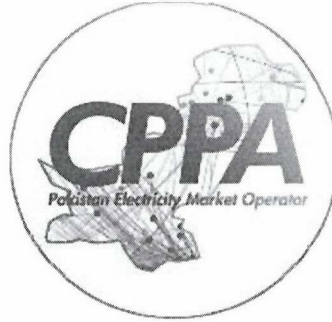


CENTRAL POWER PURCHASING AGENCY (GUARANTEE) LIMITED (CPPA-G)



TENDER DOCUMENT

No: CPPA-G/1118-23

For Laptops and Interactive Smart Screens (with build-in camera
and sound system)

Note: Bidders are expected to examine Bidding Document carefully, including all instructions, forms, terms, specifications etc. Failure to furnish all information required in the Bidding document or submission of a Bid not substantially responsive to Bidding Document in every respect would result in the rejection of the Bid.

OFFICE OF THE CHIEF INFORMATION OFFICER (CIO)

CPPA-G, Shaheen Plaza, Plot 73-A West, Fazlul Haq Road Blue Area,
Islamabad

Tel: 051-9216950, Fax # 051-9213617

F. Nausaf 

Table of Contents

Section A: Invitation for Bids	1
1. Invitation to Bid	1
1.1 PPRA Rules.....	1
1.2 Mode of Advertisement(s).....	1
1.3 Type of Open Competitive Bidding.....	1
1.4 Bidding Document.....	1
1.5 Bidding Process Schedule.....	1
Section B: Instructions to Bidders	2
2. General Instructions to Bidders	2
2.1 Scope of Bid.....	2
2.2 Tender Document Fee.....	2
2.3 Eligibility of Bidders/Bids/Goods/Services.....	2
2.4 Corruption and Fraud.....	3
2.5 Cost of Bidding.....	3
2.6 Joint Venture / Consortium.....	3
3. Special Instructions to Bidders	3
3.1 Bidding Document Contents.....	3
3.2 Bidding Procedure.....	4
3.3 Preparation of Bids.....	5
3.4 Submission of Bids.....	7
3.5 Bids Opening and Evaluation.....	7
3.6 Award of Contract.....	9
3.7 Goods Inspections/ Verification.....	9
3.8 Packing of Goods Delivered.....	10
3.9 Transportation.....	10
3.10 Disputes.....	10
Section C: Schedule of Supplies and Payment	11
4. Supplies of Equipment/ Software (Purchase/ Renewal)	11
4.1 Equipment Delivery.....	11
5. Late Delivery Penalty	11
5.1 Liquidated Damages upon Late Delivery of Supplies.....	11
5.2 Failure to Delivery.....	11
6. Terms of Payment	11
6.1 Payment.....	11
Section D: Evaluation Criteria	13
7. Evaluation Criteria	13
7.1 Bidder's Evaluation Criteria.....	13
7.2 Bid's Evaluation Criteria.....	13
7.3 Technical Evaluation Criteria.....	13
LOT A: TECHNICAL SPECIFICATGIONS – INTERACTIVE SMART SCREENS ALONG WITH BUILT-IN CAMERA AND SOUND SYSTEM WITH ACCESSORIES	15
LOT B: TECHNICAL SPECIFICATIONS-LAPTOPS	21
Annexure-A: Affidavit of Legitimate Bidder	22
Annexure-B: Bid Forms	23
Bid-Form: 1 – Letter of Intention.....	23
Bid-Form: 2 – Evidence of Eligibility.....	24
Bid-Form: 3 – Companies Past Performance.....	25
Bid-Form: 4 – Financial Bid Form.....	26
Annexure-C: General Conditions of Contract	28

SECTION A: INVITATION FOR BIDS

1. Invitation to Bid

CPPA-G, invites sealed bids from eligible bidders (original manufacturers/authorized distributors/suppliers) registered/incorporated company/firm in Pakistan, registered with Income Tax and Sales Tax department (FBR) for IT Equipment. as per following schedule:

Material Required		
-	LOT A	Four Interactive Smart Screens with Built-in Camera and Sound System with accessories
-	LOT B	Laptops

1.1 PPRA Rules

This tender for procurement will be processed strictly under public procurement rules, 2004. These may be obtained from <http://ppra.org.pk/doc.rules.pdf>. In this document, unless otherwise mentioned to the contrary, 'Rule' means Rule under the procurement rules, 2004.

1.2 Mode of Advertisement(s)

As per Rule 12(1) and 12(2), this Tender is being placed in national newspapers with wide circulation and online at PPRA's <http://www.ppra.org.pk> and CPPA-G's official websites <http://www.cppa.gov.pk>.

1.3 Type of Open Competitive Bidding

As per rule 36(b), Single Stage - Two Envelop Bidding procedure shall be followed.

1.4 Bidding Document

The bidding document containing detailed terms and conditions, method of procurement, procedure for submission of bids, bid security, bid validity, opening of bid, evaluation criteria, clarification/ rejection of bids, performance guarantee etc. can be downloaded from the CPPA-G official website <http://www.cppa.gov.pk>.

1.5 Bidding Process Schedule

Brief schedule of bidding process is as under:

Sr.	Summary	Description
1.	Recipient	CIO CPPA-G, Shaheen Plaza, 73 A West, Blue Area, Islamabad
2.	Venue	O/O Chief Information Officer, Shaheen Plaza, 73 A West, Blue Area, Islamabad
3.	Closing Date & Time of Bids (Technical & Financial)	06 th April, 2021 11:00 AM
4.	Technical Bids shall be opened in the presence of bidder or authorized representatives	06 th April, 2021 11:30 AM
5.	Public Opening Date & Time of Financial Bids	Technical responsive Companies shall be informed to participate in the opening process of financial bids with date/time.
6.	Bid Money	05% of the total value of quoted cost (Please enclose bid money with financial bid envelope)
7.	Cost of Tender Document	Rs. 1,000/-

SECTION B: INSTRUCTIONS TO BIDDERS

2. General Instructions to Bidders

2.1 Scope of Bid

The CPPA-G invites sealed bids for supply, delivery, configuration and installation of Laptops and Interactive Smart Screens (with built-in Camera and sound system) in schedule of requirements along with technical specifications, as per Annexures, at O/O Chief Information Officer, Shaheen Plaza, 73 A West, Fazl ul Haq Road, Blue Area, Islamabad.

2.2 Tender Document Fee

The bidding documents can be downloaded from www.cppa.gov.pk; however, cost of tender document is PKR 1000/- (nonrefundable) that will be deposited by potential bidders in CPPA-G Imprest Account. Account Title: 'Central Power Purchasing Agency (Guarantee) Limited' Account No. 3057606195, National Bank of Pakistan, Super Market, Corporate Branch, F-6, Islamabad. The bidders will present original receipt of tender document fee, deposited, along with sealed technical and financial bids.

