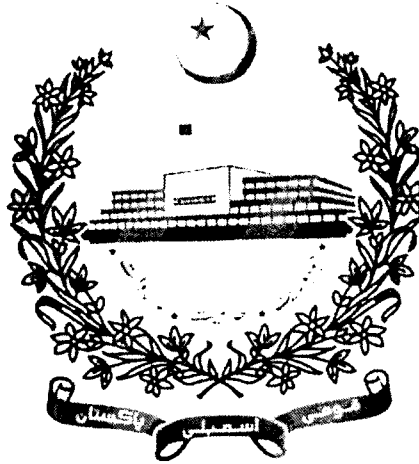


Document # _____



(TENDER DOCUMENT)

FOR

PROCUREMENT OF LAPTOPS – MACBOOK / EQUIVALENT FOR THE
NATIONAL ASSEMBLY SECRETARIAT

National Assembly Secretariat,
Constitution Ave,
Islamabad, Islamabad Capital Territory
Phone: 051-9207770

TABLE OF CONTENT

1. INVITATION TO THE BIDDERS	5
2. INSTRUCTIONS TO THE BIDDERS	6
2.1. SCOPE OF WORK	6
2.2. SOURCE OF FUNDS	6
2.3. ELIGIBLE BIDDERS	6
2.4. COST OF TENDERING	6
2.5. CLARIFICATIONS OF TENDERING DOCUMENTS	7
2.6. AMENDMENT OF TENDER DOCUMENT	7
2.7. LANGUAGE OF DOCUMENTS	7
2.8. PRICE	7
2.9. BID SECURITY / EARNEST MONEY	8
2.10. VALIDITY OF BIDS	8
2.11. CLARIFICATIONS / CORRECTIONS OF BID	8
2.12. RESPONSIVENESS OF BIDS	9
2.13. PURCHASING AGENCY'S RIGHT	9
2.14. DEADLINE FOR SUBMISSION OF BID DOCUMENTS	9
2.15. OPENING OF BID	10
2.16. EVALUATION OF BIDS	10
3. MANDATORY REQUIREMENTS AND EVALUATION CRITERIA	10
a. MANDATORY REQUIREMENTS	10
b. EVALUATION CRITERIA	11
4. AWARD CRITERIA	11
5. PROCESS TO BE CONFIDENTIAL	11
6. BID SECURITY/EARNEST MONEY	11
7. FIRM'S RESPONSIBILITIES	12
8. PERFORMANCE GUARANTEE	12
9. CONTRACT SIGNING	12
10. TIME FOR COMPLETION	12
11. WARRANTY	12
12. TERMS OF PAYMENT	13
13. DEFAULT BY THE FIRM/SUCCESSFUL BIDDER	13
14. FORCE MAJEURE	13
15. CONTINUITY OF SERVICE	14

16. CORRUPT AND FRAUDULENT PRACTICES	14
17. General Definitions	17
18. ANNEX-A	19
A) PURCHASE OF LAPTOPS FOR NATIONAL ASSEMBLY SECRETARIAT	19
B) OBJECTIVES OF THE ASSIGNMENT	19
C) SCOPE OF WORK	19
D) REQUIRED HARDWARE SPECIFICATIONS:	20
ANNEX-B	21
FORM OF FINANCIAL BID	21
ANNEX-C	23
COMPLIANCE CERTIFICATE	23
1. General or special Conditions: The Bidders certify that the following have been submitted in their proposal in response to the tender:	23
ANNEX-D	25
NON-BLACKLISTING DECLARATION	25
ANNEX-E	26
UNDERTAKING / CERTIFICATE	26
ANNEX-F	27
FORM OF CONTRACT FOR PROCUREMENT OF LAPTOPS FOR NATIONAL ASSEMBLY SECRETARIAT	27

1. INVITATION TO THE BIDDERS

- 1.1. National Assembly Secretariat, hereafter referred to as "Purchasing Agency", desires to seek bids from well-reputed, experienced firms/companies to provide Laptops - MacBooks or equivalent for the National Assembly Secretariat as specified in the Annex-A.
- 1.2. Bidding shall be conducted under Rule 36 (a) of PPRA Rules 2004 "Single stage – two envelope procedure" The bid shall comprise a single package containing two envelopes separately, the technical proposal and the financial proposal. The envelopes shall be marked as "TECHNICAL PROPOSAL" and "FINANCIAL PROPOSAL" in bold and legible letters to avoid confusion.
- 1.3. Important terms and conditions to be adhered by all bidders are attached as Annex-C.
- 1.4. An Agreement will be signed with the successful bidder. Specimen Contract Agreement attached at Annex-F.
- 1.5. Successful applicant will be required to submit performance guarantee as mentioned in tender document.
- 1.6. Queries related to the tender document shall be directed to the undersigned at least (05) working days ahead of the closing date.



