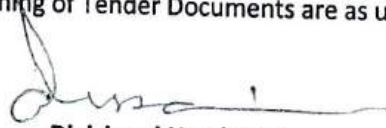


TENDER FOR GOODS

Bank of Azad Jammu and Kashmir invites sealed quotations from income tax/ Sales Tax registered Firms/Bidders/Companies for **Purchase of 25 Laptops**, in accordance with AJK Public Procurement Rules 2017 on **"Single Stage – Two Envelop Bidding Process AJK PPRA RULE 36(b)"**

General Terms and Conditions:

1. The Request for Proposal (RFP) can be obtained from below address upon payment of **Rs. 2000/- (non-refundable)** in the shape of Pay order/Demand Draft/ Bankers Cheque in the favor of "Bank of AJK" up till **29-12-2025** during working hours. 9 am to 5 pm.
2. The interested bidders are requested to submit their Technical and Financial proposals by **30-12-2025 till 03:00 PM**. The Technical Bids would be opened on the same day at **03:30 PM**. **Delayed/Conditional bid will not be entertained.**
3. Single Stage- Two Envelope bidding process, will be adopted for the evaluation of bids. Details are provided in RFP documents.
4. Pre-bid meeting will be held on **19th December 2025 at 11:00 AM** at the committee room of Bank of Azad Jammu Kashmir Head Office Gojra Muzaffarabad.
5. Financial bids of bidders, who fail to qualify in technical evaluation, shall be returned unopened. However financial bids / proposals of qualified bidders would be opened on the date & time to be intimated officially in due course of time.
6. The bid security amounting to **Rs 240,000/-** must be submitted with Bid in the form of CDR/DD/PO or Banker Cheque in the name of Bank of AJK. No tender will be accepted without Bid Security and such tender(s) will be rejected out rightly.
7. Financial bids shall include of all the taxes levied in AJK.
8. Interested firms should have valid NTN (Income Tax and GST), relevant tax certificates and should be on Active Taxpayer List of FBR/ CBR.
9. Blacklisted firms/Bidders are prohibited for participation. All bidders shall furnish an affidavit/certificate that they are neither blacklisted nor in conflict with Government anywhere in territory of the State of the AJK, or Islamic Republic of Pakistan.
10. The Committee reserves right to accept or reject any or all the bids as per AJK PPRA Rules.
11. This advertisement is uploaded on both websites of AJK PPRA www.ajkppra.gov.pk and BAJK www.bankajk.com
12. Tender document/Request for Proposal (RFP) is available on AJKPPRA website as well as on bank's official website. However, only those bids will be considered for evaluation where the bidder has submitted a non-refundable tender fee of **PKR 2,000/-** in the form of Pay Order/Demand Draft/Banker's Cheque in favor of 'Bank of AJK'.
13. Bank will not be responsible for any cost incurred in submission of documents.
14. Evaluation report/award of contract shall also be displayed at AJK PPRA Website.
15. The proposals/bids should be valid for a minimum period of 120 days.
16. Address for submission/venue of opening of Tender Documents are as under:



Divisional Head CAD,
Head Office, Bank of Azad Jammu and Kashmir,
Sardar Nazir Plaza, Gojra Bypass Road Muzaffarabad,
Ph: 05822-923004-5

Head Office: Bank Square, Chattar Domel, Muzaffarabad, Azad Kashmir. Tel:05822-924244-5, Fax:05822-921983



TENDER DOCUMENT
Purchase of 25 Laptops

NOTE:

If the bidder chooses to print the bidding document from the BAJK or AJKPPRA website, it is mandatory to attach a non-refundable payment slip of Rs. 2,000 as printing charges, in the form of a CDR, DD, or Banker's Cheque in favor of BAJK, for each project. This payment slip must be attached separately with the respective bidding document. Bidding document submitted without the required Rs. 2,000 printing charges shall not be considered for the tender process by BAJK.

**Bank of Azad Jammu and Kashmir, Head Office Sardar Nazir Plaza Gojra Bypass Road
Muzaffarabad AJK**



TENDER DOCUMENT- Purchase of 25 Laptops

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'Instruction to Bidders'

This part of the RFP describes the terms and conditions for the submission of the proposal.

1. Submission of bids and all communication or enquiries about this RFP must be made in writing.
2. The interested firms are requested to submit their proposal on date and time mentioned in advertisement the technical bids would be opened on the same day.
3. Single stage two enveloped bidding process will be adopted and selection shall be based on Most Advantageous Bid. The bidder must have legal presence in Pakistan/AJK.
4. The technical proposal shall not include any financial information or technical proposal containing financial information shall be declared non-responsive.
5. An authorized representative of the firm/company shall stamp & sign the original submission letters in the required format for both the technical proposal and financial proposal and shall initial and stamp all pages of both. The authorization should be in the form of a written power of attorney attached to the technical proposal.
6. The technical proposal shall be submitted in original.
7. The original of the technical proposal shall be placed inside a sealed envelope Clearly mark '**Technical Proposal**', name of assignment, name and address of the firm/company.

Similarly, the original financial proposal shall be inside a sealed envelope clearly marked '**Financial Proposal**' followed by the name of the assignment, name and address of the firm/company, and with the warning '**Do not open with the technical proposal**'

8. The sealed envelopes containing the Technical and Financial Proposals shall be placed into one outer envelope and sealed. This outer envelope shall bear the submission address, the name of the assignment, firm/company name and address.
9. Technical proposal will be opened on the same day after the deadline for their submission in the presence of bidders who wish to attend enveloped containing the Financial Proposal shall remain sealed and securely stored.
10. At any time before the submission deadline, the bank may amend the RFP by issuing an amendment in writing the amendment shall be sent to all companies and will be binding on them. The Companies shall acknowledge receipt of all amendments in writing.
11. If the amendment is substantial, the bank may extend the bid submission deadline to



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give the company reasonable time to take an amendment into account in their proposals.

12. Financial proposals of the technically qualified firms would be opened in the presence of bidders or their representatives for which time and date shall be intimated in due course.
13. Bid security of Rs. 240,000/- of the total bid amount in favor of the bank should be attached with technical proposal in separate seal envelope and should be submitted to **Establishment Section, Head Office BAJK, Sardar Nazir Plaza Gojra Bypass Road Muzaffarabad.**

Confirmation to this effect to be submitted with technical proposal.

14. All prices quoted must be inclusive of all applicable taxes such as GST, income tax etc.
15. The prices quoted shall remain valid for 120 days, after the date of opening of a tender.
16. The Bank of AJK will not be responsible for any costs or expenses incurred by bidders in connection with the preparation or delivery of bids.
17. Bank AJK reserves the right to accept or reject any or all proposals as per PPRA rules.
18. All mandatory requirements mentioned at page 17 of this tender document are part of these instructions.