2.3 Eligibility of Bidders/Bids/Goods/Services

The eligibility of bidders, bids, goods or services will be evaluated in line with following clauses:

2.3.1 Bidders:

This Invitation for Bids is open to all original manufacturers/ their authorized agents/ suppliers and in case of imported goods their authorized agents/ importers/ suppliers in Pakistan for supply of Goods who:

- i) have registered/incorporated company/firm in Pakistan with relevant business experience of at least Three Years (3) years as on closing date for tender submission;
- ii) is registered with Tax Authorities as per prevailing latest tax rules (Only those validly registered with sales tax and income tax departments and having sound financial strengths can participate);
- iii) has valid registration of General Sales Tax (GST) & National Tax Number (NTN);
- iv) must be involved in sales or supply business of IT equipment and services for last 3 years;
- v) has authorization of principal manufacturer (MAL is Compulsory for Lot A, B);
- vi) has not been blacklisted or under a declaration of ineligibility for corrupt and fraudulent practices by any provincial or federal government department, agency, organization or autonomous body or private sector organization anywhere in Pakistan and has read CPPA-G's blacklisting SOP and have no objection being trailed in case of breach of contract (submission of undertaking on legal stamp paper, as per 'Annexure-A' is mandatory),
- vii) has required relevant qualified and enough strength of technical staff to fulfill the requirement of assignment,
- viii) has office(s) at Islamabad / Rawalpindi

Note: verifiable documentary proof for all above requirements is a mandatory requirement, non-compliance will lead to disqualification

2.3.2 Bids:

Any bid not received as per the terms and conditions laid down in this document is liable to be ignored. No offer shall be considered if:

- Received without tender document fee submission receipt
- received without earnest money/ bid Security

- received after the date and time fixed for its receipt
- tender document and the bid are unsigned
- offer is ambiguous
- offer is conditional i.e. advance payment, currency fluctuations or currency is not PKR etc.
- offer is received by a telegram
- offer is received with shorter price validity and longer delivery period than asked in this document
- offer is for store/items not conforming to the specifications indicated in the tender BOQ

2.3.3 Goods or Services:

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

2.4 Corruption and Fraud

- The Government of Pakistan defines Corrupt and Fraudulent Practices as “corrupt and fraudulent practices” which includes the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official or the supplier or contractor in the procurement process or in contract execution to the detriment of the procuring agencies; or misrepresentation of facts in order to influence a procurement process or the execution of a contract, collusive practices among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the procuring agencies of the benefits of free and open competition and any request for, or solicitation of anything of value by any public official in the course of the exercise of his duty”.
- Indulgence in corrupt and fraudulent practices is liable to result in rejection of bids, cancellation of contracts, debarring and blacklisting of the bidder, for a stated or indefinite period of time.

2.5 Cost of Bidding

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

2.6 Joint Venture / Consortium

Joint venture / consortium is not eligible for this tender.

3. Special Instructions to Bidders

3.1 Bidding Document Contents

3.1.1 Contents of bidding document

- The goods/licenses/support/services required, applicable bidding procedures, and Contract Terms are prescribed in this Bidding Document. In addition to the Invitation for Bids, this Bidding Documents include: (a) Instructions to Bidders (ITB) (b) Schedule of Requirements (c) Technical Specifications (d) Evaluation Criteria (e) Bid Forms (including technical forms and financial forms) (f) Draft

Standard Contract including Special Conditions of Contract (with Annexures) and General Conditions of the Contract, and Integrity pact.

- ii) The bid prepared by the bidder, and all correspondence and documents relating to the bid exchanged by the bidder and CPPA-G shall be written in English language. Any printed literature furnished by the bidder may be written in another language, provided that this literature is accompanied by an English translation, in which case, for purposes of interpretation of the bid, the English translation shall govern.

3.1.2 Clarification(s) on Bidding Document

The potential bidders requiring clarification(s) on bidding document may notify CPPA-G at the address indicated in the Invitation for Bids. The CPPA-G shall respond in writing through email to any request for clarification(s) no later than seven (7) days prior to the deadline for the submission of bids prescribed in the Invitation for Bids. The responses of CPPA-G (including an explanation of the query but without identifying the source of inquiry) shall be uploaded on the company's website: www.cppa.gov.pk.

3.1.3 Amendment(s) on Bidding Document

- i) At any time prior to deadline for submission of bids, CPPA-G, for any reason, whether at its own initiative or in response to a clarification(s) requested by a prospective bidder, may modify bidding document by amendment(s). The amendments incorporated will be published/notified on company's website: www.cppa.gov.pk and same shall be binding to all bidders.
- ii) In order to allow prospective bidders reasonable time to take into account the amendment(s) in preparing their bids, CPPA-G, at its discretion, may extend deadline for the submission of bids.

3.2 Bidding Procedure

3.2.1 Governing Rules

The bidding procedure shall be governed by PPRA rules 2004, issued and amended time to time by the Public Procurement Regulatory Authority (PPRA). The bidding procedure is also governed by PPRA rule 36 'Procedures of Open Competitive Bidding' sub-rule (b) 'Single stage - Two Envelope procedure'. Bidders are advised to refer to the section-A, sub-sections 1.1, 1.2, 1.3 and 1.5.

3.2.2 Bidding Procedure

The bidding procedure prescribed in the Invitation for Bids is explained herein below:

Single Stage: Two Envelope Procedure

- i) The bid shall comprise a single package containing two separate sealed envelopes. Each envelope shall contain separately the Financial Bid and the Technical Bid;
- ii) The envelopes shall be marked as "FINANCIAL BID" and "TECHNICAL BID" in bold and legible letters to avoid confusion;
- iii) Initially, only the envelope marked as "TECHNICAL BID" shall be opened at O/o Chief Information Office, CPPA-G, Shaheen Plaza, 73 A West, Fazlul Haq Road, Blue Area, Islamabad on the date/time fixed in the Invitation for Bids (IFB) in the presence of the bidders or their authorized representatives, who may choose to be present.
- iv) The envelope marked as "FINANCIAL BID" shall be retained in the custody of CPPA-G without being opened;
- v) The CPPA-G shall first establish the "Eligibility" and then evaluate the technical Bid conforming the compliance of the offered item's technical specifications with the demanded ones and other terms & conditions, without reference to the price and reject any bid which shall not conform to the specified requirements;
- vi) During the technical evaluation no amendments in the technical bid shall be permitted, however, if required, any clarification(s) which shall not constitute any

material deviation of bid, may be asked. The request for clarification and the response shall be in writing, and no change in the prices or substance of the bid shall be sought, offered, or permitted.

- vii) The "FINANCIAL BIDS" of eligible and technically qualified Bidders shall be opened publicly at a time, date and venue to be announced and communicated to the bidders in advance within the bid validity period;
- viii) The Financial Bid of ineligible and/or technically nonresponsive bidders shall be returned un-opened to the respective bidders subsequent to the announcement of "Bid Evaluation Report" (BER); and
- ix) The bid found to be the lowest evaluated & responsive shall be accepted. In case, two bidders submit equal financial bid, the bidder with highest technical marks will be awarded tender. In case two bidders submitted equal financial bid as well as have equal technical marks, the bidder with more experience will be awarded tender.

3.3 Preparation of Bids

3.3.1 Documents Comprising of Bids

- i) The bid shall comprise of bid forms, duly signed by the authorized personnel along with the stamp of the company, and all those documentation that are prescribed for the eligibility of the bidders and goods/services that are found necessary and highlighted in the bid forms in Annexure-B.
- ii) The Bidder shall complete the Bid Forms and an appropriate Price Schedule furnished in the bidding documents, indicating the goods to be supplied, a brief description of the goods, their general and specific characteristics, ancillary services that the bidder is willing or required to provide along with the proposed price.

3.3.2 Bid Prices

- i) The bidder shall quote unit prices and total price (inclusive of all taxes and duties where applicable) as per price schedule, prescribed in this bidding document, of goods/services, he proposes to supply under contract on FOR basis at the addresses provided in section 2.1 of this bidding document. If there is no mention of taxes, the offered/ quoted price shall be considered as inclusive of all prevailing taxes/duties.
- ii) The benefit of exemption from or reduction in the taxes and duties shall be passed on to CPPA-G.
- iii) While making a price quote, trend/inflation in the rate of goods and services in the market should be kept in mind. No request for increase in price due to market fluctuation in the cost of goods and services shall be entertained.
- iv) Form prescribed for quoting of prices, should be typed and printed on the bidder's letterhead. Any alteration/correction must be initialed.
- v) The bidder should quote prices of goods/services on the form provide in Annexure-B according to the technical specifications demanded in BoQ for which Vendor is participating of this bidding document. The technical specifications of goods, different from the required specifications, shall straightway be rejected.

