

BIDDING DOCUMENT

PROCUREMENT OF TABLETS



**PUNJAB CENTRAL BUSINESS DISTRICT DEVELOPMENT
AUTHORITY**

MAY 2024

Table of Contents

SECTION-I: INVITATION TO BIDS	4
SECTION-II: INSTRUCTIONS TO BIDDERS (ITB)	5
1. INTRODUCTION	5
2. THE BIDDING DOCUMENTS	7
3. PREPARATION OF BIDS	9
3.2. Bid Form.....	9
4. SUBMISSION OF BIDS	11
5. OPENING AND EVALUATION OF BIDS	13
6. AWARD OF CONTRACT	18
SECTION III -	23
3.1 SCOPE OF SERVICES	23
4.1. BID DATA SHEET (BDS)	25
SECTION-V: GENERAL CONDITIONS OF CONTRACT	29
1. DEFINITIONS	29
2. APPLICATION	29
3. STANDARDS.....	29
4. USE OF CONTRACT DOCUMENTS AND INFORMATION; INSPECTION AND AUDIT BY THE PCBDDA.	29
5. PERFORMANCE GUARANTEE	30
6. PAYMENT.....	30
7. PRICES	31
8. CHANGE ORDERS	31
9. CONTRACT AMENDMENTS	31
10. ASSIGNMENT	31
11. SUB-CONTRACTS	31
12. DELAYS IN THE CONTRACTOR'S PERFORMANCE	31
13. LIQUIDATED DAMAGES.....	32
14. TERMINATION FOR DEFAULT.....	32
15. FORCE MAJEURE	33
16. TERMINATION FOR INSOLVENCY	34
17. TERMINATION FOR CONVENIENCE	34
18. RESOLUTION OF DISPUTES.....	34
19. GOVERNING LANGUAGE.....	34
20. APPLICABLE LAW.....	35
21. NOTICES	35
22. TAXES AND DUTIES	35
25. DELIVERY AND DOCUMENTS.....	36
26. INSURANCE.....	36
27. TRANSPORTATION	36
28. INCIDENTAL SERVICES	37
29. WARRANTY	37
SECTION-VI. SPECIAL CONDITIONS OF CONTRACT	38
1. Definitions (GCC Clause 1).....	38
2. Performance Guarantee (GCC Clause 5).....	38
3. Inspections and Tests (GCC Clause 26).....	38
4. Packing (GCC Clause 27).....	38
5. Delivery and Documents	38
6. Insurance.....	39
7. Incidental Services (GCC Clause 28).....	39
8. Warranty.....	39
9. Payment (GCC Clause 6).....	39

10.	<i>Prices (GCC Clause 7)</i>	39
11.	<i>Liquidated Damages (GCC Clause 13)</i>	39
12.	<i>Resolution of Disputes (GCC Clause 18)</i>	40
14.	<i>Notices (GCC Clause 21)</i>	40

SECTION-VII. SCHEDULE OF REQUIREMENTS/WORK PLAN/ DEPUTATION PLAN41

SECTION-VIII: SAMPLE FORMS.....43

8.1	BID FORM.....	43
8.2	BIDDER'S JV MEMBERS INFORMATION FORM.....	45
8.3.	BIDDER PROFILE FORM.....	46
8.4.	GENERAL INFORMATION FORM.....	47
8.5.	AFFIDAVIT.....	48
8.6.	PERFORMANCE GUARANTEE FORM.....	49
8.7.	CONTRACT FORM.....	50
8.9.	BID SECURITY FORM.....	53

FOR Reference

01111

Section-I: Invitation to Bids

Tender Notice

BIDDING DOCUMENTS FOR THE PROCUREMENT OF TABLETS

Sealed Bids for the Supply of PTA approved Tablets are invited from Bidders (i.e., firms / companies / sole proprietor registered with FBR & Relevant Authorities). The Bids shall be received as per Single Stage Two Envelope procedure through Regulation 41 (Request for Proposals without Negotiation / Single Stage Two Envelop) of PCBDDA Procurement Regulations 2024.

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. 5,000/- which shall be submitted in the form of Pay Order / CDR in favor of "***Punjab Central Business District Development Authority.***"

Bids must be delivered to the addressee below on or before June 10, 2024, **at 1400 Hours**. All Bids must be accompanied by a Bid Security amounting to **PKR 200,000/-** in the form of CDR / Bank Guarantee / Pay Order. Late Bids shall be rejected. The Bids will be opened on the same day at **1500 Hours** in the presence of the Bidders' representatives who may choose to be present at the address below. 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.

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. In case of official holiday on the day of submission, next day will be treated as closing date. The Bidding document carrying all details can also be downloaded from *PCBDDA's website cbdpunjab.gov.pk*.

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

Section-II: Instructions to Bidders (ITB)

Note:- All the procurement procedures shall be conducted in accordance with PCBDDA (Amendment) Act 2022 & PCBDDA Procurement Regulations 2024. In case of any conflict between the provision of this document and PCBDDA Procurement Regulations 2024, the later shall prevail.

1. Introduction

1.1 Scope of Bid

- i) The Punjab Central Business District Development Authority (PCBDDA) invites Bids for the provision of Services as specified in the Section-III (Scope of Services). The successful Bidders will be expected to provide the services for the specified period and timeline(s) as stated in the BDS.

1.2 Eligible Bidders

- i) The Invitation to Bids is open to all Contractors i.e. firms / companies / sole proprietor, registered with relevant Registration Authorities and Tax Departments / Authorities (Income Tax & GST etc.), except as provided hereinafter.
- ii) Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the PCBDDA to provide consultancy services for the preparation of the design, specifications, and other documents to be used for the procurement of the services to be purchased under this Invitation to Bids.
- iii) Government-owned enterprises may participate only if they are duly/legally authorized in this regard by the respective/relevant competent forum/authority.
- iv) Bidders shall not be under a declaration of blacklisting by any Government department/other Procuring Agency and PCBDDA.
- v) The invitation for Bids is open to all prospective bidder/Contractor subject to any provisions or licensing/regulatory requirements issued by the respective national/ provincial professional statutory body established for that particular trade or business.
- vi) A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest with one or more parties in this Bidding process, if they:
 - a) are associated or have been associated in the past, directly or indirectly with a firm or any of its affiliates which have been engaged by the PCBDDA to provide consulting services for the preparation of the design, specifications and other documents to be used for the procurement of the services to be purchased under this Invitation for Bids.
 - b) have controlling shareholders in common; or
 - c) receive or have received any direct or indirect subsidy from any of them; or
 - d) have the same legal representative for purposes of this Bid; or
 - e) have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of

another Bidder, or influence the decisions of the PCBDDA regarding this Bidding process; or

- f) submit more than one Bid in this Bidding process, However, this does not limit the participation of subcontractors in more than one Bid.

vii) A Bidder may be ineligible if –

- (a) the Bidder is declared bankrupt or, in the case of company or firm, insolvent;
- (b) payments in favor of the Bidder are suspended in accordance with the judgment of a court of law other than a judgment declaring bankruptcy and resulting, in accordance with the national laws, in the total or partial loss of the right to administer and dispose of its property;
- (c) legal proceedings are instituted against such Bidder involving an order suspending payments and which may result, in accordance with the national laws, in a declaration of bankruptcy or in any other situation entailing the total or partial loss of the right to administer and dispose of the property;
- (d) the Bidder is convicted, by a final judgment, of any offence involving professional conduct;
- (e) The Bidder is debarred and blacklisted due to involvement in corrupt and fraudulent practices in accordance with the provision of Regulation 63 of PCBDDA Procurement Regulations, 2024.
- (f) The Bidder is debarred and blacklisted in general (i.e. to the extent of all public procurement) due to consistent performance failure in accordance with the Chapter IX of PCBDDA Procurement Regulations, 2024.
- (g) The firm, Contractor and contractor is blacklisted/ debarred by any international organization.

viii) Bidders shall provide to the PCBDDA evidence of their eligibility, proof of compliance with the necessary legal requirements to carry out the contract effectively.

ix) Bidders shall provide such evidence of their continued eligibility satisfactory to the PCBDDA, as the PCBDDA shall reasonably request.

x) Bidders shall submit proposals relating to the nature, conditions and modalities of sub-contracting wherever the sub-contracting of any elements of the contract amounting to more than ten percent of the Bid price is envisaged.

1.3. Cost of Bidding

- i) The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the PCBDDA will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the Bidding process-

1.4. One person one bid

- i) As per Regulation 31(1) of PCBDDA Procurement Regulations 2024, a Bidder shall submit only one Bid in the same bidding process.

- ii) No Bidder can be a sub-contractor while submitting a Bid individually.
- iii) A Bidder, if acting in the capacity of sub-contractor in any Bid, shall not submit bid for the same.

1.5. **Work Plan/Deputation Plan**

- i) The Bidder shall be responsible for the provision of bids as per work plan/deputation plan formulated by the PCBDDA and PCBDDA may also, from time to time amend the same as per its requirement.

