

**PAKISTAN BROADCASTING CORPORATION
HEADQUARTERS G-5/1 ISLAMABAD**

BIDDING DOCUMENTS

Tender Enquiry: ENG/PROC-4(253-A)/22

**Supply and Installation of Studio Equipment (Action Camera, Tripod, Microphone,
Microphone Stand, Speakers, Headphone, Mixer), Computer, Printer, A.C (1.5 Ton),
LED, UPS (With Battery)**

ON DDP BASIS

FOR PAKISTAN BROADCASTING CORPORATION

ISLAMABAD, PROVINCIAL HEADQUARTERS & MULTAN

**Procurement Cell Constitution Avenue Islamabad
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TABLE OF CONTENTS**

CLAUSE NO.	DESCRIPTION	PAGE NO
1.	Definitions and Interpretations	3-4
2.	General	5-7
3.	Eligibility Conditions for Evaluation Criterion of Bids and Bidders	7
4.	Cost of tendering	8
5.	Clarification of tender documents	8
6.	Amendment of tender documents	9
7.	Preparation of Bids	9
8.	Language of Bid Documents	9
9.	Price	10
10.	Tender Security/Earnest Money	10
11.	Validity of Bids	10
12.	Deadline for Submission of Bid	10
13.	Modification and Withdrawal of Bid	11
14.	Opening of Bids	11
15.	Responsiveness of Bids	11
16.	Evaluation Criterion	11
17.	Correction of Bid Price Procedure	12
18.	Commercial Compliance Statement	12
19.	Variation Order	12
20.	Award Criteria and PBC Rights	12
Section-II	Terms and Conditions of Contract	13-17
Annexure-A	Technical Specifications	18-19
Annexure-B	Bill of Quantity (BOQ)	20
Annexure-C	Special Conditions	21
Annexure-D	Certificate of Affidavit/Declaration	22
Annexure-E	Price Schedules	23
Annexure-F	Commercial Compliance Statement	24

(Note: This Document contains 24 pages only)

1. DEFINITIONS AND INTERPRETATIONS:

The following words and expressions shall have the meaning assigned to them as defined hereunder:

- 1.1 **“ACCEPTANCE TEST PROCEDURES”** means test procedure specified as per approved Provisional Acceptance Test (PAT) protocols by PBC M&O Wing or by the Contractor and approved by PBC as it is or with modifications.
- 1.2 **“ACCEPTANCE TEST(S)”** means the test(s) specified in the technical Specifications as per approved protocols by PBC to be carried out to ascertain whether the Facilities or a specified part thereof is able to attain the performance level specified in and as per approved PAT protocols by PBC M&O wing in accordance with provisions of Contract.
- 1.3 **“BOQ”** stands for Bill of Quantities of each job /work as mentioned in this contract and its Annexures according to which Contractor supply equipment & services.
- 1.4 **“GOODS”** means products, equipment, spares, and commodities including hardware & software. The Goods includes all the equipment, machinery, and any other material which the Contractor is required to supply to PBC as mentioned in the BOQ under this Contract, including Hardware, Firmware and Software of all types specified explicitly or implicitly and/or required for a fully functional system (s) as per PBC specifications and performance objectives.
- 1.5 **“GOOD RECEIPT CERTIFICATE/NOTE” (GRN)** means Certificate/ Note issued by the Consignee certifying receipt of Goods in good order and condition.
- 1.6 **“CONTRACT”** means the conditions of agreement, the scope of work, the specifications, drawings, BOQ including all Annexures of contract documents.
- 1.7 **“CONTRACT PRICE”** means the total price of contract for Goods and services on Delivered Duty Paid (DDP) basis as attached at **Annexure-“A”** and is firm, Fix and final and no variations whatsoever shall be acceptable to the purchaser. All such charges, if levied, on consignments of replacements of defective and short supplies items/item will be borne by the Contractor.
- 1.8 **“CONTRACT DOCUMENTS”** means the documents in Article (CONTRACT DOCUMENTS) including the changes made if any.
- 1.9 **“DELIVERY CHARGES”** means local transportation, off shore shipment charges or any other way of transportation used to import the Goods including handling, storage, insurance and any other charges incidental to delivery of Goods at their final destination.
- 1.10 **“SITE”** means the land of locations, building and any other places including container etc. where the facilities/equipment has to be installed, commissioned and tested.
- 1.11 **“SERVICES”** means Supply & Installation of Studio Equipment on DDP basis with all allied accessories
- 1.12 **“TIME OF COMPLETION”** means the time schedule within which completion of the work (equipment and services) as a whole as per provision of Contract.
- 1.13 **“ORIGIN”** means the place where Goods are mined, grown or produced from where ancillary services are supplied, Goods are produced, when through manufacturing, processing or substantial and major assembling of components, commercially recognized products results that is substantially different in basic characteristics or in purpose of utility from its components.
- 1.14 **“LIQUIDATED DAMAGES” (LD)** means the monetary damages imposed upon the Contractor and payable to PBC by the Contractor on account of its late delivery of a whole or part of project.
- 1.15 **“PERFORMANCE GUARANTEE”** means a guarantee issued by a scheduled bank located in Pakistan in CDR form prior to the signing of the Contract for an amount equivalent to 10% of total contract amount which will serve two purposes:
 - a. **It keeps the successful bidder on track if he fails to deliver &** becomes defaulter/insolvent or deviates from any other obligation then his performance security will be forfeited.

- b. In case the successful bidder/contractor successfully delivers the equipment, installed, commissioned, PAT is signed and PAC is issued then it will be retain for the entire warranty period starting from the date of issuance of PAC and remain valid until the issuance of FAC on completion of agreed warranty period by the end user.
- 1.16 **“WARRANTY PERIOD”** shall mean the period(s) be the warranty mentioned in the web site & technical brochures but should not be less than TWELVE (12) months starting from the date of PAC.
- 1.17 **“PAT”** means provisional acceptance test, which shall be conducted in accordance with PAT protocols within seven (07) days from the notified installation date.
- 1.18 **“PAC”** means Provisional Acceptance Certificate that will be issued by end user OR ULTIMATECONSIGNEES.
- 1.19 **“FAC”** means Final Acceptance Certificate, which will be issued by end user to Controller Procurement within seven (07) days after one month (30days) of completion of specified continuous warranty period (without any break due to faults in Software or Firm ware/Hardware in the Goods) . It will start from the date of issuance of PAC.
- 1.20 **“BEC”** The Bid Evaluation Committee approved by competent authority (DG PBC) for legal, financial & technical scrutiny and evaluation of bids.
- 1.21 **“BIDDER”** means a person who submits a bid.
- 1.22 **“BID”** means a tender, or an offer, in response to an invitation, by a person, consultant, firm, company or an organization expressing his or its willingness to undertake a specified task at price.

