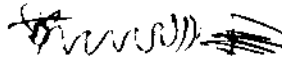


TENDER NOTICE

PROCUREMENT OF IT EQUIPMENT/MACHINERY FOR THE NATIONAL ASSEMBLY SECRETARIAT

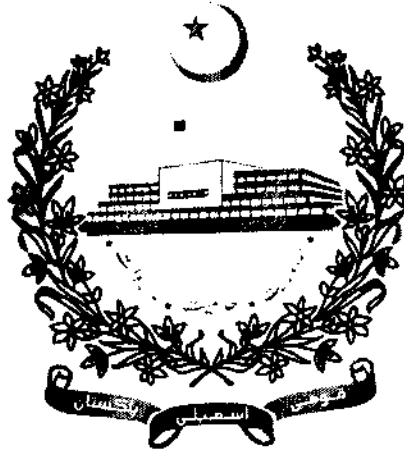
1. The National Assembly Secretariat intends to procure IT EQUIPMENT/MACHINERY for the National Assembly Secretariat.
2. Proposals are invited from reputable Firms:
 - a. having valid incorporation certificate with SECP/Registrar of Firms,
 - b. registered with Income Tax and Sales Tax Departments and
 - c. who are on the Active Taxpayers list of the Federal Board of Revenue.
3. Tender documents can be downloaded from the National Assembly Secretariat website (www.na.gov.pk) and PPRA's website (www.ppra.gov.pk) free of cost or the hard copy is available at the office of National Assembly Secretariat Islamabad during working hours and working days on written request of firm's letterhead.
4. Pre-bid Conference will be held on **15th April' 2022 at 1200 hours** at the National Assembly Islamabad. Due to COVID-19, only one authorized representative will attend the pre-proposal meeting as well as proposal opening event.
5. Procurement will be carried out by adopting the "Single Stage Two Envelopes " procedure. The bid shall comprise a single package containing two separate envelopes. Each envelope shall contain separately the financial proposal and the technical proposal. The envelopes shall be marked as "FINANCIAL PROPOSAL" and "TECHNICAL PROPOSAL" in bold and legible letters to avoid confusion. The Proposal complete in all respects, in accordance with the instructions provided in the Tender document, in sealed envelopes should reach on or before **25th April, 2022 at 1100 hours** in National Assembly, Islamabad and be clearly marked "*Procurement of IT Equipment and Machinery for the National Assembly Secretariat*"
6. Bidders are required to submit their proposals strictly in accordance to Instructions to Bidders in the Tender Document.
7. Proposals must be prepared in hard book binding form to deny the possibility of addition or removal of page(s).
8. The technical proposals shall be opened on the same day at **1130 hours**, whereas the financial proposals of the technically qualified bidders shall be opened after finalization of technical evaluation. Other details are provided in the Tender Document.
9. All the applicable Federal, Provincial & Local taxes and duties etc must be considered while preparing the financial proposals. All these taxes are required to be built-in in the quoted rates and GST to be mentioned separately.
10. Bidders who provide unsubstantiated and/or incorrect information are liable to legal action and/ or disqualification as per PPRA rules and regulations.
11. The National Assembly Secretariat reserves the right to reject all the proposals as per PPRA Rules.



Deputy Secretary (Admin)
National Assembly Secretariat,
Constitution Ave, Islamabad,
Phone: 051-9207770

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

Document # _____



(TENDER DOCUMENT)

FOR

PROCUREMENT OF IT EQUIPMENT/MACHINERY FOR THE NATIONAL
ASSEMBLY Secretariat

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

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1. INVITATION TO THE BIDDERS

- 1.1. National Assembly Secretariat, hereafter referred to as “Procuring Agency” , desires to seek bids from well-reputed, experienced firms to provide IT Equipment/Machinery for the National Assembly Secretariat as specified in the Annex-A.
- 1.2. Bidding shall be conducted under Rule 36 (b) of PPRA Rules 2004 “Single stage – two envelope procedure” The bid shall comprise a single package containing two separate envelopes. Each envelope shall contain separately the financial proposal and the technical proposal. The envelopes shall be marked as “FINANCIAL PROPOSAL” and “TECHNICAL 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. Subscription, Post installation maintenance agreement till end of June 2023, will be signed with the successful bidder. Specimen Contract Agreement attached at Annex-F
- 1.5. Queries related to the tender document shall be directed to the undersigned at least (05) working days ahead of the closing date.

