

# Tender Notice

## FOR UP-GRADATION OF Monitoring System

To 250 TV Channels

Sealed Technical & Financial bids under single stage two envelope procedure are invited for Up-gradation of Monitoring System to 250 TV Channels at PEMRA Headquarters, Mauve Area, G-8/1, Islamabad from well reputed GST & NTN registered firms/ companies having vast experience in software development/ customization/ supply and hardware supply/ installation (Turnkey Project).

Tender Documents/ Terms of Reference (TORs) can be obtained from the office of Deputy General Manager (Admin-I) during 1000 to 1700 hours from Monday to Friday on payment of **Rs. 500/- (Non-Refundable)** in the form of pay Oder/DD in favor of PEMRA or may be downloaded from [www.pemra.gov.pk](http://www.pemra.gov.pk). [www.ppra.org.pk](http://www.ppra.org.pk)

Each bidder shall have to submit 2% of the total bid value as Earnest Money in the form of Demand Draft /Pay Order/CDR drawn in favor of PEMRA along-with their sealed bids. Bids without earnest money shall be out rightly rejected.

Technical & Financial Sealed Bids in the form of single package should reach the office of Deputy General Manager (Admin-I). PEMRA Headquarters, Islamabad, by 26<sup>th</sup> April, 2019 before 1000 Hours. Technical bids will be opened in the presence of the representatives of the participating firms/companies at 1100 Hours on the same day.

The Authority reserves the right to accept or reject any or all bids prior to the acceptance as per PPRA rules.



PEMRA

**Deputy General Manager (Admin-I)**

2<sup>nd</sup> Floor, Mauve Area, G-8/1, Islamabad

Phone No:051-9107116

Fax No: 051-9107146

[www.pemra.gov.pk](http://www.pemra.gov.pk)



# ٹینڈرنوٹس

## مانیٹرنگ سسٹم کی اپ گریڈیشن

250 ٹی وی چینلز

ہیمر اہیڈ کوارٹرز، ماڈو ایریا، G-8/1، اسلام آباد میں مانیٹرنگ سسٹم کی 250 ٹی وی چینلز تک اپ گریڈیشن کیلئے سافٹ ویئر ڈویلپمنٹ / کسٹمائزیشن اور ہارڈ ویئر انسٹالیشن (Turnkey Project) کا تجربہ رکھنے والی معروف جی ایس ٹی واین ٹی این رجسٹرڈ کمپنیوں / فرموں سے سنگل سٹیج دولٹافون پر مشتمل طریقہ کار کے تحت تکنیکی و مالیاتی سربراہ پیشکشیں مطلوب ہیں۔

ٹینڈر دستاویزات / ٹرمز آف ریفرنسز (TORs) - مبلغ / 500 روپے (ناقابل واپسی) کے پے آرڈر / ڈیمانڈ ڈرافٹ بنام ہیمر اکی ادا نیگی پرفورمڈ پٹی جنرل میجر (ایڈمن-1) سے صبح 10:00 بجے تا 5:00 بجے بروز پیر تا جمعہ حاصل کیے جاسکتے ہیں یا ویب سائٹس <http://www.pemra.gov.pk> اور <http://www.ppra.org.pk> سے ڈاؤن لوڈ کیے جاسکتے ہیں۔

ہر بولی دہندہ کو سربراہ پیشکش کے ہمراہ مالیت بولی کا %2 زریعہ نامہ بشکل ڈیمانڈ ڈرافٹ اپے آرڈر / اسی ڈی آر بحق ہیمر اجماع کرانا ہوگا۔ زریعہ نامہ کے بغیر موصولہ پیشکشیں مسترد کردی جائیں گی۔

سربراہ تکنیکی و مالیاتی پیشکشیں سنگل بیڈنگ کی صورت میں دفتر ڈی جی ایم (ایڈمن-1)، ہیمر اہیڈ کوارٹرز، اسلام آباد کے پاس 26 اپریل، 2019 کو دن 10:00 بجے تک پہنچ جانی چاہئیں۔ تکنیکی پیشکشیں اسی روز 11:00 بجے شرکت کرنے والی فرموں / کمپنیوں کے نمائندوں کی موجودگی میں کھولی جائیں گی۔

اتھارٹی PPRا روز کے مطابق منظوری سے قبل کسی بھی ایک یا تمام پیشکشوں کو منظور یا مسترد کرنے کا حق محفوظ رکھتی ہے۔

ڈپٹی جنرل میجر (ایڈمن-1)

پاکستان الیکٹرانک میڈیا ریگولیٹری اتھارٹی

سینٹر فلور، ماڈو ایریا، G-8/1، اسلام آباد

فون نمبر: 051-9107116، فیکس نمبر: 051-9107146





**TENDER DOCUMENT / TERMS OF REFERENCE (TORs)**

**For**

***Upgradation of Monitoring System***

**PAKISTAN ELECTRONIC MEDIA REGULATORY AUTHORITY**

**Headquarters, Mauve Area, G-8/1, Islamabad**

**[www.pemra.gov.pk](http://www.pemra.gov.pk)**

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## INSTRUCTIONS TO THE COMPANIES/FIRMS

### 1. GENERAL

#### 1.1 Introduction

Pakistan Electronic Media Regulatory Authority (PEMRA) has been established under PEMRA Ordinance 2002 to:

- i. Improve the standards of information, education and entertainment.
- ii. Enlarge the choice available to the people of Pakistan in the media for news, current affairs, religious knowledge, art, culture, science, technology, economic development, social sector concerns, music, sports, drama and other subjects of public and national interest.
- iii. Facilitate the devolution of responsibility and power to the grass roots level by improving the access of the people to mass media at the local and community level.
- iv. Ensure accountability, transparency and good governance by optimizing the free flow of information.