Section Officer (Admin)
National Assembly Secretariat,
Constitution Ave, Islamabad,
Phone: 051-9207770

Email : aggan.daheri@pna.gov.pk , Website : www.na.gov.pk

2. INSTRUCTIONS TO THE BIDDERS

2.1. SCOPE OF WORK

- A. Scope of Work for the purchasing of Laptops - MacBooks or equivalent for the National Assembly Secretariat is given in Annex-A of this tender document.
- B. Bidders are required to follow the required specification as detailed in the Annex-A.

2.2. SOURCE OF FUNDS

The National Assembly Secretariat will make payment from its budget.

2.3. ELIGIBLE BIDDERS

The bids, which meet the mandatory criteria, shall be declared eligible for technical evaluation, subject to fulfillment of the requirements as detailed in Annex-A of this Tender document. Requisite documents must be attached in respect thereof. Bidders shall meet the following minimum eligibility criteria and shall provide the following:

- 1. Valid Company/Firm/General Order Supplier Registration Certificate with SECP or Registrar of Firms etc.,
- 2. Copy of Income Tax and Sales Tax Registration.
- 3. Office details at Islamabad / Rawalpindi, and other cities (if applicable) with Phone Numbers / Addresses / Emails.
- 4. Affidavit on Judicial / Stamp Paper of Rs. 100/- or above duly attested by Notary Public that the firm is not black listed by any Government / Semi Government department as per Specimen at Annex-D.
- 5. Affidavit on Judicial / Stamp Paper of Rs. 100/- or above, duly attested by Notary Public that the firm would supply / install and maintain Brand New/ Original equipment as a part of the Laptops – MacBooks or equivalent for the National Assembly Secretariat. Non-compliance to the same may result in immediate termination of supply / work order leading to forfeiture of earnest money / performance security and blacklisting of firms as per Specimen at Annex-E.
- 6. Affidavit on Judicial / Stamp Paper of Rs. 100/- or above, duly attested by Notary Public that the firm licensing history with the concerned regulatory authority/ (ies) should be clean during the last three (03) years and none of the licenses ever been canceled / terminated/withdrawn by the authority/(ies).

2.4. COST OF TENDERING

The bidders shall bear all costs associated with the preparation and submission of its documents, while the Purchasing Agency, in no case, shall be responsible

or liable for those costs, regardless of the conduct or outcome of the tendering process.

2.5. CLARIFICATIONS OF TENDERING DOCUMENTS

A prospective bidder requiring any clarification(s) may notify the Purchasing Agency or an Officer authorized on its behalf in writing. The Purchasing Agency or concerned Officer authorized on its behalf will respond to any request for clarification, which is received well before (approximately 05 working days or more) to the deadline set for the submission of bids. Copies of response by the Purchasing Agency to such clarification will be forwarded to prospective bidders (if not already clarified in the tender document or deemed necessary for the bidders).

2.6. AMENDMENT OF TENDER DOCUMENT

- a. At any time prior to the deadline for submission of bids, the Purchasing Agency may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the tender document by issuing an addendum.
- b. Any addendum thus issued shall form an eternal part of the tender document. To afford bidder's a reasonable time frame in which to take an addendum into account in preparing their bids, the Purchasing Agency may at its discretion extend the deadline for submission of bids.

2.7. LANGUAGE OF DOCUMENTS

- a. Bid Documents and related correspondence will always be in the English language.
- b. The bid should have a covering letter on printed letterhead of the firm. All pages of the bid shall be initiated/signed and shall bear the official seal of the person(s) authorized to sign/endorse.
- c. All the relevant technical literature in English Language should be attached with the bid.

2.8. PRICE

- a. Prices should be quoted in Pak Rupees on Delivered Duty Paid (DDP Incoterm) site basis.
- b. The price should be inclusive of all installation material (if any).
- c. The price quoted should be firm, final, and clearly written/typed without any ambiguity.
- d. The price should include all the applicable government taxes as per prevailing tax rates of provincial/federal governments, duties, freight etc.
- e. The rates / prices shall be entered against each item in the specifications mentioned in Bill of Quantity (BOQ). Any item against which no rate or

price is entered and left blank by the bidder shall be deemed covered by the rates / prices for other items in the BOQ.

- f. The price shall be valid for 90 days from the date of opening of bids.
- g. The bidder shall deem to have obtained all related information as to the requirements thereto which may affect the bid offer/price if required.