3.3.3 Bid Currency

Prices shall be quoted in Pak Rupees. Bids with prices offered in any other currency will be rejected.

3.3.4 Supporting Documents

The bidder shall provide the leaflets/brochures/catalogs of quoted products with the bid.

3.3.5 Bidders Eligibility Documents

Bidder shall furnish, as part of its bid (with bid form & price schedule) the documentary evidence mentioned in eligibility criteria Section D for the bidder's eligibility and its qualifications to perform the contract if his bid is accepted:

- Minimum Three (03) years of experience in supplying of IT & Related items having proper Outlet/Office,
- duly authorized by Manufacturer/Principal of Leading Brands (Authorization Letter shall be provided),
- registered with Income & Sales Tax Departments and on the Active Tax Payers List of FBR,
- Affidavit duly attested by the Oath Commissioner/Notary Public to the effect that the respective bidder is not blacklisted by any Government (Federal, Provincial or Local) or a public-sector organization. respective bidder has read CPPA-G's blacklisting SOP and have no objection being trailed in case of forged document provide/ breach of contract (as per Annexure-A is mandatory).

3.3.6 Bid Security

- i) The bidder shall furnish, as part of its bid, a bid security @ 05% of the total quoted bid value in PKR, in the shape of pay order/demand draft/call deposit in the name of CPPA-G, Shaheen Plaza, Fazlul Haq Road, Blue Area, Islamabad. The unsuccessful bidder's bid security shall be discharged or returned soon after the announcement of successful bids.
- ii) The bid security (in the shape of pay order/demand draft/call deposit) shall be enclosed with in the 'Financial Bid' sealed envelope.
- iii) The successful bidders' Bid Security will be kept in CPPA-G's account as Performance Security until successful bidder replace it with the Bank Guarantee within sixty days after issuance of Purchase Order and Performance security shall be valid till the expiry of warranty period, support period or termination of services or fulfillment of all obligations under contract whichever is later. No other shape or form of performance security shall be acceptable.
- iv) The bid Security may be forfeited: (a) if a Bidder withdraws its bid during the period of bid validity; or (b) In the case of a successful bidder, if the bidder fails to sign the contract or fails to provide equipment/software/Support awarded.

3.3.7 Bid Validity

- i) The bids price shall remain valid for 120 days after the date of opening of technical bid prescribed by CPPA-G. A bid having validity for a shorter period shall be rejected by CPPA-G as non-responsive.
- ii) The CPPA-G shall be under an obligation to process and evaluate the bid within the stipulated bid validity period. However, under exceptional circumstances and for reason to be recorded in writing, if an extension is considered necessary, all those who have submitted their bids shall be asked to extend their respective bid validity period. Such extension shall be for not more than the period equal to the period of the original bid validity.
- iii) The bidders who; (a) agree to the CPPA-G request for extension of bid validity period shall not be permitted to change the substance of their bids; and (b) do not agree to an extension of the bid validity period shall be allowed to withdraw their bids without forfeiture of their bid securities/Performance Security.

3.4 Submission of Bids

3.4.1 Sealing and Marking

- i) The envelopes shall be marked as “FINANCIAL BID” and “TECHNICAL BID” in bold and legible letters to avoid confusion. Similarly, the Bidder shall seal the bid/bids in separate envelopes.
- ii) The envelopes shall then be sealed in an outer envelope.
- iii) The inner and outer envelopes shall: (a) be addressed to the CPPA-G at the address, and (b) Bid Reference No. given, and a statement: ‘DO NOT OPEN BEFORE’ the time and the date specified, in the Invitation for Bids for opening of Bids.
- 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 as ‘non-responsive’ or ‘late’.
- v) If the outer as well as inner envelope is not sealed and marked as required, CPPA-G, shall assume no responsibility for the bid’s misplacement or premature opening.
- vi) The bids must be delivered by hand or by courier so as to reach on the date and time prefixed in the Invitation for Bids at:

O/o Chief Information Officer, CPPA-G
CPPA-G, Shaheen Plaza, Plot 73-A West,
Fazlul Haq Road Blue Area,
Islamabad

Tel. No. 051-9216950, 051-9216948

- vii) Bids submitted through telegraph, telex, fax or email shall not be entertained.

3.4.2 Submission Deadline

- i) Bids must be submitted by the bidder and received by the CPPA-G on/or before 06th April, 2021, 11:00 AM. Bids received later than the time and date specified will stand summarily rejected.
- ii) The CPPA-G may, in its discretion, may extend the prescribed deadline for the submission of bids by amending the bidding documents in accordance with sub-section 3.1.3, in which case all rights and obligations of CPPA-G and bidders previously subject to the deadline shall thereafter be subject to deadline as extended.

3.4.3 Submission Deadline

Any bid received by CPPA-G after the deadline for submission of bids prescribed by CPPA-G pursuant to sub-section 3.4.2 shall be rejected and returned unopened to the bidder.

3.4.4 Withdrawal of Bids

- i) The Bidder may withdraw its bid after bid’s submission and prior to the deadline/closing time & date prescribed for submission of bids.
- ii) No bid may be withdrawn in the period between deadline for submission of bids and the expiration of the period of bid validity. Withdrawal of a bid during this period may result in forfeiture of the bid Security submitted by the bidder, pursuant to the sub-section 3.3.6.

3.5 Bids Opening and Evaluation

3.5.1 Open and Evaluation of Technical/Finance Bids

- i) ‘Technical Bids’ received, shall be opened by CPPA-G publicly in the presence of bidders or their representatives who may choose to be present on 06th April, 2021, 11:00 AM. No Technical Bid shall be rejected at opening, except for late bids, which shall be returned unopened to the bidders.
- ii) All Bidders in attendance shall sign an attendance sheet.

- iii) Prior to detailed evaluation, CPPA-G shall determine the substantial responsiveness of Technical Evaluation bid to the bidding documents. For purposes of this clause, a substantially responsive bid is one, which conforms to all the terms and conditions of the bidding documents without material deviations, specifically sub-section 3.3.3 and 3.4. Deviations from, or objections or reservations to critical provisions, such as those concerning Applicable Laws, delivery schedule, taxes & duties etc. shall be deemed to be a material deviation for technical bids and bid security for financial bids. CPPA-G's determination of a bid's responsiveness will be based on contents of the bid itself.
- iv) The Technical Bids shall then be evaluated conforming compliance of the offered item's technical specifications with the demanded ones.
- v) The Financial Bids of technically qualified (i.e. compliant to technical specifications and other terms & conditions) bidders shall be opened publicly on a specified date, time and venue which shall be communicated to the bidders after evaluation of technical bids.
- vi) The Procuring Agency shall open one Financial Bid at a time and read out aloud its contents which may include name of the bidder, items bided for and unit prices and total amount of the bid (if applicable). CPPA-G may choose to announce any other details which it deems appropriate if not in conflict with the Public Procurement Rules-2004, specifically Rule 28 (Opening of Bids).
- vii) In 'Financial Bids' the arithmetical errors shall be rectified on the following basis:
 - If there is a discrepancy between 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 bidder does not accept the correction of the errors, its bid shall be rejected, and its bid security may be forfeited.
 - If there is a discrepancy between words and figures, the amount in words shall prevail.