#### 1.2 Scope of Work

1.2.1 PEMRA intends to upgrade and establish a fail-safe Electronic Media Monitoring System, comprising of hardware and software, at PEMRA Headquarters for a scalable system of 250 TV Channels on a turnkey basis for which PEMRA invites proposals from registered companies/firms having relevant experience in the field of electronic media monitoring systems, automated tracking and reports generation etc., installation of application software along with related hardware, testing, commissioning and training etc.

1.2.2 Proposals are invited on the basis of the terms and conditions given in this document, for which requisite documents and details shall be provided along with the proposal.

1.2.3 **Mandatory Requirement:** Following are some of the mandatory requirements which shall be the part of up-gradation and establishment of electronic media monitoring system:

- i. **Recording of TV channels:** Latest resolution video and audio quality recording of 250 channels extendable further; without any interruption or loss of video / audio.
- ii. **Source of Recording:** The system shall have minimum dual input source of recording, one of which shall be Satellite, capable of automatic switch over in case of failure of any source to avoid loss of data.
- iii. **Storage/ Archive:** Minimum 6 months storage capacity for the recording of 250 TV channels 24/7 in HD resolution- at least, is mandatory for the Storage Area Network (SAN). Therefore, automated software is needed to shift the data (audio/video recording) from the Servers/Recording machines to SAN periodically.
- iv. **Editing / Tagging:** Software is needed with facility of tagging, editing and compression for end user utilization through WhatsApp while watching of TV channels by monitoring staff. (Mark start and mark end facility for tagging of violations and other important data, as per requirement)
- v. **Automated Commercial and program punching software:** The software shall be capable of automated commercial and program punching with provision of manual punching for specific requirements according to PEMRA Code of Conduct and license terms and conditions. The software must also be capable of reports generation i.e. 24 hours channel punching/tagging report, talk shows monitoring report in .doc, .docx, .xls, .xlsx, pdf etc. formats.
- vi. **Frame, Face, News Scroll and Audio Recognition Software:** The software shall be capable of Frame, Face, News Scroll and Audio Recognition as per requirement.

- vii. **Search Engine:** The software shall have a built-in powerful search engine for tagged and archived data searches.
- viii. **Transcription:** An automated audio/video to text transcription in Urdu and English language, as per requirement and demand, shall be incorporated in the software.
- ix. **Logo Change Alert:** The software shall automatically send Alert for change of logo position, design/shape, colour scheme and TV channel name. Log/History of change in logo may also be maintained i.e. day, date & time etc.
- x. **PEMRA Tube or web based solution:** A PEMRA tube or web-based solution to provide access to archive and data with provision of a well secured login facility shall also be established. Detailed record of clips along with relevant data i.e. show cause notices, advices and circular given by the Authority shall be maintained in the web-based data.
- xi. **Popup / Alert/ Alarm:** The software shall have provision of alert generation on designated cell numbers regarding no signal, fault in recording, audio missing, power interruption or any other malfunctioning in the system. Furthermore, security beep on any unauthorized access attempt shall immediately be sent as an alert and kept in a log.
- xii. **Flexibility:** The software or system must have option to replace any channel according to priority and change in the name of channels in further recordings and other changes according to requirement (Multi-options).
- xiii. **Staff liability:** The software shall have the option of keeping work record of the staff and details of monitored / tagged content by an individual along with the option of restricting user to assigned channels. The software shall also send an email alert with reference to entry by staff to the officer concerned to evaluate amount of work with reference to time.

- xiv. **Radio Monitoring:** The software shall have automated commercial punching capability to record/monitor licensed FM radio channels through web.

Reference link: <http://www.radio.net.pk> & <http://radio.garden/live/>

### **1.3 Software**

- 1.3.1 The system shall be capable of recording, editing and storing of TV channels. The application software shall be capable to filter recorded content of 250 TV Channels (with no bar of increasing channels in software) into advertising & non-advertising, local & foreign segments etc. The software shall also provide a platform to create standard / customized content analysis reports which shall include details of commercial activities and identify all other violations of PEMRA laws, along with the mandatory requirements mentioned in Section 1.2.3.
- 1.3.2 Application software shall be user-friendly, simple and easy to operate involving minimum manpower.
- 1.3.3 The company/firm while submitting the Technical proposal shall mention platform/language, OS and Database being used in the software.

