

PROJECT MANAGEMENT UNIT,
BOARD OF REVENUE
GOVERNMENT OF THE PUNJAB



**BID DOCUMENT FOR THE
PROCUREMENT OF LAPTOP**

June 2009

The bidder is expected to examine the Bidding Documents, including all instructions, forms, terms, specifications and charts/drawings. Failure to furnish all information required by the Bidding documents or submission of a Bid not substantially responsive to the Bidding Documents in every respect would result in the rejection of the Bid.

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INVITATION TO BID

1. Project Management Unit, Board of Revenue, Government of the Punjab, Lahore, invites sealed bids from eligible bidders for the supply, delivery and installation of the Computer Hardware.
2. Project Management Unit, Board of Revenue requests Tender Bids in sealed envelopes for the Lot mentioned in Schedule-B of this document. Proponents applying for bids should submit **two separate bids/envelopes for Financial Proposal and Technical Proposal.**
3. The Technical Proposal should contain all the bid items without quoting the price and must list firm's clientele, after-sales service and authorization letters from manufactures, etc. Financial bids of Firms not pre-qualified on Technical basis will not be opened. The selected firms would be responsible for complete installation of the equipment and would hand it over in satisfactory running state within stipulated time.
4. The bidding document can be downloaded from the website <http://www.punjab-zameen.gov.pk/current.asp> or obtained from the given below address. At the time of submission of bids, the bidders are required to submit non-refundable cash amount according to the table given below:

| Sr. No | Equipment | AMOUNT in Rs. |
|--------|-----------|---------------|
| 1 | 2 LAPTOPS | Rs.1000 |

5. All bids must be accompanied by a call deposit (CDR) of two percent (02%) of total bid amount. The bids along with the CDR must be delivered to the office of the Project Manager, Project Management Unit, Board of Revenue, Lahore on or before 1500 hours on **16th June 2009.** The Technical bids will be publicly opened in the Committee Room of Project Management Unit, Project Management Unit, Board of Revenue, 5th Floor, LDA Plaza, Egerton Road, Lahore, at 1530 hours on **16th June 2009.**
6. Bidders shall submit Bid, which comply with the Bidding Documents. Alternative Bids will not be considered. The attention of bidders is drawn to the provisions of Clause on "Determination of Responsiveness of Bid" regarding the rejection of Bids, which are not substantially responsive to the requirements of the Bidding Documents.
7. Project Management Unit, Board of Revenue, Lahore will not be responsible for any costs or expenses incurred by bidders in connection with the preparation or delivery of bids.
8. As authority competent to accept the tender, the Purchaser reserves the right to accept or reject one or all the tenders without assigning any reason thereof.
9. All prices quoted must include any Taxes applicable, such as GST, Income Tax, etc. If not specifically mentioned in the Quotation, it will be presumed that the prices include all the taxes.

10. Failure to supply items within the stipulated time period will invoke penalty as specified in Schedule-A of this document. In addition to that, 02% Call Deposit (CDR) amount will be forfeited and the company will not be allowed to participate in future tenders as well.

Project Manager
Project Management Unit,
Board of Revenue,
5th Floor, LDA Plaza, Egerton Road
Lahore
Tel. No. 9204429, 9204431

INSTRUCTIONS TO BIDDERS

INTRODUCTION

1. Scope

- 1.1 The Purchaser wishes to receive Bid for the two Laptop Computers, and provision services such as installation, configuration, testing, support, after sale services and other such obligations specified hereinafter (hereinafter referred to as Services).
- 1.2 The bid is to be completed and submitted to the Purchaser in accordance with these Instructions to Bidders.

2. Eligible Bidder

- 2.1 The Invitation for Bid is open to the firm based in Pakistan representing with registered office in Pakistan.

3. Eligible Goods

- 3.1 The Goods and Services to be supplied under the Contract shall have their origin in eligible countries, as listed below and all expenditures made under the contract will be limited to such Goods and Services.

| | |
|-----------------------------|----------------------------|
| Afghanistan | Marshall Island |
| Australia | Mongolia |
| Austria | Micronesia, Federal States |
| Bangladesh | Myanmar |
| Belgium | Nauru |
| Bhutan | Nepal |
| Burma | Netherlands |
| Cambodia | New Zealand |
| Canada | Norway |
| China, People's Republic of | Pakistan |
| Cook Islands | Papua New Guinea |
| Denmark | Philippines |
| Fiji | Singapore |
| Finland | Solomon Islands |
| France | Spain |
| Germany, | Sri Lanka |
| Hong Kong | Sweden |
| India | Switzerland |
| Indonesia | Taipei, China |
| Italy | Thailand |
| Japan | Tonga |
| Kazakhstan | Turkey |
| Kiribati | Tuvalu |
| Korea, Republic of | United Kingdom |

Kyrgyz Republic
Laos People's Democratic Republic
Malaysia
Maldives

United States of America
Vanuatu
Viet Nam
Western Samoa

3.2 For purposes of Clause 3.1 above, "origin" shall be considered to be the place where the Goods are produced or from which the Services are provided. Goods are produced when, through manufacturing, processing or substantial and major assembling of components, a commercially recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.

4. Cost of Bidding

4.1 The bidder shall bear all costs associated with the preparation and delivery of its Bid, and the Purchaser will in no case be responsible or liable for those costs.

5. Joint Ventures

5.1 Bids submitted by a joint venture of two or more companies or partners shall comply with the following requirements:

- a) The Bid, and in case of successful Bid, the Contract form, shall be signed by all so as to be legally binding on all the partners;
- b) One of the partners shall be authorized to be in charge; and this authority shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the partners;
- c) The partner in charge shall be authorized to incur liabilities, receive payments and receive instructions for and on behalf of any or all partners of the joint venture;
- d) All partners of the joint venture shall be liable jointly and severally for the executing of the Contract in accordance with the Contract terms, and a relevant statement to this effect shall be included in the authorization mentioned under (b) above as well as in the Bid Form and the Form of Agreement (in case of a successful Bid); and
- e) A copy of the agreement entered into by the joint venture partners shall be submitted with the Bid.

6. Assurance

6.1 The successful bidder will be required to give satisfactory assurance of its ability and intention to supply the Goods and Services pursuant to the Contract, within the time set forth therein.