2. The Bidding Documents

2.1. **Content of Bidding Documents**

- i) The services required, Bidding procedures, and contract terms are prescribed in the Bidding documents. The Bidding documents, inter alia, include:
 - (a) Invitation to Bids
 - (b) Instructions to Bidders (ITB)
 - (c) Technical Specifications
 - (d) Bid Data Sheet
 - (e) General Conditions of Contract (GCC)
 - (f) Special Conditions of Contract (SCC)
 - (g) Schedule of Requirements
 - (h) Form of Bid
 - (i) Bidder Profile Form
 - (j) General Information Form
 - (k) Affidavit
 - (l) Performance Guarantee Form
 - (m) Contract Form
 - (n) Financial Bid Form / Price Schedule
 - (o) Bid Security Form
- ii) The Bidder is required to examine all instructions, forms, terms, and specifications in the Bidding documents. Failure to furnish all information as required by the Bidding documents or to submit a Bid not substantially responsive to the Bidding documents in every respect will be at the Bidder's risk and may result in the rejection of its Bid.
- iii) In case of discrepancies between the Invitation to Bid and the Bidding Documents listed in **ITB 2.1 (i)** above, the said Bidding Documents, not in conflict with any provision of PCBDDA Procurement Regulations 2024 will take precedence.
- iv) The PCBDDA is not responsible for the completeness of the Bidding Documents and their addenda, if they were not obtained directly from the office of PCBDDA. Re-confirming from the PCBDDA that all pages/ contents have been properly and clearly received is the prime responsibility of the Bidder.

2.2. **Clarification of Bidding Documents**

- i) A prospective Bidder requiring any clarification of the Bidding documents may notify the PCBDDA in writing or by email at the PCBDDA's address indicated in Invitation to Bid/ Tender Notice/ Advertisement. The PCBDDA will respond in writing to any request for clarification of the Bidding documents which it receives no later than seven (7) days

prior to the deadline for the submission of Bids prescribed in the Bid Data Sheet. Written copies of the PCBDDA's response (including an explanation of the query but without identifying) will be sent to all prospective Bidders that have received the Bidding documents.

- ii) A prospective Bidder requiring any clarification of the Bidding Documents may notify the PCBDDA in writing or in electronic form that provides record of the content of communication at the PCBDDA's address indicated in the **BDS**.
- iii) The PCBDDA will within three (3) working days after receiving the request for clarification, respond in writing or in electronic form to any request for clarification provided that such request is received not later than seven (7) days prior to the deadline for the submission of Bids. As prescribed in **ITB 2.2 (i), above**.
- iv) Copies of the PCBDDA's response will be forwarded to all identified Prospective Bidders through an expeditious identified source of communication, e.g.: e-mail etc., including a description of the inquiry, but without identifying its source.
- v) Should the PCBDDA deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under **ITB 2.3**.
- vi) If indicated **in the BDS**, the Bidder's designated representative is invited at the Bidder's cost to attend a pre-Bid meeting at the place, date and time mentioned **in the BDS**. During this pre-Bid meeting, prospective Bidders may request clarification on the Bidding Documents.
- vii) Minutes of the pre-Bid meeting, if applicable, including the text of the questions asked by Bidders, including those during the meeting (without identifying the source) and the responses given, together with any responses prepared after the meeting will be transmitted promptly to all prospective Bidders who have obtained the Bidding Documents. Any modification to the Bidding Documents that may become necessary as a result of the pre-Bid meeting shall be made by the PCBDDA exclusively through the use of an Addendum pursuant to ITB 2.3. Non-attendance at the pre-Bid meeting will not be a cause for disqualification of a Bidder.

2.3. Amendment of Bidding Documents

- i) At any time prior to the deadline for submission of Bids, but not later than three (3) days before the closing time of the submission of Bid, the PCBDDA, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the Bidding documents by amendment. Any such change/amendment in the Bidding documents shall be provided in a timely manner, preferably through electronic means also, not later than three (3) days, and on equal opportunity basis as per Regulation 19 of PCBDDA Procurement Regulations 2024.
- ii) All prospective Bidders that have received the Bidding documents will be notified of the amendment in writing or by email and will be binding on them.
- iii) Before the deadline for submission of Bids, the PCBDDA for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder or pre-

Bid meeting may modify the Bidding Documents by issuing addenda.

- iv) Any addendum issued including the notice of any extension of the deadline shall be part of the Bidding Documents and shall be communicated in writing or in any identified electronic form, e.g. email that secures record of the content of subject communication.
- v) In order to allow prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the PCBDDA, at its discretion, may extend the deadline for the submission of Bids, as per Regulation 18 of PCBDDA Procurement Regulations 2024., in the manner similar to the original advertisements, so as to avoid any inconvenience and to doubly ensure level playing field for all prospective bidders.

3. Preparation of Bids

3.1. Language of Bid

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

3.2. Bid Form

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

3.3. Bid Prices

- i) The Bidder shall indicate on form 8.8 the unit prices (where applicable) and total Bid price of the services which it proposes to provide under the contract.
- ii) Prices indicated on the Price Schedule shall be item wise.
- iii) The Bidder's separation of price components in accordance with ITB Clause 3.4(i) above will be solely for the purpose of facilitating the comparison of Bids by the PCBDDA and will not in any way limit the PCBDDA's right to contract on any of the terms offered.
- iv) Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account, unless otherwise specified in the Bid Data Sheet. A Bid submitted with an **adjustable price quotation** will be treated as non-responsive and may be rejected.

3.4. Bid Currencies

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

3.5. Documents Establishing Bidder's Eligibility and Qualification

- i) Pursuant to ITB Clause 1.2, the Bidder shall furnish, as part of its Bid, documents

establishing the Bidder's eligibility to Bid and its qualifications to perform the contract if its Bid is accepted.

- ii) The documentary evidence of the Bidder's eligibility to Bid shall establish to the PCBDDA's satisfaction that the Bidder, at the time of submission of its Bid, is eligible as defined under ITB Clause 1.2.
- iii) The documentary evidence, of the Bidder's qualifications to perform the contract if its Bid is accepted, shall establish to the PCBDDA's satisfaction:
 - (a) that the Bidder has the financial, technical capability necessary to perform the contract;
 - (b) That the Bidder meets the qualification criteria listed in the Bid Data Sheet.

3.6. Bid Security

- i) The Bidder shall furnish, as part of its Bid, a Bid security in the amount specified in the Bid Data Sheet.
- ii) The Bid security is required to protect the PCBDDA against the risk of Bidder's conduct which would warrant the security's forfeiture Pursuant to ITB Clause 3.6. (vii).
- iii) The Bid security shall be in Pakistan Rupees and shall be in one of the following forms: Bank Guarantee, Bank call-deposit (CDR), Demand Draft (DD) or Pay Order (PO) valid for Thirty (30) Days, beyond the validity of Bid. Any Bid not secured in accordance with ITB Clauses 3.7 (i) and (iii) may be rejected by the PCBDDA as non-responsive.
- iv) Unsuccessful Bidders' Bid security will be discharged or returned upon written request under Regulation 29(2) of PCBDDA Procurement Regulations, 2024.
- v) The successful Bidder's Bid security will be discharged upon the Bidder signing the contract, pursuant to ITB Clause 6.1, and furnishing the Performance Guarantee, pursuant to ITB Clause 6.2.
- vi) The Bid security may be forfeited:
 - a. if a Bidder withdraws its Bid during the period of Bid validity specified by the Bidder on the Bid Form; or
 - b. in the case of a successful Bidder, if the Bidder:
 - i. fails to sign the contract in accordance with ITB Clause 6.3; **or**
 - ii. fails to furnish Performance Guarantee in accordance with ITB Clause 2.6.2; or
 - iii. is blacklisted under relevant provisions of Procurement Regulations 2024.

3.7. Period of Validity of Bids

- i) Bids shall remain valid for the period specified in the Bid Data Sheet after the date of Bid opening prescribed by the PCBDDA. A Bid valid for a shorter period may be rejected by the PCBDDA as non-responsive.
- ii) In exceptional circumstances, the PCBDDA may solicit the Bidder's consent to an extension of the period of validity (as per regulation 22 of PCBDDA Procurement

Regulations 2024). The request and the responses thereto shall be made in writing (or by email). The Bid security provided under ITB Clause 2.3.7 shall also be suitably extended. A Bidder may refuse the request without forfeiting its Bid security. A Bidder accepting the request will not be required nor permitted to modify its Bid.

3.8. Format and Signing of Bid

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

3.9. Applicable taxes

- i) The Bidders must adhere to all applicable taxes (imposed by FBR/PRA/any other government organization) while preparing financial bid.

4. Submission of Bids

4.1 Sealing and Marking of Bids

- i) As per Regulation 41, the Bidder shall seal the original Bid in envelope, duly marking the envelope as "ORIGINAL" .
- ii) The envelopes shall then be sealed in an outer envelope.
- iii) The inner and outer envelopes shall:
 - a. be addressed to the PCBDDA at the address given in the Bid Data Sheet; and
 - b. bear the title of procurement Activity indicated in the Bid Data Sheet, the Invitation to Bids (ITB) title and number indicated in the Bid Data Sheet, and a statement: "DO NOT OPEN BEFORE..... (time and date),"
- iv) The inner envelopes shall also indicate the name and address of the Bidder to enable

the Bid to be returned unopened in case it is declared “late”.