### **1.4 Hardware**

- 1.4.1 Technical equipment shall also include state-of-the-art modern design and cutting edge digital technology with back-up Uninterrupted Power Supply (UPS) for the entire monitoring system for upto 30 minutes. Separate racks for display and server/ recording room etc. Workstations, display of channels and recording systems / servers / storage area network (SAN) shall be provided and placed as such to avoid any hindrance as per Hardware Specification in **Annexure-I**.
- 1.4.2 The hardware shall be compatible with High Definition (HD)/ Ultra High Definition (UHD) / 4K digital technology.
- 1.4.3 All types of transportation and other expenses for delivery of the equipment to the installation point and visiting PEMRA Headquarters shall be sole responsibility of the supplier, who shall ensure standardized packaging of the equipment to avoid any damage during transportation and installation. The company/firm shall ensure



proper installation of the hardware/software according to PEMRA's requirement and making it operational.

- 1.4.4 The company/firm shall provide appropriate training to PEMRA employees for effective functioning of the system

## **2. DUE DILIGENCE**

The aspirant companies / firms are expected to examine all instructions, terms and specifications stated in this document. The Bid shall be deemed to have been submitted after careful study and examination of the TORs. Failure to furnish all information or submission of a bid not responsive to this document will be at the Bidders' risk and may result in rejection of the bid. The decision of PEMRA regarding the final declaration of the successful Bidder shall be final.

## **3. ELIGIBILITY CRITERIA**

- 3.1 Bidding is open to all National and International companies/firms in compliance with PPRA rules having strong set-up for after sale support.
- 3.2 The company/firm must have valid Income tax and sales tax registration.
- 3.3 The company/firm shall produce Bank Statement for the last 06 months.
- 3.4 The company/firm shall provide documentary evidence & verifiable reference of the customer(s) / clients for assessment / evaluation of the performance with a certificate from the customer(s) / clients (Government or Private) where the services/solutions have been provided.
- 3.5 The company/firm should not be a defaulter or blacklisted by any Foreign Government, Organization or Government of Pakistan or any of its Organizations, Financial Institutions, and Regulators including PEMRA. The company/firm shall give an undertaking on Judicial Paper duly notarized to this effect.
- 3.6 The company/firm shall not be involved in major litigation that may have impact of affecting or compromising the delivery of services as per this TORs. The company/firm shall give an undertaking on Judicial Paper duly notarized to this effect.
- 3.7 The company/firm shall confirm unconditional acceptance of full responsibility for executing the work as per scope defined in TORs. The confirmation shall be accompanied with the proposal.

- 3.8 The company/firm must have local presence/support in the market and must have experience in IT/similar business in Pakistan.

#### **4. SUBMISSION OF DOCUMENTARY PROOF WITH THE BIDS**

- 4.1 The participating Companies / Firms shall submit documentary proof in support of meeting eligibility criteria. In the first stage of evaluation, a proposal shall be rejected if it is found deficient of:
- i. Eligibility for Responsiveness of the Bids in line with relevant directions given in these ToRs.
  - ii. An undertaking on judicial paper duly notarized to be appended with Technical Bids to the effect that Earnest / Bid Money @ 2% of the bid cost (without mentioning the amount) is provided with the Financial Bids.
- 4.2 Technical Bids (original and three photocopies along with soft copy), sealed in a separate envelope and complete in all respects with supporting documents and clearly marked as "TECHNICAL BID" on the envelope.
- 4.3 Financial Bids (original and three photocopies along with the soft copy) as per requirements of ToRs sealed in a separate envelope and complete in all respects along with Earnest Money @ 2% of bid cost in the form of pay order / demand draft in favour of PEMRA and clearly marked as "FINANCIAL BID" on the envelope.
- 4.4 In its financial bids, a company / firms shall quote its fee and provide all required breakups.
- 4.5 All the above documents shall be sent in a sealed package. This package shall bear the submission address, and clearly marked as "Bid for Upgradation of Monitoring System to 250 TV Channels".

#### **5. TENDER DOCUMENT / TORs**

A complete set of Bidding Documents/ TORs in English can be obtained during working hours by interested companies/firms by making contact at the address given below on payment of **Rs.500/- (Rupees Five Hundred only)** (Non-refundable) through Demand Draft / Pay Order drawn in favour of PEMRA:

*DGM (Admin-I)*  
*PEMRA Headquarters,*  
*2<sup>nd</sup>Floor, Mauve Area, G-8/1, Islamabad.*  
*Phone No: 051-9107116, Email: [khairurrehman@pemra.gov.pk](mailto:khairurrehman@pemra.gov.pk)*