3.5.2 Bids Rejection

- i) CPPA-G may reject any or all bids at any time prior to the acceptance of a bid under Public Procurement Rules (PPR) 2004. CPPA-G may upon request communicate to any bidder who submitted a bid, the grounds for its rejection of any or all bids but, is not required to justify those grounds.
- ii) Bidder must not indicate directly or indirectly their financial bid anywhere in the technical bid. Any such disclosure shall result in summary rejection of entire bid of the concerned bidder.
- iii) Conditional offer i.e. advance payment, currency is not PKR.
- iv) Incomplete bid/bids shall be rejected.
- v) Bid/bids received with over-writing, cutting and doubtful figures shall be rejected.
- vi) CPPA-G incurs no liability, solely by virtue of its invoking Rule 33.1 of PPR 2004, towards bidders who have submitted bids.
- vii) Notice of the rejection of any or all bids shall be given promptly to the concerned Bidders that submitted bids.

3.5.3 Re-Bidding

- i) If CPPA-G rejected all bids in pursuant to sub-section 3.5.4, it may call for a re-bidding.
- ii) CPPA-G before invitation for re-bidding shall assess the reasons for rejection and may revise specifications, evaluation criteria or any other condition for bidders, as it may deem necessary.

3.5.4 Announcement of Evaluation Report

Announcement of Evaluation Report will be as per PPR rules 2004.

3.5.5 Contacting Procurement Agency

- i) No Bidder shall contact CPPA-G on any matter relating to its bid, from the time of bid opening to the time of announcement of Evaluation Report. If a Bidder wishes to bring additional information to the notice of CPPA-G, it should do so in writing.
- ii) Any effort by a bidder to influence CPPA-G in its decisions on bid evaluation, bid comparison, or contract award may result in the rejection of bid. Canvassing by any bidder at any stage of the bid evaluation is strictly prohibited. Any infringement shall lead to disqualification.

3.6 Award of Contract

3.6.1 Acceptance of Bid/Award Criteria

The Bidder whose bid is found to be most closely conforming to the Evaluation Criteria prescribed in Section D, being technically qualified and having lowest financial bid, if not in conflict with any other law, rules, regulations or policy of the Government of Pakistan, shall be awarded the contract, within the original or extended period of bid validity.

3.6.2 Variation in Quantity

The CPPA-G reserves the right at/after the time of award of contract to increase or decrease, quantities of goods up to 15% as originally specified in Schedule of Supplies without any change in unit price or other terms and conditions.

3.6.3 Performance Security

The successful bidders' Bid Security will be kept in CPPA-G's account as Performance Security until successful bidder replace it with the Bank Guarantee within sixty days after issuance of Purchase Order and Performance security shall be valid till the expiry of warranty period, support period or termination of services or fulfillment of all obligations under contract whichever is later. No other shape or form of performance security shall be acceptable.

3.6.4 Notification of Award / Letter of Acceptance (LoA)

- i) Prior to the expiration of the period of bid validity, CPPA-G shall issue Purchase Order to the successful bidder. This Purchase order is termed as Letter of Acceptance.
- ii) The notification of award shall constitute the formation of the contract between CPPA-G and the successful Bidder.
- iii) The enforcement of the contract shall be governed by Rule 44 of the PPR-2004. The performance security shall be forfeited in case of bidder fails to fulfill the obligations under the contract or violates any of the terms and conditions of the contract.

3.7 Goods Inspections/ Verification

3.7.1 Inspection and Test

- i) After delivery of goods at CPPA-G's premises (for LoTs in which hardware is to be delivered), CPPA-G shall inspect the quantity, quality, specifications of goods in the presence of the bidder.
- ii) The Inspection Committee of CPPA-G will carry out detailed physical examination of stocks (for LoTs in which hardware is to be delivered) and can reject, any item if found not according to the approved technical specifications etc. Moreover, the Supplier will also be responsible to replace the same without any further charges.

3.8 Packing of Goods Delivered

3.8.1 Packing & Accessories

All the items to be provided in proper company packing with brochures and CDs if applicable.

3.9 Transportation

3.9.1 Transportation and Delivery Requirements

- i) The bidder shall deliver the supplies at the destination in scratch-less condition with all the manufacturer supplied accessories.
- ii) The bidder shall arrange such transportation of the Goods as is required to prevent their damage or deterioration during transit to their final destination and in accordance with the terms and manner prescribed in the Schedule of Requirement.
- iii) All costs associated with the transportation including loading/unloading and road taxes shall be borne by the Supplier.

3.10 Disputes

3.10.1 Resolution of Disputes

In case of any dispute concerning the interpretation and / or application of this Agreement, the matter shall be settled through arbitration in accordance with the provisions of the Arbitration Act, 1940. The seat and venue of such arbitration shall be Islamabad, Pakistan.

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Z.T

SECTION C: SCHEDULE OF SUPPLIES AND PAYMENT

4. Supplies of Equipment/ Software (Purchase/ Renewal)

4.1 Equipment Delivery

The equipment shall be delivered and installed in accordance with the following schedule of requirements:

S. No	Milestone	Time Period
1.	Lot A & B	Within Forty Five (45) from date of issuance of purchase order: however, in case of importable equipment to be shipped from abroad, delivery period can, however be allowed up to Seventy (70) days.

5. Late Delivery Penalty

5.1 Liquidated Damages upon Late Delivery of Supplies

The hardware, Software and Supports shall be delivered in accordance with the Purchase Orders to be issued by CPPA-G. In case of late deliveries, penalties at the following rates will be applied:

Mode of Penalty	100% Quantity as per Purchase Order	Total delivery period
For Non-Imported Goods (Lot A & B)		
Without penalty	• 45 days	• 45 days
With penalty @ 1% per day after 46 days of issuance of Purchase Order up to maximum of 10% of the total contract value.	10 days	• For others 55 days
For Imported Goods (Lot A & B)		
Without penalty	• 70 days	• 70 days
With penalty @ 1% per day after 70 days of issuance of Purchase Order up to maximum of 10% of the total contract value.	10 days	For others 80 days

5.2 Failure to Delivery

Failure to supply items within the stipulated time period will invoke a penalty as specified in sub-section 5.1; however, in case of failure to delivery, Performance Security amount may be forfeited and the company will be blacklisted and will not be allowed to participate in future tenders as well.

6. Terms of Payment

6.1 Payment

Payment of the Equipment, Software and Support will be made directly by consignees within thirty days, from the date of receipt of invoice, on production of following documents:

- i) Currency of Invoice should be PKR
- ii) Invoice in triplicate having NTN, GST No. printed of Both Supplier & Consignee.