Divisional Head CAD
Bank of Azad Jammu and Kashmir
Head Office, Sardar Nazir Plaza, Gojra Bypass Road
Muzaffarabad AJK



DEFINITIONS

"Bid" means a tender, or an offer by a person, consultant, firm, company or an organization expressing willingness to undertake a specified task at a price, in response to an invitation by BAJK.

"Bid with Lowest Evaluated Cost" means the bid quoting lowest cost amongst all those bids evaluated to be substantially responsive;

"Bidder" means a person or entity submitting a bid;

"Bidding Documents" means all documents provided to the interested bidders to facilitate them in preparation of their bids in uniform manner;

"Bidding Process" means the procurement procedure under which sealed bids are invited, received, opened, examined and evaluated for the purpose of awarding a contract;

"Blacklisting" means barring a bidder, contractor, consultant or supplier from participating in any future procurement proceedings.

"Calendar Days" means days including all holidays;

"Conflict of Interest" means -

1. Where a contractor, supplier or consultant provides, or could provide, or could be perceived as providing biased professional advice to BAJK to obtain an undue benefit for himself or those affiliated with him.
2. Receiving or giving any remuneration directly or indirectly in connection with the assignment except as provided in the contract.
3. Any engagement in consulting or other procurement activities of a contractor, consultant or service provider that conflicts with his role or relationship with the BAJK under the contract.
4. Where an official of the BAJK engaged in the procurement process has a financial or economic interest in the outcome of the process of procurement, in a direct or an indirect manner.

"Consultant" means a professional who can study, design, organize, evaluate and manage projects or assess, evaluate and provide specialist advice or give technical assistance for making or drafting policies, institutional reforms and includes private entities, consulting firms, legal advisors, engineering firms, construction managers, management firms, procurement agents, inspection agents, auditors, international and multinational organizations, investment and merchant banks, universities, research institutions, government agencies, nongovernmental organizations, and individuals;

"Consulting Services" means services of an advisory and intellectual nature provided by consultants using their professional skills to study, design, organize, and manage projects,



encompassing multiple activities and disciplines, including the crafting of sector policies and institutional reforms, specialist advice, legal advice and integrated solutions, change management and financial advisory services, planning and engineering studies, and architectural design services, supervision, social and environmental assessments, technical assistance, and programme implementation;

"Contract" means an agreement enforceable by law and includes General and Special Conditions, Specifications, Drawings and Bill of Quantities;

"Contractor" means a person, firm, company or organization that undertakes to execute works including services related thereto, other than consulting services, incidental to or required for the contract being undertaken for the works;

"Corrupt and Fraudulent Practices" means either one or any combination of the practices given below;

"Coercive Practice" 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;

"Collusive Practice" means any arrangement between two or more parties to the procurement process or contract execution, designed to achieve with or without the knowledge of the BAJK to establish prices at artificial, noncompetitive levels for any wrongful gain;

"Corrupt Practice" means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain;

"Fraudulent Practice" 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;

"Obstructive Practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract or deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements before investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; 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, or acts intended to materially impede the exercise of inspection and audit rights provided for under the Rules.

"Emergency" means natural calamities, disasters, accidents, war and breakdown of operational equipment, plant, machinery or engineering infrastructures, which may give rise to abnormal situation requiring prompt and immediate action to limit or avoid damage to person(s), property or the environment;



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"Goods" means articles and object of every kind and description including raw materials, drugs and medicines, products, equipment, machinery, spares and commodities in any form, including solid, liquid and gaseous form, and includes services identical to installation, transport, maintenance and similar obligations related to the supply of goods, if the value of these services does not exceed the value of such goods;

"Government" means the Government of AJK;

"Head of the Department" means the administrative head of the department or the organization,

"Lowest Evaluated Bid" means a bid for goods, works and services having the lowest evaluated cost among the substantially responsive bids,

"Lowest Submitted Price" means the lowest price quoted in a bid, which is otherwise not substantially responsive;

"Mis-procurement" means public procurement in contravention of any provision of AJK Public Procurement Act, 2017, any rule, regulation, order or instruction made there under or any other law in respect thereof, or relating to, public procurement;

"Notice Inviting Tender" means the notice issued by a BAJK through publication in the newspapers or through electronic means for the purpose of inviting bids, or applications for pre-qualifications, or expression of interests, which may include Tender Notice, Invitation for Bids, Notice for Pre-qualifications or Request for Expression of Interests;

"Open Competitive Bidding" means a fair and transparent specified procedure defined under these Rules, advertised in the prescribed manner, leading to the award of a contract whereby all interested persons, firms, companies or organizations may bid for the contract and includes both National and International Competitive Biddings;

"BAJK" means the Bank of Azad Jammu and Kashmir;

"Services" means any object of procurement other than goods or works, and includes consultancy services;

"Substantially Responsive Bid" means the bid that contains no material differences or deviations from, or reservations to, the terms, conditions and specifications given in the bidding documents;

"Supplier" means a person, firm, company or an organization that undertakes to supply goods and services related thereto, other than consulting services, required for the contract;

"Value for Money" means best returns for each rupee spent in terms of quality, timeliness, reliability, after sales service, up-grade ability, price, source, and the combination of whole-life cost and quality to meet BAJK's requirements.



1. INVITATION FOR BIDS (IFB)

Bank of AJK (BAJK) invites proposal from reputed vendors for the **Purchase of 25 Laptops**. Detail of the specifications of related services to be provided are given in the scope of service in Section {3}.

Bidder will be selected under procedure described in this Tender Document (TD), in accordance with the AJK Public Procurement Rules 2017 Issued thereunder ("AJKPPRA") which can be found at (www.ajkppra.gov.pk) For the purposes of this document, any reference to the term "Act" shall mean a reference to the AJK Public Procurement Act 2017 and any reference to the Rules shall mean a reference to the AJK Public Procurement Rules 2017.

This TD includes the following Sections:

- Instructions to Bidders (ITB)
- Eligibility Criteria
- Scope of Services
- Financial Proposal
- Conditions of Contract

Proposals must be submitted in drop box at the below mentioned address:

Yours Sincerely,

**DIVISIONAL HEAD
CREDIT ADMINISTRATION DIVISION
BANK OF AJK
HEAD OFFICE, SARDAR NAZIR PLAZA, GOJRA BYPASS ROAD
MUZAFFARABAD AJK**

Email: dh_cad@bankajk.com



2. INSTRUCTION TO BIDDERS (ITB)

For all legal purpose, all clauses of instructions to bidders (ITB) hoisted by AJKPPRA on their website (www.ajkppra.gov.pk) will be taken as part and parcel of this tender document and the agreement thereof. Accordingly, the bidders are advised in their own interest to go through the same meticulously as ignorance of the said ITB will not be taken as excuse to waive off any plenty or legal proceedings.

However, few important clauses of the above mentioned ITB are appended below for the guidance/perusal of the bidders.