Deputy Secretary (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 Procurement of *IT Equipment/Machinery 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 allocated budget.

2.3. Eligible Bidders

The bids, which meet the following minimum requisite/mandatory criteria, shall be declared eligible for further evaluation as per TECHNICAL EVALUATION CRITERIA (clause 4 of the Tender document) and 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. Application letter of Intent for participation in the tendering process.
2. Valid Company Registration Certificate with SECP or Registrar of Firms etc.,
3. Copy of Income Tax / Sales Tax Registration.
4. References of Clients/PO/Work orders from clients as a proof that the Bidder has at least 5 references with point of contact where the Bidder delivered the IT Equipment and Machinery
5. Audited Profit & Loss (Income Statement) showing Sale volume of company of at least Rs. 20 million in the last 2 years.
6. Audit reports showing that the bidder should have positive net profit after tax for the last three years.
7. Beneficial Owners' Details/SECP Registration or valid document showing that the bidder has majority shareholding and management by Pakistani Nationals.
8. Office details at Islamabad / Rawalpindi, and other cities (if applicable) with Phone Numbers / Addresses
9. 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.
10. 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 IT Equipment/Machinery 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.

11. 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 Procuring 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 Procuring Agency or an Officer authorized on its behalf in writing. The Procuring 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 Procuring 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 Procuring 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 Procuring 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) 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, duties, freight etc.
- E. The rates / prices shall be entered against each item in the 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 bid price should include all the government taxes, as per prevailing taxation rates of provincial/federal governments etc.
- G. The price/bid offer shall be valid till 180 days from the date of opening.
- H. 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 equivalent to PKR 325,000 in the form of a Bank/Demand Draft, Pay Order in favor of the National Assembly Secretariat, Islamabad.
- B. Any bid not accompanied by an acceptable bid security shall stand liable to be rejected by the Procuring 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 furnishes the required 10% Performance guarantee and upon supply/installation of required system.
- F. The bid security/earnest money may be forfeited/confiscated:
 - a. If a bidder withdraws his bid during the period of bid validity.
 - b. If the bid has overwriting, errors or mistakes in the bid price.
 - c. In the case of a successful bidder, if he fails to furnish the required performance security or fails to supply/install/test/successful operation of the required *IT Equipment/Machinery for the National Assembly Secretariat* as per technical specifications.
 - d. If the bidder fails to meet the requirements in the scope of work and Annex-A of the Tender document
 - e. 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 180 x days from the date of opening of bids/financial proposals.

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:
- a. 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.
 - b. 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. The bid is valid till the required period.
- C. The bid prices are firm during its validity and inclusive of all taxes, duties etc.
- D. Compliance to all important terms and conditions of this tender document on specified formats.
- E. The bidder is eligible for tendering and possesses the requisite experience.
- F. The bid does not deviate from the technical requirements.
- G. The bidder submitted all mandatory/requisite documents as mentioned in the tender document.
- H. The bid is generally in order etc.

2.13. DEADLINE FOR SUBMISSION OF BID DOCUMENTS

The bids shall be delivered in person or sent by Registered mail / Courier service, which should reach the office of the Deputy Secretary (Admin), National Assembly Secretariat, Islamabad, on or before 11:00 am on the 25th of April, 2022 or as specified in the advertisement / web sites of PPRA / Procuring Agency.

Bidding shall be conducted under Rule 36 (b) of PPRA Rules 2004 "Single stage – two envelope procedure" The bid shall comprise a single package containing two separate envelopes. Each envelope shall contain separately the financial proposal and the technical proposal. The envelopes shall be marked as "FINANCIAL PROPOSAL" and "TECHNICAL PROPOSAL" in bold and legible letters to avoid confusion.