BIDDING DOCUMENTS

7. Contents of Bidding Documents

7.1 The Services required, bidding procedures and Contract terms are prescribed in the bidding documents. In addition to the Invitation for Bid, the bidding documents include:

- a) Instructions to Bidders
- b) Bid Form
- c) Schedules:
Schedule - A Special Stipulation
Schedule - B Price Schedule
- d) Bid Security Form
- e) Performance Security Form
- f) Contract Form
- h) Conditions of Contract
- i) Technical Specifications

7.2 The bidder is expected to examine all instructions, forms, terms and specifications in the Bidding Documents. Failure to furnish all information required by the Bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will result in the rejection of the bid.

8. Clarification of Bidding Documents

8.1 The prospective bidder requiring any further information or clarification of the bidding documents may notify the Purchaser in writing or by telephone or by visiting at the following address:

Project Manager
Project Management Unit-Project Management Unit, Board of Revenue,
5th Floor, LDA Plaza, Egerton Road
Lahore
Tel. No. 9204429, 9204431

Project Management Unit, Board of Revenue will respond in writing to any request for information or clarification of the bidding documents which it receives no later than three (03) days prior to the deadline for the submission of bid.

9. Amendment of Bidding Documents

9.1 At any time prior to the deadline for submission of bid, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by the prospective bidder, modify the bidding documents by amendment through the Consultant.

9.2 The amendment shall be part of the bidding documents, pursuant to Clause 7.1, will be notified in writing or by telex, or by fax to the prospective bidder who has received the

bidding documents, and will be binding on him. Bidder is required to acknowledge receipt of any such amendment to the bidding documents.

- 9.3 In order to afford the prospective bidder reasonable time in which to take the amendment into account in preparing its bid, the Purchaser may, at its discretion, extend the deadline for the submission of bid.

PREPARATION OF BID

10. Language of Bid

- 10.1 The bid prepared by the bidder, and all correspondence and documents relating to the bid exchanged by the bidder and the Purchaser shall be written in the English language. Any printed literature furnished by the bidder may be written in another language, provided that this literature is accompanied by an English translation, in which case, for purposes of interpretation of the bid, the English translation shall govern.

11. Documents Comprising the Bid

- 11.1 The bid prepared by the bidder shall comprise the technical and financial proposal in accordance with clause 11.2 & 11.3. However, the evaluation of proposal submitted shall be inclusive of, but not be limited to, the following factors:

11.2 Financial Proposal

- 11.2.1 The Financial Proposal of the bid shall comprise the following documents:

a) Bid Form

The Bidder shall complete the Bid Form in accordance with Clause 12.

b) Price Schedule

The Bidder shall complete the appropriate Price Schedule furnished in the Bidding Documents in accordance with Clauses 13 & 14.

c) Bid Security

The bidder shall furnish Bid Security in accordance with Clause 18.

11.3 Technical Proposal

- 11.3.1 The Technical Proposal shall comprise the following documents:

- (a) Documentary evidence establishing, in accordance with Clause 15, that the bidder is eligible to bid.
- (b) Documentary evidence establishing, in accordance with Clause 16, that the bidder is qualified to perform the Contract if its Bid is accepted.
- (c) Documentary evidence establishing, in accordance with Clause 17, that the Goods to be supplied by the bidder conform to the bidding documents.
- (d) Power of attorney in accordance with Clause 20.2.

12. Bid Form

12.1 The bidder shall complete the Bid Form duly signed by the authorized personnel along with the stamp of the company and all the Schedules furnished in the bidding documents.

13. Bid Prices

13.1 The bidder shall complete Schedule B Price Schedule for all the items in accordance with the instructions contained in this document.

13.2 Prices quoted in the Price Schedule for the Goods and Services should be entered in the following manner:

(i) The price of the Goods will be quoted (FOR) Punjab (Pakistan) at the address provided in Schedule A.

(ii) For services (training) in the use of the Goods.

13.3 Prices quoted by the bidder shall remain fixed and valid until completion of the Contract performance and will not be subject to variation on account of escalation.

14. Bid Currencies

14.1 Prices shall be quoted in Pak Rupees.

15. Documents Establishing Eligibility of the Bidder and the Goods

15.1 The bidder shall furnish, as part of its bid, certification establishing both the bidder's eligibility to bid and that the origin of the Goods is an eligible source country, pursuant to Clause 3. The bidder offering to supply Goods under the contract shall establish to the purchaser's satisfaction that the bidder has been duly authorized by his Principal namely M/s _____, to supply the Goods for the Contract.

16. Documents Establishing the Bidder's Qualifications to Perform the Contract

16.1 The documentary evidence of the bidder's qualifications to perform the Contract, if its Bid is accepted, shall establish to the Purchaser's satisfaction prior to the award of Contract:

(a) that, in the case of a bidder offering to supply Goods under the Contract which the bidder did not manufacture or otherwise produce, the bidder has been duly authorized by the Goods' manufacturer or producer to supply to and install the Goods in the Purchaser's country; The bidder shall attach / submit Valid Authorization Letter (Not Older than One Year) from the Principal.

(b) that, the bidder has the financial, technical and production capability necessary to perform the Contract, including capacity in terms of personnel for the purpose of carrying out the Services.

- (c) that, the bidder not doing business within the Purchaser's country, the bidder is, or will be (if the Contract is awarded to it), represented by an agent in that country equipped and able to carry out the maintenance, repair and spare parts-stocking obligations prescribed in the Conditions of the Contract and or Technical Specifications.

17. Documents Establishing the Goods' Conformity to the Bidding Documents

17.1 The documentary evidence of the Good's conformity to the bidding documents may be in the form of literature, drawings and data, and shall furnish:

- (a) a detailed description of the Goods' essential technical and performance characteristics;
- (b) a list, giving full particulars, of trained personnel, for training and servicing including available sources spare parts and special tools, etc. necessary for the proper and continuing functioning of the Goods.

18. Bid Security

18.1 Pursuant to Clause 11.2.1(c), the bidder shall furnish, as part of its bid, a bid security in the amount of not less than two percent of the Total Bid Price.

18.2 The bid security shall be denominated in Pak Rupees and shall be in one of the following forms;

- (a) Bank guarantee issued by a reputable bank operating in Pakistan in the form provided in the bidding documents;
- (b) Cashier's cheque or certified cheque.

18.3 The bid not secured in accordance with Clauses 18.1 and 18.2 above will be rejected by the Purchaser as non-responsive.

18.4 An unsuccessful bidder's bid security will be discharged or returned, or both, as promptly as possible upon award of Contract.

