PROJECT COORDINATION UNIT MINISTRY OF FEDERAL EDUCATION AND PROFESSIONAL TRAINING GOVERNMENT OF PAKISTAN

CORRIGENDUM

REQUEST FOR PROPOSALS FOR ESTABLISHMENT OF EMERGING TECHNOLOGIES CENTRES AT ICT, GB & AJK

Extension in Deadline for Submission of Tender

- With Reference to this department's advertisement captioned "<u>ESTABLISHMENT OF</u> <u>EMERGING TECHNOLOGIES CENTRES AT ICT, GB & AJK</u>" published in national newspapers on 12th July, 2024, the deadline for submission of the Bid is now <u>Thursday 1st August 2024 by</u> <u>or before 02:00 P.M</u>
- 2. The bid opening will now be on Thursday 1st August 2024 at 02: 30 P.M.
- 3. The venue for submission and opening of Bid shall remain the same.
- 4. For any further information, please contact:

Procurement Specialist

Khayaban-e-Suharwarday, Zero Point, Pakistan Manpower Building, Gate 3 Ministry of Federal Education & Professional Training Email: <u>uzma.malik.pcu@gmail.com</u> 051-9252497

REQUEST FOR PROPOSAL

For

ESTABLISHMENT OF EMERGING TECHNOLOGIES CENTRES AT ICT, GB & AJK



DISRUPTIVE EDUCATION: TRANSFORMING SCHOOLS INTO FOUNDRIES OF EMERGING TECH

Project Planning & Development Unit, Ministry of Federal Education and Professional Training (M/o FE&PT), Islamabad

July 2024

INVITATION FOR BID

TENDER / REQUEST FOR THE PROPOSAL FOR THE ESTABLISHMENT OF EMERGING TECHNOLOGIES CENTRES AT ICT, GB & AJK

2. Ministry of Federal Education & Professional Training (M/o FE&PT), Islamabad under the PSDP project titled "Disruptive Education: Transforming Schools into Foundries of Emerging Tech" invites the bids from the eligible vendors/firms for the establishment of emerging technologies centres at ICT, GB &. For this purpose, the M/o FE&PT invites proposals from eligible vendors/firms to establish the specified labs i.e. 30 x Type A: High End Digital Labs with PCs & allied equipment and 320 x Type B Labs with Chromebooks and allied equipment for the FDE Schools within 2 months (60 days), whereas 10% of the total labs will be established at GB and AJK. The proposals should be based on fixed per lab rates for two types of labs, inclusive of all applicable taxes and premiums, and must meet the RFP's specifications.

3. The interested Firms/Vendors are invited to submit sealed bids by following "Single Stage-Two Envelops" bidding procedure in accordance with the PPRA Rules 36(b). Each bid shall comprise two envelopes containing, financial proposal and technical proposal each along with any supplementary documents that the organization feels relevant may be submitted to the Procurement Specialist. Technical Proposals will be opened first; those who will qualify in the technical criteria and specifications will be evaluated financially. Only those who are registered with legal entities are eligible to apply for the bid.

4. The last date for submission of bids will be 29-07-2024 by 02:00 PM. Technical Proposals will be opened on the same date at 02:30 PM in the presence of the representative of the firms who may wish to attend. Bid security of two percent (2%) in the shape of a Pay Order, CDR, or Banker's Cheque, in the name of Procurement Specialist, is required, and must be furnished along with Financial Proposal. M/o FE&PT will not be responsible for any cost or expense incurred by the bidders in connection with preparation or submission of bids. In case of official holiday on the day of submission, next day will be treated as closing date. Bid notice has also been posted on PPRA website (www.ppra.gov.pk) Electronic proposals will not be entertained other than bids required to be submitted through PPRA e-Procurement Portal-EPADS at (www.eprocure.gov.pk). The procuring agency has right to cancel the activity any time. The detailed bidding document/RFP can be downloaded from the PPRA and M/o FE&PT's website. Pre-Bid meeting will be held at Project Coordination Unit, Ministry of Federal Education and Professional Training (M/o FE&PT), Khyaban-e-Suharwardy, Zero Point, Pakistan Manpower Building on 22-07-2024 at 11:00 AM.

Disruptive Education: Transforming Schools Into Foundries Of Emerging Tech

Procurement Specialist, Project Coordination Unit, Ministry of Federal Education and Professional Training (M/o FE&PT) Khyaban-e-Suharwardy, Zero Point, Pakistan Manpower Building, Gate 3, Islamabad Email: <u>uzma.malik.pcu@gmail.com</u> 051-9252497

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1. Request for Bid (RFB):

The Ministry of Federal Education & Professional Training (M/o FE&PT), Islamabad invites bids from eligible vendors/firms for the "establishment of emerging technologies centres at ICT, GB & AJK" for the PSDP Project titled "Disruptive Education: Transforming Schools into Foundries of Emerging Tech" through Request for Proposal (RFP) method under PPRA rules. For this purpose, the M/o FE&PT invites proposals from eligible vendors/firms to supply and install the specified goods/items/equipment for the FDE Schools along with AJK & GB Schools (within 60 days). The Proposals should be based on fixed per lab, inclusive of all applicable taxes and premiums, and must meet the RFP's specifications. Additionally, a two percent (2%) bid security in the form of a Pay Order, CDR, or Banker's Cheque, in the name of Procurement Specialist, is required along with the financial proposal. A Bank Performance Guarantee of ten percent (10%) would be required later from the successful bidder.