INSTRUCTIONS TO THE BIDDERS

2. GENERAL

2.1 INTRODUCTION

With independence on 14TH August-1947, Radio Pakistan also came into existence by parting ways with the then All India Radio. After rendering the service of around 26 years, Radio Pakistan was converted into a statutory body through a parliamentary Act No. XXXII-1973 in 1973 and Radio Pakistan became PAKISTAN BROADCASTING CORPORATION. The purpose of enacting Radio Pakistan as a “corporation” was to disseminate impartial news and analysis, besides education, information and entertainment, to general public through a vast network of broadcasting and transmitting equipment installed in large cities of the country with its headquarters in capital, Islamabad. In addition, the aims and objectives of this public sector state broadcaster include, promoting soft image of the country in terms of Islamic, social and cultural values in and outside its territorial boundaries.

The administrative and financial affairs of PBC are governed by a Board of Directors (BoD) with Secretary Information as its Chairman. The appointment of BoD members is made by the federal government.

2.2 SCOPE OF WORK:

- 2.2.1. Supply of studio equipment & allied parts from Sr. No. 1 to 8 as tabulated below and supply & installation of equipment & allied parts from Sr. No. 9, 11 & 12 for **Pakistan Broadcasting Corporation Islamabad, Lahore, Karachi, Quetta & Multan at the specified place/site as mentioned at Annexure-B (BOQ)** on DDP basis as per **Annexure-A**.

Sr. No.	Description of Items
1.	Microphone
2.	Microphone Stand
3.	Speakers (230W)
4.	Headphone (with Mic)
5.	Computer (10th generation, core i5, 8GB RAM, 128 GB SSD, 500GB HDD)
6.	Printer
7.	LED TV (32 inch)
8.	UPS 500 VA (with Batteries)
9.	A.C (1.5 Ton)
10.	Camera Tripod
11.	Action Camera (with memory card kit)
12.	8-8 channel Audio Mixer

- 2.2.2 The suppliers/bidders may submit their proposal according to their field of experience & capability. Different bidders may pick the equipment from the tender list & submit proposal accordingly.

- 2.2.3. For the execution of the work the bidder shall undertake to supply all hardware and software where applicable including equipment, installation material, interfacing units etc. as detailed at (**Annexure-A**), which shall be necessary to make the equipment fully

functional and operative. Any other item (i.e. hardware or software) or any other entity which may not have specifically been mentioned at (**Annexure-A**), but is/are necessary to meet the Specifications, Bill of Material and site requirements shall be provided by the bidder without any extra cost to PBC. Following items (but not limited to) shall be required for the execution of the work.

- i) Hardware
- ii) Software
- iii) Power cabling
- iv) Installation materials
- v) Services (Engineering, Installation, Integration, Support, etc.)
- vi) Civil works if required for installing of equipment at identified site where applicable.
- vii) Documentation, Operation & trouble shooting/ maintenance manual, CD of software (for mixer, action camera and UPS 500VA)

2.2.4. The offered/quoted equipment shall comply and be in accordance with all the technical provisions as enunciated in technical specifications at (**Annexure-A**) and Special conditions mentioned at (**Annexure-C**).

2.3 GENERAL INSTRUCTIONS

PBC invites sealed bids/ proposal under single stage two envelop procedure (technical & financial) from well reputed, financially sound dealers, firms, General order suppliers registered with income & sales tax department having valid NTN & GST number for supply of equipment mentioned against Sr. # 1 to 8 & supply, installation & testing of equipment mentioned against Sr.# 9, 11 & 12 as mentioned above.

The bidder shall undertake to:

- 2.3.1 Keep PBC informed of technological and other developments in the products offered and methods of incorporating such developments economically to PBC.
- 2.3.2 The bidder should have experience of supply and installation of Audio Mixer & Action Camera. The seller/bidder will provide list of previously quoted equipment installed base references in Pakistan including the name and phone numbers of contact persons.
- 2.3.3 The supplied equipment shall be flexible, efficient, rapid, accurate and reliable.
- 2.3.4 The proposed equipment should be brand new & free of faults and field proven in local and international market.
- 2.3.5 Equipment shall have low power consumption and energy efficient.
- 2.3.6 Equipment shall be of the latest state-of-the-art technology, currently available in national and international market.
- 2.3.7 The equipment shall be able to withstand the voltage variations and should have enough protection against over voltage and over current and low voltage cut off protection. The equipment should be customized built to protect the equipment from transient or oscillatory surges.
- 2.3.8 The proposed equipment shall have inbuilt cooling system to coup with the temperature variations and dusty atmosphere in Pakistan.
- 2.3.9 The participating bidder may submit the proposal according to their respective field of experience and technical capability specially regarding Audio Mixer, Action Camera & UPS

2.4 INSTALLATIONS

- 2.4.1 The bidder shall supply, install and configure the Audio Mixer & Action Camera along with allied equipment and deliver other equipment against their respective site respectively.
- 2.4.2 The bidder will be bound to replace the equipment/item within 48 hours if declared faulty by the PBC Engineers during installation.
- 2.4.3 The PBC engineers will test the equipment/item. On the satisfactory report of end user the PAC will be issued after one month of performance observance.
- 2.4.4 The bidder shall provide all cables, connectors, and installation materials required.

- 2.4.5 Wiring /cabling, connectors shall be of flexible design that can be easily added, rearranged or removed.
- 2.4.6 Minor modifications in the building like making holes in the wall; roof or floors (if) required for the execution of the works/installation of equipment, shall be done by the bidder.
- 2.4.7 The bidder will be bound to replace the equipment, if the equipment does not work as per requirement of PBC.
- 2.4.8 The successful bidder will provide a CD of software for Audio Mixer free of cost for reconfiguration by PBC engineers, if and when required.
- 2.4.9 PBC's Engineers (End User) Report regarding the workmanship will be considered as final.

2.5 Maintenance Support

- 2.5.1 The bidder shall recommend the type of routine/preventive and corrective maintenance SOP with duration to Purchaser/Buyer particularly for Audio Mixer & Action Camera.
- 2.5.2 The bidder will clearly indicate the name telephone number and email address of the persons (local or foreigners) for quick trouble shooting purpose.
- 2.5.3 The bidder will provide comprehensive hardware and software support to PBC during the one year warranty period where applicable.
- 2.5.4 The Warranty Period will start after the issuance of the PAC (Provisional Acceptance Certificate) and will continue till the issuance of FAC (Final Acceptance Certificate) by the end-user.
- 2.5.5 The bidder shall repair the equipment with the fastest speed and return it back to PBC incase Equipment/Accessories cease to function due to minor faults in software or hardware or due to any reason within warranty period. The repaired equipment must operate as per satisfaction of PBC. If there exists manufacturing fault in supplied equipment and allied accessories, the bidder will be bound to replace the faulty equipment with brand new equipment if panel of PBC engineer declares that there exists a manufacturing fault in the supplied equipment. The Supplier/Bidder will provide bank guarantee against total DDP cost of supplied equipment before lifting if the equipment is to be sent abroad, within the warranty period and till the issuance of Final Acceptance Certificate (FAC) by the end user.
- 2.5.6 The period of fault in the equipment will be excluded from the warranty period.

