

Government of the Punjab

Supply and Commissioning of Laptop Computers throughout the Province of Punjab

Open Competitive Bidding

Advertised on

Bidding Documents

Project Directorate, IT Labs Project
15 Justice Sardar Iqbal Road Off Zafar Ali Road
Gulberg-V, Lahore

Bidder's Signature and Stamp

Project Directorate, IT Labs Project,
15 Justice Sardar Iqbal Road, Off-Zafar Ali Road,
Gulberg V, Lahore.

Table of Contents

Acronyms and Definitions	6
Short Titles used in the Bidding Documents.....	9
<i>Applicability Of Punjab Procurement Rules, 2009</i>	11
IMPORTANT NOTE:.....	12
Bidding Notice	13
Checklist for enclosures	14
1. Introduction	16
3. Bidding Eligibility Criteria.....	19
3(i) Special Conditions for the Consortium Bidders and Foreign Companies.....	22
4. Evaluation Criteria	24
4a. <i>Bid Evaluation Criteria</i>	24
4b. <i>Evaluation Criteria:</i>	25
5. Instructions to the Bidder	31
5.1 General Instructions	31
5.2 Language of the Bid	32
5.3 Bid Currency	32
5.4 Letter of Authorization.....	32
5.5 Clarifications and Amendments	32
5.6 Contacting Bid Inviting Authority and redress of grievances.....	33
5.7 Force Majeure	34
5.8 Arbitration	35
6. Bidding Cost and Bid Security.....	36
6.1 Cost of Bidding.....	36
6.2 Bidding Documents Fee	36
6.3 Bid Security (BS)	36
7. Sample Laptop Computer Testing.....	37
8. Bid Preparation and Submission	38
8.1 Technical Proposal (Envelope-A).....	39
8.1.1 Bid Preparation.....	39

Bidder's Signature and Stamp

8.1.2 Details to be furnished in the Technical Proposal.....	39
8.1.3 Signing the Bid.....	41
8.1.4 Sealing the Bid	41
8.2 Financial Proposal (Envelope-B)	42
8.2.1 Details to be furnished.....	42
8.2.2 Signing the Bids	43
8.2.3 Sealing the Bid	43
8.3 Outer Cover	43
8.4 Mode of Submission of Bids	43
8.5 Modification and withdrawal of Bids.....	44
9. Bid Opening	44
9.1 Technical Proposal Opening	44
9.2 Bid Validity	44
9.3 Initial Scrutiny	45
9.4 Clarifications by the Project Directorate, IT Labs Project	46
10. Bid Evaluation and Award of Contract	46
10.1 Suppression of facts and misleading information.....	46
10.2 Technical Proposal Evaluation.....	47
10.3 Financial Proposal Evaluation	47
10.4 Award of Contract	48
10.5 Project Directorate, It Labs Project reserves the right to:	48
11. Execution of Work	49
11.1 Acceptance of the Bid	49
11.2 Letter of Acceptance (LOA)	50
11.3 Payment of Performance Guarantee (PG).....	50
11.4 Execution of Agreement.....	50
11.5 Establishing Local office in Lahore	51
11.6 Purchase Order	51
11.7 Refund of Bid Security (BS)	51
11.8 Delivery Schedule	51

Bidder's Signature and Stamp

11.9 Release of Performance Guarantee (PG).....	52
11.10 Termination of Contract	52
11.1 0.1 Termination for default	52
11.1 0.2 Termination for Insolvency	53
11.1 0.3 Termination for Convenience.....	53
12. Supply and Commissioning	54
12.1 Onsite Inspection (Delivery Sites)	54
12.1.1 For the Laptop Computers Manufactured out of Pakistan	54
12.2 Packing and Storage	54
12.2.1 Packaging	54
12.4 Delivery of the Laptop Computers.....	55
12.5 Insurance	57
12.6 Acceptance	57
12.7 Billing.....	57
12.8 Service Centres.....	58
12.9 Support Services.....	58
13. Warranty.....	59
14. Traceability of Laptop Computers supplied.....	59
15. Liquidated Damages.....	60
16. Payment Terms.....	62
17. Minimum Technical Specifications	63
18. Tentative Specification for Laptop Computer Backpack	64
19. Carton Box Printing Contents	66
20 .Testing Format & Pattern	68
21. Details of Items and Quantity.....	74
22. Technical Proposal (Envelope-A)	75
1 Profile of the Bidder	75
2 Bid Security.....	76
3 Furnish details for meeting the Eligibility Criteria	76
1) Details about Incorporation/Registration.....	76

Bidder's Signature and Stamp

2) Details about Manufacturing.....	77
3) Details about Total Assets	77
4) Details about Net Income.....	77
5) Details about Working Capital.....	78
6) Detail about Income Tax.....	78
7) Detail about Annual Sales.....	78
8) Detail about Computer Hardware Projects	79
9) Detail of Tax Waivers for the Education Projects from FBR Pakistan	79
10) Details about HR requirements	79
11) Details about Manufacturing Capacity if any of the Bidder	80
12) Details about Sales Capacity of the Principal in Laptops	80
13) Details about Sales Capacity of the Bidder in Computer Hardware.....	80
18) Details about the Quality Certification/ Standard conformance (all certifications as required in mandatory conditions of bid evaluation criteria.	81
19) Details about the Blacklisting	82
20) Existing Offices/ Branches in the Province of the Punjab	83
Appendix-1 Bidder's undertaking covering letter.....	85
Appendix 2 CERTIFICATE AS TO AUTHORISED SIGNATORIES	87
Appendix-3 Manufacturer's Authorisation	88
Appendix-4 Model Form of Contract.....	89
Financial Proposal (Envelope-B)	102

Bidder's Signature and Stamp

Acronyms and Definitions

Sr #	Parameter	Details
1	DDR3 RAM	Double Data Rate type three synchronous dynamic random access memory
2	Intel	Intel Corporation is an American technology company, and the world's largest semiconductor chip maker
3	SXGA	SXGA is an acronym for Super extended Graphics Array referring to a standard monitor resolution of 1280×1024 pixels. This display resolution is the "next step" above the XGA resolution.
4	SATA	Serial Advanced Technology Attachment is a computer bus interface for connecting host bus adapters to mass storage devices such as hard disk drives and optical drives
5	DVD-RW	Digital Versatile/Video Disc – Rewritable
6	USB	Universal Serial Bus (USB) is a specification to establish Communication between devices and a host controller (usually a personal computer), which has effectively replaced a variety of earlier interfaces such as serial and parallel ports.
7	VGA	Video Graphics Array (VGA) refers specifically to the display hardware
8	RJ-45	RJ45 is a type of registered jack. As a registered jack, telephone RJ45 specifies the physical male and female connectors as well as the pin assignments of the wires in a telephone cable.
9	PCMCIA	Short for <i>Personal Computer Memory Card International Association</i> , and pronounced as separate letters, PCMCIA is an organization consisting of some 500 companies that has developed a standard for small, credit card-sized devices, called <i>PC Cards</i> . Originally designed for adding memory to portable computers, the PCMCIA standard has been expanded several times and is now suitable for many types of devices. There are in fact three types of PCMCIA cards. All three have the same rectangular size (85.6 by 54 millimeters), but different widths
10	PCI Express Slot	PCI Express (Peripheral Component Interconnect Express), officially abbreviated as PCIe, is a computer expansion card standard designed to replace the older PCI, PCI-X, and AGP bus standards
11	10/100/1000 Standard Ethernet LAN	10/100/1000 refers to Ethernet adapters or switch ports that support three different transfer rates on the same port. The three speeds supported are 10BASE-T, 100BASE-TX, and 1000BASE-T, running at 10 Mbit/s, 100 Mbit/s, and 1000 Mbit/s (1 Gbit/s), respectively

Bidder's Signature and Stamp

12	Wireless 802.11 a/b/g/n	(A) 802.11a Frequency- 5 GHz Typical Data Rate - 23 Mbit/s Max Data rate – 54 Mbit/s Range – 115 feet
		(B) 802.11b Frequency - 2.4 GHz Typical Data Rate - 4.5 Mbit/s Max Data rate – 11 Mbit/s Range - 115 feet
		(G) 802.11g Frequency - 2.4 GHz Typical Data Rate – 19 Mbit/s Max Data rate - 54 Mbit/s Range – 125 feet
		(N) 802.11n Frequency - 5GHz and/or 2.4GHz Typical Data Rate - 74 Mbit/s Max Data rate - 300 Mbit/s (2 streams) Range – 230 feet
13	Li-Ion	A lithium-ion battery (sometimes Li-ion battery or LIB) is a family of rechargeable battery types in which lithium ions move from the negative electrode to the positive electrode during discharge, and back when charging.
14	ROHS	Restriction of Hazardous Substances Directive or RoHS. This directive restricts the use of six hazardous materials in the manufacture of various types of electronic and electrical equipment Lead (Pb) Mercury (Hg) Cadmium (Cd) 6+ Hexavalent chromium (Cr) Polybrominated biphenyls (PBB) Polybrominated diphenyl ether (PBDE)
15	Energy Star	Energy Star is an international standard for energy efficient Consumer products originated in the United States of America. It was first created as a United States government program during the early 1990s
16	CE Certification	CE marking (also known as CE mark) is a mandatory conformance mark on many products placed on the market in the European Economic Area (EEA). With the CE marking on a product the manufacturer ensures that the product is in conformity with the essential requirements of the applicable EC directives. The letters "CE" stand for "Conformité Européenne" ("European Conformity").
17	FCC	FCC Certification, also known as the United States Federal Communications Certification

Bidder's Signature and Stamp

18	EPEAT	Electronic Product Environmental Assessment Tool (EPEAT)
19	UL Certification	Underwriters Laboratories Inc. (UL) is an independent product safety certification organization. Established in 1894, the company has its headquarters in Northbrook, Illinois. UL develops standards and test procedures for products, materials, components, assemblies, tools and equipment, chiefly dealing with product safety.

Bidder's Signature and Stamp

Project Directorate, IT Labs Project,
15 Justice Sardar Iqbal Road, Off-Zafar Ali Road,
Gulberg V, Lahore.

Short Titles used in the Bidding Documents

1.	Bidder	Bidder means a legally registered person, party or consortium of parties under the relevant law who makes a formal in pursuance of Invitation to Bid
2.	Successful Bidder	Successful Bidder means the Bidder or consortium of bidders who becomes successful through the Bidding process.
3.	Day	A day means a calendar day
4.	Service Centre	Service Centre means the Centre or place, wherein the Bidder, inter-alia undertakes and performs the service activities relating to the Laptop Computers indicated in the Bid and shall include a Direct service centre or Authorised service centre.
5.	Authorised Service Centre	Authorised Service Centre means a Service Centre run by the Bidder through another party by entering into a valid commercial agreement.
6.	Testing Agency	Testing Agency/Committee notified for the purpose of sample Laptop Computer and accessories testing, on site testing/inspection before Acceptance of the Delivery.
7.	Call Centre	Call Centre means the Centre or the Place wherein the Bidder shall make arrangements to receive complaints/service calls from the customer/students and institutions
8.	Cost/Price	Cost means the total cost to be incurred towards the purchase of Laptop Computers sets, on site delivery, testing/inspection and also charges to be incurred towards maintenance and warranty of Laptop in the warranty period and setting up of hot spots in the designated institutions.
9.	Delivery	Means supply of the specified quantity or package of laptop computers and accessories at the indicated site/place or institution
10.	Acceptance	Means Receipt by the Authorized person/institution/authority of the specified quantity or package of laptop computers and accessories at the indicated site/place or institution after testing / test/inspection report certified by the Higher Education Department, Government of the Punjab
11.	Institution	Means indicated/designated public sector state run college, university, board or any institution of the Government of the Punjab
12.	Purchaser	Purchaser means the Higher Education Department, Government of the Punjab acting through Project Directorate, IT Labs Project, for whom the procurement is made through this Bidding.

Bidder's Signature and Stamp

13.	Project Directorate, IT Labs Project	Procuring agency on behalf of the Higher Education Department, Government of the Punjab
14.	Commissioning	Commissioning means the Laptop would have to be switched on and the functioning and specifications as per criteria and standards mentioned in the Bidding Documents or to be developed by the Testing Agency have to be tested/inspected in the presence of the acceptance team to be constituted by Higher Education Department and establishment of Internet Hot Spots of 4 Mbps premium bandwidth inclusive of requisite equipment to provide Wi-Fi connection for range of 100 meters radius at the indicated place at the designated institutions free of cost for the period of one year
15.	End user	End user means the person/student to whom the Laptop is actually delivered for use and who will be entitled to demand of after sales services as per Contract.
16.	District/Districts	36 districts of the province of the Punjab
17.	Contract	Means an agreement signed between the Purchaser and the Successful Bidder

Bidder's Signature and Stamp

Project Directorate, IT Labs Project,
15 Justice Sardar Iqbal Road, Off-Zafar Ali Road,
Gulberg V, Lahore.

Applicability Of Punjab Procurement Rules, 2009

This Bidding Process will be governed under Punjab Procurement Rules, 2009, as amended from time to time and instructions of the Government of the Punjab received during the completion of the project.

Bidder's Signature and Stamp

Project Directorate, IT Labs Project,
15 Justice Sardar Iqbal Road, Off-Zafar Ali Road,
Gulberg V, Lahore.

IMPORTANT NOTE:

Bidders must ensure that they submit all the required documents indicated in the Bidding Documents without fail. Bids received without, undertakings, valid documentary evidence and supporting documents and the manner for the various requirements mentioned in the Bidding Documents or test certificates are liable to be rejected at the initial stage itself. The data sheets, valid documentary evidences for the critical components as detailed hereinafter should be submitted by the Bidder for scrutiny. The Bidders are required to read the Bidding Documents and applicable laws and submit any objection thereof in writing in the pre-bid meeting failing which no objection shall be entertained regarding the terms and conditions of the Bidding Documents and the Bidding Process at the later stage.

Bidder's Signature and Stamp

Bidding Notice

INVITATION TO BID

The Project Directorate IT Labs Project invites bids for procurement of approximately one hundred thousand (100,000) laptop computers from the interested companies/firms under the scheme titled 'ADVANCEMENT OF INFORMATION TECHNOLOGY AMONGST STUDENTS THROUGH PROVISION OF LAPTOP COMPUTERS'. The bidder must:

1. Be a registered body duly recognisable under the laws of Pakistan.
2. Be registered with FBR for Income Tax and Sales Tax.
3. Not be blacklisted.
4. Not be involved in litigation with any government department, agency organisation etc.
5. Have sufficient financial, technical and human resources to complete the project within prescribed time limit of the finalisation of contract.
6. Enclose Bid Security amounting to 5% of the total cost of bid which should be for 100,000 laptop computers in the form of CDR from a scheduled bank.
7. Submit its bid to Project Directorate, IT Labs Project up to 15-11-2011 at 3 :00 pm.

The bidding documents along with antecedent specifications of the laptop computers can be obtained from Project Directorate, IT Labs Project during office hours on payment of Rs. 10,000 through Bank Challan. The bid evaluation criteria is included in bidding documents. This criteria would also be available at website of IT Labs Project at www.punjabitlabs.edu.pk The procurement shall be made under Punjab Procurement Rules, 2009. The quantity of laptop computers may increase or decrease at the time of final Purchase Order. The bids shall be received up to 3:00 pm on 15.11.2011 and opened in presence of Project Coordination Committee.