2. Eligibility Criteria

The vendors/firms/JVs/Consortiums are requested to submit copies of the following documents as evidence of their eligibility:

- a) A minimum of 3 years of experience in providing IT-related goods or services of similar nature is required. (Vendors/Firms/JVs/Consortiums are requested to attach a summary of all relevant project contracts and purchase orders in tabular form. This should include the **reference number**, **description**, **award and completion dates**, **duration (in days)**, and **total amount**. Additionally, copies of these contracts and purchase orders should be attached in chronological order).
- b) Firms/vendors/JVs/Consortiums must have completed a minimum of 3-5 similar projects with government, donor agencies, or the private sector at national / international level within the past 3 years, accompanied by copies of the respective work orders/contracts.
- c) Must be registered with the FBR or the relevant provincial authorities (if supplying goods within the provinces) and have an active taxpayer status.
- d) The average annual turnover of the last three years must be at least 250 million. (Audited financial statements, stamped by a chartered accountant, must be provided for the last three years.)
- e) The firm/JVs/Consortiums must not have been blacklisted by any organization or government, semi government, autonomous or any financial institution of Pakistan.
- f) A Manufacturing Authorization Letter (MAL) from the original manufacturer, following the standard format, is mandatory. OEM is must
- g) The vendor/firms/JVs/Consortiums must be authorized sellers from a reputed IT manufacture (for chrome book the manufacturer should be google authorized chrome book partner as well).
- h) In Case of a joint venture/consortium, if one of the partners in a JV alone fulfills the threshold in criterion (mention in sub-para (c)&(d), both equally otherwise in terms of scope of work sharing having similar projects portfolio one is huge capacity and other having short will be acceptable but not in terms of legal registration and in terms of taxation and financial worth turnover.

3. Validity of Offers

The offers shall be valid until ninety (90) days from the date of opening of the Proposal.

4. Proposal Variation/Modification

- a) Quantities can be increased or decreased at any time as per the client's (M/o FE&PT) need.
- b) Delivery should be conducted through legal channels, and no grey channels should be utilized. The delivery period including installation is set at 60 days. Transport and taxes import custom duties or any other associated cost will be born up by the supplier into their rates given in total .

5. Preparation of Bids

- a) Proposal shall be evaluated on per lab as a unit rate basis, and the Purchase Order shall be issued to the respective firm offering the lowest evaluated price for all items in total against estimated quantities.
- b) Price Proposal/(s) shall be for all the items as described in the attached scope of requirements.

6. Quoted Price

The quoted price should encompass all applicable taxes and premiums and must be in PKR (Pakistani Rupees).

7. Clarifications / Pre Bid Meeting

For any clarifications regarding this RFB may be sent in writing to Procurement Specialist, PCU, M/o FE&PT, Khyaban-e-Suharwardy, Zero Point, Pakistan Manpower Building, Gate 3, Ministry of Federal Education & Professional Training, Islamabad before or during the pre-bid meeting i.e. **22nd July 2024 11:00 A.M** which will be responded during the pre-bid meeting and documented through minutes. All prospective bidders or their authorized representatives are invited to attend the pre-bid meeting.

The bidders are requested to submit questions, if any, in writing so as to reach the employer before pre-bid meeting. Minutes of the pre-bid meeting, including the text of the questions raised and the replies given, will be transmitted without delay to all purchasers of the Bidding Documents. Any modification of the Bidding Documents thereof, which may become necessary as a result of the pre-bid meeting shall be made by the employer exclusively through the issue of an addendum not through the minutes of the pre-bid meeting.

Absence at the pre-bid meeting will not be a cause for disqualification of a bidder.

8. Sealing and Marking of Proposals

Proposals should be submitted in a single-stage two-envelope format, clearly labelled with the RFP's title/number, description, the name of the Firm/Vendor/JVs/Consortium, and the name of the purchaser, M/o FE&PT.

9. Submission of Proposals

- a) Proposals are to be submitted in the form attached by courier or by hand.
- b) The deadline for submission of Proposals is on or before 29th July 2024 at 02:00 PM.
- c) The address for submission of Proposals is:

Attention:	Procurement Specialist, M/o FE&PT		
Address:	Project Coordination Unit (PCU), Khyaban-e-Suharwardy, Zero Point, Pakistan Manpower Building, Gate 3, Ministry of Federal Education and Professional Training (M/o FE&PT), Islamabad		

10. Opening of Proposals

a) Proposals will be opened by the Purchaser's representatives on the same day after the deadline for the submission of Proposals i.e. 29th July 2024 at 02:30 PM.

11. Evaluation of Proposals / Bid Evaluation

The technical proposals of the qualified bids after evaluation as per Eligibility Criteria shall be evaluated. The Financial Proposals will be opened if Technical Proposal qualifies on given criteria i.e. more than **60%** of total marks of Technical Proposal. The contract will be awarded to Technically Qualified and Lowest Financial Basis.