3. ELIGIBILITY CONDITIONS FOR EVALUATION CRITERION OF BIDDS & BIDDERS

Invitation to submission of sealed bids is open to all General order suppliers, OEM's (Original Equipment Manufacturers), their authorized dealers/partners in Pakistan and the firms as well as potential bidders who have respective experience of relevant work specially for supply & installation of Audio Mixer & Action camera and meet the following conditions:-

- 3.1 Have relevant experience of supplying such equipment/item both in public sector & private sector within Pakistan.
- 3.2 Incumbent bidder may preferably provide all the record of its previous supplies & installations along with contracts/purchase orders detail (i.e. amount, date and time of completion, description of items) and contact details of concerned person for reference and verification.
- 3.3 Registered with taxation departments of Pakistan as active taxpayers. NTN & GST number must be mentioned legibly. The firm will be bound to provide current and previous bank statements of his accounts and audit reports along with the quotation.
- 3.5 Bidder should provide undertaking on Judicial Stamp paper worth minimum Rs.100 of the following as per Performa attached at **Annexure-D**.
 - a. Firm has read all clauses of this tender document carefully and if firm agrees with all clauses only then submit tender documents with sign and company stamp.

- b. Firm is financially sound enough; project will not be delayed/ failed due to lack of finance.
 - c. Offered equipment is of latest version.
 - d. Technically qualified bidder's financial position must be strong enough to procure the tendered equipment and technically capable to supply and install (Audio Mixer etc.) as per requirement of PBC. Under any circumstances the supply shall not be delayed due to dearth of bidder's financial position as well as due to his technical inability. The bidder shall also guarantee in the affidavit that he is financially and technically capable to resolve the discrepancies in the equipment and can replace with brand new equipment, keeping the faulty one at site.
 - e. The bidder under takes that he himself & his firm not involved in corrupt & fraudulent practices as described in PPRA rule 2004 clause 2 sub clause (f)
 - f. In case the bidder deviates from any commitment made in his technical proposal/ offer, then his bid security will be forfeited & may be debarred/ cross debarred for reasonable time period.
 - g. The bidder cannot raise any objection on the terms & conditions of bid document as stated in clause-5 below.
- 3.6 In case of OEM intends to participate, it must be registered with relevant taxation and registration authorities of Pakistan with registered offices.
- 3.7 The equipment/brands that are already operating in PBC will be evaluated on the base of equipment's performance obtained through End User/C (M&O) and responsiveness of supplier/bidders will be evaluated on the base of responsiveness with procurement cell as well as response to the end user.
- 3.8 Prospective Bidder must provide Valid Documentary proof against serial Nos. 3.1 to 3.6 along with the bid. Non-Submission of any of above document will lead to consideration of a firm as NON-RESPONSIVE (As per rule # 13 PPRA Rules 2004) and Sub-sequent NON-CONSIDERATION for the evaluation.
- 3.9 The bidders can quote the equipment in USD in their proposals whereas the final price/quotation will be locked at the time of opening of financial bids which will be converted into Pakistani rupees for payment at the completion of task.

4. COST OF TENDERING

The bidder shall bear all costs associated with the preparation and submission of its bid and the PBC will, in no case, be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

5. CLARIFICATIONS OF TENDER DOCUMENTS

- 5.1 A prospective bidder requiring any clarification(s) regarding technical and commercial aspects of the tender document may notify to Controller (Procurement) PBC. The concerned officer from PBC Procurement cell will respond to any request for clarification, which receives well before (approximate **05** working days or more) to the deadline for the submission of bids. Copies of PBC's response will be forwarded to all prospective bidders (if not already clarified in the tender/ RFP). **(As per of PPRA RULE 2004 clause 31)**
- 5.2 If any bidder may require any clarifications to queries regarding the clauses of the tender documents or he has any objections in tender documents' clauses, he must discuss in detail at least 05(five) days before opening of tender/bids (preferably 5 days before cutoff date). No objections will be accepted regarding tender documents' clauses raised by the successful bidder will be entertained after technical bids opening as stated **PPRA Rule 2004 clause-48 part 3 & 5**. In case successful bidder raises objections after declared as successful bidder and does not proceed to signed the agreement with PBC by raising objections in the TOR of tender doc incompliance with **PPRA rule 2004 clause 30 part (3)**. In that case bid security of successful bidder will be forfeited and he will be barred for future participation in PBC tenders.

6. AMENDMENT OF TENDER DOCUMENTS

- 6.1 At any time prior to the deadline for submission of bids, PBC may, for any reason, whether at his own initiative or in response to a clarification requested by a prospective bidder, modify the tender documents by issuing addendum/amendment in accordance with **PPRA Rule 2004 clause 31**.
- 6.2 Any addendum/amendment thus issued shall be part of the tender documents. To afford bidders reasonable time in which to take an addendum into account in preparing their bids, PBC may at its discretion extend the deadline for submission of bids.

7. PREPARATION OF BIDS

- 7.1 Bids should be prepared considering “*Single Stage-Two Envelope*” procedure under **PPRA Rule clause 36 (b)**.
- (i) The bid shall comprise a single package containing two separate envelopes. Each envelope shall contain **separately** the **financial proposal** and the **technical proposal**;
 - (ii) The envelopes shall be marked as “FINANCIAL PROPOSAL” and “TECHNICAL PROPOSAL” in bold and legible letters to avoid confusion;
 - (iii) Initially, only the envelope marked “TECHNICAL PROPOSAL” shall be opened; technical proposal should contain detail specification of offered/quoted equipment along with other obligatory requirements of this tender/RFP.
 - (iv) The envelope marked as “FINANCIAL PROPOSAL” shall be retained in the custody of the procuring agency without being opened;
 - (v) The procuring agency shall evaluate the technical proposal in a manner prescribed in advance, without reference to the price and reject any proposal which does not conform to the specified requirements;
 - (vi) During the technical evaluation no amendments in the technical proposal shall be permitted;
 - (vii) The financial proposals of bids shall be opened publicly at a time, date and venue announced and communicated to the bidders in advance.
 - (viii) After the evaluation report of BEC about the technical proposal the procuring agency, shall at a time within the bid validity period, publicly open the financial proposals of the technically accepted bids only. The procuring agency will follow the **PPRA RULE 2004 clause#48 sub clause #3**. The financial proposals of bids found technically non-responsive shall be returned un-opened to the respective bidders.
 - (ix) The bid found to be evaluated as most advantageous by BEC shall be accepted as described in **PPRA rule 2004 clause#2 sub clause(h)**.
 - (x) The bidders must submit one original and one copy of both technical and financial bids which must be separately sealed and signed by the authorized representative(s) of bidder.
- 7.2 Following documents shall be submitted with the proposal:
- a. Duly filled Bill of Quantity (BOQ) **without prices with technical proposal**.
 - b. Duly filled Bill of Quantity (BOQ) exactly same as mentioned above but with prices with financial proposal as per **Annexure-A & Annexure-E**.
 - c. Duly filled technical compliance statements as per **Annexure-A** with proper reference in the technical proposal/bid.
 - d. Technical brochures of offered/quoted equipment.
 - e. Tender security @ 2% of total quoted price of total quoted price in the name of Controller, Procurement cell PBC, Headquarters Islamabad
 - f. Valid certificate of authorization from the OEM for Audio Mixer, & Action Camera to sell the equipment in Pakistan.
 - g. Duly filled commercial compliance statement as per **Annexure-F**.
 - h. Certificates as per **clause # 3**.
 - i. Supply record for verification of experience.