2.1 Correspondence Address

The contact number and the correspondence address for submitting the proposals are as follow:

**DIVISIONAL HEAD
CREDIT ADMINISTRATION DIVISION
BANK OF AJK
HEAD OFFICE, SARDAR NAZIR PLAZA, GOJRA BYPASS ROAD,
MUZAFFARABAD AJK**

Email: dh_cad@bankajk.com

2.2 Eligible Bidders

All the bidders duly incorporated and based in AJK/Pakistan governed by rules, laws and statute of Government of AJK shall be eligible. [AJKPPRA Rule 17]

2.3 Corrupt Practice

1. BAJK requires that Bidders / Suppliers / Contractors, observe the highest standard of ethics during the procurement and execution of contract and refrain from undertaking or participating in any corrupt or fraudulent practices. [AJKPPRA Rule 2 (h)]
2. BAJK will reject a proposal for award, if it determines that the Bidder recommended for award was engaged in any corrupt or has been blacklisted under the AJK Public Procurement Rules 2017, in competing for the contract in question.

Any false information or misstatement on the part of the vendor will lead to disqualification/ blacklisting/ legal proceeding regardless of the price or quality of the product.



2.4 Preparation of Bids

2.4.1 Bidding Process

This is the **Single Stage – Two Envelope Procedure**; the bid shall comprise a single package containing **TECHNICAL PROPOSAL** and **FINANCIAL PROPOSAL**. [AJKPPRA Rule 36 (b)]

2.4.2 Cost of Bidding

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

2.4.3 Language of Bid

The bid prepared by the bidders as well as all correspondence and documents exchanged by the bidder and BAJK must be written in English. [AJKPPRA Rule 6 (1)]

2.4.4 Company Profile

Bidders are required to submit the Technical Proposal stating a brief description of the bidder's organization outlining their recent experience, the names of Sub-Bidder/Professional Staff who participates during the assignment, the technical approach, sample templates/prototypes of deliverables, methodology, work plan, organization and staff, including workable suggestions that could improve the quality and effectiveness of the assignment. The firm will be only technically qualified after confirmation of specifications on physical verification of asked items and satisfying of sufficient production mechanism. The date of visit for above inspection by the procurement committee of the bank will be given during process of completing eligibility criteria. After due inspection of requisite items, the bidder will be declared "Qualified" in Technical Qualification Phase.

2.4.5 Financial Proposal

The Financial Proposal shall be prepared using the standard form attached, duly signed by the authorized representative of the Bidder. It should list all costs associated with the assignment including remuneration for staff, and reimbursable expenses and such other information as may be specifically requested by BAJK. Alternatively, the bidder may provide his/her/its own list of costs with all items described in the Technical proposal priced separately.

2.4.6 Bid Currencies

For the purpose of comparison of bids quoted in different currencies, price shall be converted in PAK RUPEE (PKR). The rate of exchange shall be the selling rate prevailing seven working days before the date of opening of the bids.

2.4.7 Bid Security

The BAJK shall require the bidders to furnish the bid security @ Rs.240,000/- of Bidding Cost or Irrevocable Bank Guarantee acceptable to the bank, which shall remain valid for a period of one hundred twenty (120) days beyond the validity period for bids, in order to provide the BAJK reasonable time to act, if the security is to be called. [AJKPPRA Rule 25]



Bid Security should be attached with Technical Proposal. Any Bid not accompanied by an acceptable Bid Security shall be rejected by the BAJK as non – responsive.

Bid security shall be released to the unsuccessful bidders once the contract will be signed with the successful bidder or the validity period has expired.

The bid security shall be forfeited:

- If a Bidder withdraws its bid during the period of its validity specified by the Bidder on the Bid Form;

2.4.8 Bid Validity

Bids shall remain valid for a period of one hundred twenty (120) days, after the date of bid opening prescribed by BAJK; [AJKPPRA Rule 26 (1)]

Whenever an extension of bid validity period is requested, a bidder shall have the right to refuse to grant such an extension and withdraw his bid and bid security shall be returned forthwith; [AJKPPRA Rule 27]

Bidders who agree to extension of the bid validity period shall also extend validity of the bid security for the agreed extended period of the bid validity. [AJKPPRA Rule 26 (4-a)]

2.5 Submission of Bids

2.5.1 Sealing and Marking of Bids

This is the **Single Stage – Two Envelope Procedure**; the bid shall comprise a single package containing **TECHNICAL PROPOSAL** and **FINANCIAL PROPOSAL**. [AJKPPRA Rule 36 (b)]

2.5.2 Response Time

Bidders are required to submit their Bids within fifteen (15) calendar days from the date of publication of Notice Inviting Tender as per National Competitive Bidding. Bids must be received by BAJK at the address specified under ITB Section [2.1] within office hours. [AJKPPRA Rule 13]

2.5.3 Extension of Time Period for Submission of Bids

BAJK may extend the deadline for submission of bids only, if one or all of the following conditions exist;

- Fewer than three bids have been submitted and BAJK is unanimous in its view that wider competition can be ensured by extending the deadline. In such case, the bids submitted shall be returned to the Bidders un-opened; [AJKPPRA Rule 27]

- If the BAJK is convinced that such extraordinary circumstances have arisen owing to law and order situation or a natural calamity that the deadline should be extended.



2.5.4 Clarification of Bidding Documents

An interested bidder, who has obtained bidding documents, may request for clarification of contents of the bidding document in writing, and BAJK shall respond to such queries in writing within three calendar days, provided they are received at least seven (7) calendar days prior to the date of opening of bid. [AJKPPRA Rule 31]

It should be noted that any clarification to any query by a bidder shall also be communicated to all parties, who have obtained bidding documents.

2.5.5 Late Bids

Any bid received by BAJK after the deadline for submission of bids prescribed by BAJK pursuant to ITB Section [2.5.2] will be rejected and returned unopened to the Bidder. [AJKPPRA Rule 33 (1)] .The rejection of bids received after the deadline for submission shall apply regardless of any reason whatsoever for such delayed receipt.

2.5.6 Withdrawal of Bids

The Bidder may withdraw its Technical Proposal and Financial Proposal after it has been submitted by sending a written Withdrawal Notice, duly signed by the Bidder and/or by an authorized representative, and shall include a copy of the authorization. Provided that, written notice of Withdrawal, shall be received by BAJK prior to the opening of bids.

No bid shall be withdrawn in the interval between the opening of Bids and the expiration of the period of Bid validity specified in ITB section [2.4.8].

2.5.7 Cancellation of Bidding Process

1. BAJK may cancel the bidding process at any time prior to the acceptance of a bid or proposal; [AJKPPRA Rule 33]
2. BAJK shall incur no liability towards the bidders, solely by virtue of its invoking sub-rule (2.5.7 - 1);
3. Intimation of the cancellation of bidding process shall be given promptly to all bidders and bid security shall be returned along with such intimation;

2.5.8 Mechanism for Redressal of Grievances

BAJK has a Committee for Complaint Redressal to address the complaints of bidder that may occur during the procurement proceedings. [AJKPPRA Rule 48]

Any bidder being aggrieved by any act or decision of the BAJK during procurement proceedings may lodge a written complaint within seven (07) days after the decision causing the grievance has been announced.