- iii) For Equipment GRN (Goods Receipt Note) issued by the consignee and for Software/ Support/ Services GRN is not applicable.
- iv) Inspection Certificate issued by CPPA-G.
- v) Sales Tax Invoice (if not exempted) or attach exemption certificate.
- vi) For release of GST Payment Supplier should provide copy of submitted Annex-C from FBR Portal

SECTION D: EVALUATION CRITERIA

7. Evaluation Criteria

7.1 Bidder's Evaluation Criteria

Bidder as a part of his bid shall provide the following depending upon applicability:

- i) Company profile
- ii) NTN Certificate
- iii) GST Certificate
- iv) On Active Tax Payers List of FBR
- v) Registration/Incorporation/Business Certificate and number of business years in Pakistan.
- vi) Minimum Three (3) years' experience in supply and installation of hardware/IT equipment or supply of software licenses along with list of clients to whom the bidder has done or been doing business during last Three (3) years along with their Names, Addresses and Phone Numbers.
- vii) A list showing the location of head office along with those of branch offices.
- viii) A list of technical expertise and qualified maintenance engineers/staff to handle the hardware maintenance task efficiently along with their qualification.
- ix) Bid Validity period of 120 days from date of opening of Technical Bids.
- x) Affidavit to the effect that not blacklisted and rendered ineligible for corrupt and fraudulent practices by any Government (Federal, Provincial or Local) or a public-sector organization/Division/Ministry... (Annexure-A).
- xi) Complete specifications with supporting document, brochures of the offered items. If specifications do not meet the tender requirements; offered material shall not be entertained.
- xii) The Bidder should be authorized partner with quoted brand.
- xiii) Must have minimum annual turnover at least PKR 3 million in the last 3 years – Audited Financial Statements and Sales Tax Returns to be attached
- xiv) The Bidder should have Certified Personnel on the proposed Hardware/Software/Services/Network.
- xv) The Refurbished, Grey smuggled products will be not accepted in any case.
- xvi) Manufacturer's authorization certificate/Letter must be attached.

7.2 Bid's Evaluation Criteria

- i) Technical bids will be evaluated as per given criteria in sub-section 7.3. The bidder will be declared technically qualified if score of technical factors $\geq 70\%$.
- ii) Financial bids will be opened only of those bidders who are technically responsive.
- iii) The tender will be awarded to the financially lowest bidder. In case if lowest financial value is tied between two or more bidders, tender will be awarded to the bidder having highest score in technical evaluation. In case if lowest financial bid and technical score is tied between two or more bidders, tender will be awarded to the company have more experience.

7.3 Technical Evaluation Criteria

The technical evaluation will be done on the basis of following parameters for eligibility of the Bidder:

Sr.	Factors	Max. Score
1	Registration/Incorporation/Business Certificate and at least three business years in Pakistan	Mandatory
	Valid Income Tax Registration	Mandatory

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	Valid General Sales Tax Registration (Active with FBR)	Mandatory
	Affidavit to the effect that bidder is not blacklisted and rendered ineligible for corrupt and fraudulent practices by any Government (Federal, Provincial or Local) or a public-sector organization/Division/ Ministry (Annexure-A).	Mandatory
	Compliance to technical specifications of BoQ for competing LOT on Letter head of company	Mandatory
	Compliance to schedule of supplies	Mandatory
	Principal authorization certificate/ Letter	Mandatory
	Principal valid Partnership certificate	Mandatory
	Must have minimum annual turnover at least PKR 5 million in the last 3 years –Audited Financial Statements and Sales Tax Returns to be attached	Mandatory
	Must have Office in Islamabad/Rawalpindi	Mandatory
II.	Company Profile	
	i. No. of Offices other than Islamabad/Rawalpindi * each office = 2.5	Max (5)
	ii. Experience with CPPA-G	Max (5)
	iii. Age of Company 5 years or more (10 Marks) Age of company more than 3 and less than 5 years (5 Marks)	Max (10)
III.	Annual Sales Turnover for Last Three Years <ul style="list-style-type: none"> • Annual Turnover equals or more than 50 Million = 20 Points • Annual Turnover equals or more than 25 Million and less than 50 Million = 15 Points • Annual Turnover equals or more than 05 Million and less than 25 Million = 10 Points Note: Audited Reports and sales tax returns for Last Three Years will be attached	Max (20)
IV.	A List of Clients (other than CPPA-G) to whom the bidder has done or been doing business of IT related equipment/services/licenses during last Three (3) years along with their Names, Addresses, Phone Numbers. Documentary evidence required. List is to be provided bifurcating in following slabs: <ul style="list-style-type: none"> • Equals or more than 3 million and less than 5 million (10 marks) • Equals or more than 5 Million and less than 7 million (15) • Equals or more than 7 million (20) 	Max (20)
V.	Qualified Staff Position of Company (attach list), Certified for Lot A and B with principal residing in Islamabad / Rawalpindi. <ul style="list-style-type: none"> • Certified with principal equal to three or more (3) = 40 points • Certified with principal equals to two (2) = 30 point • Certified with principal equals to one (1) = 20 point • Registered with PEC Cat 6 or higher EE01 valid Certificate Must be attached for marking = 20 point 	(Max. 40)
	Max. score	100

**LOT A: TECHNICAL SPECIFICATGIONS – INTERACTIVE SMART
SCREENS ALONG WITH BUILT-IN CAMERA AND SOUND SYSTEM
WITH ACCESSORIES**

Category	Smart screen with integrated camera and sound system (Minimum 65 inch)	Quant ity
Overall requirements	The Collaboration product should use an embedded operating system and an industrial architecture. It must have embedded smart 65 inch diagonal (minimum) white board, touch screen, speaker, microphone, camera and codec.Comes with rolling stand trolley	
	CPU no less than 4-core, 1.5GHz + 4-core, 1.8 GHz, at least 12 GB RAM, 64GB flash, 4T FLOPS AI computing power.	
	support standard interfaces for OPS should come with latest windows to provide extra services and support Zoom,Microsoft teams ,webex etc	
	Support H.323, SIP and IPv4, IPv6.	
Screen requirements	support anti-reflection and glare, automatic screen brightness adjustment functions. support no less than 20 touch points with ±1mm precision, and no less than 2 styluses.	
Camera requirements	support no less than 5 megapixel 1/2.8 inch CMOS imaging chip, the maximum resolution is 4k, no less than 2 times digital zoom, no less than 80 ° horizontal field of view, no less than 50 °	1
	Must support intelligent speaker tracking function, using sound source positioning and face recognition technology, automatically switch the speaker close-up picture without manual intervention. the system can be automatically adjusted according to the number of participants and location, the panoramic screen should cover all participants, and ensure that the participants are displayed in the middle.	
Microphone requirements	support 12 built-in linear microphone arrays,20 KHz full band audio pickup, the pickup radius is not less than 8 meters, and the audio pickup is not less than 180° forward.	
	support echo cancellation, noise suppression and auto gain control.	
	The bidding product should support connecting with at least 1 wired microphone arrays of the same brand.	
Audio&Video specifications	support the following access rates: 64 kbit/s to 4 Mbit/s	
	support H.264 BP, H.264 HP, H.264SVC and H.265.	
	support G.711A, G.711U, G.722, G.722.1C, Opus and AAC-LD.	
	support 1080p25/30, 720p50/60, 720p25/30, 4CIF, and CIF video encoding and decoding.	
	Must support join multi-stream conferences, receive and send multiple video streams, and perform multi-screen combination on the terminal side.Multi-screen should be no less than 16 screens and can be paged up and down. support H.323-based H.239, SIP-based BFCP protocol.	