8. LANGUAGE OF BID DOCUMENTS

- 8.1 Bid documents and all correspondence will be in English language.
- 8.2 The bid should have a covering letter on printed letter pad of the firm. All pages of the bid shall be initiated/signed and official seal be affixed by the person(s) authorized to sign.

9. PRICE

- 9.1 Prices against the BOQ may be quoted in Pak Rupees as well as in USD as per **Annexure-A** as stated at clause **3.9**.
- 9.2 The price should be inclusive of all installation material plus installation cost especially for Audio Mixer & Action Camera.
- 9.3 The price quoted should be firm, final, and clearly written/typed without any ambiguity.
- 9.4 The price should include all the applicable government taxes, duties, freight charges and insurances both local & offshore etc.
- 9.5 The rates / prices shall be entered against each item in the Bill of Quantity (BOQ) as per **Annexure-A**. Any item against which no rate or price is entered and left blank by the bidder shall be deemed covered by the bidder in the offered price/cost.
- 9.6 The bidder shall be deemed to have obtained all information as to all the requirements there to may affect the bid price.

10. TENDER SECURITY / EARNEST MONEY/BID SECURITY:

- 10.1 The bidder shall furnish tender security equivalent to **2%** of the total value of bid in the form of Cash Deposit Receipt (CDR) issued by a scheduled bank of Pakistan.
- 10.2 Any bid not accompanied by bid security shall be rejected by the PBC as non-responsive bid.
- 10.3 The bid securities of the un-successful bidders will be returned after award of contract to the successful bidder .The bid securities of bidders, who are not in competition, can be returned earlier at PBC's discretion upon receiving a request.
- 10.4 The bid security of the successful bidder will be returned when the bidder furnishes the required Performance Guaranty/ Security and signed contract agreement.
- 10.5 All correspondence regarding release/extension of bid security shall be made with Controller (Procurement) PBC HQ Islamabad via email.

10.6 The bid security may be forfeited:

- i. **If a bidder withdraws his bid after the cut-off time mentioned in the bid.**
- ii. **If the bidder does not accept the correction of his bid price.**
- iii. **In case of successful bidder, if he fails to furnish the required performance guarantee or not sign the contract agreement.**
- iv. **If a bidder does not respond to clarifications called by PBC.**
- v. **If bidder deviates from his/her proposal/offer.**
- vi. **If the bidder raises queries/objections/clarifications in the tender documents after opening of technical bids causing wastage of PBC's time and causing delay in tender processes.**

11. VALIDITY OF BIDS (As per PPRA rule clause 26)

- 11.1 Bid shall remain valid for a period of **180** days from the date of technical tender opening.
- 11.2 Bidder must mention validity of 180 days in his proposal on his company's letter head. The bid validity mentioned different in the financial bid will be simply ignored & bid validity mentioned in the bid will be considered because the financial bid is opened when a bidder is declared qualified on the basis of technical proposal.

12. DEADLINE FOR SUBMISSION OF BID

- 12.1 The bid shall be delivered in person or sent by the registered mail which should reach the office of Controller Procurement Cell Room # 214, second floor, PBC HQ, G-5 Islamabad till 11:00 a.m. on 11-10-2022 **and bids will be opened at 11:30 a.m. on the same day in accordance with PPRA Rule clause 28.**
- 12.2 Sealed bids should be submitted at the office of Controller (Procurement) PBC HQs on or

- before the prescribed time on given date.
- 12.3 Bid should be submitted in sealed envelope having necessary information regarding tender notice and warning message “**DO NOT OPEN BEFORE 11-10-2022 at 11:30 a.m.**”
 - 12.4 No open, e-mailed or faxed bid will be accepted.
 - 12.5 Any bid received by the PBC concerned officer after the date and time of tender opening will be returned unopened to such bidder.

13. MODIFICATION & WITHDRAWAL OF BID

- 13.1. Any bidder may modify or withdraw his bid after bid submission provided that written notice of the modification or with-drawl is received by the concerned officer prior to the deadline for submission of bids.
- 13.2 No bid may be modified or withdrawn by a bidder after the deadline for submission of bids.

14. OPENING OF BIDS (in accordance with PPRA Rule clause 28)

- 14.1 The PBC tender committee will open the technical bids at 11:30 a.m. **on dated: 11-10-2022** in the presence of bidder representatives who may choose to be present at PBC HQ G-5 Islamabad whereas the financial bids will be retained by PBC unopened. The financial bids of technically qualified bidders will be opened later. The financial bids opening schedule will be conveyed accordingly.
- 14.2 The bidder’s name, brand name / model, bid prices, presence or absence of tender security, and such other details as the committee at its discretion may consider appropriate, will be announced loudly during tender opening.
- 14.3 The tender committee will resolve any issue raised by the bidders, on the spot.
- 14.4. The tender committee reserves the right to reject any one or all bids prior to acceptance of a bid / proposal.

15. RESPONSIVENESS OF BIDS (for technical opening)

- 15.1 The bid security is submitted
- 15.2 The bid is valid as per bid validity of tender documents/RFP
- 15.3 The bid prices are firm, during its validity and inclusive of all taxes, duties etc
- 15.4 Completion period offered is within specified limits.
- 15.5 The bidder is eligible to tender and possesses the requisite experience
- 15.6 The bid does not deviate from basic technical requirements
- 15.7 The bid is generally in order etc.