The complaint Redressal committee upon receiving a complaint from an aggrieved bidder may, if satisfied; [AJKPPRA Rule 48]

1. Prohibit the procurement committee from acting or deciding in a manner, inconsistent with these rules and regulations;
2. Annul in whole or in part, any unauthorized act or decision of the procurement committee; and
3. Reverse any decision of the procurement committee or substitute its own decision for such a decision;

Provided that the complaint Redressal committee shall not make any decision to award the contract.

BAJK shall announce its decision as to the grievance within seven (7) days. The decision shall be intimated to the Bidder and the Authority within three (3) working days by BAJK.

BAJK shall award the contract only after the decision of the complaint Redressal committee

Mere fact of lodging of a complaint by a bidder shall no warrant suspension of the procurement proceedings.

IMPORTANT

In addition to above it may be added that no complaint will be entertained unless it is:

1. Forwarded on company's original letter head with complete address, NTN of the company and CNIC of the complainant.
2. Incriminating evidence in respect of complaint.

2.6 Opening and Evaluation of Bids

2.6.1 Opening of Bids by BAJK

The opening of bids shall be as per the procedure set down in Section 2.4.1 dealing with Bidding Process.

2.6.2 Clarification of Bids

No Bidder shall be allowed to alter or modify his bids after the expiry of deadline for the receipt of the bids unless, BAJK may, at its discretion, ask a Bidder for a clarification of bid for evaluation purposes. The request for clarification and the response shall be in writing and no



change in the prices or substance of bid shall be sought, offered or permitted. [AJKPPRA Rule 31]

2.6.3 Preliminary Examination

BAJK will examine the bids to determine whether the bids are complete and the documents have been properly signed and whether the bids are generally in order.

BAJK may waive any minor informality; nonconformity or irregularity in a bid that does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder and further provided that such waiver will be at the complete and sole discretion of BAJK.

If a bid is not substantially responsive, it will be rejected by BAJK and may not subsequently be made responsive by the Bidder by correction of the nonconformity.

2.6.4 Supplier Eligibility Criteria

All bids shall be evaluated in accordance with the eligibility criteria. [AJPPRA Rule 17]] BAJK will evaluate the bids, which have been determined to be substantially responsive and reject any proposal which does not confirm to the specified requirements.



TENDER DOCUMENT- Purchase of 25 Laptops

2.6.5 Eligibility Criteria

BAJK shall evaluate proposals using the following eligibility criteria.

No.	Requisite	Total Marks	Marks Obtained	Remarks	Attachment of relevant evidence in each case is mandatory. In case of non-compliance no mark will be awarded	Attach evidence as Annexure
1	Firm's Status	20		Company	NTN Certificate / Letter of Incorporation / Company Registration Letter is required to be enclosed	A
		15		Partnership Firm		
		10		Sole Proprietorship		
2	Banks presently on Cliental List for supply of relevant items	15		3 and above	Contact Award/Assignment completion Letters to be attached duly Issued from each concerned Bank	B
		10		1 and above		
3	Years in Business in relevant field	15		05 Years and above	NTN Certificate / Letter of Incorporation / Company Registration Letter is required to be enclosed	C
		10		03 years and above		
		05		01 years and above		
4	Authorized Dealer	20			Certificate is required	D
	Reseller	10				
5	Average Yearly Turn Over in Last 3 Years	10		On an average of 10 Milllon and above	Audit Report / Tax Return	E
		05		On an average of 3 Million and above		
		0		Below average of 3 Million		
6	Number of offices in Cities	10		03 and above	Attach Company Profile with mention of complete addresses and PTCL landline numbers of the country wise offices.	F
		05		01 and above		
7	Govt./Multinational Organization on Cliental List	10		5 and above	Letters to be attached duly issued from each concerned Office	G
		05		1 and above		
				No		
Total Marks		100		QUALIFIED / DISQUALIFIED		

ELIGIBILITY CRITERIA NOTE

1. There can be subsequent clarification to this specific tender for which it is advised to keep yourself abreast with the notification being hoisted on BAJK & AJ&K PPRA websites regularly.
2. Acquiring of 70% marks of the total score will make the Bidder qualify for participating into ultimate phase of Inspection/Financial Bid opening.



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3. Attachment of relevant evidence in eligibility criteria is mandatory. In case of non-provision of evidence any of the requisite, no marks will be awarded.

Financial Evaluation Criteria

Minimum **70% marks** are compulsory for bidders to qualify the technical evaluation criteria and be eligible for financial evaluation. Financial bid that is most advantageous will only be considered successful bid.

MANDATORY

1. Firm/company having valid NTN/GST/Registration with Govt. of AJK and/or Pakistan.
2. Attachment of **Affidavit (specimen attached as Annexure "I")** on Rs. 100/- stamp paper duly attested by an oath commissioner to the effect that the contractor/firm/company is neither blacklisted with the Bank of AJK or any other govt. department.
3. Attachment of **Annexure "A"** (With Technical Proposal) & Annexure "B" (With Technical Proposal if Bank Guarantee is going to be submitted as Bid Security).
4. Writing of tender reference as given in the NIT on the Envelop, carrying tender document is must or the bank will not be responsible if the documents are not received by the Procurement Committee at the time of opening of bids.
5. The bidders are required to submit bids only in prescribed financial Performa given in Tender Document.
6. The representative present at the time of opening of tender shall be in possession of authority letter on the company's letter head, duly signed by the CEO of the company.
7. Bid Security should be attached with Technical Proposal.
8. Covering letter on supplier/firm letter head, address to the Divisional Head CAD, Bank of AJK (to be printed on company letter head, dated and stamped) attached.

DISQUALIFICATION

The bidder will be considered disqualified prior to/during technical/financial evaluation process or after award of contract if:

1. Issued with two (2) warning letters/emails by the Bank of AJK in the past to the bidder for unsatisfactory performances.
2. The company is not registered with GST/Income Tax /Registration/ in FBR or CBR
3. Alternate bid is offered.
4. **Warranty Period.** Warranty of supplied items is less than 1 year.
5. **Subletting of Contract.** The bidder sublets the contract, in whole or in part, at any stage, to any other agency/firm/supplier.



6. **Verification from Client.** During verification process of the client list the response by any of the bank is unsatisfactory on account of previous performance.
7. **Premature Termination.** In the past, if the company agreement has been prematurely terminated after due qualification in any of the category of the tender.
8. **Specification of Supplied Items.** After supply, if the specification of supplied items are found different with the items mentioned in scope of work.
9. Non-supply of laptops after lapse of 30 days of issue of work order.