Incomplete bids, defective bids, bids not conforming to the bidding documents shall be liable to rejection. Bids received after due time and date shall be summarily rejected. Project Directorate reserves unconditional right to cancel the process at any stage and reject any or all bids without assigning any reason thereof and without being liable for any claim/compensation of any nature whatsoever. In case of any dispute the decision of the Competent Authority shall be final and shall not be challenged.

**ADDITIONAL PROJECT DIRECTOR
PROJECT DIRECTORATE IT LABS PROJECT
SCHOOL EDUCATION DEPARTMENT
15-Justice Sardar Iqbal Road,
Off-Zafar Ali Road, Gulberg V, Lahore.
IPL-12492 Phone No: 042-35775789-90.**

Bidder's Signature and Stamp

Project Directorate, IT Labs Project,
15 Justice Sardar Iqbal Road, Off-Zafar Ali Road,
Gulberg V, Lahore.

Checklist for enclosures

(Bidder should fill up YES or NO without fail)

#	Bid Enclosures	YES or NO
1.	Whether the Bid is submitted in Two covers Technical Proposal and Financial Proposal?	
2.	Whether Two covers are put into an outer cover?	
3.	Whether Technical Proposal (Envelope- A) contains the following	
3.1	Bidder's undertaking covering letter in the Letter Head is signed by the authority, stamped and submitted.	
3.2	Signed and stamped Letter of Authorization or Power of Attorney for signing the Bidding Documents on behalf of the Bidder is submitted.	
3.3	Bidder's undertaking in the Letter Head for the required quantity of the laptop computers, accessories and establishment of minimum number of internet hot spots offered is signed and stamped and submitted.	
3.4	Bidder's undertaking on the Letter Head to the effect that the establishment of minimum number of internet hot spots will be a part of its Corporate Social Responsibility (CSR) and it will have no impact on the cost/price of the quoted laptops is submitted	
3.4	Manufacturer's authorization letter(s), wherever applicable are signed, stamped and submitted	
3.5	All pages of the blank Bidding Documents in full are signed by the authority, stamped and submitted	
3.6	Bid Security (BS) amount as specified in the Bidding Documents is submitted in separate sealed cover.	
3.7	Filled up Technical Proposal is signed by the authority, stamped and submitted	
3.8	All supporting documents for proving the Eligibility Criteria are signed by the authority and stamped in all pages	
	Bidder's undertaking on the Letter Head to the effect that they agree to the Eligibility and Evaluation Criteria are signed, stamped and submitted with the relevant documents	
	A certificate of assurance and guarantee from the Principal Manufacturer that it will ensure production and supply of the laptop computers within the time line specified in the Bidding Documents is submitted	
	A certificate of assurance and guarantee that the Principal Manufacturer that it will ensure its presence in Pakistan through a senior level representation and a registered office for the three years is submitted	
	All the undertakings and certificates wherever required or signed, stamped and submitted	
3.9	Supporting Documents to meet the Eligibility Criteria	
	a) All the supporting documents to meet the Eligibility Criteria as laid down in the Bidding Documents and under Eligibility Criteria are signed by the authority and stamped	

Bidder's Signature and Stamp

	b) Bidder's Certificate of Incorporation/registration or in case of Joint venture or Consortium, Certificate of Incorporation of all the Consortium partners and duly registered agreement of the joint venture or consortium are signed, stamped and submitted	
	c) An undertaking on stamped paper from the joint venture/ consortium partners' that they shall be liable jointly and severally for the execution of the contract in accordance with the contract terms and a statement to this effect shall be recorded in the proposed contract agreement which shall be signed by all partners or their authorized agents.	
	d) For IT and Hardware manufacturing or sales or supply business, attested copies of the relevant income tax, Excise duty returns or Sales Tax Returns for the previous three years are submitted	
	e) Annual Reports including Balance Sheet, Income Statement and Profit & Loss accounts for the previous three audited years along with notes to auditors are submitted. In case of Consortium, Annual Reports including Balance Sheet, Income Statement and Profit & Loss accounts and auditor's notes of all the Consortium partners for the previous three audited years are submitted.	
	f) For laptop computer manufacturing capacity, attested copy of the Manufacturing License, Capacity supported by any legally valid documents is submitted.	
	g) For laptop computer sales, attested copies of the invoices for the sales made or proof of statutory documents like Income Tax, Excise duty returns or Sales Tax Returns or any other legally valid documents are submitted for the previous three years.	
	h) ISO 9001:2008 or higher certificates for manufacturing/management process are enclosed.	
	i) Bidder's undertaking letter to meet the Blacklisting criteria is submitted	
	j) Two sample laptop computers are submitted along with Bid submission without required custom built features such as logo/monogram, Bios printing, etc	
	k) Data sheet dully filled in with relevant annexures , is signed , stamped and submitted along with relevant attested documents	
	l) Evaluation Criteria dully filled up is signed and stamped and submitted with the relevant attested documents	
4.	Whether Financial Proposal (Envelope-B) contains the following	
	a) Filled Financial Proposal with signature and stamp in all pages is submitted	
	b) Whether corrections or overwriting if any is attested?	

Bidder's Signature and Stamp

1. Introduction

Technology plays a pivotal role in improvement of quality of life, wealth creation, economic growth, and transformation in a society. Like industrial revolution, IT revolution has overwhelmed global societies in the world. It has universally influenced different aspects of human life, be it trade, services, manufacturing, government, education, entertainment, culture, defense, communications, research and development etc. Information technology (IT) has transformed human resource development and management all over the world, and its influence on education and learning are undeniably profound.

Pakistan has abundant human resource, but without appropriate education, training and skill development, this resource would remain untapped and under-utilized. It is imperative to nurture this resource in an organized manner and to transform it into a valuable asset for the nation, at a proper time of their education, in such a way that it makes effective contribution to the development and progress of country. IT enablement of human resource will open up tremendous employment opportunities within and out of the country. University and colleges graduates today in Pakistan are poorly prepared to either participate in the creation of new information technologies or to assist in the application of information technology to educational, social and business problems. Linkages between universities and businesses are weak, and businesses have little or no influence over university standards. Resultantly students' access to treasures of knowledge and information on-campus and off-campus world in colleges and universities in Pakistan is below par. The Government of Punjab has embarked on some major initiatives towards promotion of IT knowledge and culture in the province.

As a part of strong interventions of the Government of the Punjab, Higher Education Department intends to implement the scheme titled "*Advancement Of Information Technology Amongst Students Through Provision Of Laptop Computer*" for free distribution of laptop computers to the selected students studying in Government run institutions (Colleges, Universities and top achievers of the Punjab Boards) in all the districts of the province of Punjab as achievement reward to facilitate their learning process, IT enablement and provide them an enabling environment by establishing

Bidder's Signature and Stamp

internet hot spots in these institutions. The distribution is likely to commence from 15th December, 2012. It has been decided to distribute approximately one hundred thousand (100,000) Laptop Computers within four weeks during the year 2011&2012.

The Higher Education Department, Government of the Punjab has entrusted the task of procuring the Laptop Computers under this scheme to Project Directorate, IT Labs Project. The Laptop Computers will be procured in a transparent manner through competitive bidding process following the procedures stipulated in the Punjab Procurement Rules, 2009. The Selected Bidder would be required to supply the required quantity of the laptop computers at the designated institutions and get the equipment tested from the duly authorized Testing Agency/Inspection Committees. The selected Bidder would also be required to set up internet hot spots in the indicated institutions as a part of CSR and provide adequate number of service and repair centers for warranty enforcement.

Accordingly, the Project Directorate, IT Labs Project invites Bids for supply and commissioning of approximately one hundred thousand (100,000) Laptop Computers as per the technical specifications, testing requirements and timeframe given in the Bidding Documents during the current financial year. It should be clearly noted that the word “approximately” is used in the sense that identification and selection of the deserving students is in process and there may be up to 20% up or down variation of the said quantity. However, exact quantity, number and list of the designated institutions would be provided to the successful bidder before signing the contract. The supply and commissioning of laptops may be made by the Successful Bidder in batches or in one go within the specified delivery time of 30 days which shall start from the date of signing of the contract.

The Successful Bidder is expected to coordinate and work closely with the Project Directorate, IT Labs Project, the designated institutions, Punjab Information Technology Board and Higher Education Department, Government of the Punjab which are involved in implementing the project and to ensure its success.

Bidder’s Signature and Stamp

2. Bidding Data Sheet

1.	Bidding Inviting Authority, Designation and Address	Project Manager, Project Directorate, IT Labs Project 15 Justice Sardar Iqbal Road Off Zafar Ali Road Gulberg-IV, Lahore. Phone: 042-357789-90 Fax: 042-35775718
		URL: www.punjabitlabs.edu.pk
2.	a) Name of the Work	Supply and Commissioning of 100,000 Nos. of Laptop computers
	b) Bidding Reference	Advertisement Notice in Daily Dawn dated 28-10-2011.
	c) Place of execution	All 36 Districts of Punjab
3.	a) Bidding Documents available place and due date for obtaining Bidding Documents	On all working days between 9.00 A.M. and 3.00 P.M. up to 15-11-2011 from the Address mentioned above
	b) Cost of Bidding Documents	Rs.10,000/- (Rupees Ten Thousand only) through Bank Challan per set of the Bidding Documents for purchase from the Project Directorate, IT Labs Project
4.	Bid Security (BS)	Five (5) % of the Bid Cost/Price
5.	Pre-Bid meeting date and place	On 04-11-2011 at 09:30 am in the Committee Room of the Project Directorate, IT Labs Project.
6.	Due date for submission of sample Laptop Computers and Accessories including Backpack for Testing	On or before 15-11-2011
7.	Due Date, Time and Place of submission of Bidding Documents	Up to 15-11-2011 at 3.00 P.M. at the address mentioned in (1) above
8.	Date, Time and Place of Bid opening	On 15-11-2011 at 4.00 P.M. at the address mentioned in (1) above
9.	Date, Time and Place of opening of the Financial Proposals	Will be intimated only to the Technically Qualified Bidders

Bidder's Signature and Stamp

3. Bidding Eligibility Criteria

The Bidder(s) should meet the following Eligibility Criteria to participate in the Bidding Process and must enclose documentary proof for fulfilling the eligibility in the Technical Proposal:

#	Minimum Eligibility Criteria	Proof to be submitted for fulfilling the Eligibility Criteria
1.	Bidder should be a Registered/incorporated company in Pakistan and existing for the past three years	a) Certificate of Incorporation/registration should be submitted.
	In case of Consortium/ Joint Venture of Partners, It should not exceed three partners. One of the Consortium partners should be the Prime Bidder. Each partner of the Consortium should be a Registered Company and existing for the past three years. The Prime Bidder must be registered/incorporated in Pakistan and existing for the past three years.	<p>In case of Consortium, all the Consortium partners individually should submit the Certificate of Incorporation/Registration.</p> <p>A consortium/Joint Venture Agreement signed by all the partners must be registered in Pakistan under relevant laws and submitted with the Bid together with the copy of the proposed Agreement.</p> <p>Prime Bidder must be registered/incorporated in Pakistan and existing for the past three years. Proof of registration/incorporation be submitted</p> <p>All partners of the Consortium/JV shall be liable jointly and severally for the execution of the contract in accordance with the contract terms and conditions and a statement to this effect shall be included in the Undertaking to be submitted. The Undertaking should clearly authorize the Prime Bidder to act on their behalf for the entire Bidding Process and execution of the contract.</p>
2.	Bidder should be in the computer hardware manufacturing or sales or supply such as laptops, desktops, servers and networking business for the last three years as on 15/11/2011	Relevant Income Tax, Excise duty returns or Sales Tax Returns for the said period should be submitted.

Bidder's Signature and Stamp

	In case of Consortium, all the Consortium partners should be in the IT business and the Prime Bidder should be in the Computer hardware manufacturing or sales or supply such as laptops, desktops, servers and networking business for the last three years as on 15/11/2011	In case of consortium, relevant Income Tax, Excise duty returns or Sales Tax returns should be submitted.
3.	a) Bidder should have an average Net Income of at least Pak Rs 100 million (or \$ equivalent) in the previous three audited years.	Annual Report including Balance Sheet, Income Statement and Profit & Loss accounts along with auditors' notes for the last three audited years should be submitted.
	b) Bidder should have an average Total Assets of at least Pak Rs 2000 million (or \$ equivalent) in the previous three audited years.	Annual Report including Balance Sheet, Income Statement and Profit & Loss accounts along with auditors' notes for the last three audited years should be submitted.
	c) Bidder should have an average Annual Sale of at least Pak Rs 1000 million (or \$ equivalent) in the previous three audited years.	Annual Report including Balance Sheet, Income Statement and Profit & Loss accounts along with auditors' notes for the last three audited years should be submitted.
	d) Bidder should have an average Working Capital of at least Pak Rs 1000 million (or \$ equivalent) in the previous three audited years.	Annual Report including Balance Sheet, Income Statement and Profit & Loss accounts along with auditors' notes for the last three audited years should be submitted.
	e) Bidder/ Consortium of Bidders should have paid an average income tax at least Pak Rs 15 million (or \$ equivalent) in Pakistan in the previous three audited years.	Annual Report including Balance Sheet, Income Statement and Profit & Loss accounts along with auditors' notes for the last three audited years should be submitted.
	f) In case of Consortium/Joint Venture, the Bidder should have an average Net Income of at least Pak Rs 100 million (or \$ equivalent) and each Consortium partners should individually have had an average Net Income of at least Pak Rs 20 million (or \$ equivalent) in the previous three audited years.	In case of Consortium, Annual Report including Balance Sheet, Income Statement and Profit & Loss accounts of all the Consortium partners for the last three audited years should be submitted.
	g) In case of Consortium/Joint Venture, the Bidder should have an average Total Asset of at least Pak Rs 2000 million (or \$ equivalent) and each Consortium partners should individually have had an average Total Assets of at least Pak Rs 400 million (or \$ equivalent) in the previous three audited years.	In case of Consortium, Annual Report including Balance Sheet, Income Statement and Profit & Loss accounts of all the Consortium partners for the last three audited years should be submitted.