Bids should be submitted in sealed envelopes containing necessary information regarding tender notice and warning message "DO NOT OPEN BEFORE 1130 hours on 25th of April, 2022".

Opened, e-mailed or faxed bids will not be accepted.

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

2.14. OPENING OF BID

- A. The Procuring Agency's relevant committee will open all bids at 1130 hrs, on the 25th of April, 2022 in the presence of bidder's representatives who choose to be present at the National Assembly Secretariat.
- B. 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.
- C. The Procuring Agency reserves the right to reject any one or all bids/proposals as per PPRA rules.

3. EVALUATION OF BIDS

- A. A bid determined as non-responsive will be rejected and will not subsequently be made responsive by the bidder by correction of the non-conformity.
- B. The Procurement Committee of the Procuring Agency will evaluate the submitted bids.
- C. The Submitted bids and proposals will be examined in detail whether the bidder complies with the technical specifications as provided in this tender document and meets the requirements. For this purpose, the bidder's data will be compared with the tender document eligibility and evaluation criteria along with visits to bidder facilities/offices for physical inspection.
- D. It will be examined in detail whether the documents comply with the conditions of the tender document. It is expected that no major deviation/stipulation shall be taken by the bidder.
- E. Any minor informality or non-conformity or irregularity in the documents, which does not constitute a material deviation, may be waived by Procuring Agency, provided such waiver does not prejudice or affect the relative ranking of any other bidder.

F. Evaluation of Technical Proposals:

The Procurement committee of the Procuring Agency shall evaluate the Technical Proposals on the basis of their responsiveness to the technical evaluation criteria and points system specified in the Clause 4 of this tender document. Each responsive Proposal will be given a technical score as per the evaluation criteria specified. A Proposal shall be rejected at this stage if it fails to achieve the minimum qualifying technical score of Seventy percent (70%).

G. Evaluation of Financial Proposals:

In accordance with PPRA Rules to qualify for financial evaluation, the bidders must secure 70% points in Technical Evaluation.

A qualified bidder after scoring 70% points in the Technical Evaluation and who offers the lowest financial bid will be qualified for award of the contract.

According to the Clause 30, sub-clause (2) of PPRA Rules, 2004, the following shall be observed while evaluating 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.”

H. Award of Contract:

- a. The contract will be awarded to the most advantageous bidder in pursuance of Clause 2 (h) (i) & (ii) of PPRA Rules 2004(as amended 2020) provided that; such

bidders have been determined to be eligible as per the mandatory requirement and score 70% or higher in the technical evaluation and provide lowest financial cost.

- b. The selected bidder will have to furnish a performance security @ 10% of total bid price valid for the period (i.e, 36 x months).
- c. The Procuring 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 Procuring Agency's action.

4. MANDATORY REQUIREMENTS AND TECHNICAL 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	Bidder's company/firm/proprietorship may produce certificate of incorporation/registration with SECP or Valid sole proprietorship deed or FBR's Certificate of Registration of company or Active Tax Payer status etc, showing that company/firm/sole proprietor is in the business for at least last five (05) years	Mandatory
2	Bidder should provide an undertaking on legal paper stating that "the bidder's company is not blacklisted by any Government 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
3	Bidder should have its own dedicated technical workforce for maintenance of machines under an SLA.	Mandatory
4	Bidder must have an annual turnover of 20 million in the last 2 year audit report.	Mandatory
5	Goods must be technically compliant from the principal and no local alteration is allowed.	Mandatory
6	Bidder must provide a certificate stating that they are TIER 1 or TIER 2 partner with OEM.	Mandatory
7	Bidder must provide Manufacturer's Authorization Letter. (MAL)	Mandatory

B. Technical Evaluation Criteria

All responsive and eligible Bids/Proposals submitted by bidders/firms fulfilling all the mandatory criteria laid down in the tender document shall be considered for Technical Evaluation. The Technical Evaluation of responsive and eligible bids/proposals shall be carried out using the following criteria:

S. No.	Item	Score	Criteria	Proof	Response of Bidder	
					YES	NO
1	Bidder's 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).	30	Full Score if available. Zero score otherwise	Affidavit on stamp paper required.		
2	Bidder to submit at least 5 references with point of contact where the Bidder delivered the IT Equipment/Machinery solution	40	Full Score if available. Zero score otherwise	References of Clients/PO/ Work orders		
3	Bidder should provide audited Profit & Loss (Income Statement) showing Sale volume of company of at least Rs. 20 million in last 2 years.	30	Full Score if available. Zero score otherwise	Attested Profit and Loss (Income Statement)		
4	Bidder's company should have positive net profit after tax for the last five years	30	Full Score if available. Zero score otherwise	Audit Reports		
5	Bidders must have majority shareholding and management by Pakistani Nationals.	30	Full Score if available. Zero score otherwise	Beneficial Owners' Details/SECP Registration or NTN or GST		
6	Bidder shall submit bank account maintenance letter from respective bank showing satisfactory track record	30	Full Score if available. Zero score otherwise	Bank Maintenance Letter		
7	Proposal provides 24x7x365 helpdesk and TAC support available with the operator/bidder	40	Full Score if available. Zero score otherwise	(Affidavit on stamp paper required)		
TOTAL		230				

TOTAL TECHNICAL SCORE= 230

MINIMUM SCORE FOR TECHNICAL QUALIFICATION is 70% of the TOTAL TECHNICAL SCORE

MINIMUM SCORE FOR TECHNICAL QUALIFICATION=70% of 230=161

Notes :

- A. Bidder's response to an evaluation with YES, represented with 'Y' will receive full specified score against an evaluation point as specified in the evaluation criteria table above
- B. Bidder's response to an evaluation with NO, represented with 'N' will receive ZERO score against an evaluation point as specified in the evaluation criteria table above
- C. Minimum passing marks for technical qualification is 70% besides compliance of all mandatory clauses.

5. PROCESS TO BE CONFIDENTIAL

- A. No bidder shall contact the Procuring 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 Procuring Agency in the evaluation, comparison or selection decision may result in the rejection of its bid.

6. AWARD CRITERIA PROCURING AGENCY'S RIGHT

- A. The contract will be awarded to the most advantageous bidder in pursuance of Clause 2 (h) (i) & (ii) of PPRA Rules 2004(as amended 2020) provided that:
- B. such bidders have been determined to be technically qualified to satisfactorily perform the contract. The selected bidder will have to furnish a performance security @ 10% of total bid price valid for the warranty period (i.e, 12 x months).
- C. The Procuring 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 Procuring Agency's action.

7. REQUIREMENT / FORMAT OF BID

All bidders shall quote their rates along with PKR 325,000 Bid Security / Earnest Money 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.

8. FIRM'S RESPONSIBILITIES

- A. The successful bidder shall supply/install/deploy the *IT Equipment/Machinery 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.

9. TIME FOR COMPLETION

- A. The bidder shall deliver / install, configure and operationalise the required *IT Equipment/Machinery for the National Assembly Secretariat* as per demand within 20 working days time 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 Procuring 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.

10. SUPPORT/ REPLACEMENT WARRANTY

- A. The successful bidder shall be required to provide one year warranty for all technical issues/replacement/spare parts for the *IT Equipment/Machinery for the National Assembly Secretariat* without incurring any additional cost.
- B. The Successful bidder shall enter into an SLA with the procuring agency for 3 years for the maintenance of the *IT Equipment/Machinery for the National Assembly Secretariat*. The cost of which will be negotiated after the award of this contract.

11. TERMS OF PAYMENT

- A. Relevant payment of the supply / work order shall only be payable to the firm upon successful delivery / installation / testing / commissioning of the System as per supply / work order duly supported by the final Acceptance Certificate(s) from Procuring Agency.
- B. All the payment shall be made through a crossed cheque in the Pak Rupees
- C. Taxes will be deducted as per government rules at the time of payment
- D. The Payments shall be done according to the following payment Schedule:

Payment No	Deliverables	Percentage of Total Payment
1	Completion of Deployment of Hardware	70%
2	Completion of Installation, configuration and testing of Hardware	20%

3	Completion Report	10%
Total		100%

12. 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 Procuring Agency, the Procuring 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 Procuring Agency notice, Procuring 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 Procuring Agency, the performance security / earnest money will be confiscated, leading further towards Blacklisting of the Firm.