2.6.6 Clarifications Prior to Evaluation

If required, prior evaluation the bid, BAJK may, within 6-7 days of the receipt of the bid, call upon any of the bidders to seek any clarification.

2.7 Award of Contract

2.7.1 Award Criteria

Subject to ITB Section [2.7.2], BAJK will award the contract to the successful Bidder, whose bid has been determined to be substantially responsive and has been determined to be the most advantageous bid, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily.

2.7.2 BAJK's Right to Accept Any Bid and to reject any or all Bids

BAJK may annul the bidding process and reject all Bids at any time prior to contract award, without thereby incurring any liability to the Bidder(s).

2.7.3 Notification of Award

Prior to the expiration of the period of bid validity, BAJK will notify the successful Bidder in writing by letter or by facsimile, to be confirmed in writing by letter, that his/her bid has been accepted.

The notification of award will constitute the formation of the Contract.

Upon the successful Bidder's furnishing of the Performance Security pursuant to Section [2.7.5], BAJK will promptly notify each unsuccessful Bidder and will discharge his/her bid security, pursuant to ITB Section [2.4.7].

2.7.4 Signing of Contract

Within 10 Days from the date of notification of award, the successful bidder shall furnish to BAJK particulars of the person who would sign the contract on behalf of the successful bidder along with an original power of attorney executed in favor of such person.



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The Contract shall be signed by the parties at Head Office BAJK, Muzaffarabad, within 07 Days of letter of acceptance date and furnishing the requisite performance security.

2.7.5 Performance Security

Within 7 DAYS of receipt of the *Letter of Acceptance* from BAJK, the successful Bidder shall furnish to BAJK the Performance Security equals to 05% of contract price which shall be valid for at least 01 year (365) days beyond the date of completion of contract to cover defects liability period. The Performance Security shall be in the form of a pay order or demand draft or bank guarantee issued by a reputable commercial bank, acceptable to BAJK, located in AJK/Pakistan. [AJKPPRA Rule 39]

Failure of the successful Bidder to comply with the requirement of ITB Section [2.7.5] shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event BAJK may make the award to the next lowest evaluated Bidder or call for new bids.

The Performance Security forms at Annexure "C" shall not be completed by the bidders at the time of their bid submission. Only the successful Bidder will be required to provide Performance Security.

The Performance Security will be discharged by BAJK and returned to the Company after completion of validity period.

2.7.6 Conditions of Contract

For detailed Special Condition of Contract refer to Section [5] of this TD.

2.7.7 Integrity Pact

The successful bidder shall upon the award of the contract execute an integrity pact with the BAJK (specimen is attached in annexure 'D')

2.7.8 Non-Disclosure Agreement

The successful bidder shall upon the award of the contract execute a non-disclosure agreement with the BAJK (specimen is attached in annexure 'F')

2.7.9 Mode of Payment

As per agreement 100% payment will be made on receipt of bill after supply of all required items as per scope of work.



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3. Scope of Services

Bank of AJK (BAJK) invites proposal from reputed vendors for Purchase of 25 Laptops.

No	Items with specification	Quantity
01.	Laptop (HP/Dell or equivalent) Intel Core i5, 13 th Generation, 8GB RAM, 512 GB SSD, 15.6-inch full HD (FHD), windows 11 pro (licensed), warranty period 1-2 years.	25



4. Financial Proposal

Name of Bidder _____

No	Items with specification	Quantity	Amount in Rs.
01.	Laptop (HP/Dell or equivalent) Intel Core i5, 13 th Generation, 8GB RAM, 512 GB SSD, 15.6-inch full HD (FHD), windows 11 pro (licensed), warranty period 1-2 years.	25	

1. In case of over writing/cutting/use of Blanco is found in the Financial Bid document, the bid will be taken as null & void however if the figures are readable and are also duly signed only then, bid will be accepted.
2. The project has to be completed within 30 days after issuance of the work order. In case of delay, a penalty @0.1% of total contract amount for each day of delay will be imposed.
3. The cost must include all applicable taxes, stamp duty (as applicable under Stamp Act 1989) duly stamped on the contract agreement, installation, commissioning, transportation and labor charges.
4. No advance payment; bills are only processed for necessary payment on receipt of certificate of delivery/satisfaction from IT Division.
5. Bid security: Rs.240,000/- of the Total Amount will be submitted with the tender document as bid security in shape of Pay Order/Demand Draft /Bank Guarantee in favor of Bank of AJK.
6. The successful bidder will be the one whose total sum of cost is the most advantageous. As it is package tender, so no partial lowest cost will be considered for award of any work.
7. The tender will be considered cancelled if the contract agreement/performance security after due signature are not submitted with Establishment Section Credit Administration Division after 07 days of issuance of LOA.
8. In case financial bids are the same, the successful bidder will be the one who has acquired more marks in the technical evaluation.
9. Qualified company/firm will also be bound to sign a bond/undertaking that in case of any observation arising in respect of quality of the items within the period, the bidder/contractor will be liable to address it at his own cost, non-compliance of the same will result into initiation of a case against the bidder/contractor for non-commitment.



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10. All terms & conditions of the Contract Agreement (Annexure "G") are part of tender document.
11. Deviation from the specs of the scope will also be taken as penalty, where the supplier will be asked to provide the material or supplies as per the scope of work specification. If the same is not followed within given time, the amount equivalent to the cost of the job will be deducted from the final payment of the supplier and the job will be performed by the bank's own resources, here supplier will also be liable to penalty of 05 marks in marking performa in each deviation committed.
12. The tender will stand cancelled if any of the given condition of the tender is not met in strictly as per the requisite of the tender document.

We, hereby accept all the terms and conditions as given above.

(Signature of bidder with name, Designation and Company Seal)

Dated: _____



5 Conditions of Contract

5.1 General conditions of Contract

The complete general conditions of the contract are applicable

5.2 Special conditions of contract

The following Special Conditions of Contract shall supplement/alter the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract.

5.2.1 Definitions

In this contract, the following terms shall be interpreted as indicated:

'Applicable Law' means the AJK Public Procurement Act 2017 and the AJK Public Procurement Rules 2017.

"Procuring Agency" or "PA" means BAJK.

"Contract" means the Contract signed by the Parties and all the attached documents listed in its Clause 1 that is General Conditions (GC), and the Special Conditions (SC).

"Contract Price" means the price to be paid for the performance of the Services.

"Effective Date" means the date on which this Contract comes into force.

"GC" mean these General Conditions of Contract.

"Government" means the Government of AJK.

"Currency" means Pak Rupees.

"Member" means any of the entities that make up the joint venture/consortium/association, and **"Members"** means all these entities.

"Party" means the PA or the Contractor, as the case may be, and **"Parties"** means both of them.

"Personnel" means persons hired by the Contractor or by any Sub- Contractors and assigned to the performance of the Services or any part thereof.

"SC" means the Special Conditions of Contract by which the GC may be amended or supplemented.