## **6. INSTRUCTIONS FOR PREPARATION OF TECHNICAL BIDS**

- 6.1 In preparing the Technical Bids, the companies / firms are expected to examine the ToRs in detail. Material deficiencies in providing the information requested may result in rejection of a bid.
- 6.2 All applicants that meet the eligibility criteria may be asked for a presentation of their bid before the Bid Opening / Technical Evaluation Committee, clearly demonstrating their experience and capacity to perform the assignment.
- 6.3 In case of a Joint Venture or a consortium, the companies / firms shall provide all the requisite documents. The Technical Proposal / Bids shall provide the following information:
- i. A brief description of the company / firm and an outline of experience on assignments of a similar nature. For each assignment, the outline should indicate, inter alia, the profiles of the staff proposed, duration of the assignment, contract amount etc.
  - ii. The list of the proposed staff by specialty who would actually be involved in the project, the tasks that would be assigned to each staff team member, and their timing.
  - iii. Updated CVs of the proposed professional staff and the authorized representative submitting the proposal. Key information should include number of years working for the firm/entity and position / responsibility held in various assignments at least during the last five (5) years.
  - iv. Estimates of the total staff input (professional and support staff; staff time) needed to carry out the project, supported by bar chart diagrams showing the time proposed for each professional staff team member while keeping in mind the given timelines.
  - v. The Technical Bid shall not include any financial information pertaining to the cost of the project.
  - vi. Any other details as deemed necessary by the companies / firms.

## **7. INSTRUCTIONS FOR PREPARATION OF FINANCIAL BIDS**

In preparing the Financial Bids, the companies / firms are expected to take into account the requirements and conditions outlined in ToRs. The cost should be in Pak rupees and inclusive of all taxes, fees, levies, cost of other charges imposed under the law. The amount of GST with rate shall be mention separately.

## **8. COST OF TENDERING**

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

## **9. CLARIFICATION OF TENDER DOCUMENTS / TORs**

9.1 A prospective company/firm requiring any clarification(s) in respect of tender documents / TORs may notify to *DGM (Admin-I), 2nd Floor, PEMRA Headquarters, Mauve Area G-8/1, Islamabad (Phone No: 051-9107116, email: khairurrehman@pemra.gov.pk)* in writing however not later than three days before the deadline for submission of proposal.

9.2 A pre-bid conference may also be held at PEMRA Headquarters Islamabad two to three days prior to the opening of technical bids, if PEMRA deems it appropriate. Based on the feedback received, response to the clarifications sought, shall be sent to the aspirant companies / firms.

9.3 The FINANCIAL Bids of all those companies / firms that do not meet the eligibility criteria shall be returned unopened. The technically qualified companies / firms shall be intimated in writing or through FAX and/or e-mail.

## **10. AMENDMENT IN TENDER DOCUMENTS / TORs**

10.1 At any time prior to the deadline for submission of bids, PEMRA may for any reason, whether at own initiative or in response to a clarification requested by prospective company/firm, modify the tender documents / TORs by issuing addendum.

10.2 Any addendum thus issued shall be part of the tender documents. To offer company/firm reasonable time in which to take an addendum into account in preparing their bids, PEMRA may at its discretion extend the deadline for submission of bids.



## **11. LANGUAGE, DOCUMENTS**

- 11.1 Bid documents / TORs and all correspondence shall be in English language.
- 11.2 The bid shall have covering letter on printed letterhead of the company/firm. All pages of the bid shall be initialled / signed and official seal be affixed by the person(s) authorized to sign.

## **12. TECHNICAL LITERATURE**

All the relevant technical literature, specification etc. should be attached with the bid.

## **13. PRICE**

- 13.1 Prices shall be quoted in Pak Rupees both in figures and words. Dollar quoted price will be converted in PKR on current bank rate of bid opening date.
- 13.2 The prices quoted shall be clearly typewritten.
- 13.3 The prices shall include all the Government taxes, duties, transportation charges etc. & shall be final and no fluctuation /escalation in future shall be entertained.
- 13.4 The company/firm shall be deemed to have obtained all information as to all the requirements thereto which may affect the bid price.

## **14. EARNEST MONEY**

- 14.1 The company/firm shall furnish an earnest money equivalent to 2% (Two Percent) of the total value of bid in the form of Call Deposit, Bank Draft or Pay Order issued by a scheduled bank of Pakistan / First Class Foreign Bank drawn in favour of PEMRA.
- 14.2 Any bid not accompanied by an acceptable earnest money shall be rejected by PEMRA out rightly.
- 14.3 The earnest money of the unsuccessful companies/firms will be returned upon award of contract to the successful company/firm or on expiry of validity of earnest money whichever is earlier. The earnest money of companies/firms, who are technically disqualified, can be returned earlier at PEMRA discretion upon receiving written request.
- 14.4 The earnest money of the successful company/firm will be returned when the companies/firms will fully install the hardware / software and same is tested / commissioned by PEMRA.

- 14.5 The earnest money may be forfeited:
- i. If a company/firm withdraws its bid during the period of bid validity.
  - ii. If the company/firm does not accept the correction of its bid price.

## **15. VALIDITY OF BIDS**

Bid shall remain valid for a period of at least **90 days** from the date of bids opening.