16. EVALUATION CRITERION (in accordance with PPRA Rule 29)

- 16.1 Prior evaluating the proposals, the eligibility conditions of incumbent bidders will be evaluated according to **clause#3** & any firm found non-compliant will not be considered for further evaluation proceedings.
- 16.2 After evaluating the eligibility conditions, proposals will be evaluated both on technical & financial grounds. For this purpose bidder data mentioned in technical proposal will be compared with the technical specification and other terms and condition of bid document & clarification will be sought in case compliance is not evident from the literature. After successful compliance with the technical specifications and special condition (**Annexure-A & C**), The BEC will submit report regarding qualified & non-qualified bidders. The conclusion of report will be sent to all participant bidders in the light of PPRA Rule 35 in line with PPRA Rule 48 sub clause (3). Any technical proposal which does not conform to the technical specs (**Annexure-A**) will be rejected by BEC. **The bidder must submit detail & explicit specification of offered equipment.**
- 16.3 Contract will be awarded to technically, legally and financially qualified most **advantageous bidders in line with per PPRA rule clause No. 38.**
- 16.4 Moreover, it will be examined in detail whether the bids comply with the commercial / contractual conditions of the tender documents.
- 16.5 The cost of making good any deficiency resulting from any quantifiable variations and deviations from the tender schedules and conditions of the order, as determined by the

PBC will be added to the corrected total bid price for comparison purpose only. Adjustment for commercial compliance will be added to the corrected total bid prices. Adjustment factor will be calculated by committee as deemed appropriate.

17. **CORRECTIONS OF BID PRICE PROCEDURE**

- 17.1 To assist in the examination, evaluation and comparison of the bids the BEC at its discretion, may ask the bidder for a clarification of its bid. The request for clarification and the response shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.
- 17.2 Arithmetical errors will be rectified on the following basis:
- 17.3 If there is a discrepancy between unit price and total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and total price shall be corrected. If there is a discrepancy between the words and figures the amount in words shall prevail. If there is a mistake in addition / totaling that will be corrected.
- 17.4 If the bidder does not accept the corrected amount of bid, his bid will be rejected and his tender security will be forfeited.

18. **COMMERCIAL COMPLIANCE STATEMENT**

The bidder will furnish a compliance certificate with the bid as per enclosed format (**Annexure-F**). The fields of the compliance certificate Performa must be filled appropriately by the bidder with proper reference given in the technical documents.

19. **VARIATION ORDER**

PBC reserves the right to place variation order (increase or decrease in the quantities of BOQ. The contractor shall be bound to accept the variation order by PBC.

20. **AWARD CRITERIA & PBC'S RIGHT**

- 20.1 The contract will be awarded to substantially responsive most advantageous evaluated bidder, provided that such bidder has been determined to be qualified to satisfactorily perform the order.
- 20.2 The PBC reserves the right to accept or reject any bid, and to annul the tendering process and reject all bids, at any time prior to acceptance of bid and signing of contract agreement without thereby incurring any liability to the affected bidders or any obligation to inform the affected bidders of the grounds for the PBC's action as per **PPRA Rule 2004 clause#33**.

Muhammad Aqil Khan
Controller (Procurement Cell)
Ph. # 051-9215822

TERMS AND CONDITIONS OF CONTRACT**1. PERFORMANCE GUARANTY (PPRA clause 39)**

- 1.1 The successful bidder shall furnish to the PBC a performance guarantee (**PPRA Rule clause 39**) equivalent to **10%** of the total ordered value, in the shape of CDR issued from any scheduled bank of Pakistan valid for the entire warranty period as mentioned at the time of signing of contract and remain valid till the issuance of Final Acceptance Certificate (FAC).
- 1.2 The performance guarantee shall be further extended accordingly if the delivery is delayed.
- 1.3 Failure of the successful bidder to furnish acceptable performance shall constitute sufficient grounds for the annulment of the award and forfeiture of the performance security.
- 1.4 The performance guaranty will be forfeited if:
- a) If the successful bidder/ contractor becomes defaulter/insolvent or deviates from any other obligation and not able to deliver the equipment as a whole or partially and equipment is delivered but not able to install, commission and test the equipment as per PAT and consequently PAC is not issued by end-user.
 - b) In case the equipment is delivered, installed & commissioned, PAT & PAC issued then performance guaranty/security will be retained for the entire warranty period. The performance guaranty/security will be forfeited when the performance during the warranty period not satisfactory.
- 1.5 All the correspondence regarding release of performance guarantee shall be made with Controller (Procurement) PBC HQ.

2 CONTRACTOR'S RESPONSIBILITIES

- 2.1 The contractor shall supply the equipment in accordance with the contract & responsibility matrix.
- 2.2 The contractor shall not subcontract the whole of the works. The contractor shall not subcontract any part of the works without the consent of PBC/ purchaser.

3 TRANSPORTATION /PACKING

All types of transportation for delivery of equipment at final destination will be the responsibility of the contractor. Contractor shall ensure proper / international packing of equipment to avoid deterioration of equipment etc.

4 TIME FOR COMPLETION

- 4.1 The contractor shall supply, install, test and configure the equipment within 80 days or earlier from the date of signing of contract; however incumbent bidder must also specify the timelines in which he can execute the whole work. The timeline can be finalized by mutual consent of both parties.
- 4.2 If the contractor fails to execute the work within the agreed time, or unless the delay in completion is due to force majeure as mentioned in clause # 11 below of this tender document, the contractor's only liability to the PBC for such failure shall be to pay an amount equivalent to 0.167% of contract value per day but maximum to 10% of total contract value.

5 WARRANTY /SERVICES:**5.1 GENERAL**

Bidder warrants and guarantees to purchaser, its successors and assigns that the goods and services covered by the Contract will:

- (a) Conform to the applicable specifications and other descriptions;
- (b) Be sufficient and suitable for Purchaser/Buyer's intended purpose.
- (c) Be of good material and workmanship; and be free from defect & brand new. Seller's

responsibility under this warranty shall include without limitation, all parts, labor and transportation cost in the event the goods must be returned to bidder for repair or replacement. The warranty means the warranty that OEM gives in his website and/or brochure for the equipment quoted.

- (d) The Purchaser/Buyer will notify the seller/bidder in writing of any claims arising under the warranty period and seller/bidder will repair/replace the defective store within 48 hours or earlier without any cost effect to purchaser.
- (e) The bidder, for technical assistance at the highest level shall provide high-level support/technical assistance on 24 x 7 bases during the warranty period.

5.2 Warranty Remedies

If any goods or services fail to conform to the warranties during the applicable warranty period, bidder/Seller will service, adjust or replace any non-conforming goods or re-perform non-conforming services at no charge to purchaser/Buyer as soon as possible upon written notice from purchaser. For goods installed by Seller/ bidder, on-site repair, limited to servicing, adjusting or replacing part(s), will be performed at no additional cost to Buyer/Purchaser. For the goods installed by Buyer/Purchaser, non-conforming goods shall be returned by Buyer to Seller, at Seller's cost, and repaired or replacement parts shall be shipped by Seller to Buyer, on D.D.R (Incoterms). The removed store/spare by the Buyer to be returned to Seller for repair or replacement and the installation by Buyer of replacement or repaired parts shall be at Seller's expense.