18.5 The bidder's bid security will be returned, upon the bidder's executing the contract, pursuant to Clause 34, and furnishing the performance security, pursuant to Clause 35.

18.6 The bid security may be forfeited:

- (a) If the bidder withdraws its bid during the period of bid validity specified by the bidder on the Bid Form; or
- (b) If the bidder does not accept the correction of the Total Bid Price pursuant to Clause 27; or
- (c) If the bidder fails;
 - (i) To sign the contract in accordance with Clause 34, or
 - (ii) To furnish the performance security in accordance with Clause 35.

19. Period of Validity of Bid

- 19.1 The bid shall remain valid for ninety (90) days from the date of bid closing prescribed by the Purchaser, pursuant to Clause 22.
- 19.2 Notwithstanding Clause 19.1 above, the Purchaser through the Consultant may solicit the bidder's consent to an extension of the period of bid validity. The request and the responses thereto shall be made in writing or by cable or fax. If the bidder agrees to the extension request, the validity of the bid security provided under Clause 18 shall also be suitably extended. The bidder may refuse the request without forfeiting its bid security. The bidder will not be required or permitted to modify its bid.

20. Format and Signing of Bid

- 20.1 The bidder shall prepare **one (1) original** and **one (1) copy** of the documents comprising the **Technical & Financial Bid** as described in Clause 11, clearly marking each **“ORIGINAL”** and **“COPY”** as appropriate. In the event of any discrepancy between the **ORIGINAL** and the **COPY**, the **ORIGINAL** shall govern.
- 20.2 Prescribed Bid Form and Schedules shall be used and not to be retyped. The original and copy of the bid shall be typed or written in indelible ink (in the case of copies, photocopies are also acceptable) and shall be signed by the bidder or a person duly authorized to sign on behalf of the bidder. Such authorization shall be indicated by written power of attorney accompanying the bid. All pages of the bid where entries and amendments have been made shall be initialed by the person signing the bid.
- 20.3 The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the bidder, in which case such corrections shall be initialed by the person or persons signing the bid.

SUBMISSION OF BID

21. Sealing and Marking of Bid

21.1 The bidder shall seal the original and each copy of the Technical & Financial Bid separately in an inner and an outer envelope, duly marking the envelopes as "ORIGINAL" and "COPY".

21.2 The inner and outer envelopes shall:

(a) be addressed to the following address:

Project Manager
Project Management Unit, Board of Revenue
5th Floor, LDA Plaza, Egerton Road
Lahore
Tel. No. 9204429, 9204431

(b) bear the following identification:

Bid for “**PROJECT MANAGEMENT UNIT, BOARD OF REVENUE
TENDER**”,

Procurement of two Laptop Computers
DO NOT OPEN BEFORE 14th June 2009.

21.3 In addition the inner envelope shall indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared “Late”.

21.4 Fax bid will not be entertained.

22. Deadline for Submission of Bid

22.1 The original and copy of bid must be received by the Purchaser at the address specified in Clause 21.2 by 1500 hours on 14th June 2009.

22.2 The Purchaser through the Consultant may, at its discretion, extend the deadline for the submission of bids by amending the bidding documents in accordance with Clause 9, in which case all rights and obligations of the Purchaser and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

23. Late Bid

23.1 The bid received by the Purchaser after the deadline for submission of bid prescribed by the Purchaser, pursuant to Clause 22, will be rejected and returned unopened to the bidder.

24. Modification and Withdrawal of Bid

- 24.1 The bidder may modify or withdraw its bid after the bid's submission, provided that written notice of the modification or withdrawal is received by the Purchaser prior to the deadline prescribed for submission of bid.
- 24.2 The bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of Clause 21. A withdrawal notice may also be sent by telex or fax but must be followed by a signed confirmation copy, post marked not later than the deadline for submission of bid.
- 24.3 The bid may not be modified subsequent to the deadline for submission of bid.
- 24.4 The bid may not be withdrawn in the interval between the deadline for submission of bid and the expiration of the period of bid validity specified by the bidder on the Bid Form. Withdrawal of a bid during this interval may result in the bidder's forfeiture of its bid security, pursuant to Clause 18.

OPENING AND EVALUATION OF BID

25. Opening of Bid

- 25.1 The bid shall be opened by the Purchaser in the presence of the bidder's representatives who choose to attend at the time and date specified in Clause 22.1, at the office of the Purchaser, given in Clause 21.2 (a). The bidder's representatives who are present shall sign a register evidencing their attendance.
- 25.2 The bidder's name, bid price, modifications, bid withdrawal, and the presence or absence of the requisite bid security, and such other details as the Purchaser, at its discretion, may consider appropriate will be announced and recorded at the opening.

26. Clarification of Bid

- 26.1 To assist in the examination, evaluation and comparison of bid, the Consultant may, at its discretion, ask the bidder for a clarification of its bid. All responses to requests for clarification shall be in writing, and no change in the price or substance of the bid shall be sought, offered or permitted except as required to confirm the corrections of arithmetical errors discovered in the evaluation of bid.

27. Determination of Responsiveness of Bid

- 27.1 Prior to the detailed evaluation of the bid, pursuant to Clause 29, the Purchaser assisted by the Consultant will examine and determine the substantial responsiveness of the bid to the requirements of the bidding documents. A substantially responsive bid is one which:
- (a) Meets the eligibility criteria specified in Clauses 2 and 3;
 - (b) Has been properly signed on the Bid Form;
 - (c) Is accompanied by the required Securities and these Securities are valid and in good order;
 - (d) Meets the major technical criteria specified in the schedule;
 - (e) Meets the delivery period set out in Schedule A Special Stipulations to Bid;
 - (f) Meets the rate and limit of liquidated damages as specified in Schedule A Special Stipulations to Bid;
 - (g) Offers fixed price quotations i.e. the bid do not offer an escapable price quotation;
 - (h) Is otherwise complete and generally in order;
 - (i) Conforms to all the terms, conditions and Specifications of the bidding documents, without material deviation or reservation. A material deviation or reservation is one:
 - (i) Which affects in any substantial way the scope, quality or performance of the Goods; or
 - (ii) Which limits in any substantial way, inconsistent with the bidding documents, the Purchaser's rights or the bidder's obligations under the Contract.