12. Criteria for Bid Evaluation

The Technical Proposal shall be evaluated based on firm's capability and relevant experience, and key personnel proposed for project team handling this assignment. The criteria and point system for the evaluation of Technical Proposals shall be as under:

S/N	Preliminary Criteria for Bids Responsiveness for further eligibility of getting	Marks
	into Technical evaluation stage	
1	i) Registration with SECP /Register of Firms in Pakistan.	Mandatory
	ii) Relevant FBR Income Tax & GST Registration.	
	iii) Minimum 3 Years of Experience of similar nature projects / services.	
	iv) The total average annual turnover of the last three years must be at least	t
	250 million proved by Audited financial statements.	
	v) Affidavit for non-blacklisted on 100 Rupee Stamp Paper	
	vi) MAL issued by the manufacturer by the Principal not through the agents	5
	should be attached for IT equipment which will be verified with OEM.	
	vii)Proposed product must be google authorized partners registered with google	
	Chromebook. Offered product must be compliant with given specifications.	
2	Technical Proposal covering the following areas separately but integrating all	60 Marks
	areas	
	i) Experience for establishment of IT labs in schools:	
	10 marks for 30 Labs	
	15 marks for 50 Labs	
	20 marks for 50+ Labs	
	(must attach completion certificate)	
	ii) Have Supplied Chromebook in schools	
	10 marks for 250 Chromebooks	
	15 marks for 500 Chromebooks	
	20 marks for 500+ Chromebooks	
	(Supply order and Completion Certificate is required.)	
	iii) Have Completed projects in education Sector:	
	10 marks for 3 projects	
	15 marks for 4 projects	
	20 marks for 5 projects	
	(Completion Certificate is required minimum threshold is 10 million each eligible project)	
3	Working Capital / Net Worth	20 Marks
	250 Million (10 Marks)	
	250 to 500 Million (15 Marks)	
	500+ Million or above (20 Marks)	
1	Furniture Manufacturing Unit 2000 sq ft (could be with JV)	20 Marks
	Total Marks	100
	Passing Marks	60

Technically Qualified with Lowest Financial Bid will be awarded the contract.

13. Documents:

- Bidder must have his own office with facilities, equipment, and skilled human resources.
- Blacklisted bidders/contractors with pending liabilities of any Govt. department and those companies/ contractors/ firms whose renewal/registration is not up to date shall not be eligible to participate in the bidding process.
- Bidder must submit integrity pact as per prescribed format
- Must attach all documents required in technical evaluation.
- Delivery schedules
- Operations and maintenance plan with O&M matrix.

14. Award of Purchase Order

The Purchaser shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Document, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

The Purchaser shall invite by the quickest means the successful Supplier for any discussion/clarification that may be needed to conclude the Purchase Order.

The purchaser shall publish an evaluation report on its website with free access, before issuance of purchase order, and 07 days grievance period will be given. The information shall include the name of the successful Supplier, summary of its scope and their quoted and evaluated prices. The Competent Authority reserves the right to cancel all the offers.

On behalf of the Purchaser:

Project Director: Disruptive Education: Transforming Schools Into Foundries Of Emerging Tech

M/o FEPT, First Floor, Block-C, Pak Secretariate, Islamabad.

For information: <u>uzma.malik.pcu@gmail.com</u>

PURCHASER'S REQUIREMENTS

- i) Payment will be made on a Delivery Goods as per delivery of schools list attached.
- ii) In case of repair of any damage part the Firm shall provide an alternate similar goods on urgent basis without any delay and in this regard no extra charges shall be paid by the Client.
- iii) The firm will provide the price/ lab rates inclusive of all applicable taxes.
- iv) In case of failure of providing good quality services on one month notice contract will be terminated.
- v) The rates should be inclusive of all taxes and transportation cost or repair maintenance cost in case any breakage done by the time of inspection or during inspection any item is not up to the quality requirement that item will be replace without any cost by the firm
- vi) Duration of the contract would be one year for O&M and warranties and 60 days for establishment of labs.
- vii) Inspection will be done by the designated technical/procurement team of the Ministry.
- viii) Invoice will be verified by the technical/procurement team.
- ix) Stock Registers will be maintained by the Procurement team/respective schools with the supervision of Technical/Procurement department Team.
- x) FDE will ensure quality of material delivery and inspection etc.
- xi) Payment in advance is only on booking shipment mobilization against bank guarantee/Insurance bond.
- xii) For each completed lab, the vendor will obtain delivery challan duly signed by the Head of Institute and will submit with invoice.

TECHNICAL SPECIFICATION

1. Establishment of Lab Type A (Per Lab)

30 Labs Total27 at ICT, FDE Schools02 at GB Schools01 at AJK Schools

S.No	Item	Units Per Lab	Minimum Specs
1	Desktop PCs	30	Core i3 10th Gen or Above, 8 GB DDR4 RAM, 250GB SSD, 18" LED or Higher, Intel UHD Graphics, Wireless LAN, Windows 11 (AIO could be suggested with same specifications), Keyboard & Mouse. Complete installation.
2	UPS (5KVa)	1	UPS 5KVa with Batteries & Complete Installation, above 6 Feet, Box Insulated & PVC ducting.
3	LED 65 inch	1	Screen Size: 65", 4K UHD (or higher), 3840x2160 resolution, 60Hz refresh rate, Bluetooth 4.0/5.0, Wi-Fi 2.4GHz/5GHz, 2x HDMI, 2 x USB 2.0, MediaTek 9611 or Quad A55 or up to 1.5GHz or, Mali G52 MP2 or higher Processor, 2GB RAM, 16GB Storage, Android TV [™] 11 or Higher OS, Remote control with batteries, Wall Mount Brackets, HDMI Cabel (3 M) & Installation Included.
3	Computer Tables	30	4.5 feet width and 2.5 feet height made with Laminated MDF sheet with PVC edging and keyboard tray, CPU place, plastic made feet on below to avoid direct contact with floor.
4	Computer Chairs	60	Providing of computer chair for student, with fabric on seat and back, with arms and star base with hydraulic system and wheels. Complete in all respects.
5	Sound System & Mic	1	Must be attached to Teacher's system with good quality of sound and cordless mic, at least 250 Watts, Bluetooth Connectivity, USB Input.
6	Wireless APs	2	Wi-Fi 6, Min Speed 5 GHz(4804 Mbps 802.11ax, HE160) 2.4 GHz (574 Mbps 802.11ax), Min 4-6 Antennas, Ethernet Ports: 1× Gigabit WAN Port, Min 4-6 × Gigabit LAN Ports, IPv4 & IPv6 Supported, Easy In Built Setup with Guide or Step by Step User Manual. Minimum 50 User Connectivity. On Site Installation, Configuration & Connectivity is included.
7	Decore & Electricity	1	Repainting three coats with plastic emulsion paint of approved make and shade to walls and ceiling including cleaning, and sand papering the surface as directed by the Engineer-in- charge. Repainting two coats with enamel paint of approved make and shade to doors & windows including scraping and sand papering the surface as directed by Engineer-in Charge in the lab. Repair of windows including replacement of glass panes wherever required in the lab. 6 Branding Posters (2.5" x 6) with wooden frame & one standie for each labs on approved design. Electric connection to each table with ducting & centralized surge control unit.