- v) If the outer envelope is not sealed and marked as required by ITB Clause 2.4.1 (i), the PCBDDA will assume no responsibility for the Bid’s misplacement or premature opening.
- vi) The inner and outer envelopes shall:
 - a) be addressed to the PCBDDA at the address given in the **BDS**; and
 - b) bear the title of the subject procurement or Project name, as the case may be as indicated in the **BDS**, the Invitation to Bids (ITB) title and number indicated in the **BDS**, and a statement: “DO NOT OPEN BEFORE,” to be completed with the time and the date specified in the **BDS**, pursuant to **ITB 4.2**.
- vii) If envelope is not sealed and marked as required by **ITB 4.1** or incorrectly marked, the PCBDDA will assume no responsibility for the misplacement or premature opening of Bid.
- viii) The Bid shall comprise two envelopes submitted simultaneously, one called the Technical Proposal and the other Financial Proposal. Both envelopes to be enclosed together in an outer single envelope called the Bid. Each Bidder shall submit his bid as under:
 - a) Bidder shall submit his **TECHNICAL PROPOSAL** and **FINANCIAL PROPOSAL** in separate inner envelopes and enclosed in a single outer envelope.
 - b) **ORIGINAL** of the Bid shall be separately sealed and put in separate envelope and marked as such.
 - c) The envelopes containing the **ORIGINAL** will be put in one sealed envelope and addressed / identified as given in **BDS**.
- ix) The inner and outer envelopes shall:
 - a) be addressed to the PCBDDA at the address provided in the **BDS**;
 - b) bear the name and identification number of the contract as defined in the **BDS**; and provide a warning not to open before the time and date for bid opening, as specified in the **BDS**, pursuant to **ITB 4.2**;
 - c) In addition to the identification required in Sub- Clause (b) hereof, the inner envelope shall indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared “late” pursuant to **ITB.4.3**.
- x) If all envelopes are not sealed and marked as required by **ITB 4.1** or incorrectly marked, the PCBDDA will assume no responsibility for the misplacement or premature opening of Bid.

4.2 Deadline for Submission of Bids

- i) Bids must be received by the PCBDDA at the address specified under **BDS** no later than the time and date specified in the Bid Data Sheet.
- ii) The PCBDDA may, at its discretion and as per regulation 18(6) of PCBDDA Procurement Regulations 2024., extend this deadline for the submission of Bids by amending the Bidding documents in accordance with ITB Clause 2.2 & 2.3 in which case all rights and obligations of the PCBDDA and Bidders previously subject to the

deadline will thereafter be subject to the deadline as extended.

- iii) Bids shall be received by the PCBDDA at the address specified under **BDS** no later than the date and time specified in the **BDS**.

4.3. Late Bids

- i) Any Bid received by the PCBDDA after the deadline for submission of Bids prescribed by the PCBDDA pursuant to ITB Clause 4.2 will be rejected and returned unopened to the Bidder.
- ii) The PCBDDA shall not consider for evaluation any Bid that arrives after the deadline for submission of Bids.
- iii) Any Bid received by the PCBDDA after the deadline for submission of Bids shall be declared late, recorded, rejected and returned unopened to the Bidder.

4.4. Modification and Withdrawal of Bids

- i) The Bidder may modify or withdraw its Bid after the Bid's submission, provided that written notice of the modification, including substitution or withdrawal of the Bids, is received by the PCBDDA prior to the deadline prescribed for submission of Bids.
- ii) The Bidder's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of Clause (i) A withdrawal notice may also be sent by email, but followed by a signed confirmation copy, postmarked not later than the deadline for submission of Bids.
- iii) No Bid may be modified after the deadline for submission of Bids.
- iv) No Bid may be withdrawn in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified by the Bidder on the Bid Form. Withdrawal of a Bid during this interval may result in the Bidder's forfeiture of its Bid security (along with other remedies available under PCBDDA Procurement Regulations 2024 pursuant to the ITB Clause 3.7 (vii)).
- v) A Bidder may withdraw its Bid after it has been submitted, provided that written notice of the withdrawal of the Bid, is received by the PCBDDA prior to the deadline for submission of Bids.
- vi) Revised bid may be submitted after the withdrawal of the original bid before the deadline for submission of Bids.

5. Opening and Evaluation of Bids

5.1. Opening of Bids by the PCBDDA

- i) The PCBDDA will open all Bids, in public, in the presence of Bidders' or their representatives who choose to attend, and other parties with a legitimate interest in the Bid proceedings at the place, on the date and at the time, specified in the **BDS**. The Bidders' representatives present shall sign a register/attendance sheet as proof of their attendance.

- ii) First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding bid shall not be opened, but returned to the Bidder. No bid withdrawal shall be permitted unless the corresponding Withdrawal Notice contains a valid authorization to request the withdrawal and is read out at bid opening.
- iii) Second, outer envelopes marked "SUBSTITUTION" shall be opened. The inner envelopes containing the Substitution Bid shall be exchanged for the corresponding Original Bid being substituted, which is to be returned to the Bidder unopened. No envelope shall be substituted unless the corresponding Substitution Notice contains a valid authorization to request the substitution and is read out and recorded at bid opening.
- iv) Next, outer envelopes marked "MODIFICATION" shall be opened. No Technical Proposal and/or Financial Proposal shall be modified unless the corresponding Modification Notice contains a valid authorization to request the modification and is read out and recorded at the opening of the Bids. Any Modification shall be read out along with the Original Bid except in case of Single Stage Two Envelope Procedure where only the Technical Proposal, both Original as well as Modification, are to be opened, read out, and recorded at the opening. Financial Proposal, both Original and Modification, will remain unopened till the prescribed financial bid opening date.
- v) Other envelopes holding the Bids shall be opened one at a time, the Bidders names, the Bid prices, the total amount of each Bid any discounts, the presence or absence of Bid Security, Bid Securing Declaration and such other details as the PCBDDA may consider appropriate, will be announced by the Procurement Evaluation Committee.
- vi) The PCBDDA will open the Technical Proposals in public at the address, date and time specified in the **BDS** in the presence of Bidders` designated representatives who choose to attend and other parties with a legitimate interest in the Bid proceedings. The Financial Proposals will remain unopened and will be held in custody of the PCBDDA until the specified time of their opening.
- vii) The envelopes holding the Technical Proposals shall be opened one at a time, and the following read out and recorded: (a) the name of the Bidder; (b) whether there is a modification or substitution; (c) the presence of a Bid Security, if required; and (d) Any other details as the PCBDDA may consider appropriate.
- viii) Bids not opened and not read out at the Bid opening shall not be considered further for evaluation, irrespective of the circumstances. In particular, any discount offered by a Bidder which is not read out at Bid opening shall not be considered further.
- ix) Bidders are advised to send in a representative with the knowledge of the content of the Bid who shall verify the information read out from the submitted documents. Failure to send a representative or to point out any un-read information by the sent Bidder's representative shall indemnify the PCBDDA against any claim or failure to read out the correct information contained in the Bidder's Bid.

- x) No Bid will be rejected at the time of Bid opening except for late Bids which will be returned unopened to the Bidder, pursuant to **4.3 (i)**.
- xi) The PCBDDA shall prepare minutes of the Bid opening. The record of the Bid opening shall include, as a minimum: the name of the Bidder and whether or not there is a withdrawal, substitution or modification, the Bid price if applicable.
- xii) The Bidders' representatives who are present shall be requested to sign on the attendance sheet. The omission of a Bidder's signature on the record shall not invalidate the contents and affect the record.

5.2. Confidentiality

- i) Information relating to the examination, clarification, evaluation and comparison of Bids and recommendation of contract award shall not be disclosed to Bidders or any other persons not officially concerned with such process until the time of the announcement of the respective evaluation report.
- ii) Any effort by a Bidder to influence the PCBDDA processing of Bids or award decisions may result in the rejection of its Bid.
- iii) Notwithstanding **ITB 2.2** from the time of Bid opening to the time of contract award, if any Bidder wishes to contact the PCBDDA on any matter related to the Bidding process, it should do so in writing or in electronic forms that provides record of the content of communication.

5.3. Clarification of Bids

- i) As per regulation 26 of PCBDDA Procurement Regulations 2024, at any stage of the procurement proceedings, the Authority may ask a supplier or contractor for clarification in order to assist in the ascertainment of qualifications or the examination and evaluation of submissions. Any clarification submitted by a Bidder that is not in response to a request by the PCBDDA shall not be considered.
- ii) The request for clarification and the response shall be in writing or in electronic forms that provide record of the content of communication. Only the correction of arithmetic errors discovered by the PCBDDA in the evaluation of Bids should be sought in accordance with ITB Clause 5.6.
- iii) The alteration or modification in The Bid which in any way affect the following parameters will be considered as a change in the substance of a bid:
 - a) evaluation & qualification criteria;
 - b) required scope of *work*
 - c) all securities requirements;
 - d) tax requirements;
 - e) Terms and conditions of bidding documents.
 - f) change in the ranking of the Bidder
- iv) From the time of Bid opening to the time of Contract award if any Bidder wishes to contact the PCBDDA on any matter related to the Bid it should do so in writing or in

electronic forms that provide record of the content of communication.