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Dual-stream specifications	Should support video+presentation with 1080p 30fps+1080p 30fps, 1080p 30fps+4K 8fps	
	Must support wireless projection code function.	
	Must support wireless presentation sharing. The PC can send desktop content to the remote site as a dual stream through Wi-Fi or wired network. The video resolution is not less than 4K and support audio transmission.	
	should support the reverse control of the PC's shared desktop through the electronic whiteboard in the one touch wireless connectivity dongle sharing mode, which is convenient for sharing documents.	
	support mobile device wireless projection function, mobile device's projection content can be sent to the remote site, the video clarity is not less than 1080P.	
Whiteboard requirements	providing stroke effect and realistic writing experience when writing on the electronic whiteboard.	
	The bidding product should support built-in local whiteboard function and gesture operations, realize handwriting, drawing, erasing, labeling, screenshot, background-color customization, whiteboard zoom, dragging the canvas and other functions.	
	should support to save the whiteboard locally and continue to edit it when it is opened for the second time, or save it in the external USB flash, or send the whiteboard via email.	
	support intelligent writing recognition of graphics and texts.	
Port requirements	at least 2 HDMI video inputs and at least 1 HDMI video output port.	
	must provide 3 audio input ports and 2 audio output ports	
	Wifi,Bluetooth	
	10/100/1000 Mbit/s auto-negotiation network port, one RJ45 port for touch control connection.	
Network adaptability	Support 20% Packet loss concealment	
Security specifications	support H.235 signaling encryption using H.323, TLS and SRTP encryption using SIP, and AES media stream encryption to improve conference security. Must support 802.11 a/b/g/n/ac/w protocols and WPA2 authentication.	
OPS i7	OPS i7,OPS(I7-8700,16G DDR4,256G SSD,4K60,windows10)	1
Onetouch Wireless Connectivity Dongle	Compatible with Video Collaboration Solution	1
Touch Based control Tablet	10-inch touch panel. Compatible with Video Collaboration Solution	1
65 inch Rolling Stand		1
Wall-mounted bracket		1
Wireless Touch Keyboard	Compatible with Video Collaboration Solution	1

HDMI Flat Cable	Hdmi Flat Cable 2.0v 2k.4k 15m	1
Installation, Associated Cabling, conduiting of cables, Switch Board and Services	Complete responsibility of vendor	
Warranty	1 Year	

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Category	Smart screen with integrated camera and sound system (Minimum 86 inch)	Quantity
Overall requirements	The Collaboration product should use an embedded operating system and an industrial architecture. It must have embedded smart 86 inch diagonal (minimum) white board, touch screen, speaker, microphone, camera and codec.Comes with rolling stand trolley	
	CPU no less than 4-core, 1.5GHz + 4-core, 1.8 GHz, at least 12 GB RAM, 64GB flash, 4T FLOPS AI computing power.	
	support standard interfaces for OPS should come with latest windows to provide extra services and support Zoom,Microsoft teams ,webex etc	
	Support H.323, SIP and IPv4, IPv6.	
Screen requirements	support anti-reflection and glare, automatic screen brightness adjustment functions. support no less than 20 touch points with ± 1mm precision, and no less than 2 styluses.	
Camera requirements	support no less than 5 megapixel 1/2.8 inch CMOS imaging chip, the maximum resolution is 4k, no less than 2 times digital zoom, no less than 80 ° horizontal field of view, no less than 50 °	3
	Must support intelligent speaker tracking function, using sound source positioning and face recognition technology, automatically switch the speaker close-up picture without manual intervention. the system can be automatically adjusted according to the number of participants and location, the panoramic screen should cover all participants, and ensure that the participants are displayed in the middle.	
Microphone requirements	support 12 built-in linear microphone arrays,20 KHz full band audio pickup, the pickup radius is not less than 8 meters, and the audio pickup is not less than 180° forward.	
	support echo cancellation, noise suppression and auto gain control.	
	The bidding product should support connecting with at least 1 wired microphone arrays of the same brand.	
Audio & Video specifications	support the following access rates: 64 kbit/s to 4 Mbit/s	
	support H.264 BP, H.264 HP, H.264SVC and H.265.	
	support G.711A, G.711U, G.722, G.722.1C, Opus and AAC-LD.	
	support 1080p25/30, 720p50/60, 720p25/30, 4CIF, and CIF video encoding and decoding.	
	Must support join multi-stream conferences, receive and send multiple video streams, and perform multi-screen combination on the terminal side.Multi-screen should be no less than 16 screens and can be paged up and down. support H.323-based H.239, SIP-based BFCP protocol.	
Dual-stream specifications	Should support video+presentation with 1080p 30fps+1080p 30fps, 1080p 30fps+4K 8fps	
	Must support wireless projection code function.	

	<p>Must support wireless presentation sharing. The PC can send desktop content to the remote site as a dual stream through Wi-Fi or wired network. The video resolution is not less than 4K and support audio transmission.</p> <p>should support the reverse control of the PC's shared desktop through the electronic whiteboard in the one touch wireless connectivity dongle sharing mode, which is convenient for sharing documents.</p>	
	<p>support mobile device wireless projection function, mobile device's projection content can be sent to the remote site, the video clarity is not less than 1080P.</p>	
Whiteboard requirements	<p>providing stroke effect and realistic writing experience when writing on the electronic whiteboard.</p> <p>The bidding product should support built-in local whiteboard function and gesture operations, realize handwriting, drawing, erasing, labeling, screenshot, background-color customization, whiteboard zoom, dragging the canvas and other functions.</p> <p>should support to save the whiteboard locally and continue to edit it when it is opened for the second time, or save it in the external USB flash, or send the whiteboard via email.</p> <p>support intelligent writing recognition of graphics and texts.</p>	
Port requirements	<p>at least 2 HDMI video inputs and at least 1 HDMI video output port.</p> <p>must provide 3 audio input ports and 2 audio output ports</p> <p>Wifi,Bluetooth</p> <p>10/100/1000 Mbit/s auto-negotiation network port, one RJ45 port for touch control connection.</p>	
Network adaptability	Support 20% Packet loss concealment	
Security specifications	<p>support H.235 signaling encryption using H.323, TLS and SRTP encryption using SIP, and AES media stream encryption to improve conference security.</p> <p>Must support 802.11a/b/g/n/ac/w protocols and WPA2 authentication.</p>	
OPS i7	OPS i7,OPS(17-8700,16G DDR4,256G SSD,4K60,windows10)	3
Onetouch Wireless Connectivity Dongle	Compatible with Video Collaboration Solution	3
Touch Based control Tablet	10-inch touch panel. Compatible with Video Collaboration Solution	3
86 inch Rolling Stand		3
Wall-mounted bracket		3
Wireless Touch Keyboard	Compatible with Video Collaboration Solution	3
HDMI Flat Cable	Hdmi Flat Cable 2.0v 2k.4k 15m	3
Microphone array	Wireless Wi-Fi transmission preferred. Compatible with Video Collaboration Solution	3

Installation, Associated Cabling, concealing of cables, Switch Board and Services		
Warranty	1 Year	

1. The Contractor shall be responsible for the design, supply, installation, testing and commissioning of the system. The Contractor shall be responsible for the design, supply, installation, testing and commissioning of the system.

2. The Contractor shall be responsible for the design, supply, installation, testing and commissioning of the system. The Contractor shall be responsible for the design, supply, installation, testing and commissioning of the system.

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LOT B: TECHNICAL SPECIFICATIONS-LAPTOPS

LAPTOP COMPUTERS (Professional Series)			
Brands	IBM, HP, Lenovo, Dell, Sony or Equivalent Internationally top recognized brands		
S. No.	ITEM	DESCRIPTION	Est. QTY
1	Processor	Intel® Core™ i7 1165G7 -11th generation Min 4 Cores 8 threads (2.8 GHz base Frequency upto 4.7 GHz Turbo Boost, 12 MB Intel® Smart Cache or latest	20
	Chipset	Intel ® Original Chipset	
	Display	14" diagonal FHD anti-glare	
	RAM	2 * 8GB DDR4 3200MHz or Higher expandable upto 32GB	
	Hard Disk	Min. 512 GB PCIe NVMe Class-SSD or Higher	
	VGA	Intel® FHD Graphics 720p or higher	
	Sound	Built-in,	
	Camera	Integrated HD webcam	
	Keyboard	Keyboard with backlit	
	Communication	Gigabit Ethernet Port, Intel® Dual Band Wireless-AC 8265 802.11a/b/g/n/ac (2x2) WiFi and Bluetooth® 5.0 or above	
	External Ports	Media Card Reader, 2 Super Speed USB 3.0, 1 HDMI/display, 1 Headphone-out/microphone-in combo jack	
	Power	65W AC power adapter or better, Backup Min 6 Hours	
	OS Version	Windows 10 Pro 64bit Preinstalled	
	Carrying Case	Original	
Antitheft Lock	Cable Lock		
NOTE: 03 (three) Years Parts/Labor OEM On Site warranty for all components (3/3/0) with supplier on-site support.			