## **16. DEADLINE FOR SUBMISSION OF BIDS**

- 16.1 The bids shall be delivered in person or sent by the registered mail which should reach the office of **DGM (Admin-I), 2nd Floor, PEMRA Headquarters, Mauve Area, G-8/1 Islamabad at 1000 Hrs on 26<sup>th</sup> April 2019.**
- 16.2 **Sealed bids** as per Public Procurement Regulatory Authority (PPRA) Rule 22(1) 2004, which is reproduced as follows:
- i. “The bids shall be submitted in a sealed package or packages in such manner that the contents are fully enclosed and cannot be known until duly opened”
  - ii. **The bids should be in 02 envelopes marked with “Technical Bid” and “Financial Bid”:** Bids having necessary information regarding tender notice should be submitted.
- 16.3 No open, e-mailed or faxed bid will be accepted.
- 16.4 Any bid received by PEMRA after the deadline will be returned unopened to such company/firm.

## **17. MODIFICATION & WITHDRAWAL OF BID**

- 17.1 Any company/firm may modify or withdraw his bid after bid submission provided that written notice of the modification or withdrawal is received by the PEMRA prior to the deadline for submission of bids.
- 17.2 No bid shall be modified or withdrawn by a company/firm after the deadline for submission of bids.

## **18. OPENING OF BID**

- 18.1 PEMRA Bid Opening & Technical Evaluation Committee shall open the **Technical bids at 1100 Hrs on 26<sup>th</sup> April 2019** in the presence of authorized representatives of the

companies / firms who choose to be present at **PEMRA Headquarters Islamabad**. Financial bids shall be opened after evaluation of Technical bids.

- 18.2 Date & time for opening of Financial Proposals shall be communicated in writing through mail or e-mail to the technically pre-qualified companies/firms. PEMRA shall follow the Public Procurement Regulatory Authority Ordinance 2002 and all Rules and Regulations made thereunder. Relevant legislation in this regard is available at ([www.ppra.org.pk](http://www.ppra.org.pk)).
- 18.3 The company/firm's name, bid prices, any discount, the presence or absence of earnest money and such other details as the committee at its discretion may consider appropriate, shall be announced at the time of opening of bids.
- 18.4 The Bid Opening & Technical Evaluation Committee shall resolve any issue raised by the companies/firms and the decision of the Committee shall be final.
- 18.5 The Bid Opening & Technical Evaluation Committee reserves the right to reject any one or all bids as per **PPRA** rules.

## **19. CLARIFICATIONS / CORRECTIONS OF BID**

To assist in the examination, evaluation and comparison of the bids, the Committee at its discretion may ask the company/firm for a clarification / presentation of its bid and demonstration of relevant software application/project/setup installed at any location by the company/firm. The request for clarification / presentation and the response shall be in writing.

## **20. RESPONSIVENESS OF BIDS**

- 20.1 In preparing the bids the following points shall be taken care of:
- i. All details of the hardware and application software being offered are given.
  - ii. The valid earnest money is submitted.
  - iii. The bid is valid for ninety (90) days.
  - iv. The bid prices are firm / conclusive during its validity and inclusive of all taxes, duties, transportation charges etc.
  - v. Completion period offered is within specified limits.
  - vi. The bid is generally in order etc.
  - vii. Any other point as deemed appropriate by PEMRA.

## 21. EVALUATION OF TECHNICAL BIDS

21.1 The committee shall evaluate the bids on the basis of their conformity to the requirements given in the ToRs, applying the evaluation criteria and point system as specified below. Each responsive bid will be given a technical score. A bid shall be rejected if it is found deficient of documents / requirements / eligibility criteria given in ToRs or if it fails to achieve the minimum technical score indicated below. Expertise of the companies / forms related to the assignment will be evaluated as under:

Sr. No.	Description	Evaluation Marks
1	Profile of company / firm in terms of man power, with relevant qualification (Four & above Engineers/IT Professionals: 15 Marks, Experience 10 year & above: 15 marks)	30
2	Number of similar projects completed / in hand with capability & cost (Five and above: 50 marks)	50
3	Deliveries of International projects of similar nature. (Two and above: 20 Marks)	20
	<b>Total</b>	<b>100</b>

- i. The company / firm obtaining **60** marks will be declared technically qualified.
- ii. Shortlisted companies / firms can be invited for presentation wherein they will elaborate their bids and approach.
- iii. Financial bids of technically qualified companies / firms shall be opened at time and date to be notified in advance in writing, through fax or e-mail.
- iv. Conditional Technical bids having ifs & buts will be out rightly rejected.
- v. PEMRA reserves the right to accept or reject any or all proposals after recording reasons in writing.

## 22. OPENING AND EVALUATION OF FINANCIAL BIDS

22.1 Once evaluation of Technical bids is completed, PEMRA shall notify those companies / firms whose bids did not meet the minimum qualifying mark (60) or were considered non-



responsive or failed to meet the requirements of TORs, indicating that their Financial Bids will be returned unopened after completion of the tendering process.