"Services" means the services to be performed by the Contractor pursuant to this Contract, as described in the scope of services.

"In writing" means communicated in written form with proof of receipt.



5.2.2 Law Governing Contract

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the laws of the Azad Jammu and Kashmir.

5.2.3 Notice

1. Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made 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 SC.
2. A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified in the SC.

5.2.4 Authorized Representative

Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the BAJK or the Supplier may be taken or executed by the officials.

5.2.5 Taxes and Duties

The Supplier, Sub-Suppliers, and their Personnel shall pay such direct or indirect taxes, duties, fees, and other impositions levied under the Applicable Law as specified in the SC, the amount of which is deemed to have been included in the Contract Price.

5.2.6 Effectiveness of Contract

This Contract shall come into effect on the date the Contract is signed by both Parties. The date the Contract comes into effect is defined as the Effective Date.

5.2.7 Expiration of Contract

Unless terminated earlier pursuant to Clause GC 5.1.17 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SC.

5.2.8 Modifications or Variations

Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, 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.

5.2.9 Force Majeure

The failure on the part of the parties to perform their obligation under the contract will not be considered a default if such failure is the result of natural calamities, disasters and circumstances beyond the control of the parties.



5.2.9.1 No Breach of Contract

The failure of a Party to fulfil any of its obligations under the contract 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 (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the Occurrence of such an event.

5.2.9.2 Extension of Time

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.

5.2.10 Termination

5.2.10.1 Termination by BAJK

The BAJK may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (e) of this Clause GC 5.2.10.1. In such an occurrence the BAJK shall give a not less than thirty (30) days' written notice of termination to the Supplier, and sixty (60) days' in the case of the event referred to in (e).

- a) If the Supplier does not remedy the failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the BAJK may have subsequently approved in writing;
- b) If the Supplier becomes insolvent or bankrupt;
- c) If the Supplier, in the judgment of the BAJK has engaged incorrupt or fraudulent practices in competing for or in executing the Contract;
- d) If, as the result of Force Majeure, the Supplier(s) are unable to perform a material portion of the Services for a period of not less than sixty (60) days; and
- e) If the BAJK, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

5.2.10.2 Termination by the Supplier

The Suppliers may terminate this Contract, by not less than thirty (30) days written notice to the BAJK, such notice to be given after the occurrence of any of the events specified in paragraphs (a) to (b) of this Clause GC 5.2.10.2

- a) If the BAJK fails to pay any money due to the Supplier pursuant to this Contract without Suppliers fault.
- b) If, as the result of Force Majeure, the Supplier is unable to perform a material portion of the Services for a period of not less than sixty (60) days.



5.2.10.3 Payment upon Termination

Upon termination of this Contract pursuant to Clauses GC 5.2.10.1 or GC 5.2.10.2, the BAJK shall make the following payments to the Supplier:

- a) Payment for Services satisfactorily performed prior to the effective date of termination;
- b) except in the case of termination pursuant to paragraphs (a) through (e), of Clause GC 5.2.10.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel and their eligible dependents.

5.2.11 Good Faith

The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

5.2.12 Settlement of Disputes

5.2.12.1 Amicable Settlement

The Parties agree that the avoidance or early resolution of disputes is crucial for a smooth execution of the Contract and the success of the assignment. The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

5.2.12.2 Arbitration

If the BAJK and the Supplier fail to amicably settle any dispute arising out of or in connection with the Contract within ten (10) days of commencement of such informal negotiations, the dispute shall be referred to arbitration of two arbitrators, one to be appointed by each party, in accordance with the Arbitration Act, 1920. Venue of arbitration shall be Muzaffarabad, AJK and proceedings of arbitration shall be conducted in English.

5.2.13 Data Ownership

The data in the implemented Computer System shall at all times remain the exclusive property of BAJK. The Supplier is hereby required to transfer all necessary passwords, access codes or other information required for full access to the data to BAJK upon successful commissioning of the Computer System and should not be available to any other party including the employees of the supplier.

5.2.14 Obligations of the Bidder

The bidder shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The bidder shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the BAJK, and shall at all times support and safeguard the BAJK legitimate interests in any dealings with Sub-Suppliers or third Parties.



5.2.14.1 Conflict of Interest

The Supplier shall hold the BAJK's interest's paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.

5.2.14.2 Confidentiality

Except with the prior written consent of the BAJK, the Supplier and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Supplier and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services.

5.2.15 Performance Security

The amount of performance security shall be five (5 %) percent of the Contract Price

2.7.16 Payment

The payment to be made to the bidder under this contract shall be made in accordance with the payment schedule as shall be agreed between BAJK and the bidder/supplier. Payment schedule is mentioned in section 2.7.9 of this TD.

5.2.17 Price

Schedule of prices shall be as fixed in the Contract.



Annexure "A"

BID FORM

Dated: _____

To,
Divisional Head CAD
Bank of AJK
Head Office, Sardar Nazir Plaza, Gojra Bypass Road,
Muzaffarabad, AJK
Email: dh_cad@bankajk.com

Having examined the bidding documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer, in conformity with the said bidding documents for the sum of currency _____ [total bid amount in words and figures].

We undertake, if our Bid is accepted, [to provide work/related service], that will be in accordance with the terms defined in the proposal and /or contract.

If our Bid is accepted, we will obtain the Bank Guarantee in a sum equivalent to five percent (5%) of the Contract Price for the due performance of the Contract, in the form prescribed by BAJK.

We agree to abide by this Bid for a period of one hundred twenty (120) days from the date fixed for Bid Opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid and to contract execution if we are awarded the contract, are listed below:

Name & Address of Agent

Amount and Currency

(If none, state none)



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We understand that you are not bound to accept the lowest or any bid you may receive.
Dated this _____ day of _____ 2025.

[Signature]

[In the Capacity of]

Duly authorized to sign Bid for and on behalf of _____



BID SECURITY FORM

Whereas [name of the Bidder] has submitted its bid dated [date of submission of bid] for:

-

KNOW ALL PEOPLE by these presents that WE [name of bank] of [name of country], having our registered office at *address of bank+ (hereinafter called "the Bank"), are bound unto BAJK (hereinafter called "the Purchaser") in the sum of for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this _____ day of _____ 2025.

THE CONDITIONS are:

1. If the Bidder withdraw its Bid during the period of bid validity specified by the Bidder on the Bid Form;
2. If the Bidder, having been notified of the acceptance of its Bid by the BAJK during the period of bid validity:
 - a. fails or refuses to execute the Contract, if required; or
 - b. fails or refuses to furnish the performance security, in accordance with the Instructions to Bidders;

We undertake to pay to the Purchaser up to the above amount upon receipt of its written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including twenty eight (28) days after the period of bid validity and any demand in respect thereof shall reach the Bank not later than the above date.