5.4. Preliminary Examination

- i) The PCBDDA will examine the Bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the Bids are generally in order.
- ii) Arithmetical errors will be rectified on the following basis:-
 - a. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the Contractor does not accept the correction of the errors, its Bid may be rejected, and its Bid security may be forfeited.
 - b. If there is a discrepancy between words and figures, the amount in words will prevail.
- iii) Prior to the detailed evaluation, the PCBDDA will determine the substantial responsiveness of each Bid to the Bidding documents, pursuant to ITB 5.5. For purposes of these Clauses, a substantially responsive Bid is one which conforms to all the terms and conditions of the Bidding documents without material deviations. Deviations from, or objections or reservations to critical provisions, **such as** those concerning **Bid Security** (ITB 3.7), **Applicable Law** (GCC Clause 30), **Taxes and Duties** (GCC Clause 32) & mandatory Registrations/ Renewals will be deemed to be a material deviation. The PCBDDA's determination of a Bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.
- iv) If a Bid is not substantially responsive, it will be rejected by the PCBDDA and may not subsequently be made responsive by the Bidder by correction of the non-conformity.
- v) Prior to the detailed evaluation of Bids, the PCBDDA will determine whether each Bid:
 - a) meets the eligibility criteria defined in **ITB 1.2**;
 - b) has been prepared as per the format and contents defined by the PCBDDA in the Bidding Documents;
 - c) has been properly signed;
 - d) is accompanied by the required securities; and
 - e) Is substantially responsive to the requirements of the Bidding Documents.
- vi) The PCBDDA's determination of a Bid's responsiveness will be based on the contents of the Bid itself.

5.5. Examination of Terms and Conditions; Technical Evaluation

- i) The PCBDDA shall examine the Bid to confirm that all terms and conditions specified in the **GCC** and the **SCC** have been accepted by the Bidder without any material deviation or reservation.
- ii) The PCBDDA shall evaluate the technical aspects of the Bid submitted to confirm

that all requirements specified in **Section III Scope of Work**, have been met without material deviation or reservation.

- iii) If after the examination of the terms and conditions and the technical evaluation, the PCBDDA determines that the Bid is not responsive in accordance, it shall reject the Bid.

5.6. Correction of Errors

- i) Bids determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected as follows: -
 - a) if there is a discrepancy between unit prices and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected, unless in the opinion of the PCBDDA there is an obvious misplacement of the decimal point in the unit price, in which the total price as quoted shall govern and the unit price shall be corrected;
 - b) if there is an error in a total corresponding to the addition or subtraction of sub-totals, the sub-totals shall prevail and the total shall be corrected; and
 - c) Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.
 - d) Where there is discrepancy between grand total of price schedule and amount mentioned on the Form of Bid, the amount referred in Price Schedule shall be treated as correct subject to elimination of other errors.
- ii) The amount stated in the Bid will, be adjusted by the PCBDDA in accordance with the above procedure for the correction of errors. The concurrence of the Bidder shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, its Bid will then be rejected, and the Bid Security may be forfeited or the Bid Securing Declaration may be executed in accordance with **ITB 3.7**.

5.7. Conversion to Single Currency

- †) As per regulation 27(6) of PCBDDA Procurement Regulations 2024., to facilitate evaluation and comparison, the PCBDDA will convert all Bid prices expressed in the amounts in various currencies shall be converted into a single currency specified in the bidding documents. The rate of exchange shall be the selling rate, prevailing on the date of opening of bids specified in the bidding documents, as notified by the State Bank of Pakistan on that day.

5.8. Post-qualification & Evaluation of Bids

- i) In the absence of **prequalification**, the PCBDDA will determine to its satisfaction whether the Bidder is qualified to perform the contract satisfactorily, in accordance with the evaluation criteria listed in BDS & pursuant to ITB Clause 1.2.
- ii) The determination will take into account the Bidder's financial, technical, and production/ supplying capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, as well as such other information required for eligibility/qualification expressed in Bid Data Sheet as the PCBDDA deems necessary and appropriate.
- iii) The PCBDDA will **technically evaluate** and compare the Bids which have been determined to be substantially responsive, pursuant to ITB Clause 5.5.
- iv) The **financial evaluation** of a Bid will be on the basis of form of Price Schedules/

Financial Bid Form 8.10 to be decided by the PCBDDA which must include clear cut instruction regarding evaluation inclusive of all prevailing taxes, duties, fees along with observance of minimum wages etc.

5.9. Contacting the PCBDDA

- i) Subject to ITB Clause 5.3, no Bidder shall contact the PCBDDA on any matter relating to its Bid, from the time of the Bid opening to the time the evaluation report is made public i.e. 07 days before the contract is awarded. If the Bidder wishes to bring additional information or has grievance to the notice of the PCBDDA, it should do so in writing.
- ii) Any effort by a Bidder to influence the PCBDDA during Bid evaluation, or Bid comparison may result in the rejection of the Bidder's Bid.

5.10. Grievance Redressal

- i) As per Regulation 61 of PCBDDA Procurement Regulations 2024., PCBDDA shall constitute a Grievance Redressed Committee (GRC) comprising of odd number of persons with proper powers and authorization to address the complaints. The GRC shall not have any of the members of the Procurement Evaluation Committee. The Committee may preferably have one subject specialist depending upon the nature of the procurement in addition to one person with legal background as per their availability to the PCBDDA.
- ii) Any Bidder feeling aggrieved can file its written complaint against the eligibility parameters or any other terms and conditions prescribed in the Bidding documents found contrary to provision of Regulation 26, and the same shall be addressed by the GRC well before the proposal submission deadline.
- iii) Any party can file its written complaint against the eligibility parameters or any other terms and conditions prescribed in the bidding documents found contrary to provision of Regulation and the same shall be addressed by the GRC well before the proposal submission deadline.
- iv) Any Bidder feeling aggrieved by the Technical Evaluation results shall lodge a written complaint within 03 days of the announcement of technical 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.
- v) The GRC shall investigate and decide upon the complaint within fifteen days of the receipt of the complaint. Mere fact of lodging of a complaint shall not warrant suspension of the procurement process.

6. Award of Contract

6.1. Notification of Award

- i) Prior to the expiration of the period of Bid validity, the PCBDDA will notify the successful Bidder in writing by registered letter or by email to be confirmed in writing by registered letter, that its Bid has been accepted.

- ii) The Successful Bidder shall sign the Contract within twenty-one (21) days from the date of issuance of the Notice of Award. The notice of award will constitute the formation of the Contract.
- iii) Upon the successful Bidder's furnishing of the Performance Guarantee pursuant to ITB Clause 6.2 (i), the PCBDDA will promptly notify each unsuccessful Bidder and will discharge its Bid security, pursuant to ITB Clause 3.7 (v).

6.2. Performance Guarantee

- i) Within fifteen (15) days after signing of the Contract, the successful Bidder shall furnish the Performance Guarantee in accordance with the Conditions of Contract, in the Performance Guarantee Form provided in the Bidding documents, or in another form acceptable to the PCBDDA.
- ii) Failure of the successful Bidder to comply with the requirement of ITB Clause (i) above or ITB Clause 6.3 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid security along with other remedies available under PCBDDA Procurement Regulations 2024. After that, the PCBDDA may decide to award the contract to the next lowest evaluated Bidder, keeping in view the Bid validity time, or call for new Bids keeping in view the concept of value for money as enunciated in regulation 4 of PCBDDA Procurement Regulations 2024.

6.3. Signing of Contract / Issuance of work Order

- i) At the same time as the PCBDDA notifies the successful Bidder that its Bid has been accepted, the PCBDDA will send the Bidder the Contract Form provided in the Bidding documents, incorporating all agreements between the parties or will issue the purchase order.
- ii) Under regulation 35 of PCBDDA Procurement Regulations 2024, where the PCBDDA requires formal signing of contract, within twenty one (21) days of receipt of the Contract Form, the successful Bidder shall sign and mention date of the contract and return it to the PCBDDA.
- iii) The successful bidder shall submit a stamp paper amounting to 0.25% of the total contract amount as per Stamp Act 1899.

6.4. Award Criteria

- i) Subject to ITB Clause 6.2, under regulation 35 of PCBDDA Procurement Regulations 2024, the PCBDDA will award the contract to the successful Bidder whose Bid has been determined to be substantially responsive and has been determined to be the lowest evaluated Bid, provided that the Bidder has been determined to be qualified to perform the contract satisfactorily.

6.5. PCBDDA's Right to Accept or Reject All Bids

- i) As per regulation 32 of PCBDDA Procurement Regulations 2024, the PCBDDA

reserves the right to accept or reject all Bids or proposals (and to annul the Bidding process) at any time prior to the acceptance of any Bid or proposal, without thereby incurring any liability towards the Bidders.

- ii) The Bidders shall be promptly informed about the cancellation of the procurement, if any
- iii) The PCBDDA shall upon request communicate to any Bidder, the grounds for cancellation of procurement, but shall not be required to justify those grounds.

6.6. Re-Bidding

- i) If the PCBDDA rejects all the Bids under regulation 32, it may proceed with the process of fresh Bidding but before doing that it shall assess the reasons for rejection and may, if necessary, revise specifications, evaluation criteria or any other condition for Bidders.

6.7. Corrupt or Fraudulent Practices

- i) The PCBDDA's Bidders, Contractors, and Contractors observe the highest standard of ethics during the procurement and execution of contracts.