- 22.2 PEMRA shall simultaneously notify in writing, through fax or e-mail the company / firm that have been pre-qualified on the basis of technical proposal, indicating the date and time set for opening the Financial Bids.
- 22.3 The Financial Bids shall be opened in the presence of the firm / company / authorized representative. The name of the company / firm, the offered cost for establishment of the monitoring set up, any discount offered, the earnest money and such other details as PEMRA Bidding & Technical Evaluation Committee may consider appropriate, shall be read aloud and recorded when the Financial Bids are opened. The Committee shall prepare minutes of the bid opening process.
- 22.4 The PEMRA Bid Opening & Evaluation Committee will determine whether the Financial Proposals are complete (i.e., whether they have mentioned cost against all items of the corresponding Technical Proposals), as correct and without any computational errors / ambiguity.
- 22.5 In case of a tie, fresh Financial Bids shall be called from the respective companies / firms and the process will be repeated until one among them is a clear winner.
- 22.6 Conditional Financial Bids having ifs & buts will be out rightly rejected.
- 22.7 The cost given in Financial Proposal shall be firm & final and no escalation whatsoever shall be allowed.

### **23. AWARD CRITERIA & PEMRA'S RIGHT**

PEMRA reserves the right to accept or reject any bid and to annul the tendering process and reject all bids, at any time prior to award of work/purchase order, without thereby incurring any liability to the affected companies/firms or any obligation to inform the affected companies/firms of the grounds for the PEMRA's action.

### **24. AWARD OF CONTRACT**

The contract will be awarded to technically the best & financially lowest evaluated company/firm. PEMRA may return the unopened Financial Proposals on request of those companies/firms who fail to be pre-qualified /shortlisted as a result of evaluation of the Technical Proposal by the PEMRA Bid Opening & Technical Evaluation Committee. The

PEMRA shall issue a Letter of Intent (LoI) to the successful company / firm immediately upon acceptance of the bid/proposal. The selected company / firm will sign the contract as per format prescribed by PEMRA after fulfilling all the formalities/pre-conditions mentioned in the Letter of Intent, in line with the Project Timeline given in the ToRs. The successful company / firm shall commence the project immediately after signing of the contract.

## **25. IMPORTANT CONDITIONS OF CONTRACT / PURCHASE ORDER**

### **25.1 Performance Security / Bank Guarantee**

25.1.1 The successful company/firm shall furnish a Performance Guarantee / Security Deposit equivalent to **10% (Ten percent)** of the contract price at the time of signing of contract which will be within 07 working days after confirmation/intimation by PEMRA. The Performance Guarantee / Security Deposit shall be in the form of Bank Draft or a Bank guarantee issued by any of the scheduled Bank(s) of Pakistan / First Class Foreign Bank in favour of PEMRA valid for a period of **One Year** from the date of commissioning of the monitoring system or after successful completion of warranty period / issuance of Final Acceptance Certificate (FAC) whichever is later. If successful company/firm fails to complete the work within the given timeframe and upto the satisfaction of PEMRA authorities, performance guarantee / security deposit shall be forfeited and contract shall stand cancelled and payment made to the firm/company shall be recoverable.

25.1.2 Duration of the Performance Guarantee / Security Deposit may be further extended accordingly if the completion of the system is delayed due to force majeure or unavoidable circumstances.

### **25.2 Time for Completion**

The successful company/firm shall be required to complete the project **within a period of 180 days**. In case of unavoidable circumstances PEMRA may grant extension in the time on the recommendation of the Project Management Unit (PMU).

### **25.3 Penalty Clause / Late Completion:**

If the company/firm fails to complete the project within the time specified in Para 25.2, its liability to PEMRA for such failure shall be to pay an amount equivalent to **0.5% (Zero point five percent)** per week (Maximum up to 10%) of the bid value after which the contract shall stand cancelled. However, this provision is without prejudice to PEMRA's right to forfeit performance guarantee / security deposit in case of failure to complete the work within the given timeframe.

### **25.4 Warranty / Services**

The company/firm shall warrant that the stores are brand new, branded and the software supplied under the contract are licensed, copyrighted and incorporates with all recent improvements in design and materials and of sound quality. The warranty shall remain valid for a period of **01 year** for the hardware and 02 years for the software w.e.f issuance of PAC (Provisional Acceptance Certificate). Furthermore, maintenance of software support shall be provided along with its enhancement / up-gradation during the warranty period. Warranty shall be a comprehensive warranty and shall include, *inter alia*, free of cost repair /replacement of hardware installed along with technical assistance. PEMRA shall promptly notify the defects at reasonable speed and the company/firm shall be bound to rectify the same at the earliest but not later than 01 week with effect from communication of the defects to the company/firm.

### **25.5 Ownership of Material**

All the hardware and software along with source code etc. provided / installed by the company/firm shall be the property of PEMRA. Furthermore, company/firm shall also provide source code of software after any modification during warranty period.

### **25.6 Provisional Acceptance Certificate (PAC)**

After successful testing and commissioning of the monitoring system (hardware & software), the company/firm may notify to PEMRA. Upon such notification, PEMRA shall arrange inspection, testing and issuance of Provisional Acceptance Certificate (PAC) in favour of the company/firm subject to satisfactory testing as per requirement.