2. Establishment of Lab Type B

320 Labs Total

288 at ICT, FDE Schools 16 at GB Schools 16 at AJK Schools

S.No	Item	Units	Minimum Specs
1	Chromebooks	20	Chrome OS, Minimum Quad Core 2.10GHz Processor or higher, 4 GB RAM, 16GB eMMC Storage, 11.6" HD (1366x768) Display, HD 720p Camera, 4/5.1 Bluetooth, 1 Headphone out/Mic-in Combo. In Built Speakers, Wi-Fi Integrated Wireless LAN (802.11ac), Battery backup up to 7 Hrs, 45W USB-Type C Adaptor, Ports: 1PDxUSB-Type C, 1xUSB 2.0 & 3.1, 1xHDMI. Chrome OS must be pre-installed and auto update till 2029.
2	UPS (2KVa)	1	UPS 2KVa with batteries & complete installation, above 6 Feet, Box Insulated and PVC ducting.
3	LED 55 inch	1	Screen Size: 55", 4K UHD (or higher), 3840x2160 resolution, 60Hz refresh rate, Bluetooth 4.0/5.0, Wi-Fi 2.4GHz/5GHz, 2x HDMI, 2 x USB 2.0, MediaTek 9611 or Quad A55 or up to 1.5GHz or, Mali G52 MP2 or higher Processor, 2GB RAM, 16GB Storage, Android TV [™] 11 or Higher OS, Remote control with Batteries, Wall Mount Brackets, HDMI Cabel (3 M) & Installation Included.
3	Student Table	20	4.5 feet width and 2.5 feet height made with Laminated MDF sheet with PVC edging, plastic made feet on below to avoid direct contact with floor.
4	Computer Chairs	40	Providing of computer chair for student, with fabric on seat and back, with arms and star base with hydraulic system and wheels. Complete in all respects.
5	Sound System & Mic	1	Must be attached to Teacher's system with good quality of sound and cordless mic, at least 250 Watts, Bluetooth Connectivity, USB Input.
6	Wireless APs	1	 Wi-Fi 6, Min Speed 5 GHz(4804 Mbps 802.11ax, HE160) 2.4 GHz (574 Mbps 802.11ax), Min 4-6 Antennas, Ethernet Ports: 1× Gigabit WAN Port, Min 4-6 × Gigabit LAN Ports, IPv4 & IPv6 Supported, Easy In Built Setup with Guide or Step by Step User Manual. Minimum 25 User Connectivity. One Year Warranty On Site Installation, Configuration & Connectivity is included.
7	Decore	1	Repainting three coats with plastic emulsion paint of approved make and shade to walls and ceiling including cleaning, and sand papering the surface as directed by the Engineer-in- charge. Repainting two coats with enamel paint of approved make and shade to doors & windows including scraping and sand papering the surface as directed by Engineer-in Charge in the lab. Repair of windows including replacement of glass panes wherever required in the lab. 6 Branding Posters (2.5" x 6) with wooden frame & one standie for each labs on approved design. Electric connection to each table with ducting & centralized surge control unit.



Terms & Conditions:

- Complete installation and enablement of equipment and demonstrating functionality is the responsibility of the vendor.
- Work Completion certificate should be obtained against each completed site duly signed by the School Principal and Designated Focal Person on 100% completion of work.
- List of ICT Schools is attached. However, GB & AJK Schools list will be provided later.
- Samples for furniture will be approved by the procurement committee and will be provided as and when demanded immediately.
- Delivery schedule must be compliant within 60 days time.
- Vendor will provide operational manual and train upto two nominated staff for each lab in the operation and maintenance of the labs.
- Under warranty period, replacement of equipment would be responsibility of the vendor without any additional cost.

Price Schedule

Forms Supplier Bid Form		
From: [Insert Supplier's name]		
Supplier's Representative: [Insert name of Supplier's Representative]		
Title/Position:	[Insert Representatives title or position]	
Address: [Insert Supplier's address]		
Email:	[Insert Supplier's email address]	

То:	Procurement Specialist
Purchaser's Representative:	
Title/Position:	Procurement Specialist /
Address :	M/o FEPT Khyaban-e-Suharwardy, zero point Pakistan Manpower Building /Gate 3 Ministry of Federal Education & Professional training Islamabad
RFP/ BIDS Ref No.:	
Date of BID :	

Dear [insert name of Purchaser's Representative]:

SUBMISSION OF PROPOSAL/BIDS

1. Conformity and no reservations

In response to the above named RFP we offer to supply the Services, as per this Proposal and in conformity with the RFP. We confirm that we have examined and have no reservations to the RFP.

2. Proposal Price

The Price Schedule is as under [insert the total price of the offer in words and figures, indicating the various amounts and the respective currencies].