"Corrupt practices" in respect of procurement process, defined in Regulation 63(c) of PCBDDA's Procurement Regulations 2024, which is as follows:

- i. "**Coercion**" 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;
- ii. "**Collusive Practice**" where an arrangement between two or more suppliers or contractors to the procurement process or procurement contract, designed to achieve with or without the knowledge of the Authority to establish prices at artificial, non-competitive levels for any wrongful gain;
- iii. "**Corrupt Practice**" 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;
- iv. "**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;
- v. "**Obstructive Practice**" 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”

ii) Blacklisting & Debarment:

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

Requirements & Procedure for Blacklisting & Debarment:

“(i) **Blacklisting** means barring an applicant, bidder, contractor, consultant or Contractor from participating in any future public procurements permanently or a for a limited time period.”

As per Regulation 64 of PCBDDA Procurement Regulations 2024:

64. Blacklisting.– (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:

- (a) acts in a manner detrimental to the public interest or good practices;
- (b) consistently fails to perform its obligations under the procurement contract;
- (c) provides false, fabricated or materially incorrect information; or
- (d) acts in a manner that leads to disqualification under paragraph (6) of regulation 25.

(2) The Authority may, on its own motion, or information provided by any party carry out an enquiry to determine, whether there is sufficient cause for blacklisting a supplier or contractor.

(3) Where the Authority is *prima facie* 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. (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.

(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:

- (a) blacklisting;
- (b) temporary debarment from participation in procurement proceedings;

(6) The blacklisting and debarment will apply to the procurement carried out by the Authority.

(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 in the procurement proceedings under any other provincial or federal law.

FOR REFERENCE ONLY

**Section III -
3.1 Scope of Services**

Sr. No.	Printer	UOM	Quantity	Delivery Time	Confirmation to Specifications
1	<p>PTA Approved Tablets Samsung or Equivalent</p> <ul style="list-style-type: none"> • Size: 10.9 inches equivalent or higher • Resolution: 2304 x 1440 pixels, 249 PPI or higher • Processor: Octa-core, 2400 MHz or higher • System chip: Exynos 1380 or higher/ equivalent • GPU: Mali G68 MP5 • 8 MP Rear Camera, 12 MP Ultra wide Front camera or higher • Memory 6GB, Storage 128GB equivalent or higher • Wi-Fi 802.11 a/b/g/n/ac/ax 2.4G+5GHz, HE80, MIMO, 1024-QAM • OS: Android (13) or Later • Battery Power: Li-ion 8,000mAh or higher • GSM plus Wifi PTA Approved • Original Touch Pen, Gray Color • Black book cover keyboard, Charger if not included in the Box <p>One (01) Year Parts and Labor</p>	Unit	24	08 – 10 weeks from the date of issuance of Purchase Order.	

	warranty for all components on site				
--	-------------------------------------	--	--	--	--

Note:

- Supplier may note that the required quantity and place indicated above are tentative only. These will be further specified in the Purchase Order to be issued by the Employer.
- The User Directorate will inspect and check the material supplied at the time of the delivery. Payment will be made on receipt of satisfactory inspection report from the said Directorate.
- In case any material is found faulty during the inspection, the Contractor will repair/replace the faulty material within 24 hours.
- On the time of delivery Employer's authorized person will check the quantity, quality, specifications of the items. Installation & removal of items is the responsibility of the Contractor. In case of any difference in unit rate and total price, the unit rates shall prevail.
- In case of any dispute regarding quantity, quality and specification, the decision of the Employer shall be final & binding.
- Bidder's one-year local warranty and representation to the 100% satisfaction of the office (CBD).
- The Procuring Agency may call for samples of the quoted items from the bidders at any stage of the Procurement Process.

FOR REFERENCE

Section-IV: Bid Data Sheet

4.1. 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) Section-II. Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

A. Introduction		
BDS Clause Number	ITB Number	Amendments of, and Supplements to, Clauses in the Instruction to Bidders
1.	1.1	Name of PCBDDA: Punjab Central Business District Development Authority The subject of procurement is: Supply of Tablets
2.	1.2	Financial year for the operations of the PCBDDA: FY 2023-24 Name of financing institution: Punjab Central Business District Development Authority Name and identification number of the Contract: PCBDDA/PRO/TENDER/2023-24/22
3.	1.2 (iv)	Bidders shall not be under a declaration of blacklisting by any Government department / other PCBDDA.
B. Bidding Documents		
4.	2.2	The address for clarification of Bidding Documents is CBD Punjab Complex, (Ex Walton Airport, Lt (Navy), Yasir Shaheed Road, Lahore
5.	2.2	Pre-bid meeting will not be held
6.	3.8	The number of documents to be completed and returned is one original only.
C. Bid Price, Currency, Language and Country of Origin		
7.	3.1	<i>English Only</i>
8.	3.4 & 3.9	The price quoted shall be <u>inclusive of all applicable taxes, duties, delivery charges and out of pocket expenses.</u> The Prices quoted will be binding and no variation in rates will be accepted due to whatsoever reason.
D. Preparation and Submission of Bids		
9.	1.2	Qualification Criteria/Knock down criteria. i) Required Bid Security. ii) All pages of the bid must be signed and stamped by the bidder. iii) Registered with applicable tax authorities i.e., NTN with Active Income Tax and GST. iv) At least 05 years of existence of the firm. (The number of

		<p>years shall be calculated from the date of registration from relevant body.)</p> <p>v) At least ten (10) government / semi government / corporate sector assignments in last 05 years related to Supply of Tablets, Mobile Phones etc. (Attach Work Orders / Contracts / Performance Certificate).</p> <p>vi) Distributer / Manufacturer Authorization Letter for participation in the bidding process.</p> <p>vii) Confirmation to the specifications of the required tablets on Company's Letterhead.</p> <p>viii) <i>Affidavit to the effect that:</i></p> <p>ix) <i>Bidder is neither currently blacklisted from any government department nor is any litigation pending in this regard.</i></p> <p>x) <i>The documents / photocopies provided with Bid are authentic. In case of any fake/bogus document found at any stage, the Bidder shall be blacklisted as per Law/ Rules.</i></p> <p>xi) <i>The provided information is correct.</i></p>
10.	1.1	PCBDDA invites sealed bids for the Supply of PTA approved Tablets from technically sound vendors. The Successful Bidder shall supply the Tablets within 8 - 10 weeks from the date of issuance of the Purchase Order.
11.	4.2	<p>The deadline for Bid submission is</p> <p>a) Day: Monday</p> <p>b) Date: <i>June 10, 2024</i></p> <p>c) Time: <i>1400 Hours</i></p>
12.	5.1	<p>Time, date/ Month/ Year, and place for Bid opening.</p> <p>a) Day: Monday</p> <p>b) Date: <i>June 10, 2024</i></p> <p>c) Time: <i>1500 Hours</i></p>
13.	6.2	Performance Guarantee will be 10% of the total contract award amount.
14.	3.7	Bid validity period after opening of the Bid is: 150 Days.
15.	3.8	Number of copies of the Bid to be provided are: Nil
E. Opening and Evaluation of Bids		
16.	5.1	<p>The Bid opening shall take place at:</p> <p>CBD Punjab Complex, (Ex Walton Airport, Lt (Navy), Yasir</p>

		<p>Shaheed Road, Lahore Day: <i>Monday</i></p> <p>Date: June 10, 2024</p> <p>Time: <i>1500 Hours</i></p>
17.	3.4	<p>The currency that shall be used for Bid evaluation and comparison purposes to convert all Bid prices expressed in various currencies is: <i>Pakistani Rupees</i></p> <p>The source of exchange rate shall be: <i>State Bank of Pakistan</i></p> <p>The date of exchange rate shall be: <i>Date of Technical Bids Opening</i></p>
F. Bid Evaluation Criteria		
18.	5.8	<p>Criteria to Bid evaluation.</p> <ol style="list-style-type: none"> i) Required Bid Security. ii) All pages of the bid must be signed and stamped by the bidder. iii) Registered with applicable tax authorities i.e., NTN with Active Income Tax and GST. iv) At least 05 years of existence of the firm. (The number of years shall be calculated from the date of registration from relevant body.) v) At least ten (10) government / semi government / corporate sector assignments in last 05 years related to Supply of Tablets, Mobile Phones, computer related devices etc. (Attach Work Orders / Contracts / Performance Certificate). vi) Distributer / Manufacturer Authorization Letter for participation in the bidding process. vii) Confirmation to the specifications of the required tablets on Company's Letterhead. viii) <i>Affidavit to the effect that:</i> <ul style="list-style-type: none"> • <i>Bidder is neither currently blacklisted from any government department nor is any litigation pending in this regard.</i> • <i>The documents / photocopies provided with Bid are authentic. In case of any fake/bogus document found at any stage, the Bidder shall be blacklisted as per Law/ Rules.</i> • <i>The provided information is correct.</i>

G. Award of Contract

19.	6.2	The Performance Guarantee shall be: <i>10% of the total Contract award amount</i>
20.	6.2	The Performance Security (or guarantee) shall be in the form of: <i>Bank Guarantee, CDR or Pay Order preferably with a validity of 12 Months. In case of CDR or Pay Order, the successful bidder shall renew the financial instrument upon it's expiry to ensure it's validity throughout the warranty of the supplied items.</i>

FOR REFERENCE ONLY

Section-V: General Conditions of Contract

1. Definitions

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

- (a) "The Contract" means the agreement entered into between the PCBDDA and the Contractor, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) "The Contract Price" means the price payable to the Contractor under the Contract for the full and proper performance of its contractual obligations.
- (c) "The Goods" means all of the equipment, machinery, and/or other materials which the Contractor is required to supply to the PCBDDA under the Contract.
- (d) "The Services" means those services described in Scope of services and other such obligations of the Contractor covered under the Contract.
- (e) "GCC" means the General Conditions of Contract contained in this section.
- (f) "SCC" means the Special Conditions of Contract.
- (g) "The PCBDDA" means the organization purchasing the Services, as named in SCC.
- (h) "The PCBDDA's country" is the country named in SCC.
- (i) "The Contractor" means the Bidder or firm supplying the Services under this Contract.
- (j) "The Project Site," where applicable, means the place or places named in SCC.
- (k) "Day" means calendar day.