ANNEXURE-A: AFFIDAVIT OF LEGITIMATE BIDDER

Undertaking

We, [**Name and Address of Bidder**], do hereby declare on solemn affirmation that:

- I. We have not been blacklisted from any Government Department/Agency
- II. We have not been involved in litigation with any client during the last 3 years
- III. We acknowledge that we have read, understood and accepted the Tender Document along with all terms and conditions specified above in the tender document
- IV. We understand that CPPA-G shall have right, at his exclusive discretion, to require, in writing, further information or clarification of the Tender, from any or all the Bidder(s)
- V. We have read CPPA-G's SOP for blacklisting
- VI. We have no objection If being trialed in case of breach of contract
- VII. We have no objection If being trialed in case of forged documents provided to CPPA-G against hardware tender
- VIII. We understand that CPPA-G shall have right, at his exclusive discretion, to increase/decrease the quantity of any or all item(s), accept/reject any or all tender(s), cancel/annul the Tendering process at anytime prior to award of Contract, without assigning any reason or any obligation to inform the Bidders of the grounds for the CPPA-G's action, and without thereby incurring any liability to the Bidder and the decision of the CPPA-G shall be final

Dated _____.

BIDDER:

Signature _____

CNIC # _____

Designation _____

Address _____

WITNESSES:

Signature _____

CNIC # _____

Name _____

Designation _____

Address _____

Signature _____

CNIC # _____

Name _____

Designation _____

Address _____

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ANNEXURE-B: BID FORMS

Bid-Form: 1 – Letter of Intention

Bid Ref No. {Add Tender No}

Letter of Intention

{Add Date of Technical Bid Opening}

Name of the Contract: *{Add name}*

To: *[Chief Information Officer, CPPA-G, Shaheen Plaza, Blue Area, Islamabad.]*

Dear Sir,

Having examined the bidding documents, including Addenda Nos. [insert numbers & Date of individual Addendum], the receipt of which is hereby acknowledged, we, the undersigned, offer to supply and deliver the Goods/Services under the above-named Contract in full conformity with the said bidding documents and at the rates/unit prices described in the price schedule provided in Financial Bid or such other sums as may be determined in accordance with the terms and conditions of the Contract. The above amounts are in accordance with the Price Schedules attached herewith and are made part of this bid.

We undertake, if our Financial Bid is accepted, to deliver the Goods/Services in accordance with the delivery schedule specified in the schedule of requirements.

If our Financial Bid is accepted, we undertake to provide a performance security/guarantee in the form, in the amounts, and within the times specified in the bidding documents.

We agree to abide by this bid, for the Bid Validity Period specified in the bidding documents and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.

Until the formal final Contract is prepared and executed between us, this bid, together with your written acceptance of the bid and your notification of award, shall constitute a binding Contract between us.

We understand that you are not bound to accept the lowest or any Financial Bid you may receive. We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in Pakistan.

We confirm that we comply with the eligibility requirements as per sub-section 2.3 of the bidding documents and have duly provided bid security @ 05% of the total bid value, in the shape of pay order/demand draft/call deposit in the name of **Central Power Purchasing Agency (Guaranty) Ltd (CPPA-G) Islamabad** with our Financial Bid.

Dated this [insert:number] day of [insert:month], [insert:year].

Signed:

In the capacity of [insert: title or position]

Duly authorized to sign this bid for and on behalf of [insert: name of Bidder]

Bid-Form: 2 – Evidence of Eligibility

Name of the Company

Bid Ref No. {Add Tender No}

{Add Date of Technical Bid Opening}

Documentary Evidence for Determining Eligibility of the Bidders & Evaluation of bids

Required Documentation (To Be Filled by the Procuring Agency)	Checklist (To be initialed by the Bidder against each document)	Relevant Page Number in the Bid (To be filled by the Bidder)	Supporting Documents (To be filled by the Bidder with name of the documents that are submitted to meet the requirement)
*Column:1	*Column:2	*Column:3	*Column:4
Registration/Incorporation/Business Certificate			
NTN Certificate			
GST Certificate			
On Active Taxpayers List of FBR			
Affidavit to the effect that bidder is not blacklisted and rendered ineligible for corrupt and fraudulent practices by any Government (Federal, provincial or local or public sector organization/division ministry... (Annexure-A)			
Compliance to Technical Specification for bidding lot			
Compliance to schedule of supplies			
Letter of Authorization from Manufacturer			
The bidder should be the partner of the quoted brand			
Company Must have minimum annual turnover at least PKR 5 million in last three years- Audited Financial Statements and Sales Tax Returns to be attached			
Complete Company profile			
Company Must have Office in Islamabad			
Company past experience i.e. Minimum have Three Years' in supplying and installation of Computer Hardware, Software & IT equipment			
Bid Validity period of 120 days			
Compliance With schedule requirements			
Submission of required amount of bid security with Financial Bid			

- * Bidders should only initial against those requirements that they are attaching with the form. In case they do not have any document to attach the corresponding cell in column 2 should be left blank. Bidders are also required to mention the exact page number of relevant document/s placed in the Bid. Bidders are advised to attach all Supporting documents with this form in the order of the requirement as mentioned in column 1.

Bid-Form: 3 – Companies Past Performance

Name of the Firm

Bid Ref No. {Add Tender No}

{Add Date of Technical Bid Opening}

Assessment Period: (**Minimum Three Years** as per Evaluation Criteria)

Name of the Purchaser/ Institution	Purchase Order No.	Description of Order	Value of Order	Date of Completion	Purchaser's Certificate

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Bid-Form: 4 – Financial Bid Form

Name of the Firm

Bid Ref No. {Add Tender No}

{Add Date of Technical Bid Opening}

Price Schedule

S.#.	Name of the Item	Unit Price (Inclusive of all applicable taxes) *	Qty	Final Total Price(Inclusive of all applicable taxes)
1	2	3	4	5 = (3*4)
Total Price (Inclusive of all applicable taxes)				

User Note:

- i) This form is to be filled by the Bidder for each individual item in every lot and shall submit with the financial bid along dully filled
- ii) All rates quoted shall be inclusive of the cost(s) of inspection, delivery, installation charges, services, transportation, all applicable taxes, import duties if any and other levies.
- iii) All prices are to be quoted in PKR

FINAL TOTAL PRICE (in words) Year wise where required:

Signature: -----

Designation: -----

Date: -----

Official Stamp: -----

Bid-Form: 5 – PERFORMANCE GUARANTEE**Performance Guarantee**

To: *[Chief Information Officer, CPPA-G, Islamabad]*

Whereas *[Name of Supplier]* (hereinafter called “the Supplier”) has undertaken, in pursuance of Contract No. *[number]* dated *[date]* to supply *[description of goods]* (hereinafter called “the Contract”).

And whereas it has been stipulated by you in the said Contract that the Supplier shall furnish you with a Bank Guarantee by a scheduled bank for the sum of 5% of the total Contract amount as a Security for compliance with the Supplier’s performance obligations in accordance with the Contract.