Bidder's Signature and Stamp

	h) In case of Consortium/Joint Venture, the Bidder should have an average Annual Sale of at least Pak Rs 1000 million (or \$ equivalent) and Consortium partners should individually have had an average Annual Sales of at least Pak Rs 200 million (or \$ equivalent) in the previous three audited years.	In case of Consortium, Annual Report including Balance Sheet, Income Statement and Profit & Loss accounts of all the Consortium partners for the last three audited years should be submitted.
	i) In case of Consortium/Joint Venture, the Bidder should have an average Working Capital of at least Pak Rs 1000 million (or \$ equivalent) and Consortium partners should individually have had an average Working Capital of at least Pak Rs 200 million (or \$ equivalent) in the previous three audited years.	In case of Consortium, Annual Report including Balance Sheet, Income Statement and Profit & Loss accounts of all the Consortium partners for the last three audited years should be submitted.
4.	Bidder or consortium Bidder (jointly) should have average Laptop computer manufacturing or supply or sales average capacity of at least 5,000 laptop computers per year in the previous three audited years.	Manufacturing license, partnership or authorized agency of the principal manufacture and or any valid proof including Balance Sheet, Income Statement and Profit & Loss accounts of all the Consortium partners for the last three audited years for manufacturing or procurement, supply/sales and capacity should be submitted.
	The Bidder should have minimum number of 300 employees in Pakistan. In case of consortium, it is applicable to any partner	Valid documentary evidence be submitted
	The Bidder can claim points in evaluation if it has claimed tax or duty exemption/waiver from FBR in some past projects in Pakistan	Valid documentary evidence be submitted
	The Bidder must have registered office/offices in Pakistan. List of offices be submitted. In case of consortium by any partner is applicable	Valid documentary evidence be submitted
	The Bidder must have completed minimum of 5 projects in sales or supply of laptops/PCs/ Servers or Networking in Pakistan. In case of consortium, it is applicable to any partner	Valid documentary evidence be submitted

Bidder's Signature and Stamp

	The Bidder can claim points in evaluation if its Principal/ Principal Manufacturer of the quoted brand which has an average annual sale of at least 50,000 laptops in the last three years.	Valid documentary evidence and a certificate to this effect from the Principal should be submitted.
	The Bidder can claim points in evaluation if its quoted brand if it has international ranking of the top 5 brands of the world.	Valid documentary evidence and a certificate to this effect from the Principal should be submitted.
	The Bidder can claim points in evaluation if its Principal/ Principal Manufacturer of the quoted brand has committed to extend an additional CSR contribution in material shape like more hotspots, proprietary software, etc,	Valid documentary evidence and a certificate/undertaking to this effect from the Principal are submitted.
	The Bidder can claim points in evaluation if it is willing to extend additional warranty and after sales services support on the pattern of the terms and conditions of one year warranty and maintenance services	An undertaking to this effect endorsed by the Principal is submitted
6.	Bidder should have possessed the ISO 9001:2008 or higher certification for the management processes.	Valid ISO 9001:2008 or higher certificate for management processes should be submitted.
	In case of Consortium, the Laptop Computer manufacturer of the Consortium should possess ISO 9001:2008 or higher certification for the manufacturing process.	In case of consortium, valid ISO 9001:2008 or higher certificates for manufacturing process (if any manufacturing bidder is involved) should be submitted.
7.	Bidder should not have been blacklisted by any of the Provincial/ Federal Government or organizations of the State/ Federal Government in Pakistan in the past three years	Necessary Undertaking letter should be furnished.
	In case of Consortium, all or any of the Consortium partners should not have been blacklisted by any of the Provincial/ Federal Government or organizations of the State/ Federal Government in Pakistan in the past three years	In case of consortium, undertaking letter should be submitted by all the consortium partners.

3(i) Special Conditions for the Consortium Bidders and Foreign Companies

- 1) In case of Consortium, it would be sufficient if the Prime Bidder alone makes the remittance of the cost of Bid Documents.

Bidder's Signature and Stamp

- 2) One of the Consortium Partners must be nominated as being Prime Bidder and this authorization shall be evidenced by submitting of full Power of Attorney signed by the legally authorized signatories of all the Partners.
- 3) In case of the successful Bid, the Contract Agreement shall be signed by the Prime Bidder so as to be legally binding on all the partners.
- 4) The Prime Bidder shall be authorized by the Consortium Partners through Power of Attorney to act on their behalf to incur liabilities and receive instructions for and on their behalf for entire execution of the contract and receive payment/payments which shall be done exclusively to the Prime Bidder.
- 5) All Partners of the Consortium shall be liable jointly and severally for the execution of the contract in accordance to the contract terms and a statement to this effect shall be included in the authorization mentioned above as well as in the Bid and in the agreement (in case of successful bid). The Consortium Agreement should indicate precisely the role of the members of the Consortium in respect of the contract.
- 6) Consortium Agreement should be registered in Pakistan before the submission of bid so as to be legally valid and binding on all Partners.
- 7) Copy of the Consortium Agreement entered into by the Partners shall be submitted with the Bid along with a Letter Of Intent to execute a contract for implementation of the project in the event of a successful bid which shall be signed by all the Partners.
- 8) Only one Bid will be allowed from a Consortium. The Partners of a Consortium are not allowed to bid individually or to be the Partner of another Consortium.
- 9) In case of Consortium, it is mandatory that the Prime Bidder must be incorporated/registered in Pakistan and has been in existence for the past three years in Pakistan and doing relevant business as mentioned above.

Bidder's Signature and Stamp

4. Evaluation Criteria

4a. Bid Evaluation Criteria

Sr.No.	Mandatory Requirements	Document
1.	Bidder/ Prime Bidder's Registration under the laws of Pakistan	Certificate of Incorporation/ Registration
2.	Registration with Income Tax Department	Certificate of Registration
3.	Registration with Sales Tax Department	Certificate of Registration
4.	Tier 1 Partnership/Dealership for any brand of Laptop Computers	Authorisation/Letter from Principal Manufacturer
5	The quoted brand must be among the top 5 brands in the international ranking	
6.	Compliance with Environment, Health and Safety Laws	Undertaking on Stamp Paper
7.	The Company/firm is not blacklisted	Undertaking on Stamp Paper
8.	The Company/firm is not involved in litigation with any government department, agency, organisation, or autonomous body etc of Pakistan	Undertaking on Stamp Paper
9.	ISO 9001:2008 or higher Certification of bidder and manufacturer for manufacturing, management and quality (whichever is applicable).	Certificates
10.	Conformance with European Standards (CE) of quoted	Certificate

Bidder's Signature and Stamp

	brand	
11.	Conformance with Energy Star standards for good energy consumption of quoted brand	Certificate
12	Conformance with FCC standards	Certificate
13.	Conformance to Restriction of Hazardous Substances	Certificate
14	Conformance to the required specifications of Laptop	Detailed specifications with Brand and model
15	Compliance with Testing Standards on the given format or as devised by PITB	Testing Certificates for samples to be received from the PITB, Government of the Punjab

4b. Evaluation Criteria:

Sr. No.	Description	Points	
1	Annual Sales last three years (Average) (100 Marks)	1000-2000M	50
		2001-3000M	60
		3001-4000M	70
		4001 or above	100
	Working Capital last three years (Average)	1000-2000M	50

Bidder's Signature and Stamp

2	(100 Marks)	2001-3000M	60
		3001-4000M	70
		4001M or above	100
3	Total Assets 100 Marks	2000-4000 M	50
		4001-6000M	75
		6001M or above	100
4	Net Income during the last three years (Average). Income Statement for three years to be annexed (100 Marks).	100 M-200 M	50
		201 M-300 M	60
		301 M-400 M	70
		401 M-500 M	80
		501 M and above	100
	Income Tax (Average for three Years, Income Tax Returns to be Annexed)	15 M-25 M	50
		26 M-35 M	60

Bidder's Signature and Stamp

5	(100 Marks)	36 M -45 M	75
		60 M and above	100
6	HR requirements (50 Marks)	300 or above Employees	50
7	Companies /Firms with prior experience of tax waiver/exemption from FBR Pakistan for educational projects (50 Marks)		50
8	Commitment of the company to install internet Hot spots(Wi-Fi) in educational institutions (100 Marks)	50-75 Spots	50
		76-100	75
		101 spots and above	100
	Offices (List of Addresses with) (100 Marks)	5 Divisional Head quarters	50
		7 Divisional Head quarters	75

Bidder's Signature and Stamp

9		10 and more including in 9 Divisional Headquarters	100
10	Computer hardware projects (HW manufacturing or sales/ supply such as Laptops, PC, Servers and Networking) in Pakistan (100 Marks)	5 or more projects worth 100M-200M	50
		201M-300M	75
		301M-400M	90
		501M or above	100
11	Bidder Sales in Laptop in last three years (Average) (100 Marks)	5000-7000	50
		7001-10,000	75
		10,001 or above	100
12	Principal Manufacturer sales of the quoted brand in Laptop in last three years (Average) (100 Marks)	50,000	50
		70,000-100,000	75
		100,001 or above	100

Bidder's Signature and Stamp

13	Additional CSR Offered by the Principal manufacturer of the quoted brand (will be calculated in terms of financial worth) (100 Marks)	10M	50
		20M	75
		30M	100
14	Undertaking and commitment for Additional/Extended warranty, maintenance and after sales support beyond the minimum required period of one year(It will be total period of 3 years) (200 Marks)	1 Year (Additional)	100
		2 Year (Additional)	200
15	Tier one partnership of the Bidder of the brand in the international ranking of the top 5(five) brands. The best ranking shall be confirmed by PITB (100 Marks)	3-5	50
		1-2	100
TOTAL MARKS: 1500			
QUALIFICATIONS MARKS: 1050 (70%)			
Note: Additional 100 marks may be claimed by any Bidder who's Principal Manufacturer gives undertaking to carry out manufacturing of the quoted brand of laptops in Punjab, Pakistan.			

Bidder's Signature and Stamp

Note: The Company obtaining 1050 (70%) out of 1500 marks will be technically qualified.

Bidder's Signature and Stamp

Project Directorate, IT Labs Project,
15 Justice Sardar Iqbal Road, Off-Zafar Ali Road,
Gulberg V, Lahore.

Page 30

5. Instructions to the Bidder

51 General Instructions

- a) It will be imperative for each Bidder(s) to familiarize itself/ themselves with the prevailing socio-economic, political, and legal situation for the execution of contract. Project Directorate, IT Labs Project shall not entertain any request for clarification from the Bidder regarding such aspects of submission of the Bid.
- b) It will be the responsibility of the Bidder that all factors have been investigated and considered while submitting the Bid and no claim whatsoever including those of financial adjustments to the contract awarded under this Bidding Process will be entertained by the Project Directorate, IT Labs Project. Neither any time schedule, nor financial adjustments arising thereof shall be permitted on account of failure by the Bidder to appraise itself.
- c) The Bidder shall be deemed to have satisfied itself fully before bidding as to the correctness and sufficiency of its Bids for the contract and price/cost quoted in the Bid to cover all obligations under this Bidding Process.
- d) It must be clearly understood that the Terms and Conditions and Specifications are intended to be strictly enforced. No escalation of cost except arising from increase in quantity by the Bidder on the demand and approval of the Purchaser will be permitted throughout the period of completion of the contract.
- e) The Bidder shall make all arrangements as part of the contract to supply, deliver, test, and commission the laptop computers and accessories and provide warranty and maintenance services inclusive of internet hotspots at various locations at their own cost and transport and logistics.
- f) The Bidder should be fully and completely responsible to the Project Directorate, IT Labs Project and the Government of the Punjab for all the deliveries and deliverables.

Bidder's Signature and Stamp

5.2 Language of the Bid

The Bid prepared by the Bidder as well as all correspondence and documents relating to the Bid shall be in English only. The supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation in English duly notarized, in which case, for all purposes of the Bid, the translation shall govern. Bids received without such translation copy are liable to be rejected.

5.3 Bid Currency

Price/Cost of the Bid should be quoted in Pakistan Rupees only and Payment shall be made in Pakistani Rupees only. With respect to any foreign company participating in the Bid in any capacity or manner, the law of the land (Pakistan) including the Law, Rules and Regulations of the State Bank of Pakistan (SBP) and the Government of the Punjab shall be followed and necessary compliance in this regard will be the sole responsibility of the foreign company.

5.4 Letter of Authorization

A letter of Authorization(s) from the Board of Directors or Managing Director of the Bidder organization authorizing the Bid submitting authority or a Power of Attorney should be submitted in the Technical Proposal. The Bids received without the Letter of Authorization or Power of Attorney will be summarily rejected. The authority giving such authorization should ensure its legal capacity to give such authorization.

5.5 Clarifications and Amendments

- a) A prospective Bidder requiring any clarification in the Bidding Documents may notify the Project Directorate, IT Labs Project by letter or by Fax. The Project Directorate, IT Labs Project will respond to any such request for clarification in the Bidding Documents in the pre-bid meeting.
- b) A Pre-Bid meeting will be held for addressing the clarifications on the date

Bidder's Signature and Stamp

and time mentioned in the Bid Data sheet or any other date to be decided by the Project Directorate, IT Labs Project. The Bidders are requested to participate in the Pre-Bid meeting and get the requisite clarifications/information.

- c) Before the Closing Date of the Bid submission, clarifications and amendments so made shall be reflected in the Bid Documents if any and shall be notified on the website mentioned above. The Bidders should periodically check for the amendments or corrigendum or information from the Project Directorate till the Closing Date. The Project Directorate, IT Labs Project will not make any individual communication and will in no way be responsible for any ignorance pleaded by the Bidders.
- d) No clarifications would be offered by the Project Directorate, IT Labs Project within 48 hours prior to the due date and time for opening of the Bids.
- e) Project Directorate, IT Labs Project is not responsible for any misinterpretation of the provisions of these Bidding Documents on account of the Bidders failure to update the Bid Documents based on changes/modifications announced through the website.

5.6 Contacting Bid Inviting Authority and redress of grievances

- a) Bidders shall not make attempts to establish unsolicited and unauthorized contact with the Bid Inviting Authority, Bid Scrutiny Committee, or the Bid Accepting Authority, after the opening of the Bid and prior to the notification of the award and any attempt by any Bidder to bring to bear extraneous pressures on the Bid Accepting Authority shall be sufficient reason to disqualify the Bidder.
- b) Notwithstanding anything mentioned above, the Bid Inviting Authority or the Bid Accepting Authority may seek bonafide clarifications from Bidders relating to the Bid submitted by them during the evaluation of their Bids.
- c) However, in case of any genuine grievance, the Bidder may contact the

Bidder's Signature and Stamp

Project Manager IT Labs Project on behalf of the Bid Accepting Authority through a formal request in writing for redress of the grievance during the process of evaluation of the Bids.

5.7 Force Majeure

- a. Subject to sub clause (c), in a Force Majeure situation which directly and materially hinders/hampers the Contractor's ability to perform its obligations under the Contract, the Parties will be excused from performance of their respective obligations under the Contract until the existence/persistence of the Force Majeure Event.
- b. For purposes of this clause, "Force Majeure" means an event beyond the control of the Contractor and not involving the Contractor's fault or negligence or not reasonably foreseeable. Such events may include, but are not restricted to, acts of the God, wars, acts of terrorism, fires, floods, epidemics, quarantine restrictions.
- c. If a Force Majeure situation arises, the Contractor shall promptly notify the Purchaser in writing of such condition and the cause thereof with a copy to the Purchaser. Unless otherwise directed by the Purchaser in writing, the Contractor shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- d. If a Force Majeure Event persists for more than six (6) months from the date of the notice under sub clause (c) above, the Contractor may apply to the Purchaser seeking termination of the Contract. If the Purchaser agrees, the Contract may be terminated.
- e. If a Force Majeure event persists for more than six (6) months from the date

Bidder's Signature and Stamp

of the notice under the sub clause (c) above, Purchaser may at its own absolute discretion terminate the Contract.

- f. In the event of termination under clause (d) or (e) , the Contractor shall be entitled to receive such part of the Contract Price as pertains to the Goods which have been, as on the date of termination, implemented in accordance with the terms of the Contract. In case, at the time of termination, any action is pending on the part of the contractor regarding delivery and acceptance of the Goods or warranty and maintenance support or services as required under the contract which cannot be completed, the Purchaser shall be entitled to utilize the Performance Guarantee/ or demand additional sum for such Goods/Services to ensure continued provisioning thereof. This shall be without prejudice to any other rights and remedies which the Purchaser may have under the Contract or under the relevant laws.

5.8 Arbitration

In case of any dispute, the matter will be referred to a sole Arbitrator to be appointed by the Government of the Punjab under the arbitration laws of Pakistan. The arbitration shall be held in Lahore, Punjab, Pakistan and the language shall be English or Urdu only. Subject to the above, the Courts in Pakistan alone only shall have jurisdiction in the matter.