2. Application

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

3. Standards

3.1. The services supplied under this Contract shall conform to the standards mentioned in the Scope of work /work plan/deputation plan.

4. Use of Contract Documents and Information;

4.1. The Contractor shall not, without the PCBDDA's prior written consent, disclose the Contract, or any provision thereof, or information furnished by or on behalf of the PCBDDA in connection

**Inspection and
Audit by the
PCBDDA.**

therewith, to any person other than a person employed by the Contractor in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

4.2. The Contractor shall not, without the PCBDDA's prior written consent, make use of any document or information enumerated in GCC Clause 4.1 except for purposes of executing the Contract.

4.3. Any document, other than the Contract itself, enumerated in GCC Clause 4.1 shall remain the property of the PCBDDA and shall be returned (all copies) to the PCBDDA on completion of the Contractor's performance under the Contract if so required by the PCBDDA.

4.4. The Contractor shall permit the PCBDDA to inspect the Contractor's accounts and records relating to the performance of the Contractor and to have them audited by auditors appointed by the PCBDDA, if so required.

**5. Performance
Guarantee**

5.1. Within ten (10) days of the signing of the Contract, the successful Bidder shall furnish to the PCBDDA the Performance Guarantee in the amount specified in SCC/Bid Data Sheet & clause 6.2 of ITB.

5.2. The proceeds of the Performance Guarantee shall be payable to the PCBDDA as compensation for any loss resulting from the Contractor's failure to complete its obligations under the Contract.

5.3. The performance guarantee shall be denominated in the currency of the Contract acceptable to the PCBDDA and shall be in one of the form of a bank guarantee, pay order or CDR issued by a reputable bank located in Pakistan, in the form provided in the Bidding documents or another form acceptable to the PCBDDA;

5.4. The performance guarantee will be discharged by the PCBDDA and returned to the Contractor not later than thirty (30) days following the date of completion of the Contractor's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in SCC.

6. Payment

6.1. The method and conditions of payment to be made to the Contractor under this Contract shall be specified in SCC.

6.2. The Contractor's request(s) for payment shall be made to the PCBDDA in writing, accompanied by an invoice describing, as appropriate, Services performed, and by documents submitted and upon fulfillment of other obligations stipulated in the Contract.

6.3. PCBDDA shall within thirty (30) days after receipt of an invoice

pay to Contractor, provided the work is satisfactory.

6.4. The currency of payment is *Pakistan Rupees (PKR)*.

7. Prices

7.1. Prices charged by the Contractor and Services performed under the Contract shall not vary from the prices quoted by the Contractor in its Bid.

8. Change Orders

8.1. The PCBDDA may at any time, by a written order given to the Contractor pursuant to GCC Clause 9, make changes within the general scope of the Contract, only if required for the successful completion of the job.

8.2. If any such change causes an increase or decrease in the cost of, or the time required for, the Contractor's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price, or both, and the Contract shall accordingly be amended. Any claims by the Contractor for adjustment under this clause must be asserted within thirty (30) days from the date of the Contractor's receipt of the PCBDDA's change order.

9. Contract Amendments

9.1. Subject to GCC Clause 8, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

10. Assignment

10.1. The Contractor shall not assign the whole of contract to anybody else. However, some parts of contract or its obligations may be assigned to sub-contractors with the prior written approval of the PCBDDA.

11. Sub-contracts

11.1. The Contractor shall notify the PCBDDA in the Bid of all subcontracts to be assigned under this Contract. Such notification, in the original Bid or later, shall not relieve the Contractor from any liability or obligation under the Contract.

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

12. Delays in the Contractor's Performance

12.1. Performance of Services shall be made by the Contractor in accordance with the Scope of services /Work Plan/ Deputation Plan as prescribed by the PCBDDA in Section VII.

12.2. If at any time during performance of the Contract, the Contractor or its subcontractor(s) should encounter conditions impeding timely performance of Services, the Contractor shall promptly notify the PCBDDA in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Contractor's notice, the PCBDDA shall evaluate the situation and may at its discretion extend the Contractor's—time for performance, with or without liquidated damages, in which case the extension shall be

ratified by the parties by amendment of Contract.

12.3. Except as provided under GCC Clause 15, a delay by the Contractor in the performance of its delivery obligations shall render the Contractor liable to the imposition of liquidated damages.

13. Liquidated Damages

13.1. Subject to GCC Clause 15, if the Contractor fails to provide the Services as per requirement/ within the period(s) specified in the Contract, the PCBDDA shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in SCC. Once the maximum is reached, the PCBDDA may consider termination of the Contract pursuant to GCC Clause 14 along with other remedies available under PCBDDA Procurement Regulations 2024.

14. Termination for Default

14.1. The PCBDDA, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Contractor, may terminate this Contract in whole or in part:

- (a) if the Contractor fails to deliver any or all of the service within the period(s) specified in the Contract,
- (b) if the Contractor fails to perform any other obligation(s) under the Contract; or
- (c) if the Contractor, in the judgment of the PCBDDA has engaged in corrupt practices in competing for or in executing the Contract. For the purpose of this clause, corrupt practices defined as follows:

“Corrupt practices” in respect of procurement process, defined in Regulation 63(c) of PCBDDA's Procurement Regulations 2024, which is as follows:

i. **“Coercion** 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;

ii. **“Collusive Practice”** where an arrangement between two or more suppliers or contractors to the procurement process or procurement contract, designed to achieve with or without the knowledge of the Authority to establish prices at artificial, non-competitive levels for any wrongful gain;

iii. **“Corrupt Practice”** 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;

iv. **“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;

v. **“Obstructive Practice”** 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”

14.2. In the event the PCBDDA terminates the Contract in whole or in part, the PCBDDA may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Contractor shall be liable to the PCBDDA for any excess costs for such similar Goods or Services. However, the Contractor shall continue performance of the Contract to the extent not terminated.

15. Force Majeure

15.1. Notwithstanding the provisions of GCC Clauses 12, 13, and 14, the Contractor shall not be liable for forfeiture of its Performance Guarantee, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

15.2. For purposes of this clause, “Force Majeure” means an event beyond the control of the Contractor and not involving the Contractor’s fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the PCBDDA in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes. Both, the PCBDDA and the Contractor, may agree to exclude certain widespread conditions e.g.: epidemics, pandemics, quarantine restrictions etc., from the purview of “Force Majeure”.

15.3. If a Force Majeure situation arises, the Contractor shall promptly notify the PCBDDA in writing of such condition and the cause thereof.

Unless otherwise directed by the PCBDDA in writing, the Contractor shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. Any difference of opinion concerning "Force Majeure" may be decided through means given herein below.

16. Termination for Insolvency

16.1. The PCBDDA may at any time terminate the Contract by giving written notice to the Contractor if the Contractor becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Contractor, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the PCBDDA.

17. Termination for Convenience

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

17.2. The Services that are complete and ready for shipment (if applicable) within thirty (30) days after the Contractor's receipt of notice of termination shall be accepted by the PCBDDA on the Contract terms and prices. For the remaining Services, the PCBDDA may choose:

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

18. Resolution of Disputes

18.1. After signing the contract or issuance of purchase order, The PCBDDA and the Contractor 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.

18.2. If, after thirty (30) days from the commencement of such informal negotiations, the PCBDDA and the Contractor have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms specified in SCC. These mechanisms may include, but are not restricted to, conciliation mediated by a third party, adjudication in an agreed and/or arbitration as per regulation 65 of PCBDDA Procurement Regulations 2024 and in accordance with Arbitration Act-1940.

19. Governing

19.1. The Contract shall be written in the language specified in SCC.

- Language** The version of the Contract written in the specified language shall govern its interpretation. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.
- 20. Applicable Law** 20.1. The Contract shall be interpreted in accordance with the laws of Punjab (Pakistan) unless otherwise specified in SCC.
- 21. Notices** 21.1. Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by any information technology mean for the time being in use and acceptable in ordinary course of business to the other party's address specified in SCC.
- 21.2. A notice shall be effective when delivered or on the notice's effective date, whichever is later.
- 22. Taxes and Duties** 22.1. Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods & Services to the Procuring Agency. In case of imposition of new taxes/duties or concession thereof after the deadlines for the submission of bids the effect thereof shall be borne or availed by the procuring agency as the case may be.
- 23. Inspections and Tests** 23.1. The Procuring Agency or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Procuring Agency. SCC and the Technical Specifications shall specify what inspections and tests the Procuring Agency requires and where they are to be conducted. The Procuring Agency shall notify the Supplier in writing, in a timely manner, of the identity of any representatives nominated for these purposes.
- 23.2. The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the Goods final destination. If conducted on the premises of the Supplier or its subcontractor(s) (if so allowed by the Procuring Agency), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring Agency.
- 23.3. Should any inspected or tested Goods fail to conform to the Specifications, the Procuring Agency may reject the Goods, and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Procuring Agency.
- 23.4. The Procuring Agency's right to inspect, test and, where necessary, reject the Goods after the Goods arrival in the Procuring Agency's country shall in no way be limited or waived by reason of the Goods having previously been inspected, tested, and passed by the Procuring Agency or its representative prior to the Goods shipment from the country

of origin.

