

Notice Inviting Tender

Procurement of High Processing Laptop & Mobile Phone for Export

Import (EXIM) Bank of Pakistan Limited

Tender ID: EXIM/IT/High Processing laptop & Mobile/2022/09

1. EXIM Bank of Pakistan Limited has been established by the Government of Pakistan with an objective to promote, expand and provide diversification of the Export base at Pakistan and to encourage businesses by providing financial instruments/facilities to work on Import substitution products etc.
2. EXIM Bank invites proposals at sealed envelope from bidders registered with FBR for the Sales and Income Tax & must be in an Active Taxpayer list (verifiable through ATL).
3. A single stage, one envelope procedure shall be adopted as per Rule 36 (a) of the Public Procurement Rules, 2004 ("Rules").
4. Bid Securing Declaration Form as per Rule 25 of the Rules shall be provided with the Technical Proposal.
5. Bids/proposal shall be valid for period of 60 days.
6. A complete set of Bidding Documents can be downloaded by interested bidders from PPRA & EXIM Bank website (<https://www.ppra.org.pk/>) (<https://eximbank.gov.pk/>)
7. Last date for submission of the proposal will be 14th Sep, 2022 by 11:00 AM and will be opened on the same day at 11:30 AM in the presence of bidders and/or their authorized representatives who wish to attend in the office of undersigned.

Head of Procurement Committee

Exim Bank of Pakistan Limited

5th Floor, Evacuee Trust Complex, F-5/1,

Islamabad, Pakistan

Email: procurement@eximbank.gov.pk



Bidding Document

Procurement of High Processing Laptop & Mobile Phone for Export
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1. INTRODUCTION

The Government of Pakistan (“GoP”) has established the EXIM Bank of Pakistan Limited (“EXIM Bank”) with an objective to promote, expand and diversify the export base of the country by providing Export Credit insurance facilities and long-term financing facilities etc. for setting up export oriented and import substitution projects. The EXIM Bank will also provide guarantees, insurance, financing and other supporting services.

Exim Bank invites proposals in sealed envelope from capable Sole Proprietors / Firms / Companies, which are registered with FBR for Sales and Income Tax purposes and are on Active Taxpayer List (ATL), for provision of High Processing Laptop & Mobile Phone for EXIM Bank of Pakistan located at 5th floor of Evacuee Trust Complex, Sector F-5/1, and Islamabad.

2. INSTRUCTIONS TO BIDDERS

ITB-1. BIDDING PROCESS:

- a. An open competitive and transparent bidding process in accordance with Public Procurement Rules, 2004 (“Rules”) shall be adopted.
- b. A single stage, one envelope procedure shall be adopted as per Rule 36 (a) of Rules.
- c. The proposals shall be marked as “TECHNICAL PROPOSAL” and “FINANCIAL PROPOSAL” in bold and legible letters to avoid confusion.
- d. EXIM Bank shall evaluate the submitted technical proposals in accordance with eligibility, qualification and evaluation criteria along with scope of work / terms of reference of this document.
- e. The financial proposals shall also be evaluated, in parallel, in accordance with eligibility, qualification and evaluation criteria.
- f. The bid/proposal found to be the most advantageous bid shall be accepted.

ITB-2. GENERAL CONDITIONS:

- a. The bidder will be selected after an open, competitive and transparent bidding process in view of Rule 20 of the Rules.
- b. Proposals shall be submitted in English/Urdu language as per Rule 06 of the Rules.
- c. All prices mentioned in the Financial Proposal shall be in US Dollars (USD). However, payment will be made in Pak Rupees (PKR). The payment will be made in PKR at the SBP’s interbank selling rate of the delivery date of Goods / Services at EXIM Bank Head Office.
- d. Each page of the Technical and Financial Proposal shall be signed by an authorized representative of the Bidder. The representative’s authorization shall be confirmed by letter of authorization at an official letter head accompanying the proposal.

- e. For seeking clarification on any instruction contained in this BIDDING DOCUMENT, the bidder may send a written request before (05) days of deadline fixed for submission of proposals herein.
- f. All clarifications will be communicated to the Bidders through an e-mail (procurement@eximbank.gov.pk).
- g. EXIM BANK may reject all bids or proposals at any time prior to the acceptance of a bid or proposal.
- h. The bidders shall bear all costs associated with the preparation and submission of their respective bids and EXIM BANK will, in no case, be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- i. Bidders are under an obligation to read and understand complete information as provided herein package/bid documents, EXIM BANK will not be responsible to entertain any claim which may arise due to misunderstanding anything on the part of the bidder to comprehend the requirements provided herein.
- j. Bids not confirming to the above guidelines, or not adhering to other requirements as stated below, may be rejected by EXIM BANK at its sole discretion.

