officer authorized to receive notices</i> <i>[title/position]</i> <i>[department/work unit]</i> <i>[address]</i> <i>[email address]</i></p>
Settlement of Disputes	The settlement of disputes for Call-off Contracts shall be in accordance with FAGP 20.2
Contract Price	<p>The prices charged for the Goods supplied and any related Services performed <i>[insert "shall" or "shall not," as appropriate]</i> be adjustable.</p> <p>If prices are adjustable, the following method shall be used to calculate the price adjustment <i>[see attachment to Schedule 2 of the Contract for a sample Price Adjustment Formula]</i></p>

Terms of payment

Sample provision [The following are the sample terms of payment which, depending on the nature, size and complexity of the purchase, may be appropriately revised by the Procuring Agency]

[Note 1: For Goods to be supplied from abroad: At the time of the Call-off Contract, the Procuring Agency shall select one of the following options taking into considerations factors including: (i) the Call-off contract amount; (ii) the Delivery Period; (iii) the feasibility of setting up a letter of credit in a timely manner; (iv) applicable disbursement arrangements in the Financing Agreement and additional information in the Disbursement Letter; and (v) the extent to which suppliers of the subject Goods from abroad can accept alternative payment methods other than through letter of credit.

The method and conditions of payment to be made to the Supplier under this Call-off Contract shall be as follows:

1. Payment for Goods supplied from abroad:

Payment of foreign currency portion shall be made in [insert currency of the Contract Price] in the following manner:

[OPTION 1]

- (i) **Advance Payment:** Ten (10) percent of the Contract Price shall be paid within thirty (30) days of signing of the Contract, and upon submission of claim and a bank guarantee in the amount and currencies equal to the advance payment amount valid until the Goods are delivered and in the form provided in the Bidding document or another form acceptable to the Procuring Agency.
- (ii) **On Shipment:** Eighty (80) percent of the Contract Price of the Goods shipped shall be paid through irrevocable confirmed letter of credit opened in favor of the Supplier in a bank in its country, upon submission of concerned documents.
- (iii) **On Acceptance:** Ten (10) percent of the Contract Price of Goods received shall be paid within thirty (30) days of receipt of the Goods upon submission of claim supported by the acceptance certificate issued by the Procuring Agency.

Payment of local currency portion shall be made in [insert currency] within thirty (30) days of presentation of claim supported by a certificate from the Procuring Agency declaring that the Goods have been delivered and that all other contracted

	<p>Services have been performed.</p> <p>OR</p> <p><u>[OPTION 2]</u></p> <p>(i) Advance Payment: Twenty (20) percent of the Contract Price shall be paid within thirty (30) days of signing of the Contract, and upon submission of claim and a bank guarantee in the amount and currencies equal to the advance payment amount valid until the Goods are delivered and in the form provided in the Bidding document or another form acceptable to the Procuring Agency.</p> <p>(ii) On Shipment: Sixty (60) percent of the Contract Price shall be paid within 30 days receipt by the Procuring Agency of concerned documents.</p> <p>(iii) On delivery of the Goods at the final place of destination: Twenty (20) percent of the Contract Price shall be paid within thirty (30) days of delivery of the Goods at the final place of destination, supported by an acceptance certificate issued by the Procuring Agency and receipt of the Supplier's invoice.</p> <p>2. Payment for Goods and Services supplied from within the Procuring Agency's Country:</p> <p>Payment for Goods and Services supplied from within the Procuring Agency's Country shall be made in <i>[insert currency]</i>, as follows:</p> <p>(i) Advance Payment: Ten (10) percent of the Contract Price shall be paid within thirty (30) days of signing of the Contract against a simple receipt and a bank guarantee for the equivalent amount and in the form provided in the Bidding document or another form acceptable to the Procuring Agency.</p> <p>(ii) On Delivery: Eighty (80) percent of the Contract Price shall be paid on receipt of the Goods and upon submission of the concerned documents.</p> <p>(iii) On Acceptance: The remaining ten (10) percent of the Contract Price shall be paid to the Supplier within thirty (30) days after the date of the acceptance certificate for the respective delivery issued by the Procuring Agency.</p>
<p>Interest due for late payment</p>	<p>The payment-delay period after which the Procuring Agency shall pay interest to the supplier shall be <i>[insert number]</i> days.</p> <p>The interest rate that shall be applied is <i>[insert number]</i> %</p>

<p>Performance Security (or Guarantee)</p>	<p>A Performance Security (or Guarantee) [<i>insert “shall” or “shall not”</i>] be required.</p> <p><i>[If a Performance Security (or Guarantee) is required, insert “The amount of the Performance Security (or Guarantee) shall be:” [insert amount]</i></p> <p><i>[The amount of the Performance Security (or Guarantee) is usually expressed as a percentage of the Contract Price. The percentage varies according to the Procuring Agency’s perceived risk and impact of non-performance by the Supplier. A 10% percentage is used under normal circumstances]</i></p>
<p>Inspections and tests</p>	<p>The inspections and tests shall be: [<i>insert: “as per the Framework Agreement Schedule 1: Schedule of Requirements”, or if different or additional state the nature, frequency, procedures for carrying out the inspections and tests]</i></p>

Liquidated damages

The liquidated damage shall be [*insert % number*] per week.

The maximum amount of liquidated damages shall be [*insert % number*].

1.1 Warranty

1.2 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.

1.3 The Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.

1.4 The warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Call Off Contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the country of origin, whichever period concludes earlier.

1.5 The Procuring Agency shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery

thereof. The Procuring Agency shall afford all reasonable opportunity for the Supplier to inspect such defects.

1.6 Upon receipt of such notice, the Supplier shall, within the period specified in the SCC, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Procuring Agency.

1.7 If having been notified, the Supplier fails to remedy the defect within the period specified in the SCC, the Procuring Agency may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Procuring Agency may have against the Supplier under the Contract.

1.8 The period of validity of the Warranty shall be *[insert number]* days.

1.9 For purposes of the Warranty, the place(s) of final destination(s) shall be:
[insert name(s) of location(s)].

1. The warranty period shall be _____ hours of operation or _____ months from date of inspection of Goods, whichever occurs earlier. The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the Contract. If, for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall, at its discretion, either:

(a) make such changes, modifications, and/or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests.

(b) pay liquidated damages to the Procuring Agency with respect to the failure to meet the contractual guarantees. The rate of these liquidated damages shall be (_____)