2.9. BID SECURITY / EARNEST MONEY

- a. The bidder shall furnish a bid security/ earnest money amounting **PKR: 200,000/-** in the form of a Bank/Demand Draft, Pay Order in favor of National Assembly Secretariat.
- b. Any bid not accompanied by an acceptable bid security shall stand liable to be rejected by the Purchasing Agency as non-responsive.
- c. The bid securities/earnest money of the unsuccessful bidders will be returned upon award of contract to the successful bidder or on expiry of validity of bid security whichever is earlier. The bid securities of bidders, can be returned earlier if supported by a formal request on the bid letterhead with signed.
- d. The term validity of the bid security shall be 180 days
- e. The bid security of the successful bidder will be returned only when the bidder submits the required 10% Performance guarantee and upon supply/installation which will be refunded on expiry of the contract only.
- f. The bid security/earnest money may be forfeited/confiscated:
 - i) If a bidder withdraws his bid during the period of bid validity.
 - ii) If the bid has overwriting, errors or mistakes in the bid price.
 - iii) In the case of a successful bidder, if he fails to furnish the required security deposit.
 - iv) If the bidder fails to meet the requirements in the scope of work and Annex-A of the Tender document
 - v) If the bidder fails to fulfill the mandatory requirements upon which he has given certificates/affidavits etc.

2.10. VALIDITY OF BIDS

All bids shall remain valid for 90 days from the date of submission of bid.

2.11. CLARIFICATIONS / CORRECTIONS OF BID

- a. To assist in the examination, evaluation and comparison of the bids; the committee at its discretion may ask the bidder for a clarification of its bid. The request for clarification and the response shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.
- b. Arithmetical errors will be rectified on the following basis:

- i) If there is a discrepancy between unit price and total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and total price shall be corrected. If there is a discrepancy between the words and figures the amount in words shall prevail. If there is a mistake in addition/totaling that can be corrected.
- ii) If the bidder does not accept the corrected amount of bid, his bid will be rejected and his bid security will be forfeited.

2.12. RESPONSIVENESS OF BIDS

- a. The valid bid security / earnest is submitted.
- b. Compliance to all terms and conditions of this tender document on specified formats.
- c. The bid is generally in order etc.

2.13. PURCHASING AGENCY'S RIGHT

The Purchasing Agency reserves the right to accept or reject any submitted bid, as per PPRA rules and to annul the tendering process and reject all bids, at any time prior to award of order, without thereby incurring any liability to the affected bidders or any obligation to inform the affected bidders of the grounds for the Purchasing Agency's action.

2.14. DEADLINE FOR SUBMISSION OF BID DOCUMENTS

- a. The bids shall be delivered in person or sent by Registered mail / Courier service, which should reach the office of the Section Officer (Admin), National Assembly Secretariat, Islamabad, on or before 11:00 am on the **22nd May, 2023** or as specified in the advertisement / web sites of PPRA / Purchasing Agency.
- b. Bidding shall be conducted under Rule 36 (a) of PPRA Rules 2004 "Single stage – two envelope procedure" The bid shall comprise a single package containing two separate envelopes. Envelope shall contain separately the financial proposal and the technical proposal. The envelopes shall be marked as "TECHNICAL PROPOSAL" and "FINANCIAL PROPOSAL" in bold and legible letters to avoid confusion.
- c. Bidder must submit soft copy of the specifications/technical Brochures/ Catalogues inside technical proposal envelope.
- d. Bids should be submitted in sealed envelopes containing necessary information regarding tender notice and warning message "DO NOT OPEN BEFORE 11:30 hours on **22nd May, 2023**".
- e. Opened, e-mailed or faxed bids will not be accepted.

- f. Any bid received by the Purchasing Agency after the date and time of tender opening will be returned as unopened to the sender / bidder.

2.15. OPENING OF BID

- a. The Purchasing Agency's relevant committee will open all bids (technical and financial) at 11.30 hrs, on the **22nd May, 2023** in the presence of bidder's representatives who choose to be present at the National Assembly Secretariat.
- b. Both "Technical" & "Financial" proposals will be opened on the same day.
- c. The relevant committee will resolve any issue raised by the bidders, on the spot. Any issue related to the proceeding after the same have concluded, shall not be entertained verbally or in writing.
- d. The Purchasing Agency reserves the right to reject any one or all bids/proposals as per PPRA rules, 2004.

2.16. EVALUATION OF BIDS

- a. Only responsive bids will be considered for evaluation.
- b. The Procurement Committee of the Purchasing Agency will evaluate the submitted bids.
- c. In accordance with PPRA Rules to qualify for financial evaluation, the bidders must provide all mandatory requirements, complies with the technical specifications and other conditions of the tender document. For this purpose, the bidder's data will be compared with the tender document eligibility and technical requirements along with visits to bidder facilities/offices for physical inspection (if required).
- d. It will be examined in detail for any discrepancies/errors whether the documents comply with the conditions of the tender document. In case of error
- e. Any minor informality or non-conformity or irregularity in the documents, which does not constitute a material deviation, may be waived by Purchasing Agency, provided such waiver does not prejudice or affect the relative ranking of any other bidder.

3. MANDATORY REQUIREMENTS AND EVALUATION CRITERIA

a. MANDATORY REQUIREMENTS

All responsive Bids/Proposals submitted by bidders/firms fulfilling the following mandatory criteria will be eligible for Technical Evaluation. Those bidders/firms who fail to meet either of the following mandatory criteria shall be disqualified at this stage and their submitted proposals shall not be considered for technical evaluation.