## 25.7 Terms of Payment

25.7.1 Payment shall be made in Pak Rupees within 10 working days after successful achievement of flexible milestone, tentatively as below:

Sr#	Payment Detail /Description	Time Period	Payment %age
1.	Award of contract after completion of formalities	15 days	10%
2.	Mobilization Advance		
3.	Scope Analysis	30 days	05%
4.	Site Layout Preparation/Planning		
5.	Infrastructure/Hardware Delivery	30 days	20%
6.	Site Layout Plan Execution	60 days	10%
7.	Hardware Installation/Commissioning		
8.	Software Application Delivery	15 days	20%
9.	Software Application Installation & Customization	15 days	05%
10.	Testing & Commissioning	15 days	10%
11.	Issuance of PAC	After Commissioning /Testing	20%

25.7.2 All the payments shall be made by **PEMRA through cross cheque.**

25.7.3 Taxes will be withheld as per Government Rules at the time of payment.

25.7.4 No escalation whatsoever shall be paid to the successful company/firm and rates offered / accepted shall be deemed final.

## 25.8 Final Acceptance Certificate (FAC)

The company/firm may notify PEMRA at-least 30 days before expiry of the warranty period for issuance of Final Acceptance Certificate. Upon such notification from company/firm, PEMRA will issue Final Acceptance Certificate in favour of the firm subject to satisfactory completion of warranty period as per requirement. Alternatively, PEMRA shall notify the company/firm about un-resolved discrepancies and company/firm shall be bound to rectify the same at the earliest but not later than one week.



## **25.9 Default by Successful Company/Firm**

If the company/firm has not taken reasonable steps to rectify any shortcoming within 01 week from the date of communication by PEMRA, PEMRA may after affording an opportunity of being personally heard forfeit the performance guarantee / bank guarantee and blacklist the company/firm.

## **26. FORCE -MAJEURE**

If at any time, during the continuance of this contract, the performance in whole or in part, by either party, of any obligation under this is prevented or delayed, by reason of war, or hostility, acts of the public enemy, civic commotion, sabotage, Act of State or direction from Statutory Authority, epidemic, quarantine restriction, strikes and lockouts (as are not limited to the establishments and facilities of the company / firm), fire, floods, natural calamities or any act of Allah (hereinafter referred to as EVENT), provided notice of happenings of any such EVENT is given by the affected party to the other, within fifteen (15) calendar days from the date of occurrence thereof, neither party shall, by reason of such event, be entitled to terminate this contract, nor shall either party have any such claims for damages against the other, in respect of such non-performance or delay in performance provided the contract shall be resumed as soon as practicable, after such EVENT comes to an end or ceases to exist. The decision of the Authority as to whether the project may be so resumed (and the time frame within which the project may be resumed) or not, shall be final and conclusive, provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 180 days either party may, at his option terminate the contract, however on prior written intimation.

## **27. ARBITRATION**

In the event of any question, dispute or difference arising under the agreement in connection therewith (except as to matters, the decision to which is specifically provided under this agreement) the same shall be referred to sole arbitration of the Authority or to the arbitration of some other person mutually agreed by both the parties. The adjudication of such Arbitrator shall be governed by the provisions of the Arbitration Act, 1940 or any statutory modification or re-enactment thereof or any rules made thereof.

Subject to aforesaid Arbitration Act, and the rules made there under, any modification thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this clause. The venue of the arbitration proceeding shall be PEMRA Headquarters or such other place as the arbitrator may decide. Upon any and every reference as aforesaid, the assessment of costs and incidental expenses in the proceedings for the award shall be at the discretion of the Arbitrator.

### **GENERAL TERMS & CONDITIONS FOR SUBMISSION OF PROPOSALS**

- a) Well reputed companies/firms having proper office in Pakistan are encouraged to apply.
- b) Interested companies/firms may participate in this tender directly or through their authorized representatives or partners having complete knowledge of the proposals being offered.
- c) The bids shall be evaluated as specified in the TORs.
- d) Both NTN & GST Registration Certificates must be attached with the Technical Proposal.
- e) The successful companies shall have to display their capability to perform / complete the assigned task(s) within the schedule prescribed in the ToRs.
- f) Incomplete or proposals without earnest money shall not be entertained.
- g) Submission of any false statement/document or concealment of any information is likely to disqualify the company/firm.
- h) Earnest money of unsuccessful companies/firms shall be returned on written request after award of contract to the successful company/firm.
- i) PEMRA reserves the right to remove, alter or amend any or all the terms & conditions without any reason thereof.
- j) Proposal forwarded through fax or email shall not be accepted.
- k) PEMRA shall follow the Public Procurement Regulatory Authority Ordinance 2002 and all Rules and Regulations made thereunder. Relevant legislation in this regard is available at ([www.ppra.org.pk](http://www.ppra.org.pk)).
- l) PEMRA reserves the right to reject any or all the bids submitted in response to this tender notice prior to acceptance.