ITB-3. SUBMISSION, OPENING AND RECEIPT OF PROPOSALS:

- a. The original proposal (Technical and Financial Proposal) shall be prepared without any overwriting.
- b. Hard Copy of Technical and Financial proposal shall be submitted in separate envelopes along with soft copy of proposals in password protected USB.
- c. Last date for submission of the technical & financial proposals shall be 14th Sep, 2022 by 11:00 AM and will be opened on the same day at 11:30 AM in the presence of bidders and/or their authorized representatives who wish to attend in the office of undersigned.

Head of Procurement Committee
EXIM Bank of Pakistan Limited
5th Floor, Evacuee Trust Complex, F-5/1,
Islamabad, Pakistan
Email: procurement@eximbank.gov.pk

ITB-4. ELIGIBILITY & QUALIFICATION CRITERIA:

Bidders must give compliance to the below mentioned clauses as these are mandatory for eligibility of the bidding process.

- a. Bidder (s) must have a minimum of five 05 year of relevant working experience at national level from the date of registration with concerned authorities for provision of similar deployments and services.
- b. The Bidder shall be a Company, Firm , or a Sole Proprietor; and shall submit Copy of following registration documents with relevant authorities.

In case of Company	<ol style="list-style-type: none"> 1. Incorporation certificate from the Securities and Exchange Commission of Pakistan (SECP). 2. Valid NTN Number & STRN details (verifiable through FBR portal)
In case of Firm	<ol style="list-style-type: none"> 1. Form-C issued by Registrar of Firms 2. Valid NTN Number & STRN details (verifiable through FBR portal)
In case of Sole-Proprietor	<ol style="list-style-type: none"> 1. Valid NTN and STRN details (verifiable through FBR portal).

- c. Only Original Manufacturer Equipment (OEM) Company or its authorized partners can participate in this bidding process. The Bidder must have an active partnership agreement with the OEM or authorized dealer/distributor/retailer certificate.
- d. The bidder (s) must have office in Islamabad / Rawalpindi with support team/department.
- e. The hardware & software must be offered with required warranty, explicitly mentioned in Scope of Work (SoW) / Terms of Reference (ToRs) for each product/module offered.
- f. The Bidder shall provide an undertaking on letter head that it has not been blacklisted by any Government/Semi Government institution(s) as per specimen attached as Annexure-C.
- g. Joint ventures and consortium are not eligible for this bidding process.
- h. Bidder must be registered with FBR for Income and Sales tax and must be on Active Taxpayers List (ATL) of FBR as on the date of bid submission and onward throughout the project tenure in compliance with Eligible Bidders criteria (Tax Compliance) Regulations, 2015. Only those bidders who are on Active Taxpayers List (ATL) of FBR shall be eligible to participate.
- i. The Bidder shall quote only a single proposal ; otherwise the proposal will be rejected for being non-compliant to this requirement.
- j. Bidder to provide compliance to all the BOQ items mentioned under the Scope of Work section.
- k. Bidder to provide similar nature of Pos/Contracts.
- l. EXIM BANK shall not entertain incomplete or partial bids.

ITB-5. TECHNICAL PROPOSAL:

The Technical proposal shall be clearly marked with the following: -

“TECHNICAL PROPOSAL”

The technical proposal shall include;

- a. A covering letter (specimen attached as Annexure-A) from the head of the company or from an authorized representative of the applicant entailing the technical and other specification of the goods/services as required in the SoW/ToRs.
- b. A technical proposal covering all aspect of BIDDING DOCUMENT.
- c. The following documents will be provided as part of the technical proposal:
 - i. Brief description and profile of the Company
 - ii. All documents mentioned in this bidding document shall be attached with technical proposal.
- d. Compliance by the Bidder against each clause and sub-clause of this BIDDING DOCUMENT inclusive of Annexures. Evidence of this compliance will be provided by the Bidder by way of signing & stamping each page of BIDDING DOCUMENT & Annexures with a statement that all the clauses and sub-clauses on that page is fully compliant by the Bidder (s).
- e. Additional Information (If Any).

ITB-6. FINANCIAL PROPOSAL:

The bidder shall submit Financial Proposals in the following format.

- a. A lump sum cost along-with complete item wise cost breakup inclusive of all applicable taxes as per following specimen shall be provided with Financial Proposal.