S. No	Description	Criteria
1	Company/firm/general order supplier shall produce certificate of incorporation / registration with SECP showing that company/ firm/ general order supplier etc is in the business for at least last five (05) years	Mandatory
2	Company/firm/general order supplier etc shall produce FBR's Certificate of Income Tax and Sales Tax Registration or Active Tax Payer status	Mandatory
3	Bidder shall provide an undertaking on legal paper stating that "the bidder's company is not blacklisted by any Government/Semi-Government/Private entity in Pakistan for unsatisfactory past performance, corrupt, fraudulent or any other unethical business practices and also not involved in any kind of lawsuits either current or pending."	Mandatory
4	Bidder must have local representation. Details of office with Phone Numbers / Addresses / Emails.	Mandatory
5	Proof of satisfactorily completion of five (5) assignments of delivery/ supply of Laptops.	Mandatory

b. EVALUATION CRITERIA

Bids submitted by the bidders will be evaluated after acceptance of fulfillment of mandatory criteria as per following:

- a. Bidder will be checked on technical criteria, which will include compliance to specifications of goods & other conditions mentioned in the tender document.
- b. Bids who qualify as per mandatory criteria and specifications will be considered for financial comparison. Financial comparison will be done against the Lot bidders have submitted bids.

4. AWARD CRITERIA

The contract will be awarded to the bidder that is determined to be eligible as per the mandatory requirement, provides required equipment as per specifications and having lowest evaluated cost for the Lot it has submitted bid.

5. PROCESS TO BE CONFIDENTIAL

- a. No bidder shall contact the Purchasing Agency on any matter relating to its tendering process from the time of opening to the time of tendering announcement.
- b. Any effort by a bidder to influence the Purchasing Agency in the evaluation, comparison or selection decision may result in the rejection of its bid.

6. BID SECURITY/EARNEST MONEY

All bidders shall quote their rates along with Bid Security / Earnest Money PKR: 200,000/- for six months (6 months) starting from the date of Bid Opening in the form of a Pay Order / Demand Draft as per this Tender Document requirement / obligations.

7. FIRM'S RESPONSIBILITIES

- a. The successful bidder shall supply/install/deploy the Laptops – MacBooks or equivalent for the National Assembly Secretariat in accordance with the supply / work order at the National Assembly Secretariat Islamabad.
- b. The firm shall not subcontract the supply / work order.
- c. The firm shall fulfill the scope of work specified in the tender document
- d. The firm shall fulfill the requirements and comply with all instructions given in the tender document and its annexures.

8. PERFORMANCE GUARANTEE

- a. The selected bidder will have to furnish a performance guarantee @ 10% of total bid price valid for year within 28 days after the issuance of work order/award.
- b. If the successful bidder fails to submit the performance guarantee within the stipulated time, 01 week of additional time will be given to vendor (after providing valid reasons for delay & with approval of Purchasing Agency).
- c. If the successful bidder still fails to provide Performance Guarantee, its Work Order/Award will be cancelled & its Bid Security will be confiscated.

9. CONTRACT SIGNING

The successful bidder will be required to sign a contract for 01 year as mentioned in Annex-F within fourteen (14) working days after the submission of Performance Guarantee.

10. TIME FOR COMPLETION

- a. The bidder shall deliver / install, configure and operationalize the required Laptops - MacBooks or equivalent for the National Assembly Secretariat as per demand within **15 working days** from the date of issuance of supply / work order, and submit Bill along with all relevant documents.
- b. Late delivery / delay in Completion of Work:
If the successful bidder fails to supply / install the requisite system within the time for completion, the successful bidder's liability to the Purchasing Agency for such failure shall be to pay @ 0.5% per week subject to a maximum of 10% of the total bid value for which he fails to complete the works.

11. WARRANTY

- a. The Contractor warrants that the goods supplied and installed under the Tender are brand new, un-used, and incorporate all the latest improvements in design and materials unless provided otherwise in the Tender.
- b. The Contractor further warrants that all goods supplied under this Contract shall have no defect arising from design, material or workmanship or from any act or omission of the Contractor, that may develop under normal use to the supplied goods in the conditions prevailing in the country of final destination.

- c. Warranty must include all technical issues/ replacement/ services/ spare parts without incurring any additional cost.
- d. The Contractor shall be responsible to provide hardware support with parts.
- e. All faulty parts of the defective Laptops which are covered under warranty shall be replaced with brand new/genuine parts from OEM.