Bidder's Signature and Stamp

6. Bidding Cost and Bid Security

6.1 Cost of Bidding

The Bidders should bear all costs associated with the preparation and submission of their Bids. The Project Directorate, IT Labs Project will in no way be responsible or liable for these charges/costs incurred regardless of the conduct or outcome of the Bidding Process.

6.2 Bidding Documents Fee

- a) The Bidding Documents may also be purchased from the office of the Project Directorate, IT Labs Project on payment of fee in Pak Rupees as mentioned in the Bid Data sheet. The Bidding Documents are not transferable to any other Bidder.
- b) The Bidding Documents cost must be paid by way of Bank Challan in favour of “Project Manager, Project Directorate, IT Labs Project” as clarified in the advertisement.

6.3 Bid Security (BS)

- a) A Bid Security (BS) amount as specified in the Bidding Documents is payable by way of CDR drawn on National Bank or a Scheduled Bank in Pakistan in favour of the “Project Manager, Project Directorate, IT Labs Project” payable at Lahore . The Bid Security in the form of Bank guarantee is not acceptable. The Bid Security should be enclosed in a separately sealed cover along with the Technical Proposal marking as Bid Security.
- b) The Bid Security (BS) of the unsuccessful Bidders will be refunded within a reasonable time. The BS amount held by the Project Directorate, IT Labs Project till it is refunded to the unsuccessful Bidders will not earn any interest thereof.
- c) The Bid Security (BS) of Successful Bidder(s) may be converted as part of the Performance Guarantee (PG) for successful execution of the work.

Bidder’s Signature and Stamp

- d) The Bid Security (BS) may be forfeited by the Project Directorate, IT Labs Project, if the Bidder withdraws the Bid during the period of its validity specified in the Bidding Documents or if the Successful Bidder fails to sign the Contract or the Successful Bidder fails to remit Performance Guarantee within the respective due date.
- e) Bid Security shall be valid only for one brand and make/model of Laptop Computers.
- f) If the Bidder wants to quote more than one option for different brands or makes/models, it must enclose the separate Bid Security for each of the quoted brand or make/model and also provide the respective documentary evidence as mentioned in the eligibility and evaluation criteria.
- g) Quoting of more than options or more than one brand of the Laptop Computers as mentioned in (e) and (f) against one Bid Security shall lead to outright rejection of the Bid.

7. Sample Laptop Computer Testing

1. The Bidder should submit two same model Laptop Computer samples as has been quoted in the Technical Proposal to the Project Directorate, IT Labs Project, Government of the Punjab with the Bid in the sealed boxes. The Project Directorate shall get the sample Laptop Computers tested from the Testing Agency as per testing standards of the Testing Agency and as per Technical Specifications specified in the Bidding Documents. Testing pattern and format is cited in the Bidding Documents for ready reference. The Testing Agency's certificate shall be obtained and the same shall be part of the Technical Proposal.
2. The sample Laptops testing will enable the Project Directorate, IT Labs Project to determine whether the Bidders propose to offer the Laptop Computers as per the Bidding specifications or not.
3. Bidders shall have to make their own arrangements for the testing of the Laptop Computers by the notified Testing Agency as per tentative format given in the

Bidder's Signature and Stamp

Bidding Documents. The sample Laptop Computers should be submitted in fully packed condition so that the packing standard is determined. Additionally, samples of Accessory Backpack and Peripherals should be furnished to determine their standard and quality and be used as reference.

4. The Test Certificate issued by the Testing Agency will be scrutinized and the Bidders whose samples passed the tests alone will be selected for further processing.
5. Cost towards testing the sample Laptop Computers and Accessories including Backpack should be borne by the Bidders.
6. The Bidders should take utmost care to submit the samples which should be equal to or better than the specifications given in the Bidding Documents. The supplies will be allowed as per approved samples Laptop Computer, Backpack and Peripherals alone in the event of the Bidder is selected for the supply/delivery of the Laptop Computers.
7. The Bidder is eligible for further evaluation of the Bids only if the samples of Laptop Computer, Backpack and Peripheral accessories are passed in the tests. All those Bidders whose samples failed in any of the test would be treated as “non-responsive” to the specifications in the Bid Documents.
8. Bidders are requested to submit sample Laptops along with allied samples to the Project Directorate on or before the date specified in the Data Sheet/Closing date of the Bid. Any Bids received without the test samples will be summarily rejected for being nonresponsive to the compulsory Bidding condition.

8. Bid Preparation and Submission

Bidders should examine all Instructions, Terms and Conditions and Technical specifications as given in the Bidding Documents. Failure to furnish information required in the Bidding Documents or submission of Bids not substantially responsive or viable in every respect will be at the Bidder’s risk and may result in rejection of the Bids. Bidders should strictly submit the Bid as specified in the Bidding Documents, failing which the Bids will be held as non-responsive and will be rejected.

The Bids should be submitted in two parts namely viz. (1) **Technical Proposal** and (2)

Bidder’s Signature and Stamp

Financial Proposal. The Technical Proposal and Financial Proposal shall be submitted in two separate covers. The Bids shall be addressed to “The Project Manager, Project Directorate, IT Labs Project, 15-Justice Sardar Iqbal Road Off Zafar Ali Road, Gulberg V, Lahore, Government of the Punjab.

8.1 Technical Proposal (Envelope-A)

8.1.1 Bid Preparation

- a) The Technical Proposal will enable the Project Directorate, IT Labs Project to evaluate whether the Bidder is technically competent and capable of executing the order. Only those Bids which qualify in the Technical stage will be eligible for the Financial Proposal opening. The Financial Proposals of Bidders who failed in the Technical stage will not be opened.
- b) The Technical Proposal format as given in the Bidding shall be filled, signed and stamped in all pages. The Project Directorate, IT Labs Project will not be responsible for the errors committed in the Bids by the Bidders.
- c) The Technical Proposal should not strictly contain any Price/Cost indications as such otherwise the Bids will be summarily rejected.
- d) The Technical Proposal should mention the number of free provision of internet hot spots and detail out the technical proposal of the internet hot spots including free equipment, throughput in Mbps, Wi-Fi range and commitment to provide free internet service for period of one year from the date of establishment of the hotspot. It is an important part of evaluation.

8.1.2 Details to be furnished in the Technical Proposal

- a) The Bid Security of the requisite amount should be submitted failing which the Bid shall be rejected summarily.
- b) Authorization letter from the Board of Directors/ Managing Director or Power of Attorney to sign the Bidding Documents should be submitted. In case of Consortium, the Prime Bidder shall be authorized by submitting

Bidder’s Signature and Stamp

the Power of Attorney signed by the legally authorized signatories of all the partners. The Bidding Documents received without Authorization letter or Power of Attorney will not be considered for further processing.

- c) The blank Bidding Documents in full should be printed and signed by the authorized person and stamped in all pages and should be submitted as a token of accepting the conditions.
- d) The Technical Proposal should be duly filled and signed by the authorized person and stamped in all the pages and should be submitted.
- e) The supporting documents to prove Bidder's Eligibility should be duly attested and should be submitted.
- f) The published Annual Reports, Tax Returns, Undertakings and valid documentary evidences should be signed by the authorized person and stamped in all pages and should be submitted.
- g) The Bidder should indicate origin of the quoted goods, supply route, quality standards applied and the manufacturing plant addresses relevant to him.
- h) The Bidders shall undertake to supply and commission and quote 100,000 (One hundred thousand) Laptop Computers. The quantity may be increased or decreased within range of 1% to 20% by the Purchaser at the time of award of the Contract. Any quote for less than 100,000 Laptop Computers will not be considered and the Bid is liable for rejection.
- i) All the required documents insisted in the Bidding Documents should be enclosed in the Technical Proposal. No documents would be allowed to be supplemented / exchanged after opening of the Bids.
- j) The documentary evidence shall establish Bidder's qualifications to the satisfaction of the Project Directorate, IT Labs Project.
- k) Sample Laptop submission to the Project Directorate, IT Labs Project as under:

Bidder's Signature and Stamp

- i) Two of the Laptop Computer samples and Accessories to be tested by the Testing Agency shall be submitted to the Project Directorate, IT Labs Project for reference before or on the due date and time for submission of the Bid. If the samples are not submitted along with the Bid, the Bid will be rejected.
- ii) The samples submitted to the Project Directorate, IT Labs Project may be kept as reference to make comparison at the time of actual delivery and inspection in case the Bidder is selected.
- iii) The sample Laptop Computers should be packed and sealed as per the standard packing followed by the Industry and as desired in the Bidding Documents. The particulars about the Bidder should be legibly written on the box.
- iv) The sample Laptop Computers of the Successful Bidder(s) will not be returned. The sample Laptop Computer of the un-successful Bidders will be returned on as-is-where-is condition within a reasonable time.

8.1.3 Signing the Bid

- a) The Bids shall be typed and shall be signed by the authorized person of the Bidder. All pages of the Bid shall be signed and stamped by the authorized person.
- b) Any alterations, deletions or overwriting will be treated as valid only if they are attested by the full signature by the authorized person.

8.1.4 Sealing the Bid

The Technical Proposal shall be placed in a separate cover (**Envelope-A**) and sealed appropriately. The Technical Proposal cover shall be superscribed with Bid for Supply and Commissioning of Laptop Computers –“ F R O M ” a d d r e s s a n d “ T O ”

Bidder's Signature and Stamp

address shall be written without fail otherwise the Technical Proposal is liable for rejection.

8.2 Financial Proposal (Envelope-B)

8.2.1 Details to be furnished

- a) All the Price items as asked in the Bidding Documents should be filled in the Financial Proposal format as given in the Bidding Documents. The prices quoted shall be only in **PAK RUPEES only**. The Bid is liable for rejection if Financial Proposal contains conditional offers or partial offers.
- b) The cost quoted by the Bidder shall include cost and expenses on all counts viz. cost of the equipment, materials, tools/techniques/methodologies, manpower, supervision, administration, overheads, travel, lodging, boarding, in-station & outstation expenses, and internet hot spots as a part of CSR etc. and any other cost involved in the supply and commissioning.
- c) The Financial Proposal shall include the total and unit cost of laptops with software and without software indicating the price per unit and total of hardware and software separately. The Procuring Agency reserves the right to accept the bid with or without the requisite software. The Procuring Agency may arrange requisite software, completely or partially and require the bidders to include/adjust the same in the Bid Price at any stage before the award of Contract.
- d) The Financial Proposal of the Bidder shall also include the Price breakup of taxes/duties.
- e) The cost quoted by the Bidder shall be kept firm and unchanged for a period specified in the Bidding Documents from the date of opening of the Bids. The Bidder shall keep the Price firm/unchanged during the period of Contract including during the period of extension of time if any. Escalation of cost will not be permitted during the said periods or during any period while providing services whether extended or not for reasons whatsoever.

Bidder's Signature and Stamp

The Bidders should particularly take note of this factor before submitting the Bids.

8.2.2 Signing the Bids

- a) The Bids shall be typed and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder legally to the Contract as mentioned above. All pages of the Bid Documents including the supporting documents shall be signed and stamped by the authorized person.
- b) Any alterations, deletions or overwriting shall be treated valid only if they are attested by full signature by the authorized person.

8.2.3 Sealing the Bid

The Financial Proposal shall be placed in a separate cover (Envelope-B) and sealed appropriately. The Financial Proposal cover shall be superscribed with “Bid for Supply of and Commissioning of Laptop Computers – Bid Ref.: due on. The “FROM” address and “TO” address shall be written without fail otherwise the Financial Proposal is liable for rejection.”

8.3 Outer Cover

The Technical Proposal cover (Envelope-A) and Financial Proposal cover (Envelope- B) shall then be put in a single outer cover and sealed. The outer cover shall be superscribed with Bid for Supply and Commissioning of Laptop C o m p u t e r s – B i d R e f . : d u e o n The “FROM” address and “TO” address shall be written without fail otherwise the Technical Proposal is liable for rejection.

8.4 Mode of Submission of Bids

- a) The Bids should be dropped in the duly sealed Bid Box kept at the office premises of the Project Directorate, IT Labs Project Government of the Punjab on or before the due date and time in the presence of the officer/official deputed in the Project Directorate and acknowledgement

Bidder’s Signature and Stamp

thereof should be obtained otherwise no claim of the submission of the Bid shall be entertained. The Bids will not be received personally by any unauthorized person.

- b) Alternatively, if the Bidder prefers to submit the Bid by post, the Bidder should ensure that the Bids reach the Project Directorate, IT Labs Project on or before the Due Date and Time. The Project Directorate, IT Labs Project will not be liable or responsible for any postal delay or any other delay or damage/loss etc whatsoever.
- c) The Bids received after Due Date and Time or Unsealed or in Incomplete shape or submitted by Facsimiles (FAX) or received without sample Laptop Computers and Accessories will be summarily rejected.

8.5 Modification and withdrawal of Bids

The Bids once submitted cannot be modified or amended or withdrawn.

9. Bid Opening

9.1 Technical Proposal Opening

The Bid's outer cover and Technical Proposal cover will be opened at the Project Directorate, IT Labs Project on the date and time as specified in the Bid Data Sheet or any other date published on the Project Directorate, IT Labs Project's website or otherwise intimated. The Bids will be opened in the presence of the Bidders who choose to be present. The representative of the Bidder who chooses to attend the Bid opening shall bring an authorization letter from the Bidder. A maximum of two representatives for each Bidder would be allowed to attend the Bid opening.

9.2 Bid Validity

- a) Bids submitted shall remain valid for a period of 90 days from the date of opening of the Bids. If the Bid validity is lesser than 90 days, the Bid will be rejected as non-responsive. The Successful Bidders shall extend the

Bidder's Signature and Stamp

Bid validity till the completion of the order.

- b) In exceptional circumstances, the Project Directorate, IT Labs Project may solicit the Bidders to extend the validity. The Bidder shall extend Bid validity and Bid security validity accordingly.

9.3 Initial Scrutiny

Initial Bid scrutiny will be held and the Bid as given below will be treated as non-responsive if:

- Bid is not submitted in two parts as specified in the Bidding Documents and not signed and stamped in all pages of the Bid
- Bid received without the Letter of Authorization as specified in the Bidding Documents
- Bid received without required Bid Security amount in the shape of CDR
- Bid found with suppression of facts/details
- Bid with incomplete information, subjective, conditional offers and partial offers
- Bid submitted without supporting documents to prove eligibility criteria and evaluation
- Bid not complying with any of the clauses stipulated in the Bidding Documents
- Bid received without the mentioned undertakings
- Bid with lesser validity period
- Bid received without sample Laptop Computers and accessories
- Bid without Data Sheet and annexures as required in the Bidding Documents
- Bid without Technical proposals and minimum number of internet hot spots as mentioned above
- Corrupt, fraudulent and collusive practices of the Bidder
- And other mandatory conditions prescribed above

Bidder's Signature and Stamp

All responsive Bids will be considered for further evaluation. The decision of the competent authority communicated by the Project Directorate, IT Labs Project will be final in this regard.

9.4 Clarifications by the Project Directorate, IT Labs Project

When deemed necessary, the Project Directorate, IT Labs Project may seek bona fide clarifications on any aspect from the Bidder. However, that will not entitle the Bidder to change or cause any change in the substance of the Bid or cost/ price quoted. During the course of Technical Proposal evaluation, the Project Directorate, IT Labs Project may seek additional information or historical documents for verification to facilitate decision making. In case, the Bidder failed to comply with the requirements of the Project Directorate, IT Labs Project as stated above, such Bids may at the discretion of the Project Directorate, IT Labs Project, shall be rejected as technically non-responsive.