- 27.2 The Consultant's determination of a bidder's responsiveness shall be based on the contents of the bid itself without recourse to extrinsic evidence.
- 27.3 The bid determined as not substantially responsive will be rejected by the Purchaser and may not subsequently be made responsive by the bidder by correction or withdrawal of the nonconforming deviation or reservation.
- 27.4 The Purchaser may waive any minor informality or non-conformity or irregularity in the bid.
- 27.5 Correction of Arithmetical Errors: Bid determined to be substantially responsive will be checked by the Consultant for any arithmetic errors. Errors will be rectified by the Consultant as follows:
- (a) For the total bid price entered in paragraph of the Bid Form, if there is a discrepancy between the amounts in Figures and in words, the amount which tallies with the total Bid Price, shown in the Price Schedule, will govern unless the Bid Contains a specific statement confirming the total Bid Price.
 - (b) Where there is a discrepancy between the unit rate and the total price resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern and the total price shall be corrected, unless, there is an obviously gross misplacement of the decimal point in the unit rate, in which case the total price as quoted will govern and the unit rate will be corrected, and
 - (c) Where there is a discrepancy in the total price quoted in the Price Schedule vis-à-vis addition of each item, the total of the itemized prices will govern.

The amount stated in the Bid Form will be adjusted in accordance with the above procedure for the correction of errors, and shall be considered as binding upon the Bidder. If the Bidder does not accept the correction of the errors, his Bid will be rejected and the Bid Security will be forfeited in accordance with Clause 18.6.

Corrected Total Bid Price: The price as determined after the application of arithmetic corrections shall be termed as Corrected Total Bid Price.

28. Evaluation and Comparison of Bids

The Purchaser will evaluate and compare the bids previously determined to be substantially responsive, pursuant to Clause 27, as stated hereinafter.

28.1. Basis of Evaluation and Comparison of Bid

The bids will be evaluated in two steps. The first step would ensure that technical requirements are met by the bidders as per the technical evaluation criteria. In the second step financial proposals of only those firms which meet the technical requirements will be evaluated. The bids would be evaluated according to the following percentages for technical and financial respectively:

Technical Bid 70%

Financial Bid 30%

The companies will also be evaluated on separate proforma to assess their strength in terms of financial capacity, quality standard compliance, international standards compliance, certifications like ISO, status of the company, after sale services, response time and local vending capability. Evaluation will be done both for the company and the product.

28.2. Technical Evaluation

It will be examined in detail whether the Goods offered by the bidder comply with the Specifications of the bidding documents. To facilitate this, the Goods specification will be reviewed. Technical features/criteria of the Goods detailed in the Specifications will be compared with the bidder's Goods Data submitted with the bid. Other technical information submitted with the bid will also be reviewed.

It will be examined whether the bidder has the capability to provide after sale service properly.

28.3. Commercial Evaluation

It will be examined in detail whether the bid comply with the specified Conditions of Contract of the bidding documents. It is expected that no major deviation/stipulation shall be taken by the bidder.

28.4. Evaluated Bid Prices

The Consultant's evaluation of a bid will take into account in addition to the Bid Price, the following factors (Adjustments) in the manner and to the extent stated hereinafter. Adjustment will be based on corrected Bid Prices. The price so determined after making such adjustments will be termed as Evaluated Bid Price. Correction of arithmetical errors as stated in Clause 27.5. The cost of making good any deficiency resulting from any acceptable, quantifiable variations and deviations from the Schedules, Conditions of Contract and Specifications, shall be added to the corrected Bid Price for comparison purposes only. For bid offering delivery period of the Service earlier than the period specified in the Schedule A Special Stipulations to Bid, no credit will be given. Terms of Payment: The bidder shall state their bid price for the payment terms outlined in the Conditions of Contract. The bid will be evaluated on the basis of this base price. The bidder may state alternate payment terms and indicate the reduction in bid price that wish to offer for such alternative payment terms. The Purchaser may consider the alternative payment terms offered by the bidder.

28.5 Parameters of Technical & Financial Evaluation

The hardware bids will be evaluated according to the following percentages for the technical and financial bids respectively.

Technical Bids **70%**
Financial Bids **30 %**

Only those bids will be considered which are 100% in-compliance with the tender specifications.

28.5.1 Parameters of Technical & Financial Evaluation

| Evaluation Parameter For Bids | Total Marks | Questionnaire |
|---|--------------------|--|
| Company profile | | The Computer Hardware companies would be qualified on the basis of proposals submitted against this particular tender. They will also be evaluated for their company profile, financial strength, general standing, etc. in the market. They would be judged on merit as per the Evaluation Form annexed with the bidding document as Annexure A. Proposal evaluation will be read with the details provided by the bidder company. The Technical evaluation will be Hardware specific and not only the generic capability of the bidder from across the board for Hardware procurement. |
| Technical Proposal (Qualification 560/700) | 700 | Disqualification in any two parts will lead to over all disqualification. |
| Conformance to Hardware Equipment Specifications (Qualification 500/500) | 500 | Each hardware item must fulfill the specifications given in this bidding document. The mentioned specifications suggest minimum requirements. Bidders may propose improved/enhanced items. |
| Authorized Dealer or Manufacturer. | 100 | Authorization letter of the Manufacturer provided (100 marks) Manufacturer (100 marks) |
| GST and company registration Certificate (Qualification 50/50) | 50 | If GST Certificate is provided, 25 marks. If Company Registration Certificate is provided, 25 marks. |
| Certification for Quality Assurance & Management (Qualification 50/50) | 50 | The company should be certified for quality assurance and management. e.g. ISO 9001-2000 etc. 50 marks if such certificate is provided. |
| Financial Proposal | 300 | Formula for calculating marks: M = Minimum Bid B = The Bid Then Score = (M / B) × Weight |

29. Contacting the Purchaser

29.1 Any effort by a bidder to influence the Purchaser in the Purchaser's decisions in respect of bid evaluation, or Contract award will result in the rejection of the bidder's bid.

30. Purchaser's Right to Accept the Bid or Reject the Bid

30.1 The Purchaser reserves the right to accept or reject any bid at his sole discretion and to annul the bidding process at any time prior to award of Contract, without thereby

incurring any liability to the bidder or any obligation to inform the bidder of the grounds for the Purchaser's action.