S/N	Туре	Per Lab	Number of Labs	Total Price
1	Type A at ICT		27	
2	Type A at GB & AJK		03	
3	Type B at ICT		288	
4	Type B at GB & AJK		32	
]	OTAL PRICE INC	L ALL TAXES	
				In Words

3. Proposal Validity

Our Proposal shall be valid until the 90 days in the RFP, and it shall remain binding upon us and may be accepted at any time before it expires.

4. Not Bound to Accept

We understand that you reserve the right to

- **a.** accept or reject all Proposals and are not bound to accept the lowest evaluated cost Proposal, or any other Proposal that you may receive, and
- **b.** Annul the RFP process at any time prior to the award of the Purchase Order without incurring any liability to Suppliers.

On behalf of the Supplier:

Name of the person duly authorized to sign the Proposal on behalf of the Supplier: [*insert complete name of person duly authorized to sign the Proposal*]

Title of the person signing the Proposal: [insert complete title of the person signing the Proposal]

Signature of the person named above: [insert signature of person whose name and capacity are shown above]

Date signed *[insert date of signing]* day of *[insert month], [insert year]*

INSTRUCTION TO BIDDERS FOR LEGAL IMPLICATIONS ARISING OUT OF CONTRACT:

Firms scoring minimum of 60% in technical evaluation will be shortlisted against relevant category/lot and hence referred to as 'Responsive Bids'. The shortlisted firm with lowest financial bid will be awarded the contract.

- 1. The evaluation shall be on the basis of bidder responsiveness to the Terms of criteria technical score sheet and compliance. The Department will apply an evaluation criterion and point system to evaluate the technical criteria. A proposal shall be rejected at this stage if it does not respond to important aspects of the Threshold passing minimum qualifying score and mandatory criteria. If the missing parameters/technical features are a scored technical feature, the relevant score will be set at zero
- 2. The Department will notify the bidding organization/ firm of the rejection of their technical proposal indicating that their financial proposal if any will be returned unopened after completing the selection process.
- 3. The Department will notify in writing to the organization/ firm(s) that passed the minimum technical score, and indicate the date, time and address for opening the financial proposal. The opening date shall not be sooner than 5 calendar days after the notification date. The notification may be sent through telephone call or email at address given for official correspondence.
- 4. On opening the financial proposal i.e., in the presence of the bidding firm(s) representatives who wish to attend, the Department will announce the names of the firm(s), their technical scores, and the amounts of their financial proposals.

i. Financial Evaluation

Financial Proposals of the technically qualified bidders only would be opened and, evaluated / compared on the following basis:

- 1. The financial proposals shall first be checked for any error of computation and arithmetic errors will be corrected.
- 2. If a bidder does not accept the correction of errors, its bid will be rejected and its bid security may be forfeited.
- 3. Items and Services that are required but have been left out or are necessary to correct minor deviations of the proposal will be added to the total proposal price using costs taken from the highest prices from other responsive proposals for the same item and Services, or in the absence of such information, the cost will be estimated at prevailing list prices.
- 4. For the purpose of evaluation / comparison of bids, total lump sum cost with all applicable taxes will be considered.
- **b.** Lowest financial bid will be accepted for contract award.

Department Right to Accept or Reject any or All Bids

1. Department reserves the right to accept or reject any bid and to annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the effected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for Department action.

- 2. Department may terminate the Contract at any time by giving written notice to the bidder, if the bidder becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation, provided such termination will not prejudice or affect any right of action or remedy, which has, accrued or will accrue thereafter to Department.
- 3. If the bidder is unable to fulfill its obligations as mentioned in the work plan and withdraws from the project, Department shall terminate the contract by issuing a written notice and shall not be responsible to pay off any liability incurred towards the bidder and forfeit the security deposit (bid bond amount).

c. Award Criteria

- 1. Department will award the contract to the successful bidder, whose proposal has been determined to be substantially responsive and lowest quoted price.
- 2. Department will notify by fax/letter by courier, the successful bidder of its intent to enter into a contract. The contract shall be executed only after all necessary management approvals have been obtained.

d. Change of Scope

At any time prior to the deadline for submission of bids, Department may, for any reason whether at its own initiative or in response to a clarification requested by a prospective Bidder, amend the Tender. Amendments will be provided in the form of Addenda to the Tender and will be sent in writing by courier, cable, facsimile, or electronic mail to all prospective Bidders that have received the Tender Document and will be binding on them. Bidders are required to immediately acknowledge receipt of any such addenda, and it will be assumed that the amendments contained in such addenda will have been taken into account by the Bidder in its bid.

In order to afford prospective bidders reasonable time in which to take the amendment into account in preparing their bids, Department may, at its own discretion, extend the deadline for submission of bids, in which case Department will notify all the bidders.

e. Liquidated Damages on Late Performance

If at any time during performance of the Contract, the bidder encounters conditions impeding timely delivery of required items/services, the Bidder shall promptly notify Department in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Firm's notice, Department shall evaluate the situation and may at its own discretion, except for cases of Force Majeure, extend the Firm's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.

Liquidated damages will be deducted from contract price as per following schedule.

- a) 1"50 days beyond agreed delivery time 0.2% per day of the total contract value
- b) $2^{"d}$ 50 days beyond agreed delivery time 0.4% per day of the total contract value.