Sr no	Description	Qty	Total Cost without taxes USD	Sales Tax USD	Total Cost including all applicable taxes USD
Core Items					
1	High Processing Laptop inclusive of 1-year standard warranty and support services	1			
2	Mobile Phone inclusive of 1-year standard warranty and support services	1			
3	Total Cost				
Optional Item (Bank may or <u>may not opt for these</u> items as per its own discrete)					

1	USB-C Digital AV Multiport Adapter (HDMI)	1			
2	Carrying Case for 16-inch laptop	1			
3	UGREEN USB-C Multifunction Hub (SD Card, TF Card, USB 3.0, HDMI, USB-C Port)	1			
4	Hard-shell Case for 16-inch laptop	1			
5	Total Cost in USD				

- b. All prices shall be in USD and Delivery Duty Paid (DDP) as defined in Incoterms 2020. The payment will be made in PKR by converting the USD invoice to PKR at the interbank selling exchange rate of the delivery date at EXIM Bank Head Office.
- c. Bid Validity: The proposal must remain valid for a period of 60 days after the submission date.
- d. All payments will be subject to the active taxpayer status of the bidder at the time of release of payment. If bidder's status is not active in ATL (Sales Tax); the payments will be stopped till their status becomes active on ATL (Sales Tax) of FBR.
- e. Taxes will be deducted at the time of the payment as per applicable tax rates prevailing at the time of payment.
- f. Bidder shall mention the amount in financial proposal/Quotations, which shall be inclusive of all applicable taxes, levies, duties and fees as per prevailing laws. Any increase or decrease in rate of sales tax (only) applicable at the time of payment, shall be further added or adjusted, as the case may be, in total contract price.
- g. EXIM bank will not be responsible for any erroneous calculation of tax rates or any subsequent changes in rates or structure of applicable taxes. All differences arising out as above shall be fully borne by the Successful Bidder. However, any change in sales tax will be adjusted and will be borne by the EXIM. In case the bidder does not identify inclusion of applicable taxes or duties in the proposal, it shall be assumed that the quoted price is inclusive of all applicable taxes and duties.
- h. Bids determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected as follows:
 - 1) If there is a discrepancy between unit prices and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected, unless in the opinion of the Procuring Agency there is an obvious misplacement of the decimal point in the unit price, in which the total price as quoted shall govern and the unit price shall be corrected;
 - 2) If there is an error in a total corresponding to the addition or subtraction of sub-totals, the sub-totals shall prevail, and the total shall be corrected; and
 - 3) Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.

- 4) The amount stated in the Bid will, be adjusted by the Procuring Agency in accordance with the above procedure for the correction of errors and, with, the concurrence of the Bidder, shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, its Bid will then be rejected, and the Bid Security may be forfeited or the Bid Securing Declaration may be executed in accordance.

ITB-7. DELIVERY OF GOODS / SERVICES:

- a. Service Provider shall render its services at 5th floor of Evacuee Trust Complex, F-5/1, Islamabad (Head Quarter of EXIM Bank Pakistan).
- b. In case of non-conformity of the required services or non-provision of desired services, EXIM BANK shall have a right to impose liquidity damages or may terminate contract on account of continues breach of service agreement and may seek legal remedies available under law.

ITB-8. LIQUIDATED DAMAGES:

- a. Failure of the bidder to deliver the items / services mentioned under scope of work section within three (03) weeks (except in force majeure conditions) shall entitle the EXIM BANK to deduct from the Contract Price, the Liquidated Damages as mentioned below.
- b. In case the bidder fails to deliver any part or portion of the scope, then Liquidated Damages at the rate of [0.7%] of the total price per day for each day delayed beyond the actual date of delivery, shall be imposed on the bidder. Provided that the bidder's maximum liability in respect of payment of Liquidated Damages under this clause shall not in any case be an amount more than fifteen [15%] percent of the total price the part or portion of which has been delayed.
- c. In case full delivery delay exceeds two (02) weeks beyond the three (03) specified for delivery, EXIM BANK OF PAKISTAN LIMITED may terminate the contract after deduction of the Liquidated Damages and shall be entitled to en-cash the Performance Guarantee.
- d. EXIM Bank will have right either to enforce Liquidated damages or forthwith termination in case of failure to perform under clause ITB-8 (c) or failure to perform any conditions as contained herein including but are not limited to satisfactory required services.