13. 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 Procuring Agency or of the Firm i.e, Earthquake, Flood, or any other Severe Climatic circumstances. Non availability of IT Equipment/Machinery 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 Procuring 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 Procuring Agency, indicate such condition and the cause thereof. Unless otherwise directed by the Procuring 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.

14. WARRANTY/CONTINUITY OF SERVICE

- A. The successful bidder shall ensure the continuity of services to all the specified users by the Procuring Agency throughout the duration of contract.

15. MAINTENANCE

- A. The successful bidder will provide effective guidance with respect to the maintenance use of the *IT Equipment/Machinery for the National Assembly Secretariat*, its allied modules as may reasonably be requested by the Procuring Agency to relevant technical staff for the complete operation of the *IT Equipment/Machinery for the National Assembly Secretariat*, and its related modules etc. at Procuring Agency premises.
- B. The successful bidder firm will provide any support services necessary to ensure the Procuring Agency's continued use of the *IT Equipment/Machinery 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,-

- I. “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;
- II. “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;
- III. “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;
- IV. “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
- V. “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 procuring 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, procuring 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 procuring 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 procuring 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 procuring agency.

17. General Conditions of Contract

A. General Provisions

1. Definitions

1.1 Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- (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) **“Procuring Agency”** means National Assembly Secretariat, Pakistan.
- (c) **“Procuring Agency's Personnel”** refers to the staff, labor and other employees (if any) of the Procuring Agency engaged in fulfilling the Procuring Agency's obligations under the Contract; and any other personnel identified as

Procuring Agency's Personnel, by a notice from the Procuring Agency to the Consultant.

- (d) **"Consultant"** means a consulting firm as the case may be;
- (e) **"Contract"** means an agreement enforceable by law;
- (f) **"Contractor"** means a person, consultant, firm, company or an organization who undertake to supply goods, services or works;
- (g) **"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 to be supervised by the Consultant (if applicable).
- (h) **"Day"** means calendar day unless indicated otherwise.
- (i) **"Effective Date"** means the date on which this Contract comes into force and effect pursuant to signed contract.
- (j) **"Foreign Currency"** means any currency other than the Pakistani Rupees.
- (k) **"GCC"** means these General Conditions of Contract.
- (l) **"Government"** means the Government Secretariat.
- (m) **"Local Currency"** means the currency Secretariat
- (n) **"Non-Key Expert(s)"** means an individual professional provided by the Consultant or its Sub-consultant to perform the Services or any part thereof under the Contract.
- (o) **"Party"** means the Procuring Agency or the Consultant, as the case may be, and "Parties" means both of them.
- (p) **"SCC"** means the Special Conditions of Contract by which the GCC may be amended or supplemented but not over-written.
- (q) **"Services"** means any object of procurement other than goods or works; the work to be performed by the Consultant pursuant to this Contract, as described in Annex- A hereto.
- (r) **"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.
- (s) **"Sub-consultants"** means an entity to whom/which the Consultant subcontracts any part of the Services while remaining solely liable for the execution of the Contract.

(t) **“Third Party”** means any person or entity other than the Government, the Procuring Agency, the Consultant or a Sub-consultant.