10. Bid Evaluation and Award of Contract

10.1 Suppression of facts and misleading information

- a) During the Bid evaluation, if any suppression or misrepresentation of information is brought to the notice of the Purchaser or the Government of the Punjab, the Project Directorate, IT Labs Project shall have the right to reject the Bid and if it happens so after selection of the Bidder, the Purchaser may terminate the Contract or award of the Contract or further processing of the Bid as the case may be and that will be without any compensation to the Bidder and the Bid Security / Performance Guarantee as the case may be shall be forfeited.
- b) Bidders should note that any facts or figures in the proof documents submitted by the Bidders for proving their eligibility is found suppressed or erased, the Project Directorate, IT Labs Project shall have the right to seek the correct facts and figures or reject such Bids.

Bidder's Signature and Stamp

- c) It is up to the Bidders to submit the full, complete and attested copies of the proof documents to meet out the criteria/requirements in the Bidding Documents. Otherwise, the Project Directorate at its discretion may or may not consider such documents.
- d) It is the Bidder's responsibility to prove the Bidder's requisite qualification, experience and capacity to undertake the project to the entire satisfaction of the Project Directorate failing which the Bid may be rejected.

10.2 Technical Proposal Evaluation

- a) The Bidders who have duly complied with the Eligibility Criteria and passed in sample Laptop Computers and Accessories testing by Testing Agency, Evaluation Criteria and minimum commitment of Internet Hotspots will be eligible for further processing.
- b) The Bidding Documents which do not conform to the Technical Specifications or Bidding conditions or Bids without samples on the Laptop Computers and Accessories offered or the Bids from the Bidders without adequate capabilities for supply and maintenance/warranty services will be rejected. The **Eligible Bidders** alone will be considered for further evaluation.

10.3 Financial Proposal Evaluation

- 1) Bidders who are qualified in Technical Proposal (Envelope-A) only will be called for opening of the Financial Proposal. The Financial Proposals will be opened in the presence of the Bidders at the Project Directorate, IT Labs Project or the venue indicated by it. The Bidders or their authorized representatives will be allowed to take part in the Financial Proposal opening.
- 2) The Financial Proposal evaluation will be conducted as stipulated in the office of IT Labs Project or at its indicated place under the Punjab Procurement Rules, 2009. The Price evaluation will include all duties, taxes and expenses mentioned above. In case of any exemption of duties and taxes made by the

Bidder's Signature and Stamp

Government in favour of the Project, the contractor would be bound to adjust the same in the Financial Proposal

- I. In cases of discrepancy between the cost/price quoted in Words and in Figures, the lower of the two will be considered.
 - II. In evaluation of the price of an imported item, the price will be determined and considered inclusive of the customs and other import duties;
 - III. In evaluation of the price of articles/goods which are subject to excise duty, sales tax, income tax or any other tax or duty levied by the Government, the price will be determined and considered inclusive of such duties and taxes;
- 3) The lowest cost per Laptop Computer as per the above evaluation will be adjudged as the Lowest. The Project Directorate, IT Labs Project 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.

10.4 Award of Contract

- 1) Subsequent to approval of the Technical Proposal and the Financial Proposal and finalization of the Bidding Process, the Contract may be awarded to the Lowest Bidder who has quoted the **Lowest Rate** in accordance with the Punjab Procurement Rules, 2009.
- 2) No dispute can be raised by any Bidder whose Bid has been rejected and no claims will be entertained or paid on this account.

10.5 Project Directorate, IT Labs Project reserves the right to:

- 1) Negotiate with the Bidder whose offer is the lowest evaluated price for further reduction of cost/prices subject to the approval of the competent

Bidder's Signature and Stamp

- authority in relaxation of the Punjab Procurement Rules, 2009.
- 2) Insist on quality/specification of materials to be supplied.
 - 3) Modify, reduce or increase the quantity requirements to the extent of 20% of the Bid quantity.
 - 4) Change the list of areas of supply locations from time to time based upon the requirement of the purchase.
 - 6) Ask other qualified Bidders to match the lowest price and apportion the total or partial quantity of the goods in purchase subject to the approval of the competent authority in relaxation of the Punjab Procurement Rules, 2009 and in that case no compensation shall lie against it.
 - 7) If delivery performance of the Bidder is not as per schedule, then the Purchaser reserves its right to reallocate the quantity to other Bidder subject to the approval of the competent authority in relaxation of Punjab Procurement Rules, 2009 and in that case no compensation shall lie against it.
 - 8) The Project Directorate, IT Labs Project reserves its right to withhold any amount for the deficiencies in the delivery, service and internet hotspots aspects of Laptop computers distributed to the end users/beneficiaries.

11. Execution of Work

11.1 Acceptance of the Bid

The final acceptance of the Bid is entirely vested with the Project Directorate, IT Labs Project which reserves the right to accept or reject any or all of the Bids in full or in part. The Bid Accepting Authority may also reject any Bids for reasons such as changes in the scope of procurement, new technologies, court orders, accidents or calamities and other unforeseen circumstances. After acceptance of the Bids by the Project Directorate, IT Labs Project, **the Bidder shall have no right to withdraw their Bids or claim higher price.**

Bidder's Signature and Stamp

11.2 Letter of Acceptance (LOA)

After acceptance of the Bids by the Project Directorate, IT Labs Project, a Letter of Acceptance (LOA) will be issued only to the Successful Bidder(s). Under this Supply and Commissioning Contract, the Project Directorate, IT Labs Project has the right to issue LOA to more than one Bidder subject to the approval of the competent authority in relaxation of Punjab Procurement Rules, 2009.

11.3 Payment of Performance Guarantee (PG)

- a) The Successful Bidders will be required to remit the Performance Guarantee equivalent to 10% (Ten percent) of the value of the Purchase Order inclusive of Bid Security amount. The PG should be paid by way of Cash Deposit Receipt (CDR) drawn in **favour of “Project Manager, IT Labs Project, Government of the Punjab” payable at Lahore** as unconditional and irrevocable **Guarantee, valid till the completion of the work which includes warranty and after sales services period. The PG should be paid within one week** from the date of issue of **Letter of Acceptance by the PROJECT DIRECTORATE, IT LABS PROJECT**
- b) The Performance Guarantee will be refunded to the Successful Bidder only after successful completion of the project and expiry of the warranty period of the laptops. The Performance Guarantee held by the Project Directorate, IT Labs Project till it is refunded to the Successful Bidder will be dealt as per laws applicable in the province of Punjab and no such claim by the Successful Bidder shall lie against the Purchaser.
- c) The Performance Guarantee will be forfeited if the Successful Bidder withdraws the Bid during the period of Bid validity specified in the Bidding Documents or if the Bidder fails to sign the contract.

11.4 Execution of Agreement

- a) The Successful Bidder shall execute a Contract on a stamp paper of an appropriate amount bought in favour of the Higher Education Department only

Bidder’s Signature and Stamp

in the name of the Bidder or declared Prime Bidder, within one week from the date of Letter of Acceptance issued by the Project Directorate, IT Labs Project.

- b) The Successful Bidder shall not assign or make over the contract, the benefit or burden thereof to any other person or persons or body corporate for the execution of the contract or any part thereof without the prior written consent of the Project Directorate, IT Labs Project. The Project Directorate, IT Labs Project reserves its right to cancel the Purchase Order either in part or full, if this condition is violated.

11.5 Establishing Local office in Lahore

The Successful Bidder should set up a local office if not existing in Lahore within 30 days from the date of issue of Letter of Acceptance by the Project Directorate, IT Labs Project as otherwise the Performance Guarantee remitted by the Successful Bidder will be forfeited.

11.6 Purchase Order

After execution of the Contract and payment of Performance Guarantee by the Successful Bidder, **“Purchase Order”** for the supply and commissioning of Laptop Computers will be issued to the Successful Bidder by the Project Directorate, IT Labs Project. The supply and payment will be based on the Purchase Order.

11.7 Refund of Bid Security (BS)

The Bid Security (BS) of the Successful Bidder(s) may be adjusted towards Performance Guarantee payable by them. If the successful Bidder submits Performance Guarantee for the stipulated value in full by way of Cash Deposit Receipt (CDR), the BS will be refunded. The BS of the unsuccessful Bidder will be refunded after finalization and issue of the Purchase Order to the Successful Bidder.

11.8 Delivery Schedule

- a) The Supply and Commissioning of all the ordered items/goods shall commence

Bidder’s Signature and Stamp

immediately from the date of signing of the Contract by the Higher Education Department, Government of the Punjab or issuance of the Purchase Order whichever is later or the date communicated in between these two as intimated by the Project Directorate, IT Labs Project and the entire supply shall be completed within 30 Calendar days.

- b) The Successful Bidder shall augment the manufacturing and supply mechanism of the Laptop Computers accordingly as Time Factor is an important part of this contract.
- c) The Laptop Computers shall be delivered at the designated institutions (colleges, universities or the indicated institutions) in all the allotted districts of the Government of the Punjab.
- d) Separate guidelines for the delivery, commissioning, inspection and acceptance may be issued by the Project Directorate, It Labs Project.

11.9 Release of Performance Guarantee (PG)

The Performance Guarantee will be refunded to the Successful Bidder on completion of warranty period or extended warranty period (if it is applicable) and subject to the satisfaction of the Project Directorate, IT Labs Project that that all the terms and conditions have been satisfactorily adhered to by the Successful Bidder.

11.10 Termination of Contract

11.1 0.1 Termination for default

- a) Project Directorate, IT Labs Project may without prejudice to any other remedy for breach of contract, by written notice of default with a notice period of 7 days, sent to the Successful Bidder, terminate the contract in whole or part, (i) if the Successful Bidder fails to deliver any or all of the goods within the time period(s) specified in the Contract, or fails to supply the items as per the Delivery Schedule or within any extension thereof granted by the Project Directorate, It Labs Project; or (ii) if the

Bidder's Signature and Stamp

Successful Bidder fails to perform any of the obligation(s) under the contract; or (iii) if the Successful Bidder, in the judgment of the Project Directorate, IT Labs Project, has engaged in fraudulent and corrupt practices in competing for or in executing the Contract.

- b)** In the event, the Project Directorate, IT Labs Project terminates the Contract in whole or in part, the Project Directorate, IT Labs Project may procure, upon terms and in such manner as it deems appropriate, the goods and services similar to those and delivered and the Successful Bidder shall be liable to the Government of the Punjab (Project Directorate, IT Labs Project) for any additional costs for such similar goods. However, the Successful Bidder shall continue the performance of the contract to the extent not terminated.

11.1 0.2 Termination for Insolvency

Project Directorate, IT Labs Project may at any time terminate the Contract by giving written notice with a notice period of 7 days to the Successful Bidder, if the Successful Bidder becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Successful Bidder, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Project Directorate, IT Labs Project.

11.1 0.3 Termination for Convenience

Project Directorate, IT Labs Project may by written notice of seven days period sent to the Successful Bidder, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Project Directorate, IT Labs Project's convenience and give its reasons, the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective. On termination, the successful Bidder is not entitled to any compensation whatsoever.

Bidder's Signature and Stamp

12. Supply and Commissioning

12.1 Onsite Inspection (Delivery Sites)

12.1.1 For the Laptop Computers Manufactured out of Pakistan

- a) Bidder should conduct 100% pre-dispatch inspection on Laptop Computers as per finally approved specifications.
- b) The Higher Education Department , Government of the Punjab directly or acting through the Project Directorate may nominate third party agencies (Testing Agency/Authority/ Committee/Persons/Inspection Agency and sub-agencies etc) who will conduct independent inspection and specification conformity on delivery sites as per inspection protocols developed by the Punjab Information Technology Board.
- c) Laptop Computers and Accessories to be supplied must give same performance results or better results with respect to technical evaluation results and approved specifications.
- d) Payment to the Contractor shall be made only after generation of satisfactory inspections/ test reports by the Testing Agency on the basis of criteria at (a), (b) and (c).
- e) Payment to the Contractor shall be made as per timelines given in the Punjab Procurement Rules, 2009 subject fulfillment of the prescribed terms and conditions of the Contract by the Successful Bidder.

12.2 Packing and Storage

12.2.1 Packaging

Each package would contain the month and year of manufacture, manufacturer's serial number and barcode printing of manufacturing details. Stickers containing the

Bidder's Signature and Stamp

manufacturer's serial number and barcode printing of the serial number with one number should be stuck outside the carton box of the laptop. The Project Directorate, IT Labs Project may require the Contractor to place a set of CDs to place inside the carton box at the time of onsite inspection in the designated institutions. A packing list should be prepared for each item which inter alia include.

- i) Laptop model number, batch number and serial number
- ii) List of accessories
- iii) User Manual in English.
- iv) Do's and Don'ts instruction leaflet in English and if feasible in Urdu.
- v) Warranty Card, its manual and service center/authorized service centre details
- vi) The acknowledgement form
- vii) Toll free number and Website address of the service centre
- viii) List of CDs or any additional item

Any additional instructions/ guidelines or clarifications if required regarding packing and packaging would be issued to the Successful Bidder(s) by the Project Directorate, IT Labs Project with the help of PITB on request. The Successful Bidder should furnish the service centre details in each carton box to enable the end users/beneficiaries to contact the appropriate service centre in case of necessity/warranty claims. Similarly, the toll free telephone number should also be prominently displayed in the user manual to facilitate the beneficiaries.

12.4 Delivery of the Laptop Computers

- a) Delivery of the Laptop Computers and Accessories shall be made by the Contractor to the individual institutions- universities and colleges or boards in the Province of Punjab as per the consignee addresses to be provided to the Supplier by the Project Directorate, IT Labs Project.

Bidder's Signature and Stamp

- b) The items shall be delivered at the distribution centres in the designated institution on free consignee' end basis and items shall be handed over to the authorized persons/acceptance teams concerned at the locations. The list of locations and respective quantity will be provided to the Successful Bidder.
- c) Actual distribution of the Laptop Computers to the beneficiaries is not the responsibility of the bidders.
- d) The Laptop Computers shall be supplied in full as per ordered configuration and quantity for acceptance testing. The Laptop Computers which do not comply with the technical specifications will not be accepted under any circumstance.
- e) Insuring the goods in transit is the responsibility of the suppliers.
- f) The Successful Bidder shall send status report on delivery and acceptance in the format to be prescribed in such intervals as may be required by the Project Directorate, IT Labs Project from time to time till the execution of the entire order.
- g) The Successful Bidder shall undertake to supply spares free of cost for the maintenance of the offered items for a period of one year. At least 1% of critical hot spares should be maintained at Service Centres till the completion of the warranty period. The Successful Bidder should keep the spares available for sale at least for a period of two years after the completion of the warranty or extended warranty period if applicable.
- h) A reasonable number of service centers/ authorized service centres in each geographical region of Punjab be maintained by the Successful Bidder under intimation to the Purchaser. A leaflet containing the details of the service centres responsible to attend the installation, warranty services at each geographical area, name and designation of the contact persons and centre in-charge, higher level in-charge who is responsible to oversee the service centres, person to whom complaints can be made in case the service provided by any centre is not satisfactory, phone, fax, mobile numbers & email address must be provided along with each laptop delivered. This would enable the beneficiaries to directly approach the service centres in the event of repairs.
- i) If within a month of delivery and commissioning but within the warranty period, the operation or use of the equipment proves to be unsatisfactory, the Successful Bidder shall replace the faulty ones or carry out necessary repairs as per the warranty terms and conditions agreed upon with the Purchaser.