23.5. Nothing in GCC Clause 23 shall in any way release the Supplier from any warranty or other obligations under this Contract.

24. Packing

24.1. The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods final destination and the absence of heavy handling facilities at all points in transit.

24.2. The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the Procuring Agency.

25. Delivery and Documents

25.1. Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in the Schedule of Requirements. The details of shipping and/or other documents to be furnished by the Supplier are specified in SCC.

25.2. Upon delivery, the Procuring Agency shall give receiving certificate to the supplier with the statement that, "completion certificate along with satisfactory report shall be issued after due inspection as per clause-8 of GCC, which will enable the supplier to put up the bill".

26. Insurance

26.1. The Goods supplied under the Contract shall be delivered duty paid (DDP) as mentioned under which risk is transferred to the buyer after having been delivered to final destination; hence, marine and inland insurance coverage is Supplier's responsibility. The Supplier shall ensure insurance in advance in full on prevailing premium rates at the time of shipment of the Goods on the behalf of the Purchaser for which the cost is inclusive in the Contract Price.

27. Transportation

27.1. The Supplier shall arrange such transportation of the Goods as is required to prevent their damage or deterioration during transit to their final destination as indicated in the Schedule of Requirement.

27.2 Transportation including loading/ unloading of Goods shall be arranged and paid for by the Supplier, and related cost shall be inclusive in the Contract price. The addresses of destinations/ offices shall be provided at the time signing of Contract or place of delivery as per clause 7.1 specified in SCC.

28. Incidental Services

28.1. The Supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

- (a) satisfactory performance for specified time/ quantity on-site and/or supervision of on-site assembly and/or start-up of the supplied Goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied Goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
- (d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
- (e) training of the Procuring Agency's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.

28.2. Prices charged by the Supplier for incidental services shall be included in the Contract Price for the Goods and shall not exceed:

- (i) the prevailing rates charged for other parties by the Supplier for similar services; and
- (ii) original price of Goods.

29. Warranty

29.1. The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models selected by the Procuring Agency, and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the Procuring Agency's specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods / Licenses in the conditions prevailing in the country of final destination.

29.2. This warranty shall remain valid for a period of one (01) year 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 Contract.

29.3. The Procuring Agency shall promptly notify the Supplier in writing of any claims arising under this warranty.

29.4. Upon receipt of such notice, the Supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective Goods or parts thereof, without costs to the Procuring Agency.

29.5. If the Supplier, having been notified, fails to rectify the defect(s) within the period specified in SCC, within a reasonable period, the Procuring Agency may proceed to take 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/relevant provision of PCBDDA Procurement Regulations 2024 including Blacklisting.

Section-VI. Special Conditions of Contract

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

1. Definitions (GCC Clause 1)

GCC 1.1 (g)—The Procuring Agency is: Punjab Central Business District Development Authority

GCC 1.1 (h)—The Procuring Agency's country is: Pakistan

GCC 1.1 (i)—The Supplier is: ABC

GCC 1.1 (j)—The Project Site is: *CBD Complex, Ex Walton Airport, Lt. Navy Yasir Shaheed Road, Lahore*

2. Performance Guarantee (GCC Clause 5)

2.1 within **fifteen (15) days of the signing of the Contract;**

2.1.1 in the form of Bank Guarantee, pay order or CDR, issued by a scheduled bank operating in Pakistan, as per the format provided. In case of CDR or Pay Order, the successful bidder shall renew the financial instrument upon its expiry to ensure its validity throughout warranty of the equipment.

2.1.2 for an amount of 10% of the total awarded amount;

2.1.3 denominated in Pak Rupees;

2.1.4 no other shape or form of performance security shall be acceptable with any validity less than the prescribed time period.

2.2 The Performance Security shall be payable to the Procuring Agency, on occurrence of any of the following events:

2.2.1 If the Service Provider commits a default under the Contract;

2.2.2 If the Service Provider fails to fulfil the obligations under the Contract;

2.2.3 If the Service Provider violates any of the terms and conditions of the Contract.

2.3 The Service Provider shall cause the validity period of the performance security to be extended for a period(s) directly proportional with any extension in the term of the Contract. The Performance Security shall be returned to the Service Provider within thirty working days after the expiry of its validity on written request from the Service Provider.

3. Inspections and Tests (GCC Clause 26)

As per GCC Clause 23.

4. Packing (GCC Clause 27)

GCC 24.

5. Delivery and Documents

(GCC Clause 25)

GCC 25.2—Upon shipment, the Supplier shall notify the Procuring Agency the full details of the shipment, including Contract number, description of Goods, quantity. The Supplier shall mail the following documents to the Procuring Agency:

- (a) Bill
- (b) Sales Tax Invoice
- (c) Delivery Challan
- (d) Warranty Certificate from the Supplier on Stamp Paper worth PKR 300.

6. Insurance

GCC 26.1— The Goods supplied under the Contract shall be delivered duty paid (DDP) under which risk is transferred to the buyer after having been delivered, hence insurance coverage is sellers responsibility. Since the Insurance is sellers responsibility they may arrange appropriate coverage.

7. Incidental Services (GCC Clause 28)

GCC 28

8. Warranty

GCC 29.4 & 29.5—The period for correction of defects in the warranty period is Fifteen (15) Days.

9. Payment (GCC Clause 6)

GCC 6.1—The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:

Payment for Goods supplied:

Lumpsum payment shall be made in Pak. Rupees after successful delivery and inspection of Goods at PCBDDA's designated location. Payment shall be made after making deductions of applicable taxes and liquidated Damages, if applicable. Payment will be made within 45 days after submission of invoice and delivery of items.

10. Prices (GCC Clause 7)

GCC 7.1—Prices shall be fixed and shall not be adjusted.

11. Liquidated Damages (GCC Clause 13)

GCC 13.1—Applicable rate:

0.1% of the total Purchase Order amount will be imposed per day, maximum to 10% of the total Purchase Order amount, in case of late delivery past due date of delivery schedule.

12. Resolution of Disputes (GCC Clause 18)

GCC 18.2—The dispute resolution mechanism to be applied pursuant to GCC Clause 18.2 shall be as follows:

In the case of a dispute between the Procuring Agency and the Supplier, the Parties shall make all reasonable endeavours to settle amicably. If dispute cannot be amicably settled between the parties within four (04) weeks after such dispute arising may be referred by either party to conciliation in accordance with the provisions set forth in the Pakistan Rules of Arbitration (under Arbitration Act 1940). The place of arbitration shall be the Lahore and the language of the arbitration shall be English.

13. Applicable Law (GCC Clause 20)

GCC 20.1-The Contract shall be interpreted in accordance with the laws applicable in the jurisdiction of the province of Punjab (Pakistan).

14. Notices (GCC Clause 21)

GCC 21.1—Procuring Agency's address for notice purposes:

Punjab Central Business District Development Authority
CBD Complex, Ex Walton Airport,
Lt. Navy Yasir Shaheed Road, Lahore
Tel: 042 99058800

M/s ABC

Section-VII. Schedule of Requirements/Work Plan/ Deputation Plan

Sr. No.	Printer	UOM	Quantity	Delivery Time
1	<p>PTA Approved Tablets Samsung or Equivalent</p> <ul style="list-style-type: none"> • Size: 10.9 inches equivalent or higher • Resolution: 2304 x 1440 pixels, 249 PPI or higher • Processor: Octa-core, 2400 MHz or higher • System chip: Exynos 1380 or higher/ equivalent • GPU: Mali G68 MP5 • 8 MP Rear Camera, 12 MP Ultra wide Front camera or higher • Memory 6GB, Storage 128GB equivalent or higher • Wi-Fi 802.11 a/b/g/n/ac/ax 2.4G+5GHz, HE80, MIMO, 1024-QAM • OS: Android (13) or Later • Battery Power: Li-ion 8,000mAh or higher • GSM plus Wifi PTA Approved • Original Touch Pen, Gray Color • Black book cover keyboard, Charger if not included in the Box • One (01) Year Parts and Labor warranty for all components on site 	Unit	24	08 – 10 weeks from the date of issuance of Purchase Order.

Note:

- Supplier may note that the required quantity and place indicated above are tentative only. These will be further specified in the Purchase Order to be issued by the Employer.

- The User Directorate will inspect and check the material supplied at the time of the delivery. Payment will be made on receipt of satisfactory inspection report from the said Directorate.
- In case any material is found faulty during the inspection, the Contractor will repair/replace the faulty material within 24 hours.
- On the time of delivery Employer's authorized person will check the quantity, quality, specifications of the items. Installation & removal of items is the responsibility of the Contractor. In case of any difference in unit rate and total price, the unit rates shall prevail.
- Bidder's one-year local warranty and representation to the 100% satisfaction of the office (CBD).
- In case of any dispute regarding quantity, quality and specification, the decision of the Employer shall be final & binding.
- The Procuring Agency may call for samples of the quoted items from the bidders at any stage of the Procurement Process.