5.3 Remedies and Damages

In addition to Seller's obligations described in Section 5.1 if any goods are reasonably determined to fail to conform to the warranties set forth in this Contract, Seller shall reimburse Buyer for all reasonable losses, costs and damages caused by such nonconforming goods. Such costs and damages may include, without limitation, costs, expenses and losses of Buyer and/or its customers arising from production interruptions or slowdowns.

6 PROVISIONAL ACCEPTANCE CERTIFICATE (PAC)

6.1. The contractor/ seller will inform PBC procurement cell as well as the end user about 15 days prior to the delivery of equipment at site essentially required to obtain necessary approvals and completion of processes procedure as per SOP within PBC.

6.2. The contractor will deliver the equipment as per check list (as per BOQ) at the site and handover the equipment accordingly & obtained signed and stamp delivery Challan from end user. Detailed inspection is responsibility of end user & only satisfactory receiving of equipment may be taken over and same may be conveyed to procurement cell than the contractor may be allowed for installation& testing of equipment as per agreement.

6.3. Upon satisfying itself that installation and testing of the equipment undertaken by the contractor is complete in all respects, the contractor will inform in-writing to Controller Procurement PBC, HQ Islamabad to detail a team for Provisional Acceptance Test (PAT). The Controller (Procurement) will ask controller (M&O) to constitute team(s) comprising of members to conduct the PAT with the approval of DE PBC HQs. The installed equipment will be verified and all the tests will be carried out in accordance with approved PAT documents provided by the Contractor or available with the end user. The successful bidder will arrange to provide the PAT documents and factory test report & other requirements mentioned in special conditions provided by end user attached at **Annexure B** within 15 days prior to delivery of the equipment. The PAT will be conducted in accordance with approved/vetted PAT documents from DE, PBC HQs. The constituted & approved PAT team will sign Provisional Acceptance Test after successful completion of Test. After successful conduct of PAT & on the base of PAT committee report Controller (Procurement) PBC HQs will accept the PAT a successful.

6.4. The end user/Ultimate Consignee will issue PAC after continuous thirty days (30) satisfactory performance of the installed equipment starts with the successful completion of PAT.

6.5. In case Provisional Acceptance Certificate is not issued within two (02) weeks, after completion of 30 days PAC period, upon the contractor's written request to this effect end user (Incharge) shall inform in-writing of the specific reason(s) for not issuing PAC. Furthermore,

the ultimate consignee will notify the contractor that the work is not fully complete and contractor will rectify the discrepancies. PAC will be issued 30 days after satisfactory testing of equipment at site.

7 **TERMS OF PAYMENT**

7.1 Payment of contract price shall be made in completion of the task after continuous 30 days satisfactory performance & issuance of PAC by the end-user (in accordance PPR **Rule clause 39**).

7.2 All the payments shall be made through cross Cheque in Pak Rupees.

7.3 Taxes will be deducted as per government rules at the time of payment.

8 **FINAL ACCEPTANCE CERTIFICATE (FAC)**

The contractor may notify the PBC concerned officer at-least 15 days before the expiry of warranty period for the issuance of final acceptance certificate. Upon such notification from contractor, the PBC concerned officer will issue Final Acceptance Certificate in favour of contractor subject to satisfactory completion of warranty period within 30 days as per requirement of contract. Alternatively the PBC concerned officer will notify the contractor for the discrepancies that still remain un-resolved and contractor will rectify the discrepancies.

9 **DEFAULT BY CONTRACTOR**

9.1 If the contractor fails to supply the equipment, refuses or fails to comply with a valid instruction of the PBC, the PBC may give notice stating the default.

9.2 If the contractor has not taken all practicable steps to remedy the default within 14 days after receipt of PBC notice, the PBC may by a second notice cancel the order and performance security will be confiscated.

10 **ARBITRATION AND AMICABLE LAW**

10.1 The Contract will be construed under and governed by THE LAWS OF THE ISLAMIC REPUBLIC OF PAKISTAN.

10.2 PBC procurement cell 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.

10.3 Any dispute, disagreement or question arising out of or relating to or in consequence of the contract or relating to its execution or performance which cannot be settled amicably, shall be referred to arbitration to Director General (DG) PBC. Only DG PBC will have sole authority in arbitration to decide.

11. **FORCE MAJEURE**

11.1 The Contractor shall not be liable for forfeiture of its performance guaranty/ security, 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.

11.2 If either party is temporarily rendered unable, wholly or in part by Force Majeure to perform its duties or accept performance by the other party under the Contract it is agreed that on such party, giving notice with full particulars in writing of such Force majeure to the other party within 14 (fourteen) days after the occurrence of the cause relied on, then the duties, of such party as far as they are affected by such Force Majeure shall be suspended during the continuance of any inability so caused but for no longer period and such cause shall as far as possible be removed with all reasonable speed. Neither party shall be responsible for delay caused by Force Majeure.

11.3 The terms "Force Majeure" as used herein shall mean Acts of God, strikes, lockouts or other industrial disturbance, act of public enemy, war, blockages, insurrections, riots, epidemics, landslides, earthquakes, fires, storms, lightning, flood, washouts, civil

disturbances, explosion, Governmental Export/Import Restrictions (to be supported by a letter from the relevant Authority and verified by the Diplomatic Mission in Pakistan), Government actions/restrictions due to economic and financial hardships, change of priorities and any other cause similar to the kind herein enumerated or of equivalent effect, not within the control of either party and which by the exercise of due care and diligence either party is unable to overcome.

- 11.4 The term of this Contract shall be extended for such period of time as may be necessary to complete the work which might have been accomplished but for such suspension. If either party is permanently prevented wholly or in part by Force Majeure for period exceeding 90 days from performing or accepting performance, the party concerned shall have the right to terminate this contract immediately giving notice with full particulars for such Force Majeure in writing to the other party PBC will not pay any amount or entertain any claim of the Contractor.
- 11.5 If a Force Majeure situation arises, the Contractor shall promptly notify PBC in writing of such conditions and the cause thereof. Unless otherwise directed by PBC in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practicable, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

12 TERMINATION FOR INSOLVENCY

The PBC may at any time terminate the contract by giving written notice to the bidder, without any compensation to bidder if the bidder becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to action to the PBC.

13 TERMINATION FOR CONVENIENCE

The PBC may send a written notice to the bidder; terminate the contract in whole or in part any time for its convenience. The notice of termination shall specify that the termination is for the PBC's convenience, the extent to which performance or work under the contract is terminated and the date upon which such termination becomes effective.