[Signature and Seal of the Bank]



PERFORMANCE SECURITY FORM

To,
Divisional Head CAD
Bank of AJK
Head Office, Sardar Nazir Plaza, Gojra Bypass Road,
Muzaffarabad, AJK
Email: dh_cad@bankajk.com

WHEREAS *name of Contractor + (hereinafter called "Supplier" or "Contractor") has undertaken, in pursuance of Contract No. _____ [reference number of the contract] dated _____ 2025 to _____ *details of task to be inserted here+ (hereinafter called "the Contract").

AND WHEREAS we have agreed to give the Supplier / Contractor guarantee as required pursuant to the budding document and the contract:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier / Contractor, up to a total of [amount of the guarantee in words and figures], and we undertake to pay you, upon your first written demand declaring the Supplier / Contractor to be in default under the Contract and without cavil or argument, any sum or sums within the limits of [amount of guarantee] as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the _____ day of _____ 2025

Signature and Seal of the Guarantors

Name of Bank

Address

Date



INTEGRITY PACT

Declaration of Fees, Commissions and Brokerage etc. Payable by the Supplier of Services Pursuant To AJK Public Procurement Rules Act, 2017

_____ [the Contractor] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of AJK (GoAJK) or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GoAJK) through any corrupt business practice.

Without limiting the generality of the foregoing, [the Contractor] represents and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside AJK/Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, Contractor, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoAJK, except that which has been expressly declared pursuant hereto.

[The Contractor] certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with GoAJK and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty. [The Contractor] accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to GoAJK under any law, contract or other instrument, be voidable at the option of GoAJK.

Notwithstanding any rights and remedies exercised by GoAJK in this regard, [the Contractor] agrees to indemnify GoAJK for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoAJK in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by *the Contractor + as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoAJK.

For and on Behalf of:

Signature: _____
Name: _____
CNIC: _____



11. SCHEDULE OF OPENING & SUBMISSION OF BID

For details refer to notification hoisted on BAJK website (www.bankajk.com) and AJK PPRA website (www.ajkppra.gov.pk) on the subject matter.



FORM OF CONTRACT

This Mutual Non-Disclosure Agreement ("Agreement") is made and entered into between Bank of AJK, and * Contractor Name+, individually referred to as a 'Party' and collectively referred to as the 'Parties'. The Parties wish to exchange Confidential Information (as defined below in Section 2) for the following purpose(s):

- a. To evaluate whether to enter into a contemplated business transaction; and
- b. If the Parties enter into an agreement related to such business transaction, to fulfil each Party's confidentiality obligations to the extent the terms set forth below are incorporated therein (the "Purpose").

The Parties have entered into this Agreement to protect the confidentiality of information in accordance with the following terms:

1. The Effective Date of this Agreement is _____ 2025.
2. In connection with the Purpose, a Party may disclose certain information it considers confidential and/or proprietary ("Confidential Information") to the other Party including, but not limited to, tangible, intangible, visual, electronic, present, or future information such as:

- Trade secrets;
- Financial information, including pricing;
- Technical information, including research, development, procedures, algorithms, data, designs, and know-how;
- Business information, including operations, planning, marketing interests, and products;
- The terms of any agreement entered into between the Parties and the discussions, negotiations and proposals related thereto; and
- Information acquired during any facilities tours.

3. The Party receiving Confidential Information (a "Recipient") will only have a duty to protect Confidential Information disclosed to it by the other Party ("Discloser"):

- If it is clearly and conspicuously marked as "confidential" or with a similar designation;
- If it is identified by the Discloser as confidential and/or proprietary before, during, or promptly after Presentation or communication; or



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- If it is disclosed in a manner in which the Discloser reasonably communicated, or the Recipient should reasonably have understood under the circumstances, including without limitation those described in Section 2 above, that the disclosure should be treated as confidential, whether or not the specific designation "confidential" or any similar designation is used.

4. A Recipient will use the Confidential Information only for the Purpose described above. A Recipient will use the same degree of care, but no less than a reasonable degree of care, as the Recipient uses with respect to its own information of a similar nature to protect the Confidential Information and to prevent:

- Any use of Confidential Information in violation of this agreement; and/or

- Communication of Confidential Information to any unauthorized third parties. Confidential Information may only be disseminated to employees, directors, agents or third party contractors of Recipient with a need to know and who have first signed an agreement with either of the Parties containing confidentiality provisions substantially similar to those set forth herein.

5. Each Party agrees that it shall not do the following, except with the advanced review and written approval of the other Party:

- Issue or release any articles, advertising, publicity or other matter relating to this Agreement (including the fact that a meeting or discussion has taken place between the Parties) or mentioning or implying the name of the other Party; or

- Make copies of documents containing Confidential Information.

6. This Agreement imposes no obligation upon a Recipient with respect to Confidential Information that:

- Was known to the Recipient before receipt from the Discloser;

- Is or becomes publicly available through no fault of the Recipient;

- Is independently developed by the Recipient without a breach of this Agreement;

- Is disclosed by the Recipient with the Discloser's prior written approval; or

- Is required to be disclosed by operation of law, court order or other governmental demand ("Process"); provided that

I. The Recipient shall immediately notify the Discloser of such Process; and

II. The Recipient shall not produce or disclose Confidential Information in response to the Process unless the Discloser has:



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- Requested protection from the legal or governmental authority requiring the Process and such request has been denied,
- Consented in writing to the production or disclosure of the Confidential Information in response to the Process, or
- Taken no action to protect its interest in the Confidential Information within 14 business days after receipt of notice from the Recipient of its obligation to produce or disclose Confidential Information in response to the Process.

- 7 EACH DISCLOSER WARRANTS THAT IT HAS THE RIGHT TO DISCLOSE ITS CONFIDENTIAL INFORMATION. NO OTHER WARRANTIES ARE MADE. ALL CONFIDENTIAL INFORMATION DISCLOSED HEREUNDER IS PROVIDED "AS IS".
- 8 Unless the Parties otherwise agree in writing, a Recipient's duty to protect Confidential Information expires *YEARS+ from the date of disclosure. A Recipient, upon Discloser's written request, will promptly return all Confidential Information received from the Discloser, together with all copies, or certify in writing that all such Confidential Information and copies thereof have been destroyed. Regardless of whether the Confidential Information is returned or destroyed, the Recipient may retain an archival copy of the Discloser's Confidential Information in the possession of outside counsel of its own choosing for use solely in the event a dispute arises hereunder and only in connection with such dispute.
- 9 This Agreement imposes no obligation on a Party to exchange Confidential Information, proceed with any business opportunity, or purchase, sell, license and transfer or otherwise make use of any technology, services or products.
- 10 Each Party acknowledges that damages for improper disclosure of Confidential Information may be irreparable; therefore, the Injured Party is entitled to seek equitable relief, including injunction and preliminary injunction, in addition to all other remedies available to it.
- 11 This Agreement does not create any agency or partnership relationship. This Agreement will not be assignable or transferable by Participant without the prior written consent of the other party.
- 12 This Agreement may be executed in two or more identical counterparts, each of which shall be deemed to be an original including original signature versions and any version transmitted via facsimile and all of which taken together shall be deemed to constitute the agreement when a duly authorized representative of each party has signed the counterpart.