Bidder's Signature and Stamp

- j) In case the Successful Bidder fails to carry out the warranty regulations, the Higher Education Department, Government of the Punjab would engage any other operator and carry out the service/replacement and deduct the amounts from the warranty amount retained by the Project Directorate, IT Labs Project as per the payment terms or from their pending bills or any money due or payable.

12.5 Insurance

The delivery of goods to the destination is the responsibility of the Successful Bidder only. The goods supplied under the contract should be covered for comprehensive insurance by the Successful Bidder till delivery and acceptance by the authorized person/persons.

12.6 Acceptance

- a) The Head of the institutions or their authorized persons/teams will make suitable arrangement for verifying the Laptop Computers supplied and accepting the same. Suitable guidelines may be issued in this regard.
- b) Laptop Computers supplied in each university and college shall have to be tested at the site. The representative of the Successful Bidder will be involved in facilitating to carry out the testing along with acceptance/inspection team from the institution.
- c) Short hands-on training may be arranged for the students in all the institution premises.
- d) The acceptance team will issue the acceptance certificate in the prescribed format and based on that respective payment will be released in batch of supply of ten thousand to fifteen thousand (10,000-15,000) computers.

12.7 Billing

Subject to fulfillment of other terms and conditions and on receipt of the Acceptance Certificate from the concerned institutions, the Successful Bidder shall raise the invoice for the Laptop Computers supplied in the name of institutions in the batch of acceptance of ten thousand to fifteen thousand (10,000-15,000) computers for payment.

Bidder's Signature and Stamp

12.8 Service Centres

The Successful Bidder shall set up one service centre facility in at least all the Divisional Headquarters of Punjab and authorized service centre at District level within 60 days from the date of issue of Letter of Acceptance by the Project Directorate, IT Labs Project These service centres/ authorized service centres should operate throughout the warranty period of 12 months plus a grace period of three months.

12.9 Support Services

- a) The Successful Bidder should provide comprehensive maintenance of the Laptop Computers and internet hot spots, which shall include corrective maintenance at the delivery locations.
- b) The service personnel of the Successful Bidder should schedule occasional visits to the designated institutions for attending the complaints or service calls. Higher Education Department shall monitor such visits.
- c) The maintenance shall include repair of all parts. If the Laptop is down, the same should be repaired or restored within 7 days at the most. The same shall be including maintenance of the internet hot spots.
- d) If the successful bidder, having been notified by the concerned institution or the end user fails to rectify the defect(s) and restore the items in good working condition within the period specified above, a penalty of 1% of the cost of the laptop computer per week of the breakdown period may be levied. This may be deducted from the bills due/ Performance Guarantee.
- e) The Purchaser reserves right to terminate the warranty maintenance contract in the event of unsatisfactory maintenance and claim damages and Costs for non-fulfillment of contract.

Bidder's Signature and Stamp

13. Warranty

- a) The Laptop computers supplied shall be under a warranty against any manufacturing defect for a period of 12 months from the date of supply and commissioning at the designated centres and acceptance by the authority including the Batteries used in the Laptop computers.
- b) The free warranty period of 12 months for the Laptop Computer and the Laptop Computer Battery shall start from the date of supply and commissioning at the designated centres against breakages, malfunctions and breakdowns due to manufacturing defects, but does not include physical damages by the End User.
- c) The successful Bidder shall be liable to make good the loss by replacing the Laptop computers or components found defective during the warranty period free of cost to the end user.
- d) Irrespective of the warranty obligations, the Successful Bidder is liable for replacing a faulty Laptop computer due to any manufacturing defects within 60 days after supply and commissioning. Replacement of spare parts during warranty period arises only after the above stated 60 days period.
- e) The warranty will cover all the materials and goods supplied by the Successful Bidder under this contract irrespective of the fact whether these have been manufactured by the Successful Bidder or not.

14. Traceability of Laptop Computers supplied

The Laptop Computers supplied under this scheme are meant to be distributed to the students of educational institutes of the Government of the Punjab on free of cost basis. In order to prevent the misuse of the Laptop Computers such as unauthorized sale by the beneficiaries or diversion to the open market, the following incorporations shall be made in the laptop computers.

- a) On-screen display of Government Logo or the script at or both a suitable

Bidder's Signature and Stamp

place to be indicated. The Government of the Punjab's Logo should appear on switching the Laptop Computer which shall be burnt in the chip.(instructions will be issued by the Project Directorate, IT Labs Project to the successful Bidders)

- b) Engraving of Government of the Punjab's Logo or indicated script or both at suitable place of the laptop computer, backpack, packing etc (instructions will be issued by the Project Directorate, IT Labs Project to the successful Bidders)
- c) Screen printing on the top of the Laptop computer (layout will be given by the Project Directorate, IT Labs Project to the successful Bidders).
- d) Printing of logo of the Government of the Punjab on the mother board if required (instruction will be issued by the Project Directorate, IT Labs Project to the successful Bidders).
- e) Screen printing on the front side of the backpack of the laptop computer (layout will be given by the Project Directorate, IT Labs Project to the successful Bidders).

Note: Design approval for the logo or the customized features and layout approval may be obtained by the successful bidder from the Project Directorate, IT Labs Project before using in the production.

These features are meant for the specific supply to the Government of Higher Education Department, Government of the Punjab and the successful Bidders are not permitted to use them for their normal sale.

15. Liquidated Damages

- 1) This is a time bound project. Any delay may affect the project deliverables. Hence if the Successful Bidder fails to deliver the materials as per schedule specified, the following liquidated damages (LD) will be applied.
- 2) In the event of non-fulfillment of the delivery schedule, Liquidated Damages at the rate of **Bidder's Signature and Stamp**

2% on the quoted/approved value of the undelivered quantity of the order will be levied per month and LD will be counted on daily basis. The amount of the Liquidated Damages will be automatically deducted from the Bills submitted by the Successful Bidder. And if the delivery is not completed after the lapse of consecutive three months, the Project Directorate, IT Labs Project may make alternative arrangement and the cost incurred by the Project Directorate, IT Labs Project for doing the same will be deducted from the Successful Bidder.

- 3) If it is found that the Successful Bidder misuses the customized features of the Punjab Government for any purpose other than for the supply of Laptop computers to the Purchaser, the Project Directorate, IT Labs Project and /or the Government would have the right to proceed against the Successful Bidder. The successful bidder will be liable to pay agreed sum of Rs.10.00 Lakhs (Rupees Ten Lakhs only) as Liquidated Damages every time such violation is noticed. The Liquidated Damages would be in addition to the other liability arising out of any other legal provisions. The Government of the Punjab would also have the right to blacklist such Successful Bidder for any such offence.

Bidder's Signature and Stamp

16. Payment Terms

- 1) All payments will be made in Pakistani Rupee only.
- 2) No advance will be paid or no letter of credit will be issued.
- 3) 90% payment will be released after successful completion of supply and acceptance.
- 4) The remaining payment will be subject to fulfillment of warranty and service related obligations and claim for it would lie after one year of the acceptance of the total purchase order.
- 5) The Duties and Taxes as built in the price of the approved Bid will be paid. In case, the Duties/Taxes have been reduced retrospectively by the Government, the successful bidder will be liable to return the same.
- 6) The Successful Bidder will have full and exclusive liability for payment of all Duties, Taxes and other statutory payments payable under any or all of the Statutes/Laws/Acts etc now or hereafter imposed in Pakistan.

Bidder's Signature and Stamp

17. Minimum Technical Specifications

LAPTOP / NOTE BOOK		
Sr. #	ITEM	DESCRIPTION
1	Construction and Externals	Metal / Alloy / reinforced hinges for Display Customized Color LCD screen back with designed Logo
2	Intel Pentium Processor	Intel Pentium Dual Core B950 (2.10 GHz or higher, 2MB cache)
3	Mother Board	Intel HM65 chipset or higher
4	Memory	2 GB of DDR-III or higher
5	Hard Disk Drive	Min 320 GB SATA Hard Drive or Higher
6	Super Drive	CD+/-RW and 8X DVD R or higher, compatible with Microsoft Windows 2000/Xp/2003/Vista/7 and Red Hat Linux.
7	Video/Display Card	On-board Graphics Controller
8	Sound Card	Standard
9	Network Adapter	On-Board 10/100/1000 base-T Ethernet card (Microsoft Windows 2000/Xp/vista/7, 2003, Red Hat Linux Supportive)
10	LCD Display	14-15" SXGA TFT Active Matrix Display
11	Integrated I/O Interfaces like	2 USB 2.0 Port. 1 RJ45 Jack for Ethernet, External VGA Port, and 4-1 Card Reader and other standard features
12	Wireless LAN	Wireless 802.11abg 54 Mbps or higher, Microsoft Windows 2000/Xp/2003, Red Hat Linux Supportive.

Bidder's Signature and Stamp

13	Web Cam	Built in Web cam
14	Batteries & Power Adopter	Li-ion Re-chargeable Battery pack with estimated 2 hours battery life or higher
15	PC Card Slots	One Type I or II
16	Mouse & Key Board	84/85 keys pad and integrated Touch Pad/Pointing Device
17	Carrying bag	Polyester fabric Soft back pack Carrying bag Government Logo, image and Scheme name shall be screen printed on the front pocket as per the designed Logo
18	Mouse (External)	2.0 USB 2-Button Optical Mouse with Scroll
19	Operating System & Antivirus	Pre-Loaded Windows 7 Home Edition & Antivirus with media Kit
20	Customized Bios	Customized project logo in Bios
21	Standard accessories	Power cable with two/ three pin socket and plug, Interface cable, Power adopter and charger, User manual
22	Warranty (Certificate from the manufacturer)	Minimum 1 year comprehensive warranty including battery

18. Tentative Specification for Laptop Computer Backpack

The tentative model and specification for the Laptop Computer backpack is given below. The Bidder should get the sample backpack approved by Testing Agency notified by the Government before using in production.

Bidder's Signature and Stamp

1. Tentative Model for Laptop Computer Backpack



2. Tentative Specification for Laptop Computer Backpack

1.	Suitability	To accommodate 15.6" size Laptop Computer Approximately
2.	Size	43 cm (H) x 33 cm (W) x 23 cm (D) approximately
3.	Material	Polyester fabric, nylon bonded thread, branded zippers and sliders
4.	Compartments	Three compartment bag (Laptop, Text book, Power adapter, utility pocket) with padded sleeve, Utility pocket in the front and side packets
5.	Padding	Padded handle, Padding on the back for comfort and air flow curved and padded contoured shoulder straps
6.	Weight	0.86 kg approximately
7.	Logo and image	Government Logo, image and Scheme name etc shall be on the front pocket as per the design which will be given by the Project Directorate, IT Labs Project

Bidder's Signature and Stamp

19. Carton Box Printing Contents

Front & Rear Side Printing

The text shall be suggested by the Project Directorate before start of production

Left & Right side Printing

“HANDLE WITH CARE”

Along with standard symbols of Packaging and the table as given below:

Serial Number	**
Contents	Laptop Computer
Quantity	One
Voltage / Watts	170 ~ 270 V AC, 50 Hz
Size of packing box	---cm(L) x----- cm (W) x ---- cm (H)
Unit Size	---cm(L) x----- cm (W) x ---- cm (H)
Weight	Net——Kg Gross -----Kg
Manufactured in	Month & Year Made in (country name)

The Laptop Computers will be marked as “Made in (country name)” in the appropriate place.

Details of Laptop Computer serial number pattern provided to each successful bidder

The following serial number pattern may be followed by all the successful bidders.

The Laptop Computer serial number consists of six segments 2 + 1 + 2 + 2 + 2 + 7 = 16 and the details are given below. Only numbers shall be used. All the

Bidder’s Signature and Stamp

numbers shall be continuously written.

Supplier code	Phase	Supplier Model Number	Year	Month	Laptop Computer Serial Number
2 digits	1 digit	2 digits	2 digits	2 digits	7 digits

Bidder's Signature and Stamp

Project Directorate, IT Labs Project,
15 Justice Sardar Iqbal Road, Off-Zafar Ali Road,
Gulberg V, Lahore.

20 .Testing Format & Pattern

FORM-A

1	Service Request No.				
2	Name & Address of the Client				
3	Description & Identification of Test Sample(s)	Nomenclature:			
		Make:			
		Model:			
		Tag No:			
		Accessories			
4	Sample(s)	Received Date: <u>dd.mm.yyyy</u>	Test Completed		
5	Testing performed at	_____ Centre			
5	No. of sample(s) tested	In Figure: _____ In Words: _____			
6	Standard/Test Procedure	As per Specification Customer's _____ Tender			

FORM-B

REQUIRED SPECIFICATIONS			
Sr. #	DESCRIPTION	RESULTS	REMARKS
1	Metal / Alloy / reinforced hinges for Display Customized Color LCD screen back with designed Logo		
1	Intel Pentium Dual Core B950 (2.10 GHz, 2MB cache)		
2	Intel HM65 chipset		

Bidder's Signature and Stamp

3	2 GB of DDR-III		
4	Min 320 GB Hard Drive or Higher		
5	CD+/-RW and 8X DVD R or higher, compatible with Microsoft Windows 2000/Xp/2003/Vista/7 and Red Hat Linux.		
6	On-board Graphics Controller		
7	Sound card Standard		
8	On-Board 10/100/1000 base-T Ethernet card (Microsoft Windows 2000/Xp/vista/7, 2003, Red Hat Linux Supportive)		
9	14-15" SXGA TFT Active Matrix Display or higher		
10	2 USB 2.0 Port. 1 RJ45 Jack for Ethernet, External VGA Port, and 4-1 Card Reader and other standard features		
11	Wireless 802.11abg 54 Mbps or higher, Microsoft Windows 2000/Xp/2003, Red Hat Linux Supportive.		
12	Built in Web cam		
13	Li-ion Re-chargeable Battery pack with estimated 2 hours battery life or higher		
14	One Type I or II		
15	84/85 keys pad and integrated Touch Pad/Pointing Device		
16	Polyester fabric Soft back pack Carrying bag.		

Bidder's Signature and Stamp

	Government Logo, image and Scheme name shall be screen printed on the front as per the designed Logo		
17	2.0 USB 2-Button Optical Mouse with Scroll		
18	Pre-Loaded Windows 7 Home Edition & Antivirus with media Kit		
19	Power cable with two/ three pin socket and plug, Interface cable, Power adopter and charger, User manual		
20	1 year comprehensive warranty including battery (Certificate from the manufacturer)		
21	Customized project logo in Bios		
22	RoHS and any other certificates		
23	Compliance with CE, FCC and Energy Star, UL, EPEAT standards and certifications		

FORM-C

Sr No.	<i>Specification /Requirement</i>		Results	Remarks
1	Visual Examination	The Laptop shall be free from workmanship defects, cracks, scratches, nicks, burns, sharp edges etc		
2	Functional performance	Check for Display, data availability, OS Booting by Power on		

Bidder's Signature and Stamp

3	Effect of Power Supply variation	The Laptop shall meet the functional requirements when operated on direct power supply or on battery	
4	Drop (free fall) Test (IS 9000-7-4) Height: 25mm No. of falls: 8 (4 corners + 4 edges) Unpacked	After the test, the Laptop shall satisfy Visual examinations and functional requirements	
5	Burn-in test Temperature: 45 degree centigrade Duration: 48 hrs Condition: Power ON	After the test, the Laptop shall satisfy Visual examinations and functional requirements	

Bidder's Signature and Stamp

6	<p><i>Dry heat test (IS: 9000- 3-5)</i></p> <p><i>Temperature: 55 degree Centigrade</i></p> <p><i>Duration: 16h</i></p> <p><i>Condition: unpacked</i></p> <p><i>Power OFF</i></p>	After the test, the Laptop shall satisfy Visual examinations and functional requirements	
----------	---	--	--

FORM-D

No.	Parameters	Results		Remarks
		(Y/N)		
1.	OS Type			
2.	OS Version			
3.	USB Ports			
4.	VGA Port			
5.	LAN Port			
6.	Headphone (Jack)			
7.	Inbuilt Microphone			
8.	Inbuilt Speaker			
9.	Other ports if any			
10.	All keys in keyboard			
11.	Touchpad			
12.	Battery			
13.	Charger			

Bidder's Signature and Stamp

Bidder's Signature and Stamp

Project Directorate, IT Labs Project,
15 Justice Sardar Iqbal Road, Off-Zafar Ali Road,
Gulberg V, Lahore.