Delay beyond 100 days will result in termination of the contract by DEPARTMENT. Forfeiture of Performance Guarantee, and claim additional Risks & Costs to the extent of getting the work completed by alternate vendors.

f. Fraud & Corruption

The Department requires that the procuring entities as well as bidders, suppliers, and contractors and their sub-contractors under the Department contracts, shall adhere to the highest standard of ethics during the procurement and execution of such contracts. In this context, the Purchaser; (a) defines, for the purposes of this provision, the terms set forth below as follows:

- a) "Corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;
- b) "Fraudulent practice" means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- c) "Coercive practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- d) "Collusive practice" means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party.
- e) "Obstructive practice" means:
 - i. deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
 - ii. Acts intended to materially impede the exercise of the Department . Inspection and audit rights provided for under sub clause (a) below.
 - iii. will reject bid(s) if it determines that the bidder has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
 - iv. Will sanction a firm or individual, including declaring ineligible, for a stated period of time, to be awarded a Department. financed contract if it at any time determines that the firm has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for, or in executing, a Department financed contract.

The Bidder shall not carry out or cause to carry out the following acts with an intention to influence the implementation of the procurement process or the procurement agreement:

- a) give or propose improper inducement directly or indirectly,
- b) distortion or misrepresentation of facts,
- c) engaging in corrupt or fraudulent practice or involving in such act,
- d) interference in participation of other competing bidders,
- e) coercion or threatening directly or indirectly to cause harm to the person or the property of any person to be involved in the procurement proceedings,

- f) collusive practice among bidders before or after submission of bids for distribution of works among bidders or fixing artificial/uncompetitive bid price with an intention to deprive the Purchaser the benefit of open competitive bid price,
- g) Contacting the Purchaser with an intention to influence the Purchaser with regards to the bids or interference of any kind in examination and evaluation of the bids during the period from the time of opening of the bids until the notification of award of contract.

ARBITRATIONS :

AS PER LEGAL CONTRACT LAW AND CONTRACT ACT

PPRA on the recommendation of the Purchaser may blacklist a Bidder for a period of one (1) to three (3) years for its conduct including the following grounds and seriousness of the act committed by the bidder:

- a) if convicted by a court of law in a criminal offence which disqualifies the Bidder from participating in the contract,
- b) if it is established that the contract agreement signed by the Bidder was based on false or misrepresentation of Bidder's qualification information,

A bidder declared blacklisted and ineligible by IT Department and PPRA, shall be ineligible to bid for a contract during the period determined by these stakeholders. The Supplier shall permit SLC to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by Department , if so required by the PPRA.

g. Conflict of Interest

c)

General Information Form

All individual firms and/or each partner of a Joint Venture that are bidding must complete the information in this form. Nationality information should be provided for all owners or Bidders that are partnerships or individually owned firms.

Where the Bidder proposes to form a JV, the following information should also be supplied for the JV Partner(s), together with the information in Forms 4.5-4.15. Joint Ventures must also fill out Form 4.5.2a. on stamp paper.

1.	Name of firm		
2.	Head office address		
3.	Telephone	Contact	
4.	Fax	Telex	
S.	Place of incorporation / registration	Year of incorporation / registration	

Nationality of owners'				
Name Nati		Nationality		
2.				
3.				
4.				
5.				
	To be completed by all owners of partnerships or individually owned firms.			

This information may not be available from the Intensive Training Company.

4.1 General Information Systems Experience Record

Name of Bidder or partner of a Joint Venture:

All individual firms and all partners of a Joint Venture must complete the information in this form with regard to the management of Information Systems contracts generally. The information supplied should be the annual turnover of the Bidder (or each member of a Joint Venture), in terms of the amounts billed to clients for each year for work in progress or completed, converted to U.S. dollars at the rate of exchange at the end of the period reported. The annual periods should be calendar years, with partial accounting for the year up to the date of submission of applications. This form may be included for Subcontractors only if the Invitation to Bid clauses explicitly permit experience and resources of (certain) Subcontractors to contribute to the Bidder's qualifications.

JV and / OR sub-contractor permitted experience.

The above concept can be modified evaluation factors and responsibilities and open up more space for smaller player to big players. We need to focus on creating a situation that practically big players pay more pivotal role of training and promising of backend technical support for next two years but have less risk in joining hands with domestic or smaller players due to stringent legal framework of the origins.

A brief note on each contract should be appended, describing the nature of the Information System, duration and amount of contract, managerial arrangements, purchaser, and other relevant details.

Use a separate page for each partner of a Joint Venture, and number these pages.

Bidders should not enclose testimonials, certificates, and publicity material with their applications; they will not be taken into account in the evaluation of qualifications.

Annual turnover data (applicable activities only)		
Year' Turnover		
1.		
2.		
3.		
4.		
5.		

Commencing with the partial year up to the date of submission of bids

4.6 Bidding Firm's Project References

[Relevant services carried out in the past that best illustrate qualifications]

Assignment Name	Country		
Name of Client:	Total No. of delivery Locations		
	(List may be attached)		
Industry			
Address:			
Start Date	Approx. Value of Contract (in		
(Month/Year)	currency):		
Completion Date			
(Month/Year)			
Items/Services Supplied	Quantity		
Nouvelies Description of Busicate			
Narrative Description of Project:			

4.7 Joint Venture Summary (Stamp Paper)

Names of all partners of a Joint Venture 1.Partner in charge

- 2. Partner
- 3. Partner
- 4. Partner
- 5. Partner
- 1. Etc.