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13 This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes any prior oral or written agreements, and all contemporaneous oral communications. All additions or modifications to this Agreement must be made in writing and must be signed by the Parties. Any failure to enforce a provision of this Agreement shall not constitute a waiver thereof or of any other provision.

**Bank of AJK
Registered Address:**

Name: _____

Signature: _____

Title: _____

Date: _____

**Company Name:
Registered Address:**

Name: _____

Signature: _____

Title: _____

Date: _____



12. CONTRACT AGREEMENT

THIS AGREEMENT is entered into at Muzaffarabad
On this the ____ day of _____, 2025

BETWEEN

M/S. _____, having its principal place of business
at

_____, (hereinafter referred to as "supplier",
which

expression shall be deemed to mean and include its successors-in-interest and assigns) of the
First Part;

AND

BANK of AJK, a banking company incorporated under the laws of AJK and having its Head
office at Chatter, Muzaffarabad Azad Kashmir. (Hereinafter referred to as "THE BANK", which
expression shall be deemed to mean and include its successors-in-interest and assigns) of the
Second Part.

WHEREAS:

"THE BANK" intends to acquire the services of "Supplier" for Purchase of 25 Laptops and
supplier agrees to provide the following services to the bank, as per tender opening date
_____, along with Price Schedule mentioned in Financial Proposal which is
attached herewith and marked as Annexure-A:

The terms and conditions are as follows:

Terms & Conditions:

- All terms and conditions of the tender document will remain part of this agreement.
- The Contractor shall complete the project with all respect within the stipulated time period
from the date of issuance of work order.
- The project has to be completed within 30 days after issuance of the work order. In case of
delay, a penalty @0.1% of total contract amount for each day of delay will be imposed.
- In the event of the default on the part of the supplier, in the performance of any condition
of the contract/tender or delay in completion of the project even after the stipulated time
period i.e. 30 days, it shall be lawful for the Bank to forfeit the performance security and or



TENDER DOCUMENT- Purchase of 25 Laptops

cancel the contract. Decision of the Bank will be final and will be legal binding on the Contractor.

- The Contractor also undertakes to bear all kind of taxes i.e. Stamp duty/ Services Charges/Professional Tax / Sales Tax Invoice, Income Tax, Zila / Octroi Tax (if any) and all other incidental charges etc., up to the place of destination.

- The Bank reserves the right to test/check the goods to ensure that it is provided as per specification in the tender document. For any discrepancies, at the time of supply or later, the Bank reserve the right to forfeit full performance security and cancel the tender and initiate the process for blacklisting of the Contractor. The decision of the Bank shall be final and binding upon the Contractor.

- The cost must include all taxes, fixing, and labor including delivery charges.

- Contractor binds/undertakes that in case of any observation arising in respect of quality/performance of the goods within the warranty period, the supplier will be liable to address it at his own cost within 24 hours. Non-compliance of the same will result into initiation of a case against the company for non-commitment and forfeiting of performance security or any other action as deemed necessary.

- Any notice, request or consent required or permitted to be given or made pursuant to this agreement shall be in writing. Any such notice, request or consent shall be deemed to have been given or made 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 given address.

- A party may change its address for notice by giving a notice to the other Party in writing of such change.

Performance Guarantee:

05% of the total tender amount will be retained by the Bank as "Performance Security" and will be returned to the Contractor after 01 year of completion of project, to cover the defects liability period.

Authorized Representative:

- Any action required or permitted to be taken, and any document required or permitted to be executed under this agreement by the Bank or the Contractor may be taken or executed by the officials.

Termination of Agreement by the Bank:

- If the Contractor, in the judgment of the Bank has engaged in corrupt or fraudulent practices in competing for or in executing the Agreement.



TENDER DOCUMENT- Purchase of 25 Laptops

- If, as the result of Force Majeure, the Contractor is unable to perform a material portion of the Services for a period of not less than thirty (30) days; and

- If the Bank, in its sole discretion and for any reason whatsoever, decided to terminate this Agreement.

- If two (2) unsatisfactory letters/emails are issued by the Bank for unsatisfactory performance by the supplier.

Good Faith:

- The Parties undertake to act in good faith with respect to each other's rights under this agreement and to adopt all reasonable measures to ensure the realization of the objectives of this agreement.

Settlement of Disputes:

- The Parties agree that the avoidance or early resolution of disputes is crucial for a smooth execution of the Agreement and the success of the assignment. The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with the Agreement or its interpretation.

- If Parties fail to amicably settle any dispute arising out of or in connection with the Agreement within (10) days of commencement of such informal negotiations, the dispute shall be referred to arbitration of two arbitrators, one to be appointed by each party, in accordance with the Arbitration Act, 1940. Venue of arbitration shall be Muzaffarabad, AJK and proceedings of arbitration shall be conducted in English.

Conflict of Interest:

- The Contractor shall hold the Bank's interest's paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.

In witnesses hereunder both the parties have set their hands on the day and year above first mentioned:

Supplier Signature: _____

Witness Signature:

Name: _____

Name:

Designation: _____

Designation:



TENDER DOCUMENT- Purchase of 25 Laptops

Company Name: _____

Address:

Address: _____

Stamp: _____

Supplier Signature: _____

Witness Signature:

Name: _____

Name:

Designation: _____

Designation:

Company Name: _____

Address:

Address: _____

Stamp: _____



13. UNDERTAKING/AFFIDAVIT

Annexure "I"

To be typed on Rs.100/- Stamp Paper

**AFFIDAVIT / DECLARATION
(AS REQUIRED BY THE STATE BANK OF PAKISTAN THROUGH
BPRD CIRCULAR NO.13, DATED DECEMBER, 11, 2014)**

I, _____ S/o _____
Proprietor/Authorized

CEO/Representative of M/s _____, having NTN # _____

holding CNIC # _____, do hereby state on solemn affirmation as

Under:-

1. That the above-named firm/company has not been adjudged an insolvent from any Court of law.
2. That no execution of decree or order of any Court remains unsatisfied against the firm/company.
3. That the above-named firm/company has not been compounded with its creditors.
4. That my/our firm/company has not been convicted of a financial crime.
5. The firm/company has neither been blacklisted nor in any conflict with government agency in the territory of AJK or Pakistan.
6. The firm/company is not engaged in any arbitration with any government entity.

City: _____

Dated. _____

DEPONENT

(PROPRIETOR / REPRESENTATIVE)/DIRECTOR

Solemnly affirmed and stated by the above named deponent, personally, before me, on this _____ day of _____ 2025, who has been identified as per his CNIC.

COMMISSIONER FOR TAKING AFFIDAVIT