FOR REFERENCE

Section-VIII: Sample Forms

8.1 Bid Form

To be signed & stamped by the Contractor and reproduced on the letter head. To be attached with the Bid

Date: _____

To:

*Punjab Central Business District Development Authority
CBD Punjab Complex, Ex Walton Airport, Lt. Navy,
Yasir Shaheed Road, Lahore*

Gentlemen :

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

We undertake, if our Bid is accepted, specified in the Schedule of Requirements.

If our Bid is accepted, we will obtain the guarantee of a bank in a sum equivalent to ten (10) percent of the Contract Price for the due performance of the Contract, in the form prescribed by the PCBDDA.

We agree to a Bid by this Bid for a period of *[number]* days from the date fixed to Bid opening under Clause 2.3.7 of the Instructions to Bidders, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

[In case of single stage two envelope bidding procedure],

The Composition of our bid consists on separate Technical and financial bids, detail of which is as follows:

Technical bid includes the following:-

- a) Complete bidding document (without filling) signed and stamped by the bidder
- b) All the forms relevant to the technical bid, to be reproduced on the letter head of the bidder as indicated on each individual form.

- c) Bid security form along with financial instruments *i.e. Bank Guarantee / Bank call-deposit (CDR) / Demand Draft (DD) / Pay Order (PO) or Banker's cheque*] valid for Thirty (30) Days, beyond the validity of Bid in the manner as prescribed on the bid security form **8.9**.

Financial bid includes the following:-

- a) Original Bid form (as per **form 8.1** of Bidding documents) on letter head of the firm, duly signed and stamped.
- b) Price schedule / financial form (as per **form 8.8**) to be reproduced on the letter head of the bidder duly signed and stamped.
- c) Copy of Bid security form (as per **form 8.9**) along with copy of financial instrument.

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

Name and address of Contractor	Amount and Currency
--------------------------------	---------------------

_____	_____
_____	_____
_____	_____

(if none, state "none")

We understand that you are not bound to accept the lowest or any Bid you may receive.

Dated this _____ day of _____ 20_____.

[signature]

[in the capacity of]

Duly authorized to sign Bid for and on behalf of _____

8.2 Bidder's JV Members Information Form

Joint Venture / Consortiums are not allowed.

FOR REFERENCE ONLY

8.3. Bidder Profile Form

[To be signed & stamped by the Bidder and reproduced on the letter head. To be attached with Technical Bid]

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

8) Audited Financial Statement Attachment (Last 3 years)

Yes	No
-----	----

b) Details of Experience (Last Five Years)

(i)	Similar Project (Agency/Department)	Item Name
(ii)	Value of total Projects/Tenders/Pos	Amount

8) Staff Detail and last month Payroll

Yes	No
-----	----

N/A

8.4. General Information Form

[To be signed & stamped by the Bidder and reproduced on the letter head. To be attached with Technical Bid]

		Particulars		
Company Name				
Abbreviated Name				
National Tax No.			Sales Tax Registration No	
PRA Tax No.				
No. of Employees			Company's Date of Formation	

*Please attach copies of NTN, GST Registration & Professional Tax Certificate

Registered Office Address		State/Province	
City/Town		Postal Code	
Phone		Fax	
Email Address		Website Address	

8.5. Affidavit

[To be printed on PKR 100 Stamp Paper, duly attested by oath commissioner. To be attached with Technical Bid]

Name: _____

(Applicant)

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

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

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

- (i) The firm has not been blacklisted by any Department.
- (ii) The documents/photocopies provided with Bid are authentic. In case, any fake/bogus document was found at any stage, the firm shall be blacklisted as per Law/ Rules.
- (iii) Affidavit for correctness of information.
- (iv) Contractor/firm is not blacklisted or subject to any pending litigation with any Government or Public Department

[Name of the Contractor/ Bidder/ Contractor] undertakes to treat all information provided as confidential.

Signed by an authorized Officer of the company

Title of Officer: _____

Name of Company: _____

Date: _____

8.6. Performance Guarantee Form

[To be signed & stamped by the Bidder and reproduced on the letter head. To be attached with Technical Bid]

To,

*Punjab Central Business District Development Authority
CBD Complex, Ex Walton Airport, Lt. Navy,
Yasir Shaheed Road, Lahore*

WHEREAS (Name _____ of _____ the _____ Contractor/ _____ Contractor) hereinafter called “the Contractor” has undertaken, in pursuance of “INVITATION TO BID FOR THE “**PROVISION OF _____**” procurement of the following:
[Please insert details].

(Here in after called “the Contract”).

AND WHEREAS it has been stipulated by you in the Contract that the Contractor shall furnish you with a bank guarantee by a scheduled bank for the sum specified therein as security for compliance with the Contractor’s performance obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor a Guarantee;

THEREFORE WE hereby affirm that we are Guarantor and responsible to you, on behalf of the Contractor, up to a total of _____ (Amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the Contractor to be in default under the Contract, and without cavil or argument, any sum or sums as specified by you, within the limits of _____ (Amount of Guarantee) as aforesaid without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

[NAME OF GUARANTOR]

Signature _____

Name _____

Title _____

Address _____

Seal _____

Date _____

**8.7. Contract Form
Closed Framework Agreement**

THIS AGREEMENT made on the XX day of XX, 2024 between *Punjab Central Business District Development Authority* (hereinafter called "the Procuring Agency") on the one part and *M/s ABC* (hereinafter called "the Supplier") on the other part:

WHEREAS the Procuring Agency invited Bids for Procurement of PTA approved Tablets and has accepted a Bid by the Supplier for the supply of those Goods in the sum of Rs. XXX/- (*Pak XXXXX only*) (hereinafter called "the Contract Price"). NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - a. the General Conditions of Contract;
 - b. the Special Conditions of Contract;
 - c. the Technical Specifications;
 - d. Price Schedule and
 - e. Performance Guarantee Form.
3. In consideration of the payments to be made by the Procuring Agency to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Procuring Agency to provide the Goods and services and to rectify defects therein in conformity with all respects in accordance with the provisions of the Contract.
4. The Procuring Agency hereby covenants to pay the Supplier in consideration of the provision of the Goods and services and the rectification of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

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

**For Punjab Central Business
District Development Authority:**

For M/s ABC

Signature
Name: ABC
Designation: XYZ

Signature
Name:
Designation:

WITNESSES

Signature: _____

Signature: _____

CNIC #: _____

CNIC #: _____

Name: _____

Name: _____

8.8. Financial Bid Form/Price Schedule

[To be signed & stamped by the Bidder and reproduced on the letter head. To be attached with Financial Bid]

Sr. No.	Printer	UOM	Quantity	Unit Rate	Total Rate
1	PTA Approved Tablets Brand: (Specify Brand & Model) <ul style="list-style-type: none"> • Size: 10.9 inches equivalent or higher • Resolution: 2304 x 1440 pixels, 249 PPI or higher • Processor: Octa-core, 2400 MHz or higher • System chip: Exynos 1380 or higher/equivalent • GPU: Mali G68 MP5 • 8 MP Rear Camera, 12 MP Ultra wide Front camera or higher • Memory 6GB, Storage 128GB equivalent or higher • Wi-Fi 802.11 a/b/g/n/ac/ax 2.4G+5GHz, HE80, MIMO, 1024-QAM • OS: Android (13) or Later • Battery Power: Li-ion 8,000mAh or higher • GSM plus Wifi PTA 	Unit	24		

Sr. No.	Printer	UOM	Quantity	Unit Rate	Total Rate
	Approved <ul style="list-style-type: none"> • Original Touch Pen, Gray Color • Black book cover keyboard, Charger if not included in the Box • One (01) Year Parts and Labor warranty for all components on site 				

Note:

- All Prices shall be inclusive of all applicable taxes.
- No cutting or overwriting is allowed. Any cutting or overwriting will lead to rejection of the financial bid.
- The estimated quantity is tentative, and the actual quantity will be specified in the purchase order.
- The User Directorate of PCBDDA will inspect and check the material supplied at the time of the delivery. Payment will be made on receipt of satisfactory report from the said technical or inspection committee / team.
- The Procuring Agency may call for samples of the quoted items from the bidders at any stage of the Procurement Process.
- In case the firm quotes nil rate for any item, then that item shall be considered as having quoted rate of ZERO and shall be supplied by the firm Free of Cost.
- If there is a discrepancy between the unit rate and the total price entered in the Price schedule, resulting from incorrect multiplication of the unit rate by the quantity (provided in the Bidding Document), the unit rate as quoted shall govern and the total price shall be corrected.
- The Rates shall remain valid throughout the bid validity period.

Signature of authorized person
 Name:
 (Company Seal)

8.9. Bid Security Form

[To be signed & stamped by the Bidder and reproduced on the letter head. To be attached with Financial Bid]

Whereas *[name of the Bidder]* (hereinafter called "the Bidder") has submitted its Bid dated *[date of submission of Bid]* for the supply of *[name and/or description of the services]* (hereinafter called "the Bid").

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

THE CONDITIONS of this obligation are:

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

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

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