AWARD OF CONTRACT

31. Post-qualification and Award Criteria

- 31.1 The Purchaser will determine to its satisfaction whether the bidder has offered Service at reasonable prices consistent with the current prevailing market prices and is qualified to satisfactorily perform the Contract
- 31.2 The determination will take into account the bidder's financial, technical and production capabilities. It will be based upon an examination of the documentary evidence of the bidder's qualifications submitted by the bidder, pursuant to Clause 16, as well as such other information as the Purchaser deems necessary and appropriate.
- 31.3 An affirmative determination will be prerequisite for award of the Contract to the bidder. A negative determination will result in rejection of the bidder's Bid.
- 31.4 Subject to Clause 30 above, the Purchaser will award the Contract to the bidder if its bid has been determined to be substantially responsive to the bidding documents and consistent with the current prevailing market prices as determined by the Purchaser, provided further that the bidder is determined to be qualified to satisfactorily perform the Contract.

32. Purchaser's Right to Vary Quantities at Time of Award

- 32.1 The Purchaser reserves the right at the time of award of Contract to increase or decrease the quantity of Service specified in the Specifications, without any change in unit prices or other terms and conditions.

33. Notification of Contract Award

- 33.1 Prior to the expiration of the period of bid validity, the Purchaser will notify the bidder in writing by registered letter that its bid has been accepted. This letter is termed as Letter of Acceptance.
- 33.2 The notification of award will constitute the formation of a contract, until the Contract has been affected pursuant to Clause 35 below.

34. Signing of Contract

- 34.1 After the acceptance of performance security by the Purchaser, the Purchaser will send to the successful bidder the Contract Form provided in the bidding documents, incorporating all agreements between the parties.
- 34.2 Within three (3) days of the receipt of such Contract Form, the bidder shall sign and date the Contract and return it to the Purchaser.

35. Performance Security

- 35.1 Within three (3) days of the receipt of the Letter of Acceptance from the Purchaser, the bidder shall furnish the performance security, in accordance with the Conditions of

Contract, in the performance security Form provided in the bidding documents or another form acceptable to the Purchaser.

ADDITIONAL INSTRUCTIONS

36. Instructions to Assist the Bidder

- 36.1 Bid shall be prepared and submitted in accordance with the instructions set forth herein. These instructions to Bidders are provided to assist in preparing their Bid and shall not constitute part of the Contract Documents.

37. Income Tax & General Sales Tax

- 37.1. The bidder may make inquires on income tax to the concerned authorities of Income Tax and General Sales Tax Department, Government of Pakistan.

BID FORM

To:

Project Manager
Project Management Unit, Board of Revenue,
5th Floor, LDA Plaza,
Egerton Road,
Lahore

Gentlemen:

Having examined the bidding documents including Addendum No _____, the receipt of which is hereby duly acknowledge, for the above Contract, we, the undersigned, offer to supply, deliver test and impart training in conformity with the said bidding documents for the Total Bid Price.

Pak Rupees (in figures _____ in words _____)

or such other sums as may be ascertained in accordance with the Price Schedule attached hereto and made part of this Bid.

We undertake, if our Bid is accepted, to complete the Works in accordance with the Contract Execution Schedule provided in the Schedule A Special Stipulations to Bid.

If our Bid is accepted, we will provide the performance security in the sum equivalent to 20 per cent of the Contract Price, for the due performance of the Contract.

We agree to abide by this Bid for the period of ninety (90) days from the date fixed for bid opening pursuant to Clause 25 of the Instructions to Bidders, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

We understand that you are not bound to accept the lowest-priced or any Bid that you may receive.

Dated this _____ day of _____ 2009.

WITNESS

BIDDER

Signature -----

Signature -----

Name-----

Name -----

Title: -----

Title-----

Address: -----

Address-----

SCHEDULE –A: SPECIAL STIPULATIONS

For ease of reference, certain information and Special Stipulations applicable to the Contract are set forth herein.

| | | | |
|----|---|------|---|
| | Delivery of Goods & Services | | |
| | Address at which Service to be executed | 10.1 | Project Management Unit, Board of Revenue, 5 th Floor, LDA Plaza, Egerton Road, Lahore. |
| | Contract Execution Schedule | 10.2 | Within 10 days of issue of Purchase Order |
| 1. | Time within which payment shall be made after delivery of certificate of payment to Purchaser | 16.6 | As per Government Policy |
| | a) Liquidated damages for delayed delivery of Service part thereof. | | 0.25% of the Contract Price of the delayed or Service per day or part thereof. |
| | b) Limit of Liquidated Damages | | Not to exceed in the aggregate ten percent (10%) of Contract Price stated in the Notice of Contract Award/Letter of Acceptance by the Purchaser. |
| 4. | Delayed Payment | 16.7 | Project Management Unit, Board of Revenue shall pay to Contractor compensation at the rate of 8% per year upon all sum unpaid from the date by which the sum should have been paid. |

SCHEDULE - B: PRICE SCHEDULE

Preamble

1. The Goods and Service will be delivered at the address provided in Schedule A. The total Bid Price shall include all charges up to the delivery point and other services to be provided under the Contract.
2. Where no prices are entered against any item, the price of that item shall be deemed to have been distributed among the rates and prices of other items, and no separate payment shall be made for that item(s)/ Services.
3. Price Schedule should be provided according to the complete solution of Computer Hardware Equipment as described in Technical Specifications of this document. Each cost should be identified as installation (one time) or monthly/quarterly/yearly (recurring) for any other equipment rental or any support of operation services thereof.
4. The Warranty Period will start from the date of installation/deployment of equipment at site.

SCHEDULE - B: PRICE SCHEDULE (Continued)