Page 73

21. Details of Items and Quantity

#	Item Description	Units	Approximate Quantity
1.	Laptop computers as per Technical Specification	Numbers	100,000
2.	User manual in English – (Single Booklet)	Numbers	100,000
3.	Do's and Don'ts instruction guide in English and if feasible in Urdu as well	Numbers	100,000
4.	Laptop Backpack as per tentative specification	Numbers	100,000
5.	Internet hotspots	Numbers(Minimum	50
6.	CDs(Software CDs and other)	As per requireme	
7.	Other quantifiable items in 11.4	Number	

Bidder's Signature and Stamp

22. Technical Proposal (Envelope-A)

All pages of the Technical Proposal should be organized section-wise, annexed with proof documents, serially numbered and stitched intact and submitted. Additional columns and rows/fields can be added. The certificates/undertakings/documentary evidence wherever required from the Bidder, Principal Manufacturer, Government must be added otherwise, no explanation shall be accepted.

1 Profile of the Bidder

#	Particulars	Bidder or Prime Bidder	Consortium Partner-1	Consortium Partner-2
1.	Name of the Company			
2.	Year of incorporation			
3.	Registered office			
	Address			
	Office Telephone Number			
	Fax Number			
	Contact Person			
	Name			
	Personal Telephone Number			
	Email Address			
5.	Local office if any			
	Address			
	Office Telephone Number			
	Fax Number			
6.	Bid Signing Authority			
	Name			
	Address			
	Personal Telephone Number			

Bidder's Signature and Stamp

	Email Address			
	Please enclose Authorization or Power of Attorney to sign and submit the Bidding			
7.	Address for communications under the current Bidding			
8.	Registration Details			
	Permanent Account Number			
	NTN Registration Number			
	GST Registration Number			
	Service Tax Registration Number if any			
9.	Any other Registration with name			
	Banker's Name, Address and Account Numbers			

2 Bid Security

#	Particulars	Please furnish details
1.	Name of the Bank	
2.	CDR	
3.	Date	
4.		

3 Furnish details for meeting the Eligibility Criteria

d) Details about Incorporation/Registration

#	Description	Bidder or Prime Bidder	Consortium Partner-1	Consortium Partner-2
1.	Year of Incorporation			
2.	Please enclose Certificate of Incorporation			

Bidder's Signature and Stamp

3.	In case of Consortium, please enclose the registration certificate and the Letter of Intent to execute consortium and Power of Attorney signed by the legally authorized signatories of all the partners			
----	--	--	--	--

2) Details about Manufacturing

#	Description	Please furnish details
1.	Name of the Bidder or Consortium partner in the Laptop computer manufacturing business	
2.	Please enclose Manufacturing License	
3.	Date of commencement of Laptop computer production	
4.	Date of commencement of Laptop Computer Sales	
5.	Manufacturing plant address if any	
6.	Please enclose returns of , Income Tax, Sales Tax , Excise duty or GST filed or any valid proof of	

3) Details about Total Assets

#	Audited years	Bidder or Prime Bidder	Consortium Partner-1	Consortium Partner-2
1.	2009-2010			
2.	2008-2009			
3.	2007-2008			
4.	Please enclose audited Annual Reports including Balance sheets, Income statement and Profit and Loss accounts for the audited years			

4) Details about Net Income

#	Audited years	Bidder or Prime Bidder	Consortium Partner-1	Consortium Partner-2

Bidder's Signature and Stamp

1.	2009-2010			
2.	2008-2009			
3.	2007-2008			
4.	Please enclose audited Annual Reports including B Income statement for the audited years			

5) Details about Working Capital

#	Audited years	Bidder or Prime Bidder	Consortium Partner-1	Consortium Partner-2
1.	2009-2010			
2.	2008-2009			
3.	2007-2008			
4.	Please enclose audited Annual Reports including Balance sheets, Income statement and Profit and Loss accounts for the audited years			

6) Detail about Income Tax

#	Audited years	Bidder or Prime Bidder	Consortium Partner-1	Consortium Partner-2
1.	2009-2010			
2.	2008-2009			
3.	2007-2008			
4.	Please enclose audited Annual Reports, Income Tax returns.			

7) Detail about Annual Sales

#	Audited years	Bidder or Prime Bidder	Consortium Partner-1	Consortium Partner-2
1.	2009-2010			
2.	2008-2009			

Bidder's Signature and Stamp

3.	2007-2008			
4.	Please enclose audited Annual Reports, Income Tax returns.			

8) Detail about Computer Hardware Projects

#	Audited years	Bidder or Prime Bidder	Consortium Partner-1	Consortium Partner-2
1.	2009-2010			
2.	2008-2009			
3.	2007-2008			
4.	Please enclose purchase orders, agreements, inspection reports, payment proof indicating the amount.			

9) Detail of Tax Waivers for the Education Projects from FBR Pakistan

#	Audited years	Bidder or Prime Bidder	Consortium Partner-1	Consortium Partner-2
1.	2009-2010			
2.	2008-2009			
3.	2007-2008			
4.	Please enclose Proof from FBR.			

10) Details about HR requirements

#	Name	Designation	Department	Length of Service
1.				
2.				
3.				

Bidder's Signature and Stamp

4.				
----	--	--	--	--

11) Details about Manufacturing Capacity if any of the Bidder

#	Description	Please furnish details
1.	Manufacturing capacity per annum	
2.	Please enclose valid proof for the manufacturing capacity	
3.	Any other detail	

12) Details about Sales Capacity of the Principal in Laptops

#	Audited Years	No. of Laptop Computers sold
1.	2009-2010	
2.	2008-2009	
3.	2007-2008	
4.	Please enclose annual relevant Excise duty return or GST return filed or any valid proof	

13) Details about Sales Capacity of the Bidder in Computer Hardware

#	Audited Years	No. of Laptop Computers sold
1.	2009-2010	
2.	2008-2009	
3.	2007-2008	
4.	Please enclose annual relevant Excise duty return or GST return filed or any valid proof	
5.		

Bidder's Signature and Stamp

14) Details about International Ranking of the Brands quoted (Annex documentary proof)

15) Details about Internet Hotspots (Pl provide Undertaking)

16) Details about Additional CSR (Pl provide Undertaking)

17) Details about the Tier-1 Partnership with the Principal Manufacturer (Annex certificates)

18) Details about the Quality Certification/ Standard conformance (all certifications as required in mandatory conditions of bid evaluation criteria.

#	Details	Certification
---	---------	---------------

Bidder's Signature and Stamp

1.	Validity of the ISO 9001:2008 certificate or the latest	Issued date: Validity date:
2.	Please enclose copy of the ISO Certificate	
3.	In case of manufacturer adopted Total Production Management (TPM) and Six Sigma if any please furnish details of Certification	
4.	CE Certification	
5.	FCC Certification	
6.	ROHS Certification	
7.	Conformance to Health and Safety laws in Pakistan	
8.	Energy Star	
9.	EPEAT	
10.	UL Certification	

19) Details about the Blacklisting

#	Description	Bidder or Prime Bidder	Consortium Partner-1	Consortium Partner-2
---	-------------	------------------------	----------------------	----------------------

Bidder's Signature and Stamp

22) Details about the Commitment from the Principal to meet the Supply within Delivery Schedule (Pl provide an Undertaking)

23) Details about the Commitment from the Principal Manufacturer to start domestic production in Punjab (Pl provide an Undertaking)

Signature of the authorised person:

Name of the authorised person:

Designation:

Name and Address of Bidder

Stamp of Bidder

Bidder's Signature and Stamp

Appendix-1 Bidder's undertaking covering letter

(Letter should be submitted by Bidder(s) Letter Head)

Date:

To
The Project Manager,
IT Labs Project,
Government of the Punjab
15- Justice Sardar Iqbal Road
Off Zafar Ali Road, Gulberg V, Lahore.

Dear Sir,

Sub: Contract for Supply and Commissioning of Laptop Computers under the scheme, "Advancement Of Information Technology Amongst Students Through Provision Of Laptop Computer" of the Higher Education Department, Government of the Punjab for free distribution of Laptop Computers to the Students

Ref: Advertisement in Daily..... Dated.....

1. We have examined the Bidding Documents for Supply and Commissioning of the Laptop Computers. We undertake to meet the requirements regarding supply and commissioning of Laptop Computers and warranty and services as required and are prescribed in the Bid Documents.
2. We attach our Technical Proposal (including samples) and Financial Proposal in separate sealed covers as required by the Bidding Documents both of which together constitutes our Proposal, in full conformity with the said Bidding Documents.
3. We have read the provisions of Bidding Documents and confirm that these are acceptable to us. We further declare that additional conditions, variations, deviations, if any, found in our response shall not be given effect to.
4. We undertake, if our Bid is accepted, to adhere to the scope of work as specified in the Bidding Documents including the required CSR or such

Bidder's Signature and Stamp

modified plan as may subsequently be described and intimated.

5. We agree to unconditionally accept all the terms and conditions set out in the Bidding Documents and also agree to abide by this Bid response for a period as mentioned in the Bidding Documents from the date fixed for Bid opening and it shall remain binding upon us with full force and virtue, until within this period a formal contract is prepared and executed, this Bid response, together with your written acceptance thereof in your notification of award, shall constitute a binding contract between us and the Project Directorate, IT Labs Project.
6. We affirm that the information contained in the Technical Proposal or any part thereof, including its exhibits, schedules, and other documents, undertakings and instruments delivered or to be delivered to the Project Directorate, IT Labs Project is true, accurate, and complete. This proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead the Project Directorate, IT Labs Project as to any material fact.
7. We agree that the Project Directorate, IT Labs Project is not bound to accept the lowest or any Bid you may receive. We also agree that you reserve the right in absolute sense to reject all or any of the products/ service specified in the Bid Response without assigning any reason whatsoever.
8. It is hereby confirmed that I/We are entitled to act on behalf of our company/ organization and empowered to sign these Bidding Documents as well as such other documents, which may be required in this connection.
9. We also declare that our Company/Organization is not blacklisted by any of the Federal or Provincial Government and organizations of the Federal or Provincial Government in Pakistan in the past three years as on 15/11/201 1.

Signature of the authorised person: Name
of the authorised person: Designation:
Name and Address of Bidder
Stamp of bidder

Bidder's Signature and Stamp

Appendix 2 CERTIFICATE AS TO AUTHORISED SIGNATORIES

I/we certify that I/we are of the , and that
..... who signed the above
Bidding Documents and the Bid has/have been duly authorized to sign the
same on behalf of our Company/Firm/Organization. (Note: Pl get it signed by
all the members of the Board of Directors/ Owners/ Partners)

Date:

Signature:

Seal:

Bidder's Signature and Stamp

Appendix-3 Manufacturer’s Authorisation

(For Bidders who are other than manufacturers)

To
The Project Manager,
IT Labs Project,
Government of the Punjab
15- Justice Sardar Iqbal Road,
Off Zafar Ali Road, Gulberg V, Lahore.

Sub: Contract for Supply and Commissioning of Laptop Computers under the scheme” “Advancement Of Information Technology Amongst Students Through Provision Of Laptop Computer” of the Higher Education Department, Government of the Punjab for free distribution of Laptop Computers to the students .

We hereby certify and authorize ----- (type the Name and Address of the Bidder) to submit a Bid and subsequently negotiate and sign the contract with the Higher Education Department Project Directorate, IT Labs Project against the Bidding Ref.: **Advertisementname, date** for the Supply and Commissioning of Laptop Computers manufactured by us and endorse the additional commitment of CSR. We hereby extend our full guarantee and warranty for the goods offered for supply and commissioning by the above company against these Bidding Documents.

(Signature for and on behalf of Manufacturer or Principal)

Note: Competent authority of the Manufacturer/Principal should issue letter of authority.

Bidder’s Signature and Stamp

Project Directorate, IT Labs Project,
15 Justice Sardar Iqbal Road, Off-Zafar Ali Road,
Gulberg V, Lahore.

Appendix-4 Model Form of Contract

To be executed on a Rs..... Stamp paper bought in the name of Higher Education Department, Government of the Punjab by the Successful Bidder for the Supply and Commissioning of Laptop Computers (NO FIGURES IN NUMERALS OR WORDS SHALL BE FILLED UP IN THIS SAMPLE FORM AT THE TIME OF SUBMISSION OF BIDDING)

CONTRACT

This Contract is entered into at Lahore on the day of 2011

between

Higher Education Department, Government of the Punjab Limited acting through the Project Directorate, IT Labs Project, a wholly owned entity of the Government of the Punjab hereinafter referred as(Which term shall mean and include its successors and permitted assigns) on behalf the Government of the Punjab, hereinafter referred to as “Purchaser” and , a Company registered under and having its

Registered office at hereinafter referred to as the “Successful Bidder” (Which term shall mean and include its successors and permitted assigns)

Whereas the Project Directorate, IT Labs Project acting on behalf of the Higher Education Department, Government of the Punjab invited a Contract Bidding vide Bidding Ref. No. for the Supply and Commissioning of Laptop Computers inclusive of establishment of the internet hotspots as quoted in the Bid Documents throughout the Province of Punjab and the Successful Bidder was

Bidder’s Signature and Stamp

selected as one of the suppliers as per the following terms and conditions:-

1. These Bidding Documents on having been signed by both the parties shall constitute a binding contract between the parties and shall remain in force for a period of one year. But in the event of any breach of the Contract at any time on the part of the Successful Bidder, the contract shall be terminated by the Higher Education Department, Government of the Punjab acting through the Project Directorate, IT Labs Project without compensation to the Successful Bidder. The contract may also be put to an end at any time by the Purchaser upon giving seven days' notice to the Successful Bidder.
2. The Successful Bidder agrees to supply and commission a quantity of No. of Laptop Computers with Accessories, service centres/authorized service centers, establishment of the agreed internet hot spots and additional CSR..... by the Principal Manufacturer and one year warranty period with one year warranty for the Battery used in the Laptop Computers after carrying out successfully all tests/inspections prescribed by the Project Directorate, IT Labs Project at the price of Rs. ___/- (Rs only) per Laptop computer to the Purchaser as per the Delivery Schedule for the number of indicated institutions given in the Bid Documents and reproduced below:
 - a)
 - b) The Duties and Taxes/or Fees as applicable at the time of supply within the Delivery/ Acceptance Schedule specified in the Bidding Documents will be paid. In case, the Duties and/or Taxes have been reduced retrospectively, the Successful Bidder is liable to return the same.