Total value of annual turnover, in terms of Information System billed to clients;

Annual turnover data (applicable activities only; PKR)					
Partner	Year 1	Year 2	Year 3	Year 4	Year 5
1. Partner in charge					
2. Partner					
3. Partner					
4. Partner					
5. Partner					
6. Etc.					
Totals					

Name of Bidder or partner of a Joint Venture

4.8 Particular Systems rollout Experience Record

On separate pages, using the format of Form 4.5, the Bidder is requested to list contracts of a similar nature, complexity, and requiring similar information technology and methodologies to the contract or contracts for which these Bidding Documents are issued, and which the Bidder has undertaken during the period. Each partner of a Joint Venture should separately provide details of its own relevant contracts. The contract value should be based on the payment currencies of the contracts converted into U.S. dollars, at the date of substantial completion, or for ongoing contracts at the time of award.

4.9 Details of Contracts of Similar Nature and Complexity

Name of Bidder or partner of a Joint Venture:

Use a separate sheet for each contract.

1.	Number of contract					
	Name of contract					
	Country					
2.	Name of Purchaser					
3.	Purchaser address					
4.	Nature of Information Systems and special features relevant to the contract for which the					
_	Bidding Documents are issued					
5.	Contract role (check one)					
	Prime Supplier					
	Management					
	Contractor					
	Subcontractor					
	Partner in a Joint Venture					
6.	Amount of the total contract/subcontract/partner share (in specified					
	currencies at completion, or at date of award for current contracts)					
	Currency Currency Currency					
7.	Equivalent amount PKR					
	Total contract: PKR, Subcontract: PKR, Partner share: PKR :					
	Total contract: PKR_, Subcontract: PKR_, Partner share: PKR_;					
8.	Date of award/completion					
9.	Contract was completed months ahead/behind original schedule (if behind,					
	provide Explanation).					
10.	Contract was completed equivalent under/over original (if					
	provide explanation). contract amount over,					
11.	Special contractual/technical requirements.					
12.	Indicate the approximate percent of total contract value (and PKR amount) of Information					
	System undertaken by subcontract, if any, and the nature of such Information					
	System.					

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40 4.10 Personnel Capabilities

For specific positions essential to contract management and implementation (and/or those specified in the Bidding Documents, if any), Bidders should provide the names of at least two candidates qualified to meet the specified requirements stated for each position.

Bidders may propose alternative management and implementation arrangements requiring different key personnel, whose experience records should be provided:

Professional Staff					
Name of Staff	CNIC No	Firm	Area of Expertise	Position Assigned	Task Assign

4.11 Summary Sheet: Current Contract Commitments / Work in Progress NOT APPLICABLE

Name of Bidder or partner of a Joint Venture:

Bidders and each partner to a Joint Venture bid should provide information on their current commitments on all contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts approaching completion, but for which an unqualified, full completion certificate has yet to be issued.

Name contract	of	Purchaser, contact address/tel./f ax	Value outstanding Information System (current PR equivalent)	g 1 KR	Estimated completion date	Average invoicing six (PKR/mor	over last months
1.							
2.							
3.							
4.							
5.							
etc.							

4.12 Financial Capabilities

Name of Bidder or partner of a Joint Venture:

Bidders, including each partner of a Joint Venture, shall provide financial information to demonstrate that they meet the requirements stated in the Evaluation Criteria. Each Bidder or partner of a Joint Venture shall complete this form. If necessary, separate sheets shall be used to provide complete banker information. A copy of the audited balance sheets shall be attached.

Autonomous subdivisions of parent conglomerate businesses shall submit financial information related only to the particular activities of the subdivision.

Banker	Name of banker		
	Address of banker		
	Telephone	Contact name and title	
	Fax	Telex	

Summarize actual assets and liabilities in U.S. dollar equivalent (at the rates of exchange current at the end of each year) for the previous five calendar years. Based upon known commitments, summarize projected assets and liabilities in U.S. dollar equivalent for the next two calendar years, unless the withholding of such information by stock market listed public companies can be substantiated by the Bidder.

Financial information in	Actual:			Projected	:
PKR	Previous five year	Next two years			
	3	2	1	1	2
1. Total assets					
2. Current assets					
3. Total liabilities					
4. Current liabilities	L.				
Revenue					
5. Profits before taxes					
6. Profits after taxes	1				

Specify proposed sources of financing, such as liquid assets, unencumbered real assets, lines of credit, and other financial means, net of current commitments, available to meet the total construction cash flow demands of the subject contract or contracts.

Source of financing	Amount
1.	
2.	
3.	
4.	

Attach audited financial statements — including, as a minimum, profit and loss account, balance sheet, and explanatory notes.

If audits are not required by the laws of Bidders' countries of origin, partnerships and firms owned by individuals may submit their balance sheets certified by a registered accountant, and supported by copies of tax returns.

4.13 Candidate Summary

Name of Bidder:			

Position		Candidate		
		Prime Alternate		
Candidat	Name of candidate	Date of birth		
e informati on				
	Professional qualifications			
Present employme nt	Name of Employer			
	Address of Employer			
	Telephone	Contact (manager / personnel officer)		
	Fax	Telex		
	Job title of candidate	Years with present Employer		

Summarize professional experience over the last twenty years, in reverse chronological order. Indicate particular technical and managerial experience relevant to the project.

From	То	Company/Project/Position/Relevant technical and management experience

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4.14 Technical Capabilities

Name of Bidder:

The Bidder shall provide adequate information to demonstrate clearly that it has the technical capability to meet the requirements for the Information System. With this form, the Bidder should summarize important certifications, proprietary methodologies, and/or specialized technologies which the Bidder proposes to utilize in the execution of the Contract or Contracts.

4.15 Litigation History

Name of Bidder or partner of a Joint Venture:

Bidders, including each of the partners of a Joint Venture, shall provide information on any history of litigation or arbitration resulting from contracts executed in the last five years or currently under execution. A separate sheet should be used for each partner of a Joint Venture.