14 ULTIMATE CONSIGNEE

In charge (Station Director or Deputy Controller, PBC's identified unit/station)/End user

15 DEBARMENT / BLACKLISTING OF FIRM

- 15.1 As per PPRA Rule clause-19, PBC reserves the right of debarment 'or' blacklisting of a firm, association, corporation, joint venture, company, partnership or any other legal entity according to the PBC's approved **blacklisting policy 2022** which may be enforced subject to any of the following acts or more:-
- a. Consistent failure to provide satisfactory performance.
 - b. Contractor becomes insolvent.
 - c. Successful bidder/ contractor found involved in corrupt & fraudulent practices as defined in PPRA Rule 2004 clause # 2 sub clause (f), part i, ii, iii, iv & v.
 - d. Submission of false and spurious documents, making false statements and allegations to gain undue advantage.
 - e. Commission of fraud.
 - f. Contractor abandons the contract.
 - g. Contractor without reasonable excuse fails to commence the work 'or' suspends the progress of work for 14 days.
 - h. Contractor is not executing the work in accordance with the contract or is persistently or flagrantly neglecting to carry out his obligations under the contract.
 - i. Commission of embezzlement, criminal breach of trust, theft, cheating, forgery, bribery, falsification or destruction of records, receiving stolen property, false use of trademark, securing fraudulent registration with sales tax authorities, Pakistan Engineering Council

- etc, giving false evidence, furnishing of false information of serious nature.
- j. The bidder submit the claims, accept & comply the tender documents only to get himself qualified but after announcement of qualified bidder by procurement cell, delays the proceedings by one way or other or refuses to comply as per tender documents.
- 15.2 DG PBC will constitute a committee comprising of three PBC officers and they will investigate the matter in connection with allegation of corrupt, fraudulent, coercive or collusive practices or illegally harassment or threat. Moreover, the committee shall also accord adequate opportunity of being heard to the contractor who is to be debarred / blacklisted. The said committee will forward its clear recommendations for the approval of DG PBC.
- 15.3 The debarment shall be for a reasonable specified period of time, commensurate with the seriousness of the cause as defined in PPRA RULE 2004 clause 19 amended on 28th June2021.
- 16 **REPEATORDER**
- Repeat Order may be placed in accordance with the available budget
- .

Technical Specifications of Studio, I.T & Electronic Equipment
For PBC Islamabad, Provincial Headquarters and Multan

1. Specifications of 8-8 channel Audio Mixer (15 Nos.)

- i. Microphone inputs: Electronically balanced, discrete input configuration
- ii. Frequency response: 20 Hz to 20 kHz, +0.5 dB
- iii. THD+N: <0.005% at 0 dBu, 1 kHz
- iv. Gain range: 0 dB to 45 dB (Mic)
- v. SNR: 105 dB
- vi. Electronically balanced
- vii. Frequency response: 20 Hz to 20 kHz, +0.25 dB
- viii. THD+N: <0.005% at 0 dBu, 1 kHz
- ix. Sensitivity range: -15 dBu to 30 dBu
- x. Microphone inputs: 51.1 K Ω
- xi. Channel insert return: 200 K Ω
- xii. All other inputs: >100 K Ω
- xiii. 2-Track outputs: 10 K Ω
- xiv. All other outputs: 20 K Ω
- xv. High-shelving: ± 15 dB @ 12 kHz
- xvi. Mid-bell (mono): ± 15 dB @ 2.5 kHz
- xvii. Low-shelving: ± 15 dB @ 80 Hz
- xviii. Main EQ: 9 EQ bands (63 Hz, 125 Hz, 250 Hz, 500 Hz, 1 kHz, 2 kHz, 4 kHz, 8 kHz, 16 kHz), ± 15 dB
- xix. A/D & D/A converters: 24-bit
- xx. DSP Resolution: 24-bit
- xxi. Effects: 10 DSP effects families with 10 variations available per family
- xxii. Presets: 100 total
- xxiii. Controls: Rotary encoder preset selector, DSP mute switch, peak LED indicator
- xxiv. Noise (bus noise): -102 dBr (ref: +4 dBu, fader 0 dB, channels muted)
- xxv. Noise (bus noise): -91 dBr (ref: +4 dBu, fader 0 dB, all input channels assigned and set to "unity" gain)
- xxvi. Phantom Power: Mic Pin2/Pin3 and Pin1 47 \pm 2V
- xxvii. Mains voltage: 240 VAC ~50 Hz
- xxviii. At least it has 04 Microphone channels
- xxix. At least it has 3 balanced stereo channels
- xxx. At least one tel/hybrid line channel
- xxxi. One stereo Monitoring outputs along with separate balanced & unbalanced analog monitoring channel

2. Specifications of Condenser Microphone (51 Nos.)

- | | |
|--------------------------|-------------------------|
| a) Frequency Response | 40~18000 HZ |
| b) Polar pattern: | Hyper- cardioid |
| c) Element type | Back condenser type |
| d) Diaphragm thickness | 3mm |
| e) Sensitivity | -33 dB/Pa |
| f) SPL | 136 dB |
| g) Impedance | 200 Ohms |
| h) Power supply voltage: | phantom power 36V - 52V |

3. Microphone stand (52 Nos.)

- a) Condenser Microphone stand, Computer Microphone stand, Mini Microphone stand

4. Specifications of 4 K Action Camera (16 Nos.)

- a) Body type VR/Action camera
- b) Effective pixels 12 megapixels
- c) Sensor size 1/2.3" (6.17 x 4.55 mm)
- d) Sensor type CMOS
- e) Articulated LCD Fixed
- f) Screen size 2.2"
- g) Screen dots 691,200
- h) Format MPEG-4, H.264
- i) Storage types micro/SDHC/SDXC
- j) USB USB 2.0 (480 Mbit/sec)

5. Specifications of Tripod for Camera (16 Nos.)

- a) Tripod stand compatible Devices DSLR
- b) Material : Aluminum
- c) Plastic Tripod Head Type : Pan
- d) Color Black
- e) Maximum Height : 66 inches
- f) Minimum Height : 17.5 inches
- g) Folded size : 18
- h) Weight limit : 11 pounds
- i) Item weight : 3.3 pounds

6. Specifications of Computer (44 Nos.)

- a) Branded
- b) Core i5, 10th Generation
- c) (CPU + LED + KB + Mouse + Speaker)
- d) 8 GB RAM, 120 GB SSD, 500HDD
- e) 3 years warranty

7. Specifications of Printer (26 Nos.)

- a) Print speed : Upto 38 ppm (default); upto 40 ppm (HP High speed)
- b) Duty Cycle : 80,000 pages
- c) Memory : 256 MB
- d) Processor : 1200 MHz
- e) Connectivity : 1 Hi-speed
- f) USB: 2.0 (1 host USB at rear side)
- g) Gigabit Ethernet 10/100/1000 BASE-T network; 802.3az (EEE)
- h) Duplex : Automatic (Default)

8. Speakers (10 Nos.)

- a) 230 watt
- b) Woofers 2.1
- c) Speaker system with Blue tooth TF card supported