12. TERMS OF PAYMENT

- a. Relevant payment of the supply / work order shall only be payable to the firm upon successful delivery / sample inspection / installation / testing / commissioning of the System as per supply / work order duly supported by the final Acceptance Certificate(s) from Purchasing Agency.
- b. Sample Inspection of 10% of the delivered quantity will be carried out in the presence of a technical representative of the Contractor and one person designated by the purchasing agency.
- c. All the payment shall be made through a crossed cheque in the Pak Rupees
- d. Taxes will be deducted as per government rules at the time of payment.
- e. The Payments shall be done according to the following payment Schedule:

S #	Deliverables	% of Total Payment
1	Completion of Deployment, Installation, configuration and testing of Equipment	100%
Total		100%

13. DEFAULT BY THE FIRM/SUCCESSFUL BIDDER

- a. If the firm fails to supply / install the required system / refuses or fails to comply with a valid instruction of the Purchasing Agency, the Purchasing Agency may give notice and stating the DEFAULT.
- b. If the firm has not taken all practicable steps to remedy the default within 07 working days (gazetted holidays or circumstances under this tender documents are excluded) after receipt of Purchasing Agency notice, Purchasing Agency may cancel the order within next 07 x days (gazetted holidays or circumstances under this tender documents are excluded).
- c. If the firm, even thereafter, does not comply with the valid instructions of the Purchasing Agency, the performance security / earnest money will be confiscated, leading further towards Blacklisting of the Firm.

14. FORCE MAJEURE

- a. Force majeure shall mean any event, act or other circumstances not being an event, act or circumstance under the control of the Purchasing Agency or of the Firm i.e, Earthquake, Flood, or any other Severe Climatic circumstances. Non availability of

equipment or spares for the National Assembly Secretariat or any other event leads towards clear negligence of the Firm shall not constitute Force Majeure.

- b. If by reasons of Force Majeure, the required system cannot be delivered, installed / configured by the due delivery date, then the delivery date may be extended appropriately by the Purchasing Agency keeping in view all the circumstances and requirements.
- c. The firm shall not be liable for liquidated damages, forfeiture of its Performance Security, blacklisting for future tenders, termination for default, if and to the extent of his failure / delay in performance / discharge of obligations is the result of an event of Force Majeure.
- d. If a Force Majeure situation arises, the Firm shall, by written notice served on the Purchasing Agency, indicate such condition and the cause thereof. Unless otherwise directed by the Purchasing Agency in writing, the firm shall continue to perform under the supply / work order as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

15. CONTINUITY OF SERVICE

- a. The successful bidder shall ensure the continuity of services to all the specified users by the Purchasing Agency throughout the duration of contract.
- b. The successful bidder will provide effective guidance with respect to the maintenance / use of the Equipment for the National Assembly Secretariat, its allied modules as may reasonably be requested by the Purchasing Agency to relevant technical staff for the complete operation of the Equipment for the National Assembly Secretariat, and its related modules etc. at Purchasing Agency premises.
- c. The successful bidder firm will provide any support services necessary to ensure the Purchasing Agency's continued use of the Equipment for the National Assembly Secretariat.

16. CORRUPT AND FRAUDULENT PRACTICES

Corrupt and fraudulent practices" in respect of procurement process, shall be either one or any combination of the practices including:-

- a. "coercive practices" which means any impairing or harming or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party;
- b. "collusive practices" which means any arrangement between two or more parties to the procurement process designed to stifle open competition for any wrongful gain, and to establish prices at artificial, non-competitive levels;

- c. “corrupt practices” which means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain;
- d. “fraudulent practices” which means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation; and
- e. “obstructive practices” which means harming or threatening to harm, directly or indirectly, persons to influence their participation in a procurement process, or affect the execution of a contract;”

A. Blacklisting & Debarment:

Meaning of Blacklisted” means a bidder that is declared by the Authority untrustworthy after establishing the fact that the bidder was found involved in any corrupt and fraudulent practice or practices; or if the bidder is declared incapable by the Authority due to its established performance failure during the execution of the contract; or if the bidder deviates from its prior commitment or declaration made regarding the bid or proposal submitted by the bidder.”

B. Substantial Requirements & Procedure for Blacklisting & Debarment:

(1) The Purchasing agency shall devise a comprehensive mechanism for blacklisting and debarment of bidders for a specified time in accordance with regulations made by the Authority, and the bidder or the bidders shall be declared as-

- (a) blacklisted and henceforth cross debarred for participation in any public procurement or disposal proceedings for the period of not more than ten years, if corrupt and fraudulent practice as defined in these rules is established against the bidder or the bidders in pursuance of blacklisting proceedings;
- (b) blacklisted and henceforth cross debarred for participation in respective category of public procurement or disposal proceedings for a period of not more than three years, if the

bidder fails to perform his contractual obligations during the execution of contract or breaches the contract due to his capacity and capability to perform or otherwise. However, Purchasing agency shall initiate such blacklisting or debarment proceedings after exhausting the forum of arbitration, provided that such provision exists in the conditions of contract, and if such failure or breach is covered in the respective dispute settlement clauses of the contract, and

- (c) blacklisted and henceforth cross debarred for participation in respective category of public procurement or disposal proceedings for a period of not more than six months, if the bidder fails to abide with a bid securing declaration, however without being indulged in any corrupt and fraudulent practice.