2. **Relationship between the Parties** 2.1. Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the Procuring Agency and the Consultant. The Consultant, subject to this Contract, has complete charge of the Experts and Sub-consultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.
3. **Law Governing Contract** 3.1. The contract shall be governed and interpreted in accordance with the laws Secretariat, unless otherwise specified in SCC.
4. **Language** 4.1. The Contract as well as all correspondence and documents relating to the Contract exchanged between the Consultant and the Procuring Agency, shall be written in the English language unless otherwise stated in the SCC. Supporting documents and printed literature that are part of the Contract may be in another language provided these are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Contract, this translation shall govern.
5. **Headings** The Consultant shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.
5.1. Reports to be submitted by the Consultants as part of the assignment shall be in the English language.
6. **Communications** 6.1. Communications between Parties (notice, request or consent required or permitted to be given or made by one party to the other) pursuant to the Contract shall be in writing or in electronic forms that provide record of the content of the communication to the address specified in the SCC..
6.2. A notice, request or consent shall be effective when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SCC.
7. **Location/Site** 7.1. The Services shall be performed at such locations as are specified in **Annex- A** hereto and, where the location of a particular task is not so specified, at such locations, whether in the

Government's country or elsewhere, as the Procuring Agency may approve.

8. **Authority of Member in Charge** 8.1. In case the Consultant is a Joint Venture, the members hereby authorize the member specified in the SCC to act on their behalf in exercising all the Consultant's rights and obligations towards the Procuring Agency under this Contract, including without limitation the receiving of instructions and payments from the Procuring Agency.
9. **Authorized Representatives** 9.1. Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Procuring Agency or the Consultant may be taken or executed by the officials specified in the SCC.
10. **Fraud and Corruption**
- 10.1 Public Procurement Regulatory Authority requires that Procuring Agencies (including beneficiaries of Government funded projects) as well as Applicants/Bidders/Suppliers/Contractors under Government financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts.
- 10.2 The Consultant/Applicant/ Bidders shall permit and shall cause their agents (whether declared or not), sub-contractors, sub-consultants, Bidders, suppliers, and their personnel, to permit the Procuring Agency to inspect all accounts, records and other documents relating to any, Bid submission, Primary Procurement process, Framework Agreement performance, Secondary Procurement process, and/or Call-off Contract performance (in the case of award of a Call-off Contract), and to have them audited by auditors appointed by the Procuring Agency.
- 10.3 Any communications between the Bidder and the Procuring Agency related to matters of alleged corrupt and fraudulent practices must be made in writing or in electronic forms that provide record of the content of communication.
- 10.4 Procuring Agency will reject proposal, if it is established that the Bidder was engaged in corrupt and fraudulent practices in competing for the contract.
- 10.5 Procuring Agency will also declare the bidder/Firm as blacklisted in accordance with the regulatory provisions PP Rule 19 and predefined standard mechanism.
- a. **Commissions and Fees** The Procuring Agency requires the Consultant to disclose any commissions, gratuities or fees that may have been paid or are to be

paid to agents or any other party with respect to the selection process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee. Failure to disclose such commissions, gratuities or fees may result in termination of the Contract.

B. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT -

- 1. Effectiveness of Contract** This Contract shall come into force and effect on the date (the "Effective Date") of the Procuring Agency's notice to the Consultant instructing the Consultant to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the SCC have been met.
- 2. Termination of Contract for Failure to Become Effective** If this Contract has not become effective within such time period after the date of Contract signature as specified in the SCC, either Party may, by not less than twenty two (22) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.
- 3. Commencement of Services** The Consultant shall confirm availability of Key Experts and begin carrying out the Services not later than the number of days after the Effective Date specified in the SCC.
- 4. Expiration of Contract** Unless terminated earlier pursuant to Clause GCC 19 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SCC.
- 5. Entire Agreement** This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.
- 6. Modifications or Variations** Any modification or variation of the terms and conditions of this Contract, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.

In cases of any modifications or variations, the prior written consent of the Procuring agency is required.

7. Force Majeure

a. Definition

7.1 For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action confiscation or any other action by Government agencies.

7.2 Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Experts, Sub-consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.

7.3 Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

b. No Breach of Contract

7.4 The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

c. Measures to be Taken

7.5 A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

7.6 A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) calendar days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

7.7 Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

7.8 During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the Procuring Agency, shall either:

- (a) demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Procuring Agency, in reactivating the Services; or
- (b) continue with the Services to the extent reasonably possible, in which case the Consultant shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.

7.9 In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clauses GCC 45 & 46.

8. Suspension

The Procuring Agency may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the