And whereas we have agreed to give the Supplier a Guarantee:

Therefore we hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, 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 Supplier to be in default under the Contract and without cavil or argument, any sum or sums 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.

This guarantee is valid until the __ day of __, 2021.

Signature and Seal of the Guarantors/Bank

Address

Date

F.N

2.7

ANNEXURE-C: GENERAL CONDITIONS OF CONTRACT

1. Definitions	<p>1.1 In this Contract, the following terms shall be interpreted as indicated:</p> <p>(a) “The Contract” means the agreement entered into between the Purchaser (CPPA-G) and Supplier, as recorded in the Agreement/ Contract signed by the Parties, including all attachments and appendices thereto and all documents incorporated by reference therein.</p> <p>(b) “The Contract Price” means the price payable to the Supplier under the Contract for the full and proper performance of its Contractual obligations.</p> <p>(c) “The Goods” means all those equipment, machinery and/or other material which the Supplier is required to supply to the Purchaser under the Contract.</p> <p>(d) “The Services” means those services ancillaries to the supply of the goods, such as transportation of goods up to the desired destinations, insurance and any other incidental services such as installation, commissioning, provision of technical assistance, training and other such obligations of the Supplier covered under the Contract.</p> <p>(e) “GCC” means the General Conditions of Contract contained in this section.</p> <p>(f) “SCC” means Special Conditions of the Contract.</p> <p>(g) “The Purchaser” means the organization purchasing the Goods, as named in the SCC.</p> <p>(h) “The Supplier” means the individual or firm supplying the Goods and Services under this Contract.</p> <p>(i) “The Project Site”, where applicable, mean the place or places named in the SCC.</p> <p>(j) “Day” means calendar day.</p>
2. Application	<p>2.1 These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.</p>
3. Standards	<p>3.1 The Goods supplied under this Contract against the “Purchase Order”, shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Goods’ country of origin. Such standards shall be the latest issued by the concerned institution.</p>
4. Inspections and Tests	<p>4.1 The Purchaser or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Purchaser. SCC and the Technical Specifications shall specify what inspections and tests the Purchaser requires and where they are to be conducted. The Purchaser shall notify the Supplier in writing, in a timely manner, of the identity of any samples (representatives) retained for these purposes.</p> <p>4.2 The inspections and tests may be conducted on the premises of the Supplier, at point of delivery, and/or at the Goods’ final destination. If conducted on the premises of the Supplier, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.</p> <p>4.3 Should any inspected or tested Goods fail to conform to the Specifications, the Purchaser 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 Purchaser.</p> <p>4.4 The Purchaser’s right to inspect, test and, where necessary, reject the Goods after the Goods’ arrival at the Purchaser’s delivery point shall in no way be limited or waived by reason of the Goods having previously been inspected, tested, and passed</p>

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	<p>by the Purchaser or its representative prior to the Goods' shipment from the factory/warehouse.</p> <p>4.5 Nothing in GCC Clause 4 shall in any way release the Supplier from any warranty or other obligations under this Contract.</p>
5. Packing	<p>5.1 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 shall be 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.</p> <p>5.2 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 Purchaser.</p>
6. Delivery and Documents	<p>6.1 Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in the Schedule of Requirements.</p> <p>6.2 For purposes of the Contract, DDP trade term is used to describe the obligations of the parties which means price inclusive of applicable taxes, transportation & delivery charges, insurances & warranties, if any, etc.</p>
7. Transportation	<p>7.1 The Supplier is required under the Contract to transport the Goods to a specified place of destination within the Purchaser's country, transport to such place of destination in the Purchaser's country, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price.</p>
8. Warranty	<p>8.1 The Supplier warrants that the Goods supplied under the Contract are original, new, unused, of the most recent or current models, 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 Purchaser's specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.</p> <p>8.2 This OEM warranty shall remain valid for one/three year(s), respectively, 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.</p> <p>8.3 The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty.</p> <p>8.4 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 Purchaser.</p> <p>8.5 If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, within a reasonable period, the Purchaser 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 Purchaser may have against the Supplier under the Contract.</p>
9. Payment	<p>9.1 The method and conditions of payment to be made to Supplier under this Contract shall be specified in SCC.</p> <p>9.2 The Supplier's request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed and upon fulfillment of other obligations stipulated in the Contract.</p> <p>9.3 Payments shall be made promptly by the Purchaser, but in no case later than thirty</p>

	<p>(30) days after submission of an invoice or claim by the Supplier complete in all respects.</p> <p>9.4 The currency of payment is Pak. Rupees.</p>
10. Prices	10.1 Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized in SCC or in the Purchaser's request for bid validity extension, as the case may be.
11. Change Orders	<p>11.1 The Purchaser may at any time, by a written order given to Supplier, make changes within the general scope of the Contract in any one or more of the following:</p> <p>(a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;</p> <p>(b) the method of packing;</p> <p>(c) the place of delivery.</p> <p>11.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) working days from the date of the Supplier's receipt of the Purchaser's change order.</p>
12. Contract Amendments	12.1 No variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.
13. Assignment	13.1 The Supplier shall not assign, in whole or in part to a subcontractor, its obligations to perform under this Contract.
14. Delays in the Supplier's Performance	<p>14.1 Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Purchaser in the Schedule of Requirements.</p> <p>14.2 If at any time during performance of the Contract, the Supplier should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.</p> <p>14.3 Any delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 15, unless an extension of time is agreed upon pursuant to GCC Clause 14.2 without the application of liquidated damages.</p>
15. Liquidated Damages	15.1 Subject to GCC Clause 17, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Purchaser 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 Purchaser may consider termination of the Contract pursuant to GCC Clause 16.
16. Termination for Default	<p>16.1 The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate this Contract in whole or in part:</p> <p>(a) if the Supplier fails to deliver any or all of the Goods within the period(s) specified in the respective "Supply Order" which shall be issued from to time to time under this Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 14.2; or</p>

	<p>(b) if the Supplier fails to perform any other obligation(s) under the Contract.</p> <p>(c) if the Supplier, in the judgment of the Purchaser has engaged in corrupt and fraudulent practices in competing for or in executing the Contract.</p> <p>For the purpose of this clause:</p> <p>“corrupt and fraudulent practices” includes the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official or the supplier or contractor in the procurement process or in contract execution to the detriment of the procuring agencies; or misrepresentation of facts in order to influence a procurement process or the execution of a contract, collusive practices among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the procuring agencies of the benefits of free and open competition and any request for, or solicitation of anything of value by any public official in the course of the exercise of his duty.</p> <p>16.2 In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 16.1, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.</p>
17. Force Majeure	<p>17.1 Notwithstanding the provisions of GCC Clauses 14, 15, and 16, the Supplier shall not be liable for forfeiture of its bid 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.</p> <p>17.2 For purposes of this clause, “Force Majeure” means an event beyond the control of the Supplier and not involving the Supplier’s fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.</p> <p>17.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.</p>
18. Resolution of Disputes	<p>18.1 The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.</p> <p>18.2 If, after thirty (30) days from the commencement of such informal negotiations, the Purchaser and the Supplier have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms specified in SCC.</p>
19. Governing Language	<p>19.1 The Contract shall be written in the language specified in SCC. Subject to GCC Clause 20, 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.</p>
20. Applicable Law	<p>20.1 The Contract shall be interpreted in accordance with the laws of the country.</p>
21. Notices	<p>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 cable, telex, or facsimile and confirmed in writing to the other party’s address specified in SCC.</p> <p>21.2 A notice shall be effective when delivered or on the notice’s effective date, whichever is later.</p>

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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 to the Purchaser.