(2) Such blacklisting or barring action shall be communicated by the Purchasing agency to the Authority and respective bidder or bidders in the form of decision containing the grounds for such action. The same shall be publicized by the Authority after examining the record whether the procedure defined in blacklisting and debarment mechanism has been adhered to by the Purchasing agency.

(3) The bidder may file the review petition before the Authority within thirty days of communication of such blacklisting or barring action after depositing the prescribed fee and in accordance with procedure issued by the Authority, and the Authority shall evaluate the case and decide within ninety days of filing of review petition. The decision of the Authority shall be considered as final.

(4) A bidder who has been declared blacklisted or debarred by a foreign country, international organization or other foreign institutions shall be treated as blacklisted and debarred from participating in any public procurement proceedings

or entering into any public contract for such period as declared by that foreign country, international organizations or other foreign institutions:

Provided that in the case of public sector entities, the Board shall have the power to review and examine the case on the basis of evaluations made by the Authority, and decide the case accordingly.

(5) Notwithstanding anything contained in this rule, the blacklisted or debarred bidder shall be bound to perform its contractual obligations in such on-going public contract or contracts in which such bidder is already engaged. This shall however be at the option of the respective Purchasing agency.

17. General Definitions

	<p>Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:</p> <ul style="list-style-type: none"> (a) “Applicable Law” means the laws and any other instruments having the force of law in Pakistan, as they may be issued and in force from time to time, (b) “Purchasing Agency” means National Assembly Secretariat, Pakistan. (c) “Purchasing Agency’s Personnel” refers to the staff, labor and other employees (if any) of the Purchasing Agency engaged in fulfilling the Purchasing Agency’s obligations under the Contract; and any other personnel identified as Purchasing Agency’s Personnel, by a notice from the Purchasing Agency to the Consultant. (d) “Contract” means an agreement enforceable by law; (e) “Contractor” means a person, firm, company or an organization who undertake to supply goods, services or works; (f) “Contractor’s Personnel” means personnel whom the Contractor utilizes in the execution of its contract, including the staff, labor and other employees of the Contractor and each subcontractor; and any other personnel assisting the Contractor in the execution of the contract. (g) “Day” means calendar day unless indicated otherwise. (h) “Effective Date” means the date on which this Contract comes into force and effect pursuant to signed contract. (i) “Government” means the Government Secretariat. (j) “Local Currency” means the currency PKR. (k) “Party” means the Purchasing Agency or the Contractor, as the case may be, and “Parties” means both of them. (l) “Services” means any object of procurement other than goods or works; the work to be performed by the Contractor pursuant to this Contract, as
--	---

	<p>described in Annex- A hereto.</p> <p>(m) “Site” (if applicable) means the land and other places where Works are to be executed or facilities to be installed, and such other land or places as may be specified in the Contractor’s Contract as forming part of the Site.</p> <p>(n) “Third Party” means any person or entity other than the Government, the Purchasing Agency, the Contractor.</p>
--	--

18. ANNEX-A**Scope of Work and Technical Details of the Laptops – MacBooks or Equivalent for the National Assembly Secretariat****A) PURCHASE OF LAPTOPS FOR NATIONAL ASSEMBLY SECRETARIAT**

The National Assembly Secretariat is one of the most important legislative bodies in the country. It has work coming in on a rolling basis and because of its dealing mostly with other Government Bodies, Donor Agencies and international stakeholders there is an expectation of efficiency and swiftness in their way of work. However, due to outdated laptops, PCs and other machinery unnecessary bottlenecks are created hence there are delays in day to day tasks.

B) OBJECTIVES OF THE ASSIGNMENT

To improve strength and productivity of the staff by improving Laptops at the National Assembly Secretariat, thus complementing the IT infrastructure of the National Assembly.

C) SCOPE OF WORK

The National Assembly Secretariat intends to procure hardware equipment at Parliament House building, Islamabad. Proposals are required for Supply, Installation, Testing and Commissioning of the Laptops.

- 1) One Time Charges-(Quantities in each Lot can be increased or decreased).

S.No	Item Description	Qty
1	Laptops (MacBook Air M2 or equivalent)	15
2	USB-C Digital AV Multiport Adapter	15

D) REQUIRED HARDWARE SPECIFICATIONS:**Item # 1: Laptop: MacBook Air M2 or equivalent with Bags**

Items	Technical Specification	Qty.
Type	MacBook Air M-2 or equivalent	15
Color	Starlight (08 Nos) & Silver (07 Nos)	
Processor/Chip	Apple M2 chip with 8-core CPU, 10-core GPU, 16-core Neural Engine or equivalent	
Operating System	MacOS (latest version)	
Size	13.6"	
Storage	1 TB SSD	
Memory	16 GB unified memory or equivalent	
Display	13.6-inch Liquid Retina display with True Tone, 500 nits brightness	
Connectivity	802.11ax Wi-Fi 6 wireless networking IEEE 802.11a/b/g/n/ac compatible Bluetooth 5.0 wireless technology	
Keyboard & Touchpad	Backlit Magic Keyboard with touch ID-US W=English Touch ID	
Adapter	67W USB-C Power Adapter	
Carrying Case	Branded Original Soft carrying case of the same brand	
Warranty	01 year parts and services/labor warranty	

Note:

- One (01) Year Parts and Labor warranty for all components on site
- Laptops and their all associated parts, installation material and cables and other accessories, whatsoever, shall be brand new in all respects.
- The repair of any part shall not be accepted, under warranty. Same shall be replaced with brand new original /genuine part, if required.