| LAPTOP/NOTEBOOK PROFESSIONAL USAGE | | | | | | | |
|---|--------------------------------|--|---|---------------------|-----------------|-------------------|--------------------|
| FOREIGN BRANDS | | IBM/LENOVO, COMPAQ/HP, DELL TOSHIBA, SONY, FUJITSU,SIEMENS | | | | | |
| Sr . # | ITEM | DESCRIPTION | Whether Quoted Brand Meets the specifications Yes/No | Brand Quoted | Quantity | Unit Price | Total Price |
| 1 | Processor | Intel Core2 DUO Processor 2.4 GHz or higher and 6 MB L2 cache with 1066 MHz FSB or higher. | | | 2 | | |
| 2 | Mother Board | Intel Original | | | | | |
| 3 | Memory | 4 GB of DDR-II/SDRAM 800 MHz or higher | | | | | |
| 4 | Hard Disk Drive | Min 250GB SATA with 7200 RPM or higher, | | | | | |
| 5 | Optical Device | DVD SuperMutli Double Layer Drive | | | | | |
| 6 | Video/Display Card | Intel Graphic Media Accelerator | | | | | |
| 7 | Fax/Voice Card | Internal 56 Kbps V.92 Compliant Fax/Voice Modem | | | | | |
| 8 | Sound Card | Standard | | | | | |
| 9 | Network Adapter | On-Board 100/1000 base-T Ethernet card (Microsoft Windows 2000/Xp/2003, Red Hat Linux Supportive) | | | | | |
| 10 | LCD Display | 15" WXGA TFT Active Matrix Display or higher | | | | | |
| 11 | Integrated I/O Interfaces like | Minimum 3 USB 2.0 Port. 1 RJ11 Jack for Modem, 1 RJ45 Jack for Ethernet, Bluetooth 2.0, Webcam, 1 VGA out, 1 SVideo port and other standard features | | | | | |
| 12 | Wireless LAN | Wireless 802.11abg 54 Mbps or higher, Microsoft Windows 2000/Xp/2003, Red Hat Linux Supportive. | | | | | |
| 13 | Batteries & Power Adopter | Re-chargeable 8 cell Battery pack with estimated 3 to 5 hours battery life. | | | | | |
| 14 | PC Card Slots | One Type I or II | | | | | |
| 15 | Mouse & Key Board | 84/85 keys pad and integrated Touch Pad/Pointing Device | | | | | |
| 16 | Operating System | Microsoft Windows Vista Business (licensed) | | | | | |
| 17 | Carrying Case | Soft Leather Carrying Case | | | | | |
| 18 | Mouse (External) | 2.0 USB 2-Button Optical Mouse with Scroll | | | | | |

| | | |
|--|--|--|
| | | NOTE: |
| | | 1- Three Years Parts and Labor warranty for all components on site |
| | | 2- Maximum of 48 hours down time for all components including replacement of the whole unit anywhere in the province |
| | | 3- The bidders should clearly mention Terms and Conditions of service agreements for the supplied hardware equipment after the expiry of initial warranty period |
| | | 4- In case of International Warranties, the local authorized dealers should mention their service and warranty setup, details of qualified engineers, etc. |
| | | 5- Please mention the country of origin / manufacturing / assembly of the quoted brand / model |

Signature of Bidder _____

Note:

Currencies should be used in accordance with Clause 14 of the Instructions to bidders. In case of locally produced Service, the price shall include all customs duties and sales and other taxes already paid or payable on the components and raw materials used in the manufacture or assembly of the item.

In case of Contract of imported Service offered Ex-Warehouse/Off-the-Shelf from within the Purchaser's country, the cost of import duties and sales and other taxes already paid shall be shown separately.

CONTRACT FORM

THIS CONTRACT made the _____ day of _____ 2009, between the Purchase Officer, Project Management Unit, Board of Revenue, 5th Floor, LDA Plaza, Egerton Road, Lahore (hereafter "the Purchaser") of the one part and _____ (Name of Contractor) of _____ (City and Country of Contractor) (hereinafter "the Contractor") of the other part.

WHEREAS the Purchaser invited bids for Project Management Unit, Board of Revenue Tender, Procurement of Computer Hardware. Lot Number _____ (hereafter "the Goods") and training thereof and has accepted a bid by the Contractor for the supply of those Goods and Services.

NOW THE CONTRACT WITNESSETH AS FOLLOWS

1. The following documents shall be deemed to form and be read and construct as part of this Contract.
 - (a) The Notification of Award;
 - (b) The Bid and Schedules listed as under;
 - Schedule A Special Stipulations
 - Schedule B Price Schedule
 - (c) The Conditions of Contract;
 - (d) The Technical Specifications

This Contract shall prevail over all other contract documents. In the event of any discrepancy or inconsistency within the Contract Documents, then the Documents shall prevail in the order listed above.

2. In consideration of the payments to be made by the Purchaser to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
3. The Purchaser hereby covenants to pay the Contractor, in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract, at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Contract to be executed in accordance with their respective laws the day and year first above written.

WITNESS

(PURCHASER)

Signature: _____

Signature: _____

Name: _____

Name: _____

Designation: _____

Designation: _____

Seal: _____

WITNESS

(CONTRACTOR)

Signature: _____

Signature: _____

Name: _____

Name: _____

Designation: _____

Designation: _____

CONDITIONS OF CONTRACT

1. Definitions

- 1.1 In this Contract, the following terms shall be interpreted as indicated:
- 1.1.1 "Commencement Date of the Contract" means the date of signing of the Contract between the Purchaser and the Contractor.
- 1.1.2 "Contract" means the agreement entered into between the Purchaser and the Contractor, as recorded in the Contract Form signed by the parties, including all Schedules and Attachments thereto and all documents incorporated by reference therein.
- 1.1.3 "Contract Price" means the price payable to the Contractor under the Contract for the full and proper performance of its contractual obligations.
- 1.1.4 "Contractor" means the individual or firm whose bid has been accepted by the Purchaser and the legal successors, in title to the Contractor.
- 1.1.5 "Contract Value" means that portion of the Contract Price adjusted to give effect to such additions or deductions as are provided for in the Contract which is properly apportionable to the Goods or Services in question.
- 1.1.6 "Defects Liability Expiry Certificate" means the certificate to be issued by the Client to the Contractor in accordance with Clause 15.7.
- 1.1.7 "Defects Liability Period (Warranty Period)" means the period stated in the Schedule A Special Stipulations, following the taking over, during which the Contractor is responsible for making good defects and damage in accordance with Clause 15.
- 1.1.8 "Client" means the specific Punjab Government Department for which the equipment has been procured or any other person for the time being or from time to time duly appointed in writing by the Purchaser to act as Client for the purposes of the Contract.
- 1.1.9 "Client's Representative" means any representative of the Client appointed from time to time by the Client under Clause 33.
- 1.1.10 "Goods" means all of the equipment, machinery, and/or other materials which the Contractor is required to supply to the Purchaser under the Contract.
- 1.1.11 "Purchaser" means the Project Management Unit, Board of Revenue, Government of Punjab.
- 1.1.12 "Services" means services ancillary to the supply of the Goods, such as insurance, and any other incidental services, such as testing, training and other such obligations of the Contractor covered under the Contract.

1.1.13 "Taking-Over Certificate" means the certificate to be given by the Client to the Contractor in accordance with Clause 10.4.

1.1.14 "Works" means all Service to be provided and work to be done by the Contractor under the Contract.