9. Headphone (10 Nos.)

- a) 3.5 mm
- b) Wired Headphones
- c) Gaming Handset with Microphone

10. Air Conditioners (1.5 Ton) (24 Nos.)

- a) Heat & Cool (1.5 Ton) Inverter AC-Latest Model

11. LEDs (TV) (21 Nos.)

- a) 32 inch

12. UPS (with Batteries) (24 Nos.)

- a) UPS BV 500VA with Batteries

BILL OF QUANTITY (BOQ)**Studio Equipment to be procured and delivered against the respective units / stations**

S.No	Item	Islamabad Quantity	BH Karachi Quantity	BH Lahore Quantity	BH Lahore Quantity	BH Quetta Quantity	Multan Quantity	Total Quantity
1	Computer	16	3	3	7	6	9	44
2	Computer Printers	9	2	3	1	6	5	26
3	LEDs (32 Inches)	6	2	2	3	4	4	21
4	Microphone	21	10	10	0	10	0	51
5	Microphone Stand	21	10	10	0	10	1	52
6	Speakers	10	0	0	0	0	0	10
7	Head Phone	10	0	0	0	0	0	10
8	UPS + Battery	14	0	2	1	4	3	24
9	Air Conditioner 1.5 Ton	7	5	2	2	5	3	24
10	Tripod for Camera	3	1	5	2	4	1	16
11	Action Camera	3	1	5	2	4	1	16
12	Audio Mixer	03	02	0	6	4	0	15

PECIAL CONDITIONS

1. The general order suppliers Original Equipment Manufacturer (OEM), Sole Distributors directly registered with the Manufacturers and the potential firms/bidders having respective experience of supplying the audio broadcasting equipments are allowed to participate.
2. The participating firms should be registered with the Government Institutions/Authorities.
3. Bidders must produce certificate for availability of quoted equipment/item. Bidder is bound to provide **replacement of equipment/item** during warranty period. Bidder shall ascertain to provide complete **after sales technical and backup service/support** on-site to PBC.
4. Adequate **protection system** should be provided to safeguard the system from damage. The protection system should be fast acting to safeguard the system and components.
5. It is not compulsory for the bidders to quote all the items in the BOQ attached.
6. Successful bidders are bound to the condition set at clause # 6 of terms and conditions of contract.
7. The supplier must ensure that the equipment/items provided must be achieved in a plug and play operation without any complexity.
8. Bidders must indicate on the specifications sheets whether the equipment offered comply with each specified requirement.
9. All configuration files and software must be provided by the OEM free of charge under warranty period.
10. Local partner must ensure timely availability of OEM technical team for remote assistance to PBC technical team free of charge.
11. Bidders must provide evidence of experience for supply of concerned equipment/items and submit list of previous comparable works for evaluation.
12. Bidder must attach Factory Test Certificate of the Equipment.
13. All the **international standards** must be complied as defined in the specification sheet, any deviation with the terms and specifications of the tender shall be highlighted by the bidder. Any discrepancy found at a later stage will lead to disqualification of the bidder.
14. Standard maintenance procedures must be provided to PBC technical team for smooth operation.
15. Successful bidder must provide sets of original operator's manuals, service manuals and parts catalog.
16. Successful bidders must offer international warranty mentioned at the equipment manufacturer brochure and website.

**CERTIFICATE OF AFFIDAVIT/DECLARATION
(To be printed on Stamp Paper worth Minimum Rs. 100)**

In response to Tender inquiry No _____ We, solemnly declare that Mr. _____ S/O _____ CNIC _____ is the Designation of Company Name offer to provide the _____ in accordance with your tender notice published in daily newspaper. We are hereby submitting our proposal, which includes the Technical Proposal and the Financial Proposal sealed in two separate envelopes.

Moreover, we also confirm that the prices quoted in Pakistan Broadcasting Corporation, Islamabad are not more than the prices quoted in any other Government / Autonomous organization. In case of any over pricing we shall be bound to refund that to the PBC in the best interest of the Government. We also confirm to abide by all the terms and conditions laid down in the Tender inquiry or time to time changed by the Government. In case of any violation on any terms and condition, our security / call deposit may be forfeited, and we shall not challenge it in any court of Law.

I /We also undertake:-

- i. Our firm is neither been Black listed, nor having any dispute with any Government, Semi Government and Autonomous Organization and also there is no litigation against the firm.
- ii. Our firm is never debarred by any of Government, Semi Government and Autonomous Organization.
- iii. Our Firm has not been bankrupt.
- iv. Our spares/parts to be supplied have not been manufactured in India or Israel. Furthermore our firm has not any linkage with Israel or India regarding ownership, sponsoring and financing.
- v. Our firm's financial position is strong enough to provide the tendered equipment and technically capable as per requirement of PBC. Under any circumstances the delivery of spares/parts shall not be delayed due to dearth of financial position as well as due to technical inability. We assured that firm is financially and technically capable to resolve the discrepancies/faults in the parts/spares can replace with brand new part, keeping the faulty one at site.
- vi. Offered spares are brand new and devoid of any defect and the spares will be available in Pakistan within the warranty period.

Whatever stated above is true and correct to the best of my/our knowledge and belief

Authorized Signature

Stamp

PRICE SCHEDULES
(To be Printed at Company Letter Head)

1	2	3	4	5	6	7	8
S. No.	Item / Description	Country of Origin	Unit Price without GST Rs	Quantity	Total price without GST Rs	GST Rs	Total Price With GST Rs.
					4 x 5		6+7
Grand Total in Figures							
Grand Total in Words							
Discount in Percentage (if any) as per PPRA Rule 38 A							
Discount Amount							
Net Amount in Figures with GST							
Net Amount in Words with GST							

COMMERCIAL COMPLIANCE STATEMENT

Bidder shall submit this form duly filed and signed with the bid.

Clause. #	Description	Complied	Not Complied	Partially complied (give details)
1	General			
2	Eligibility Conditions of Bidders			
3	Cost of tendering			
4	Clarifications of Tender Documents			
5	Amendment of Tender Documents			
6	Preparation of Bid			
7	Languages			
8	Price			
9	Tender Security/Earnest Money			
10	Validity of Bids			
11	Deadline for submission of bids			
12	Modification and Withdrawal of bid			
13	Opening of Bid			
14	Responsiveness of Bids			
15	Evaluation Criterion			
16	Clarifications / Correction of Bid			
17	Commercial Compliance Statement			
18	Variation Order			
19	Award Criteria and PBC's Right			
	Contract Conditions			
1	Performance Security			
2	Contractor responsibilities			
3	Transportation / Packing			
4	Time for Completion			
5	Warranty / Services			
6	Provisional Acceptance Certificate			
7	Terms of Payment			
8	Final Acceptance Certificate			
9	Default by contractor			
10	Arbitration and Amicable Law			
11	Force Majeure			
12	Termination for Insolvency			
13	Termination for Convenience			
14	Ultimate Consignee/End User			
15	Debarment/Blacklisting of Firm			
16	Repeat Order			