Item # 2: USB-C Digital AV Multiport Adapter

Items	Technical Specification	Qty.
Type	USB-C Digital AV Multiport Adapter	15

ANNEX-B

FORM OF FINANCIAL BID

According to the Clause 30, sub-clause (2) of PPRA Rules, 2004, the following shall be observed while submitting the financial bids:

“For the purposes of comparison of bids quoted in different currencies, the price shall be converted into a single currency specified in the bidding documents. The rate of exchange shall be the selling rate, prevailing on the date of opening of bids specified in the bidding documents, as notified by the State Bank Secretariat on that day.”

1. Hardware including Installation:

S.No	Item Description	Units	Qty	Unit Price	Total Amount without Tax	Admissible Tax as per law	Total Amount with Tax
1	Laptops: MacBook Air M2 or equivalent with Bags	NOS	15				
2	USB-C Digital AV Multiport Adapter	NOS	15				
	Total (A) in Figures/Numbers						

2. Bid Total (B)

Bidders/Firms shall fill the following

1	Total (A) in Figures/Numbers	
2	Total (A) Without Tax in Words	
3	Total (A) Tax in Words	
4	Total (A) with Tax in Words	

Total (A) shall be used for financial bid evaluation.

Must be filled by the Bidder and every page shall be signed by authorized person along with the company/firm seal / stamp:

Name of Authorized Person: _____

Designation: _____

Contact Numbers: (Landline: _____, Mobile : _____)

CNIC # _____

Address: _____

THE BIDDERS AGREE THAT ANY INFORMATION SUBMITTED BY THE BIDDERS SHALL BE FINAL AND THAT THE BIDDERS SHALL BE RESPONSIBLE FOR ANY ERRORS AND OMISSIONS ANYWHERE IN THE PROPOSAL AND SHALL HAVE NO RIGHT FOR SUBSEQUENT CORRECTION/JUSTIFICATION.

SIGNATURES _____

STAMP / SEAL _____

ANNEX-C

COMPLIANCE CERTIFICATE

1. **General or special Conditions:** The Bidders certify that the following have been submitted in their proposal in response to the tender:
 - 1.1. Valid Company Registration Certificate with SECP or Registrar of Firms etc., having in the business for last 05 years.
 - 1.2. Copy of Income Tax / Sales Tax Registration.
 - 1.3. Office details at Islamabad / Rawalpindi and other cities (if applicable) with Phone Numbers / Addresses /emails.
 - 1.4. Affidavit on Judicial / Stamp Paper of Rs. 100/- or above duly attested by Notary Public that the firm is not black listed by any government / semi government / Private Sector Organization as per Specimen at Annex-D.
 - 1.5. Affidavit on Judicial / Stamp Paper of Rs. 100/- or above, duly attested by Notary Public that in case of firm's non-performance / non-compliance to the contract, it may result in immediate termination of supply / work order/ contract leading to forfeiture of earnest money / performance security and blacklisting of firms as per Specimen at Annex-E.
 - 1.6. Affidavit on Judicial / Stamp Paper of Rs. 100/- or above, duly attested by Notary Public that the company/firm history with the concerned regulatory authority/ (ies) should be clean during the last three (03) years and none of the licenses ever been canceled / terminated/withdrawn by the authority/(ies).
2. The firms/bidders declare that they will be bound to make delivery/supply and install the item(s) as per specification at the National Assembly Secretariat mentioned at Annex-A.
3. The Firms/Bidders declare that they shall NOT supply reconditioned/sub-standard/used item(s).
4. Bidder will ensure that Laptops, their all associated parts, installation material, cables and other accessories, whatsoever, shall be brand new in all aspects.
5. Bidder will ensure that the repair of any part shall not be accepted under warranty. Same shall be replaced with brand new original /genuine part, if required.
6. Mode of the payment based on credit and taxes will be applicable as per Government Policy amended to time and again. The firm should clearly show whether GST is included or excluded in the offered rates.
7. The firm will be bound to supply, deliver and install the item(s) within specified time.
8. The National Assembly Secretariat reserves the right to accept or reject any or all bids as per PPRA rules.

Terms and conditions must be signed and attached with the Tender document if agreed upon.