3 However, the Project Directorate, IT Labs Project would not be liable or responsible
Bidder's Signature and Stamp

for the increase in duties / taxes as above, if the same arises due to delay on the part of the Successful Bidder.

4 The Successful Bidder shall set up a local office in Lahore if not already existing withindays from the date of issue of Letter of Acceptance by the Project Directorate, IT Labs Project.

5 Supply and Commissioning

- a) Supply and Commissioning of the ordered items shall be as per the Delivery/Acceptance Schedule.
- b) The Laptop Computers shall be delivered at institutions (Universities, Colleges, or the sites/ places) in the designated /allotted/ selected districts (which may be all districts) in the province of the Punjab, Pakistan.
- c) Separate guidelines for the delivery, commissioning and acceptance may be issued by the Project Directorate, IT Labs Project or anybody/ entity authorized by the Government of the Punjab to the Successful Bidder from time to time.

6. Insurance

The delivery of goods to the destination is the responsibility of the Successful Bidder only. The goods supplied under the contract shall be covered for comprehensive insurance by the Successful Bidder till delivery and acceptance by the authority/authorities concerned.

7. Acceptance

The Heads of the institutions or their duly authorized representative/ representatives will make suitable arrangements for verifying the Laptop Computers and acceptance. Suitable guidelines may be issued by the Project Directorate, IT Labs Project in this regard under the direction of the Higher Education Department, Government of the Punjab.

Bidder's Signature and Stamp

8 The Successful Bidder shall set up Service Centre Facility in all the Divisional Headquarters and the Authorized Service Centres in the allotted Districts by the Project Directorate within days from the date of receipt of Letter of Acceptance. These Service Centres/Authorized Service Centers shall operate during the warranty period of 12 months plus a grace period of three months.

9 Support Services

- a) The Successful Bidder shall provide comprehensive maintenance of the Laptop Computers, which shall include corrective maintenance at the delivery locations.
- b) The service personnel of the Successful Bidder shall schedule occasional visits to the universities/colleges for attending the complaints or service calls.
- c) The maintenance shall include replacement of all parts. If any complaint is received by the Successful Bidder, the same should be repaired/ restored/ replaced within 7 days.
- d) If the Successful Bidder, having been notified by the end user fails to rectify the defect(s) and restore the items in good working condition within the period specified above, a penalty of 1% of the cost of the laptop computer per week of the breakdown period will be levied.

10. The goods or materials to be supplied under this contract are to be of the quality and the sort mentioned in the Purchase Order.

11. The goods or materials are to be delivered in the manner at places indicated by the Project Directorate, IT Labs Project / Purchaser

Bidder's Signature and Stamp

without any extra cost in such quantities or numbers contained in the Purchase Order. Any amendments to the orders in terms of quantities or delivery period etc may be incorporated on a mutually agreed basis.

12. The goods sold under this Contract shall not be taken back except the manufacturing defects or those not passing the required inspection. However any replacement necessitated, as part of the warranty commitments shall be carried out by the Successful Bidder and faulty parts/materials that arise out of such replacements shall be taken back by the Successful Bidder within a reasonable time.
13. If the supply of the ordered items are not effected as specified in the Purchase Order, the Purchaser / the Project Directorate, IT Labs Project shall have the full authority to cancel the Order and to take any such action that will be deemed fit in the circumstances.
14. In case of failure by the Successful Bidder to deliver goods or materials/services demanded from them within the period specified for delivery and acceptance or in case of goods or materials delivered by them, not being of the stipulated quality and specifications or in the case of goods or materials being delivered without a correct invoice in triplicate, the Project Directorate, IT Labs Project Shall have the power to reject any such goods or materials and to purchase from others irrespective of any goods or materials so rejected or not delivered. Unless the Successful Bidder shall themselves forthwith supply that shall be sufficient and satisfactory any excess of cost so incurred by the Purchaser over the contract price together with all charges and expenses attending the purchase shall be recoverable by the Purchaser / Project Directorate, IT Labs Project from the Successful Bidder.

15. Liquidated Damages for delayed supply and for Misuse of the Government Logo

Bidder's Signature and Stamp

1) This is a time bound project. Any delay may adversely affect the project benefits. Hence if the Successful Bidder fails to deliver the materials as per schedule specified, the following liquidated damages (LD) will be applied.

2) In the event of non-fulfillment of the delivery schedule, a Liquidated Damages at the rate of 2% on the quoted/approved value of the undelivered quantity of the order will be levied per month and LD will be counted on daily basis. The Liquidated Damages amount will be automatically deducted from the Bills submitted by the Successful Bidder. And if the delivery is not completed after the lapse of consecutive three months, the Project Directorate, IT Labs Project may make alternative arrangement and the cost incurred by the Project Directorate, IT Labs Project for doing the same will be deducted from the Successful Bidder.

3) If it is found that the Successful Bidder misuses the customized features of the Punjab Government for any purpose other than for the supply of Laptop computers to the Purchaser, the Project Directorate, IT Labs Project and /or the Government would have the right to proceed against the Successful Bidder. The successful bidder is liable to pay agreed sum of Rs.10.00 Lakhs (Rupees Ten Lakhs only) as Liquidated Damages every time such violation is noticed. The Liquidated Damages would be in addition to the other liability arising out of any other legal provisions. The Government of the Punjab would also have the right to blacklist such Successful Bidder for any such violation /offence.

16. Warranty

- a) The Laptop computers supplied shall be under a warranty against any
Bidder's Signature and Stamp

manufacturing defect for a period of 12 months from the date of supply and commissioning at the designated centres and acceptance by the authority including the Batteries used in the Laptop computers

- b) The free warranty period of 12 months for the Laptop Computer and the Laptop Computer Battery shall start from the date of supply and commissioning at the designated centres against breakages, malfunctions and breakdowns due to manufacturing defects, but does not include physical damages by the End User.
- c) The Successful Bidder shall be liable to make good the loss by replacing the Laptop computers or components found defective during the warranty period free of cost to the end user.
- d) Irrespective of the warranty obligations, the Successful Bidder is liable for replacing a faulty Laptop computer due to any manufacturing defects within 60 days after supply and commissioning. Replacement of spare parts during warranty period arises only after the above stated 60 days period.
- e) The warranty will cover all the materials and goods supplied by the Successful Bidder under this contract irrespective of the fact whether these have been manufactured by the Successful Bidder or not.

17. PAYMENT TERMS:

- 1) All payments will be made in Pakistani Rupee only.
- 2) No advance will be paid or no letter of credit will be issued.
- 3) 90% payment will be released after successful completion of supply and acceptance.
- 4) The remaining payment will be subject to fulfillment of service and warranty obligations and claim for it would lie after one year of

Bidder's Signature and Stamp

acceptance of the total purchase order.

- 5) The Duties and Taxes or other charges as applicable at the time of supply within the Delivery Schedule specified in the Bid will be paid by the Successful Bidder. In case, the Duties and/or Taxes have been reduced retrospectively, the Successful Bidder is liable to return the same.
- 6) The Successful Bidder will have full and exclusive liability for payment of all Duties, Taxes and other statutory payments payable under any or all of the Statutes/Laws/Acts etc now or hereafter imposed in Pakistan.

18. Force Majeure

- a. Subject to sub clause (c), in a Force Majeure situation which directly and materially hinders/hampers the Contractor's ability to perform its obligations under the Contract, the Parties will be excused from performance of their respective obligations under the Contract until the existence/persistence of the Force Majeure Event.
- b. For purposes of this clause, "Force Majeure" means an event beyond the control of the Contractor and not involving the Contractor's fault or negligence or not reasonably foreseeable. Such events may include, but are not restricted to, acts of the God, wars, acts of terrorism, fires, floods, epidemics, quarantine restrictions.
- c. If a Force Majeure situation arises, the Contractor shall promptly notify the Purchaser in writing of such condition and the cause thereof with a copy to the Purchaser. Unless otherwise directed by the Purchaser in writing, the Contractor shall continue to perform its obligations under
Bidder's Signature and Stamp

the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

- d. If a Force Majeure Event persists for more than six (6) months from the date of the notice under sub clause (c) above, the Contractor may apply to the Purchaser seeking termination of the Contract. If the Purchaser agrees, the Contract may be terminated.
- e. If a Force Majeure event persists for more than six (6) months from the date of the notice under the sub clause (c) above, Purchaser may at its own absolute discretion terminate the Contract.
- f. In the event of termination under clause (d) or (e) , the Contractor shall be entitled to receive such part of the Contract Price as pertains to the Goods which have been, as on the date of termination, implemented in accordance with the terms of the Contract. In case, at the time of termination, any action is pending on the part of the contractor regarding delivery and acceptance of the Goods or warranty and maintenance support or services as required under the contract which cannot be completed, the Purchaser shall be entitled to utilize the Performance Guarantee/ or demand additional sum for such Goods/Services to ensure continued provisioning thereof. This shall be without prejudice to any other rights and remedies which the Purchaser may have under the Contract or under the relevant laws.

19. The following Documents shall be deemed to form and be read and

Bidder's Signature and Stamp

construed as part of this Contract.

- a) Technical Specifications
- b) Bidding Terms and Conditions
- c) Amendments issued by the Project Directorate, IT Labs Project for the Bidding Documents
- d) Corrigendum/Clarifications issued by the Project Directorate, IT Labs Project for the Bid Documents
- e) Any informal agreement made by the Purchaser and the Successful Bidder which include a commitment.
- f) Detailed final offer of the Successful Bidder
- g) Purchase Order(s) issued by the Project Directorate, IT Labs Project
- h) Correspondence made by the Project Directorate, IT Labs Project to the successful Bidder from time to time during the period of the contract.

Wherever the offer /conditions furnished by the Successful Bidder are at variance with conditions of this Contract or conditions stipulated in the Purchase Order, the latter shall prevail over the offer conditions furnished by the Successful Bidder.

20. Any waiver of any terms and conditions by the Project Directorate, IT Labs Project / Purchaser without in writing shall not have the effect of waiving or abandoning other terms and conditions of the contract.

21.(a) Unless otherwise provided in the Contract, any notice, request, consent or other communication given or required to be given hereunder shall be given by mailing the same by registered mail, postage prepaid, in the case of the Successful Bidder to the Project Directorate, IT Labs Project at its Registered Office set forth above or with other addresses and to the attention of such other person or persons as may hereafter be designated by like notice hereunder and any such notice sent by post shall be deemed to have been served on

Bidder's Signature and Stamp

the date when in the ordinary course of post, it would have been delivered at the address to which it was sent.

(b) Any notice to the Successful Bidder shall be deemed to be sufficiently served, if given or left in writing at their usual or last known place of abode or business.

22. Termination of Contract

22.1 Termination for default

- a) The Higher Education Department acting through the Project Directorate, IT Labs Project may without prejudice to any other remedy for breach of contract, by written notice of default with a notice period of seven days, sent to the Successful Bidder, terminate the contract in whole or part, (i) if the Successful Bidder fails to deliver any or all of the goods within the time period(s) specified in the Contract, or fails to supply the items as per the Delivery Schedule or within any extension thereof granted by the Project Directorate, IT Labs Project; or (ii) if the Successful Bidder fails perform any of the obligation(s) under the contract; or (iii) if the Successful Bidder, in the judgment of the Project Directorate, IT Labs Project, has engaged in fraudulent and corrupt practices in competing for or in executing the Contract.
- b) In the event Project Directorate, IT Labs Project terminates the Contract in whole or in part, the Project Directorate, IT Labs Project may procure, upon terms and in such manner as it deems appropriate, the goods and services similar to those and delivered and the Successful Bidder shall be liable to the Project Directorate, IT Labs Project for any additional costs for such similar goods. However, the Successful Bidder shall continue the performance of the contract to the extent not terminated.

Bidder's Signature and Stamp

22.2 Termination for Insolvency

The Project Directorate, IT Labs Project may at any time terminate the Contract by giving written notice with a notice period of 7 days to the Successful Bidder, if the Successful Bidder becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Successful Bidder, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Project Directorate, IT Labs Project.

22.3 Termination for Convenience

The Project Directorate, IT Labs Project may by written notice, with a notice period of seven days sent to the Successful Bidder, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Project Directorate, IT Labs Project's convenience, the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective. On termination, the successful Bidder is not entitled to any compensation whatsoever.

23. In case of any dispute, the matter will be referred to a sole Arbitrator to be appointed by the Government of the Punjab in accordance with the Arbitration Laws of Pakistan. The arbitration shall be held in Lahore, Punjab and the English language English only.

24. Subject to the above, the Courts at Pakistan alone only shall have jurisdiction in the matter.

In Witness whereof the parties hereto have signed on the day, month and year above written in the presence of

Bidder's Signature and Stamp

For and on behalf of Higher Education Department, Government of the Punjab	For and on behalf of Successful Bidder
--	--

Witnesses:

1 .

2 .

Witnesses:

1 .

2 .

Bidder's Signature and Stamp

Financial Proposal (Envelope-B)

Cost per Laptop Computers (PKR) inclusive of Accessories, Services/Maintenance and Warranty etc.

Hardware

SRNo.	Details	Cost per Laptop Computer (for Delivery and Acceptance at the designated Locations/Institutions throughout Punjab)	
		Amount in Figure ()	Amount in Words
1.	Basic Cost		
2.	Custom and other import duties		
3.	Excise Duty if any		
4.	General Sales Tax (GST)		
5.	Income Tax (IT)		
6.	Other Taxes/Duties		
7.	Others fees/charges		
8.	Total (Taxes, Duties, and Fees/charges etc.)		
A	Total cost per Laptop Computer without Taxes		

Bidder's Signature and Stamp

B	Total cost per Laptop Computer with Taxes		
C	Total Cost of 100,000 Computers without Taxes		
D	Total Cost of 100,000 Computers Taxes with Taxes		

Software

Sl.No.	Details	Cost per Laptop Computer (for Delivery and Acceptance at the designated Locations/Institutions throughout Punjab)	
		Amount in Figure ()	Amount in Words
1.	Basic Cost		
2.	Custom and other import duties		
3.	Excise Duty if any		
4.	General Sales Tax (GST)		
5.	Income Tax (IT)		
6.	Other Taxes/Duties		

Bidder's Signature and Stamp

7.	Others fees/charges		
8.	Total (Taxes, Duties, Fees/charges etc.)		
A	Total cost per Laptop Computer(Software) without Taxes		
B	Total cost per Laptop Computer(Software) with Taxes		
C	Total Cost of 100,000 Laptop Computers(Software) without Taxes		
D	Total Cost of 100,000 Laptop Computers(Software)with Taxes		

Cost of Warranty per unit Laptop

Figures:

Words:

Per Unit Cost of Laptop Computers including Hardware and Software without Taxes

Figures:

Words:

Per Unit Cost of Laptop Computers including Hardware and Software with Taxes

Figures:

Bidder's Signature and Stamp

Words:

Total Cost of One Hundred Thousands (100,000) Laptop Computers including Hardware and Software without Taxes

Figures:

Words:

Total Cost of One Hundred Thousands (100,000) Laptop Computers including Hardware and Software with Taxes

Figures:

Words:

Total Value of the Proposal for supply and commissioning of the said quantity of one hundred thousand (100,000) laptop computers as per Technical Proposal in accordance with the terms and conditions of the Bidding Documents:

Figures:

Words:

Bidder's Signature and Stamp

Note: In cases of discrepancy between the cost quoted in Words and in Figures, the lower of the two will be considered.

Signature of the authorised person:

Name of the authorised person:

Designation:

Name and Address of Bidder

Stamp of Bidder

Bidder's Signature and Stamp