**COMPANY/FIRM PROFILE**

<b>Particulars</b>	<b>Description</b>	<b>Attachments</b> (Page Nos. or Annexure Nos.)
Name of the company/firm		
Address (Telephone, Fax & E-mail)		
Year of Establishment (attach any documentary evidence or furnish a statement on Oath)		
National Tax No. / Sale Tax No. (attach documentary evidence i.e. Attested copy of the certificates)		
Banker's Name & Contact Details along with six months Bank statement		
Annual Audited Financial Statements for the last two years		
Experience related to the similar assignments along with cost		
Projects in hand (current) along with contact details of the focal persons of the client		
Clientele Attach as separate Annexure having contact details of the focal person of the organization.		
Information about infrastructure of the company/firm including details of offices, branches, with list of staff members.		

**Technical Requirement for Upgradation of PEMRA Monitoring Setup**

**1. General Conditions**

1.1 The Project shall include the following:

- i. Recording and monitoring for 250 HD TV channels.
- ii. Storage of handling the 250 recording for 6 months
- iii. Log change
- iv. Advertisement watch
- v. Quality of service (watchdog)
- vi. Staff liability
- vii. Flexibility
- viii. Web-based
- ix. Program punching
- x. The system shall be able to accommodate 15 operators in a given time as a minimum.
- xi. A 24x7 recorder that is reliable and supports large scale video recording. The recorder includes a “watch dog” mechanism to make sure that the recordings continue to record properly even in case of an unexpected glitch.
- xii. Capture any input or any format from a linear broadcast, Radio or Internet. (TS/IP, ASI, SDI, DVB, UHD, HEVC, HDMI, Analogue and HLS)
- xiii. Save the media in any resolution (at least in HD) and bitrate.
- xiv. Extract and record an unlimited number of audio tracks, in any language
- xv. Record any type of Cue-Tones such as SCTE-35, SCTE-104.
- xvi. Recording of DVB subtitles, closed caption or teletext and being able to monitor them.
- xvii. A built-in catalog to manage and control the clips, searching for a specific clip, edit, and send it via e-mail, download and deletion. A smart labels system helps to arrange the media clips by subject, category or any other criteria.

- xviii. Monitor the content from an intuitive player - either live content or easily select content from a different date and time. All the playback controls are available: stop, pause, fast forward and rewind in different speeds, slow motion and frame-by-frame
- xix. Easily mark in and mark out the desired clip for quick export and share. The clips can be transcoded to any format, bitrate and resolution or exported in the same recordings settings. Easy methods to add overlays to the clips such as date and time stamp.
- xx. Direct distribution to FTP, Network share, DVD, OTT and social media. Content sharing becomes easy and fast.
- xxi. The administrator can define groups of users and the rights of each group, as well as define the rights of each user individually. These rights define what each group or each user is permitted to do and what not. Users' detailed activities log files are available.

Input Source	<ul style="list-style-type: none"> <li>- IP transport Stream, Analog, Digital (SDI), ASI</li> <li>- HDMI, ATSC, QAM, ISDBTb, HLS, RTMP</li> <li>- DVB-T/T2, ASI, DVB-S/S2, DVB-C/C2</li> <li>- SD,HD,UDH</li> </ul>
Input Bitrates	<ul style="list-style-type: none"> <li>- Video : 256 Kbps – 20 Mbps</li> <li>- Audio : 64 Kbps – 1024 Kbps</li> </ul>
Input Frame-sizes	<ul style="list-style-type: none"> <li>- QCIF (176 x 144) – UHD (4K)</li> </ul>
Export Video Formats / Codecs	<ul style="list-style-type: none"> <li>- MPEG-H – H.265</li> <li>- MPEG4 – H.264   VP8</li> <li>- MPEG2-TS MPEG2   MPEG1   H.264</li> <li>- 3GP – H.264   VP8   H.263   MPEG4</li> <li>- MOV – H.264</li> <li>- WMV – VC1   WMV V8   WMV V9</li> <li>- MPEG2 – MPEG 2</li> <li>- AVI – DivX   Xvid   MPEG4   H.264</li> <li>- FLV</li> <li>- SWF</li> <li>- SVCD</li> <li>- VCD</li> <li>- DivX DVD</li> <li>- DVD</li> </ul>

Export Audio Formats / Codecs	ACC	MMF
	M4A	MPEG2
	AMR	OGG
	FLAC	WAV
	MP3	WMA
Export Broadcast Quality Formats	XDCAM H422 files in mov or mxf	AVID DNxHD files in mov
	XDCAM IMX/D-10 files in mov or mxf	ProRes 422 or 4444 files in mov
Cue Tones / Triggers	Extracts SCTE-35, SCTE-104	

## 2. **Storage**

As the project grows, there will be a requirement for additional space, so the storage for the system should be scalable (without importing of previous data). Therefore, the system shall be based on a central storage system with the capability of expansion.

## 3. **Multiview system**

3.1 The system shall have a dedicated multiview system to show all the channels (in multiple screens or video wall system) with the technical furniture.

3.2 PEMRA shall not consider the multiview system included in the workstations (for the operators) to be fulfilling the requirement.

## 4. **Furniture**

4.1 The Company/Firm shall supply the furniture for:

- i. Technical room / Multiview system for 250 TV Channels
- ii. 15 Operators workstation/desk and chairs of the highest quality.

4.2 The quality of furniture mentioned in clause 4.1 shall be subject to approval by PMU