1.2. Headings and Titles

The headings and titles in these Conditions shall not be deemed part thereof or be taken into consideration in the interpretation or construction of the Contract.

1.3. Interpretation

Words importing persons or parties shall include firms and corporations and any organization having legal capacity. Words importing the singular only also include the plural and vice versa where the context requires.

1.4. Periods

In these Conditions "day" means calendar day and week means seven (7) calendar days.

1.5. Notice, Consents and Approvals

Wherever in the Contract provision is made for the giving of notice, consent or approval by any person, such consent or approval shall not be unreasonably withheld. Unless otherwise specified, such notice, consent or approval shall be in writing and the word "notify" shall be construed accordingly.

2. Application

2.1 These General Conditions shall apply to the extent that they are not superseded by provisions in other parts of the Contract.

3. Country of Origin

3.1 All Goods and Services supplied under the Contract shall have their origin in eligible member countries.

3.2 For purposes of this Clause, "origin" shall be considered to be the place where the Goods were mined, grown or produced or from which the Services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

3.3 The origin of Goods and Services is distinct from the nationality of the Contractor.

4. Standards

4.1 The Goods/Services supplied under this Contract shall conform to the authoritative latest standard appropriate to the Goods.

5. Use of Contract Documents and Information

5.1 The Contractor shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, drawings, pattern, sample or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Contractor in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

5.2 The Contractor shall not, without the Purchaser's prior written consent, make use of any document or information specified in Clause 5.1 above, except for purposes of performing the Contract.

6. Patent Rights

6.1 The Contractor shall indemnify and hold the Purchaser harmless against all third party claims of infringement of patent, trademark or industrial design rights arising from use of the Service or any part thereof.

7. Performance Security

7.1 The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Contractor's failure to complete its obligations under the Contract. The Contractor shall cause the validity period of the performance security to be extended for such period(s) as the contract performance may be extended.

7.2 The performance security shall be denominated in a currency of the Contract, or in a freely convertible currency acceptable to the Purchaser, and shall be in one of the following forms:

- (a) A bank guarantee,
 - (i) Issued by a bank acceptable to the Purchaser located in Pakistan; or
 - (ii) issued by a foreign bank through a correspondent bank acceptable to the Purchaser located in Pakistan, and in the form provided in the bidding documents or another form acceptable to the Purchaser; or

(b) a cashier's check or certified check.

7.3 The performance security will be returned by the Purchaser not later than twenty eight (28) days of the issue of the Defects Liability Expiry Certificate.

8. Inspection and Tests

- 8.1 The Purchaser or its representative shall have the right to inspect the work being carried out under this Contract and to test the Goods to confirm their conformity to the Specifications. The Special Conditions of Contract or the Specifications or both shall specify what inspections and tests the Purchaser requires and where they are to be conducted. The Purchaser shall notify the Supplier in writing of the identity of any representative retained for these purposes.
- 8.2 The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery and at the Service final destination. Where conducted on the premises of the Supplier or its subcontractor(s), all-reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.
- 8.3 Should any inspected or tested Service fail to conform to the specifications, the Purchaser may reject them, and the Supplier shall either replace the rejected Service or make all alterations necessary to meet the requirements of the Specifications free of cost to the Purchaser.
- 8.4 The Purchaser's right to inspect, test and, where necessary, reject the Goods after the Goods arrival at the site of installation shall in no way be limited or waived by reason of the goods having previously been inspected, tested and passed by the Purchaser or its representatives prior to delivery of the Goods.
- 8.5 Nothing in this Clause 6 shall in any way release the Supplier from any Warranty or other obligations under the Contract.

9. Packing

- 9.1 The Contractor shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage.

10. Delivery and Documents

- 10.1 Delivery of the Goods shall be made by the Contractor at the address specified in Schedule A Special Stipulations.

10.2. Contract Execution Schedule

- 10.2.1 The delivery of the Goods at the site, it's testing, and successful training shall be completed within 10 days of issuance of the Purchase Order.
- 10.2.2 The Goods shall remain at the risk and under the physical custody of the Contractor until the delivery and testing of the Goods is completed.

10.2.3 The Contractor shall ensure that the Goods shall be delivered complete to enable the testing and training to proceed without interruption. If it shall appear to the Client that the Goods have been or are likely to be delayed by reason of incomplete delivery or for any other reasons, he may require the Contractor at the expense of the Contractor to dispatch the missing items of the Goods or suitable replacements thereof to the site of delivery by the fastest available means including air freight.

10.3. Documentation

Before the Goods are taken over by the Purchaser, the Contractor shall furnish the operation manuals, service manuals and other information pertaining to the performance of the Goods.

10.4. Taking-Over Certificate

10.4.1 The Service or any portion thereof shall deemed to be taken over by the Purchaser when they have been delivered to the Client and tested for their intended purposes.

10.4.2 The Contractor shall apply by notice to the Client for a Taking-Over Certificate. The Goods will be delivered and tested at the place of delivery of Goods.

10.4.3 The Client will within twenty one (21) days after receipt of Contractor's application either:

- (a) issue the Taking-Over Certificate to the Contractor with a copy to the Purchaser stating the date on which the Goods or any portion thereof were successfully tested and ready for taking over, or
- (b) reject the application giving his reasons and specifying the work required to be done by the Contractor to enable the Taking-Over Certificate to be issued.

10.4.4 The issue of a Taking-Over Certificate shall not operate as an admission that the Works are completed in every respect.

11. Marine Insurance of the Goods

11.1 All marine insurance if Goods imported outside Pakistan shall be arranged and paid for by the Contractor, and the cost thereof shall be included in the Contract Price.

12. Transportation

12.1 Transport of the Goods to the place of destination as specified in the Contract shall be arranged and paid for by the Contractor, and the cost thereof shall be included in the Contract Price.

13. Incidental Services

13.1 The Contractor shall provide the following services:

- (a) start-up and testing of the supplied Goods;
- (b) furnishing of a detailed Operation and Service Manuals for each appropriate unit of the supplied Goods;
- (c) training of the personnel nominated by the Client, of the supplied Goods, as specified in the Specifications.

14. Spare Parts

14.1 The Contractor warrants to the Purchaser that the Service supplied by the Contractor under the Contract are standard and of exact Computer Hardware and Networking Equipment , and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Contractor further warrants that all Service supplied under this Contract shall have no defect, arising from design, materials, or installation & configuration from any act or omission of the Contractor that may develop under normal use of the supplied Service.