Year	Name of client, cause of litigation, and matter in dispute	Disputed amount (current value, US\$ equivalent)

4.16 **DECLARATION on OATH**

[Name of the Seller/Supplier] hereby solemnly declares its intention not to obtain or induce the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Pakistan or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GoP) through any corrupt business practices.

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

[the Seller/Supplier] certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with GoP and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

[the Seller/Supplier] accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other rights and remedies available to GoP under any law, contract or other instrument, be voidable at the option of GoP.

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

4.17 GENERAL DECLARATION

(To be filled/signed/stamped by the prospective bidder i.e. Principal and by the Local Agent on their Letter Head)

The Prospective Bidder will have to certify that;

- Their Firm / Company / Local Agent with current or any other title & style has not been involved or Mitigating in any manner or kind of litigation with Department
- Wrong declaration to above fact will be liable to legal proceeding s including but not limited to confiscation of Bid Bond / Performance Bond & Blacklisting of Firm (the Principal) and also Local Agent

Sign / Name:
Principal's Name / Address:
Designation:
Date:
Stamp:
Sign / Name:
Local agents Name / Address:

5 BID SECURITY DOCUMENTS

4.1 BID SECURITY (BANK GUARANTEE)

[insert: Bank's Name, and Address of Issuing Branch or Office]

Beneficiary: [insert: Name and Address of Purchaser]

Date: [insert: date]

BID GUARANTEE No.: [insert: Bid Guarantee Number]

We have been informed that [insert: name of the Bidder] (hereinafter called "the Bidder") has submitted to you its bid dated [insert: bid date] (hereinafter called "the Bid") for the execution of [insert: name of contract] under Invitation for Bids No. [insert: IFB number].

Furthermore, we understand that, according to your conditions, bids must be supported by a bid guarantee, and that the bid guarantee automatically covers any alternative bids included in the Bid, if the Bidder is permitted to offer alternatives and does so.

At the request of the Bidder, we [insert: name of Bank] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of [insert: amount in figures] ([insert: amount in words]) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder:

- a) has withdrawn the Bid (or any parts of it) during the period of bid validity specified by the Bidder in the Bid Submission Form or any extension of the period of bid validity which the Bidder subsequently agreed to; or
- b) having been notified of the acceptance of the Bid by you during the period of bid validity,
 (i) failed or refused to execute the Contract Agreement, or (ii) failed or refused to furnish the performance security, if required, in accordance with the Instructions to Bidders.

This guarantee will expire: (a) if the Bidder is the successful bidder, upon our receipt of copies of the contract signed by the Bidder and the performance security issued to you upon the instruction of the Bidder; or (b) if the Bidder is not the successful bidder, upon the earlier of (i) our receipt of a copy of your notification to the Bidder of the name of the successful bidder; or (ii) twenty-eight days after the expiration of the Bid's validity.

Consequently, any demand for payment under this guarantee must be received by us at the office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458.

[[]Signature(s)]

[{]Note to Bidders: Instructions on amount and currency can be found in the Section 2.13. Joint Ventures need to also ensure that their Bank Guarantee meets the requirements for Joint Ventures as provided in the same section.]

4.2 <u>Performance SECURITY 10% (Performance Bank Guarantees BOND)</u>

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Issuing Authority: Date of Issuance: Date of Expiry: Claim Lodgment Date:

WHEREAS [Name and Address of the Contractor] (hereinafter called "the Contractor") has agreed to supply the Services and render the Services against Tender Name (hereinafter called "the Contract") for the Contract Value of PKR (in figures _) (in words

AND WHEREAS it has been stipulated in the Tender Document that the successful Contractor shall furnish Performance Security, within

ten (10) working days of the receipt of the Acceptance Letter from the Client, in the form of a Bank Guarantee, issued by a scheduled bank operating in Pakistan, as per the format provided in the Tender Document to the Client, for a sum equivalent to Rs. (to 10% of the one (01) year contract value, on a yearly basis, with an undertaking to renew the Bank Guarantee before the end of each year, one month before the expiry period of the submitted bank guarantee) valid from the date of issue until all obligations have been fulfilled in accordance with the Contract; AND WHEREAS [Name of the Bank] having registered office at [Address of the Bank] (hereinafter called "the Guarantor") has agreed to give the Contractor a Guarantee;

THEREFORE, the Guarantor hereby affirms to bind himself, his successors and his assigns to the Client, for the sum of <u>PKR (in figures</u>) (in words_____) and undertakes to pay to the Client, upon receipt of his written demand(s), any sum(s) as specified by him, not exceeding the above limit in aggregate, without cavil / argument and without the Client having to substantiate / prove or to show grounds / reasons for such claim(s), on the occurrence of any / all of the following conditions:

1. If the Contractor commits a default under the Contract;

2. If the Contractor fails to fulfill any of the obligations under the contract;

3.If the Contractor violates any of the provisions of the Contract.

Provided that the Client shall specify the occurred condition(s) owing to which the said sum is due to him. Provided further that any demand(s) / claim(s) from the Client shall reach the Guarantor within thirty working days after the expiry of the Guarantee.

This guarantee shall remain valid up to ______ or all obligations have been fulfilled in accordance with the Contract, whichever is earlier. Date this ______ day of 20

GUARANTOR	
Signature	
CNIC #	
Name	
Designation	
Address	

[Note for Bidders: Instructions on amount and currency can be found in the Section 2.US. Joint Ventures need to also ensure that their Bid Bond meets the requirements for Joint Ventures as provided in the same section.]

LIST OF SCHOOLS AT ICT