ITB-09. AWARD OF CONTRACT:

- a. Technically Responsive (Qualified) Bidder with the lowest bid (most advantageous bid), if not in conflict with any other law, rules, regulations or policy of the Federal Government shall be awarded the contract, within the original or extended period of bid validity.
- b. Successful bidder will be issued Letter of Intent (LoI) and he shall be required to submit Letter of Acceptance (LoA). Upon submission of LoA by the Successful bidder a formal contract will be signed, failing which EXIM BANK may offer LOI to the next lowest evaluated bidder and proceed accordingly.

- c. After submission of the Letter of Acceptance and Performance Guarantee it is expected that the contract will be signed with successful bidder within minimum possible time failing which EXIM BANK will recall LOI may offer other LOI to the next lowest evaluated bidder and proceed accordingly.
- d. The EXIM Bank may, at any time, by written notice served on the Contractor through consultant, alter, amend, omit, increase, decrease or otherwise change the nature, quality, quantity and scope, of all / any of the Goods / the Services / the Works, in whole or in part.

ITB-10. PAYMENT TERMS:

The payment for this tender document will be made 100% after delivery of Goods.

3. BIDDER (S) CONDUCT:

EXIM BANK OF PAKISTAN LIMITED requires that Applicants, Bidders, Suppliers and Contractors must observe the highest standard of ethics and professional conduct during the procurement and execution of project work. In pursuit of this policy, the EXIM BANK OF PAKISTAN LIMITED:

- a. Defines, for the purposes of this provision, the terms set forth below as follows:
- b. "Corrupt practice" is the offering, giving, receiving or soliciting, directly or indirectly, anything of value (tangible or favour) to influence improperly the actions of another party.
- c. "Fraudulent practice" is 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.
- d. "Collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party.
- e. "Coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party.
- f. "Obstructive practice" is deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede EXIM BANK OF PAKISTAN LIMITED investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation.

EXIM BANK OF PAKISTAN LIMITED will reject a proposal for award of contract if it determines that the Applicant recommended for award of contract has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the bidding in question.

4. Bid Data Sheet:

#	Description	To be filled or Yes/No	To be filled by bidder (s)	Remarks
1	Name of Company	To be filled		
2	Authorize representative name	To be filled		

3	Email Address	To be filled		
4	Authority Letter Attached	Yes / No		
5	Contact no.	To be filled		
6	Address (Islamabad/Rawalpindi)	To be filled		
7	FBR NTN no	To be filled		
8	Bid Declaration	Yes / No		
9	Date of registration as per FBR/Form-C/SECP Certificate	To be filled		
10	Form-C / SECP Certificate attached	Yes / No		
12	Profile of Company Attached	Yes / No		
13	Bidding document compliance attached	Yes / No		
14	Annex-A attached (Cover letter)	Yes / No		
15	Annex-B attached (Similar projects)	Yes / No		
16	Annex-C attached (Blacklisting undertaking)	Yes / No		
17	Annex-D attached (Bid Securing Declaration Form)	Yes / No		

5. Scope of Work (SoW) / Terms of Reference (TORs):

Product Description	Qty	Bidder Compliance (Yes/No)
Core Components		
16 inch Display Processor: 10-core CPU, 16-core GPU, 16-core Neural Engine RAM: 32GB unified memory Storage: 512GB SSD storage Display: 16-inch Liquid Retina XDR display Ports: Three Thunderbolt 4 ports, HDMI port, SDXC card slot, MagSafe 3 port Adapter: 140W USB-C Power Adapter Keyboard: Backlit Magic Keyboard with Touch ID - US English Software: OEM Licensed Operating System pre-installed macOS, antivirus and other standard features. 1 year standard warranty from principal with support services	1	
Storage: 512GB Dual sim: 1 Physical Sim , 1 E-sim (PTA Approved) With Apple 20W USB-C Power Adapter Operating System : iOS 1 year standard warranty from principal with support services	1	
Optional Products		
USB-C Digital AV Multiport Adapter (HDMI)	1	
Carrying Case for 16 inch laptop	1	
UGREEN USB-C Multifunction Hub (SD Card, TF Card, USB 3.0, HDMI, USB-C Port)	1	
HardShell Case for 16 inch laptop	1	

The scope of work also includes the following. Line wise compliance to be provided by the bidder.

- a. Delivery & installation of Hardware / Software as provided in the table above.
- b. Testing of all equipment installed with their respective software's.
- c. Principal/OEM or authorized partner must have technical repair, replacement & support services in the country.
- d. On-site installation, maintenance and support will be required within same day resolution time (for matters registered by 1 pm) and maximum by 2nd day (for matters registered after 1pm).
- e. Standard OEM warranty time to be ensured.