Name of Firm/ Workshop: **M/S**.....

Name of Owner.....

Mailing Address with Phone

Signature / Seal of the bidder.....

ANNEX-D

(Must be Printed on Rs. 100/- or Above Stamp Paper)
NON-BLACKLISTING DECLARATION

CERTIFIED THAT M/s _____ HAS NOT BEEN
BLACK-LISTED BY ANY GOVERNMENT/SEMI-GOVERNMENT OR PRIVATE
SECTOR ORGANIZATION IN PAKISTAN.

M/s _____,

Contact Person: _____

Address: _____

Tel #: _____ Mobile #: _____

Fax #: _____ Email : _____

Signature : _____ Dated : _____

BIDDER'S SEAL

ATTESTED BY NOTARY PUBLIC

ANNEX-E

(Must be Printed on Rs. 100/- or Above Stamp Paper)

UNDERTAKING / CERTIFICATE

WE HEREBY UNDERTAKE THAT THE FIRM WILL SUPPLY / INSTALL AND MAINTAIN BRAND NEW/ ORIGINAL EQUIPMENT AS PART OF THE LAPTOPS FOR THE NATIONAL ASSEMBLY SECRETARIAT. IF THE PROCUREMENT OF LAPTOPS FOR THE NATIONAL ASSEMBLY SECRETARIAT DO NOT FULFILL THE REQUIREMENTS LAID DOWN IN THE TENDER DOCUMENT AT ANY STAGE AFTER THE AWARD, THE SUPPLY / WORK ORDER OF THE FIRM WILL BE IMMEDIATELY TERMINATED WITHOUT ASSIGNING ANY REASON AND WILL NOT MAKE ANY REFUND / PAYMENT. FURTHER, THE PERFORMANCE / BID SECURITY GIVEN BY THE FIRM WILL ALSO BE CONFISCATED AND THE FIRM WILL BE DECLARED BLACK LISTED.

M/s _____

Authorized Person: _____

Address: _____

Tel #: _____ Mobile #: _____

Fax #: _____ Email : _____

Signature: _____ Dated : _____

BIDDER'S SEAL

ATTESTED BY NOTARY PUBLIC

ANNEX-F

**FORM OF CONTRACT FOR PROCUREMENT OF LAPTOPS FOR
NATIONAL ASSEMBLY SECRETARIAT**

1. This Contract Agreement is made at Islamabad on the day of of the year Two Thousand and Twenty Three (2023),a company registered under the Companies Ordinance 1984, with its Head Office....., hereinafter referred to as the “.....” (the first party) which term shall mean and include its Heirs, Agents, Executors, Successors and Assigns

AND

THE NATIONAL ASSEMBLY SECRETARIAT located at, Islamabad through its Representative, hereinafter referred to as the Purchasing Agency (the second party).

2. And whereas during the contract period M/s.....will provide services to the Purchasing Agency; by providing technical support to the Purchasing Agency at their own expenditure / risk.
3. NOW IT IS HEREBY AGREED AS FOLLOWS
 - a. That services provided by M/s.....to the Purchasing Agency according to this contract agreement, must be rendered at the said premises, as per clauses mutually agreed by both the parties **Annex-A**.
 - b. This agreement shall take effect on and from and shall remain in force for a period of i.e.,2023 to2024
 - c. M/S..... shall be responsible for responding to the queries on the request of the Purchasing Agency during the duration of the contract and carry out customization as may be required.
 - d. M/S..... shall be responsible for any delay in provision of the *PROCUREMENT OF LAPTOPS FOR THE NATIONAL ASSEMBLY SECRETARIAT* and as such be liable for penalties laid down in the contract document and reproduced as follows: “If the successful bidder fails to supply / install the requisite system within the time for completion, the successful bidder's liability to the Purchasing Agency for such failure shall

be to pay @ 0.5% per week subject to a maximum of 10% of the total bid value for which he fails to complete the works. ”.

e. Technical staff of M/s. are bound to visit the National Assembly Secretariat once in a month or as and when required (on call basis) to ensure efficient working of the *LAPTOPS FOR THE NATIONAL ASSEMBLY SECRETARIAT* at their own expense.

f. Both the parties agreed to do each and everything that is necessary to ensure that the terms of this agreement stands implemented.

4. In witness whereof the parties have here as under put their hands and signature under their seal in token of their having accepted the terms and conditions of this contract and executed the same in presence of the following witnesses.

Signed By

<p>(.....)</p> <p>Deputy Secretary (Admin) National Assembly Secretariat, Islamabad</p>	<p>(.....)</p> <p>M/s..... CNIC #</p>
WITNESSES	
<p>1. (.....) CNIC # National Assembly Secretariat, Islamabad</p>	<p>1. (.....) CNIC#..... M/s.....</p>
<p>2. (.....) CNIC # National Assembly Secretariat, Islamabad</p>	<p>2. (.....) CNIC#..... M/s.....</p>