Warranties

Bidders shall provide complete detail of hardware and services warranties for each quoted item.

Hardware Warranty:

- a. 1 Year standard on-site warranty with parts and services.

- b. The bidder must provide Hardware Maintenance Service for the Hardware throughout the Hardware Warranty Period. All charges and costs associated with providing the Hardware Maintenance Services during the said period are included in the price of the Hardware.
- c. If during installation of the hardware any supplied hardware is found defective or gets damaged, the same shall be replaced by the Bidder free of cost.
- d. If during the period of warranty any component of the supplied hardware is found defective, or fails in test or in operation, the same shall be replaced under warranty.

Software Warranty:

- a. Bidder warrants that the Software will perform in accordance with the Documentation.
- b. Software licenses will be provided by the bidder and licenses should be verified by the principal.

6. ANNEXURES:

ANNEXURE "A" – COVER & AUTHORITY LETTER

Date:.....

To,

Head of Procurement Dept,
 EXIM Bank of Pakistan

Dear Sir,

1. I/we, the undersigned, being duly authorized Mr. / Ms. and act on behalf of (hereinafter "the Applicant") have reviewed and fully understood all the clauses of BIDDING DOCUMENT provided by EXIM Bank of Pakistan.
2. EXIM Bank and its authorized representatives are hereby authorized to conduct any inquiries or investigations to verify the statements, documents, and information submitted in connection with this application, and to seek clarification from our bankers and clients regarding any financial and technical aspects. This Letter of Application will also serve as authorization to any individual or authorized representative of any institution referred to in the supporting information, to provide such information deemed necessary and requested by yourselves or the authorized representative to verify statements and information provided in this application, or with regard to the resources, experience, and competence of the Applicant.
3. EXIM Bank and its authorized representatives may contact the following persons for further information, including General and Managerial Inquiries, Personnel Inquiries, Technical Inquiries, Financial Inquiries, if and when needed.

S#	Name	Designation	Contact Information
1.			
2.			
3.			

ANNEXURE “B” - REFERENCE OF LAST PROJECTS OF SIMILAR NATURE

Name of Bidder: _____

Name of Organization and Address:	
Name and Title of Point of Contact: (provide 2)	
Telephone Number:	
Email Address:	
Period of Performance:	
Location where project services were performed:	
Contract Value:	
Reasons for Termination (if applicable):	
Description of Products & Services and their relevance to the requirements under this document	

ANNEXURE "C" – BLACKLISTING UNDERTAKING

I ----- son of ----- CNIC ----- resident of ----- working with _____ as _____ and being an authorized representative and authority to sign off this undertaking do hereby solemnly affirm and declare that we have participated in the tender for provision of procurement of having Tender # We further declare that the Company/Firm namely has never been blacklisted from Government/Semi-government organizations.

Further declare that the contents of above-mentioned undertaking is true and correct to the best of our knowledge and belief and nothing has been concealed there from.

Deponent _____

ANNEXURE "D" – BID SECURING DECLARATION FORM:



Date:
Tender ID.

To: *[EXIM Bank of Pakistan]*

We, the undersigned, declare that:

We understand that, according to your conditions, Bids must be supported by a Bid Securing Declaration.

We accept that we will be blacklisted and henceforth cross debarred for participating in respective category of public procurement proceedings for a period of (not more than) six months, if fail to abide with a bid securing declaration, however without indulging in corrupt and fraudulent practices, if we are in breach of our obligation(s) under the Bid conditions, because we:

- (a) have withdrawn or modified our Bid during the period of Bid Validity specified in the Form of Bid;
- (b) Disagreement to arithmetical correction made to the Bid price; or
- (c) having been notified of the acceptance of our Bid by the EXIM Bank of Pakistan during the period of Bid Validity, (i) failure to sign the contract if required by EXIM Bank of Pakistan to do so or (ii) fail or refuse to furnish the Performance Security or to comply with any other condition precedent to signing the contract specified in the Bidding Documents.

We understand this Bid Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) twenty-eight (28) days after the expiration of our Bid.

Signed: *[insert signature of person whose name and capacity are shown]* In the capacity of *[insert legal capacity of person signing the Bid Securing Declaration]*

Name: *[insert complete name of person signing the Bid Securing Declaration]*

Duly authorized to sign the Bid for and on behalf of: *[insert complete name of Bidder]*

Dated on _____ day of _____, _____ *[insert date of signing]*
Corporate Seal (where appropriate)