15. Warranty and Defects Liability Expiry Certificate

15.1 The Contractor warrants to the Purchaser that the Goods supplied by the Contractor under the Contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Contractor further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship or from any act or omission of the Contractor, that may develop under normal use of the supplied Goods.

15.2 This warranty shall remain valid for three year or as specified in the Special Stipulations of this document, after the Goods, or any portion thereof, as the case may be, have been Taken Over, in accordance with Clause 10.4. This period is hereinafter referred as Warranty Period.

15.3 The Client shall promptly notify the Contractor in writing of any claim arising under this warranty.

15.4 Upon receipt of such notice, the Contractor shall, within a reasonable period as notified by the Client, repair or replace the defective Goods or parts thereof in Lahore (Pakistan), without any cost to the Purchaser.

15.5 If the Contractor, having been notified, fails to remedy the defect (s) in accordance with the Contract, the Purchaser may proceed to take such remedial action as may be necessary, at the Contractor's risk and cost. The Contractor's warranty pursuant to this Clause 15 is without prejudice to any other rights or remedies which the Purchaser may have against the Contractor under the Contract.

15.6. Property in Replaced Components

Any defective component which has been replaced by the Contractor shall become the property of the Contractor as and where it lies.

15.7. Defects Liability Expiry Certificate

When the Warranty Period for whole of the Goods has expired, and the Contractor has fulfilled all his obligations under the Contract for defects in the Goods and has imparted training, the Client shall issue within four (4) weeks to the Purchaser with a copy to the Contractor a Defects Liability Expiry Certificate to that effect.

16. Payment Terms

16.1 Payment will be made by the Purchaser for the supply, delivery and installation of the equipment and provision of services and payment will be made as per Government policy on monthly or quarterly basis.

16.2 The amounts and types of currencies in which payment shall be made to the supplier under the Contract shall be as specified in the Bid form.

16.3. Method of Application

16.3.1 The Contractor shall submit to the Client four (4) copies of application for payment in a form approved by the Client. Application shall be accompanied by such invoices, receipts or other documentary evidence as the Client may require. The application for payment shall state the amount claimed and shall set forth in detail, in the order of the Price Schedule, particulars of the Works executed up to the date named in the Application and subsequent to the period covered by the last preceding certificate, if any.

16.4. Issuance of Certificate of Payment

Within 14 days after receiving an application for payment which the Contractor was entitled to receive, the Client shall issue a Certificate of Payment to the Purchaser showing the amount due, with a copy to the Contractor.

Certificate of payment may be withheld on account of:

- (a) Defects or short comings in the Goods supplied.
- (b) Non-satisfactory performance of the Goods and services.

16.5. Correction to Certificates of Payment

The Client may in any certificate of payment make any correction or modification that properly be made in respect of any previous certificate.

16.6. Payment

The Client shall pay the amount certified within the period stipulated in Schedule-A, Special Stipulations to Bid, after the date of delivery of each certificate of payment to the Purchaser.

16.7. Delayed Payment

If payment of any sum payable under 16.5 is delayed the contractor shall be entitled to receive interest on the amount unpaid during the period of delay. The interest shall be at the rate stated in Schedule-A: Special Stipulations to Bid.

17. Prices

17.1 Prices charged by the Contractor for Services, Goods delivered, tested, and imparting training under the Contract shall not vary from the prices quoted by the Contractor in the Price Schedule.

18. Change Orders

18.1 The Client may at any time, by written notice to the Contractor, instruct the Contractor to alter, amend, omit, add to or otherwise change any part of the Works.

18.2 Upon notification by the Client of such change, the Contractor shall submit to the Client an estimate of costs for the proposed change (hereinafter referred to as the Change), within ten (10) calendar days of receipt of notice of the Change, and shall include an estimate of the impact (if any) of the Change on the delivery dates under the Contract, as well as a detailed schedule of execution of Works under the Contract.

18.3 The Contractor shall not perform Changes in accordance with Clause 18.1 above until the Client has authorized a Change Order in writing

18.4 Changes mutually agreed upon shall constitute a part of the work under this Contract, and the provisions and conditions of the Contract shall apply to said Change.

19. Contract Amendments

19.1 Subject to Clause 18, no variation in or modification of the conditions and terms of the Contract shall be made except by written amendment signed by the parties.

20. Assignment

The Contractor shall not assign in whole or in part, its obligations to perform under the Contract, except with the Purchaser's prior written consent.

21. Subcontracts

21.1 The Supplier shall not subcontract all or any part of the contract without first obtaining the Purchaser's approval in writing of the subcontracting and the subcontractor.

21.2 The Supplier guarantees that any and all subcontractors of the Supplier for performance of any part of the work under the contract will comply fully with the terms of the Contract applicable to such part of the work under the contract.

22. Extensions in the Contractor's Performance

22.1 Delivery of the Service and performance of the Services shall be made by the Contractor in accordance with the Contract Execution Schedule, pursuant to Clause 10.2 hereof.

22.2 If at any time during performance of the Contract, the Contractor should encounter conditions impeding timely delivery of the Goods and performance of Services, the Contractor shall promptly notify the Client in writing of the facts of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Contractor's notice, the Client shall evaluate the situation and may at its discretion extend the Contractor's time for performance.

22.3 Except as provided under Clause 25, a delay by the Contractor in the performance of its delivery obligations shall render the Contractor liable to the imposition of liquidated damages pursuant to Clause 23, unless an extension of time is agreed upon pursuant to Clause 22.2 without the application of liquidated damages.

23. Liquidated Damages

23.1 Subject to Clause 25 hereof, if the Contractor fails to deliver any or all of the Services or Goods within the time period(s) specified in the Contract, the Purchaser shall without prejudice to any other remedy it may have under the Contract, deduct from the Contract Price as liquidated damages, a sum of money equal to the percentage named in Schedule A Special Stipulations to Bid, of the Contract Value which is attributable to such part of the Services/Goods as cannot in consequence of the delay be put to the intended use for every day or part of a day between the scheduled delivery date with any extension of time thereof and the actual delivery date(s) provided that the amount so deducted shall not exceed in the aggregate, the percentage named in the Schedule-A to Bid of the Contract Price.

24. Termination for Default

24.1 The Purchaser may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Contractor, terminate the Contract in whole or in part:

- (a) if the Contractor fails to deliver, test and impart training of any or all of the Goods within the time period(s) specified in the Contract, or any extension thereof granted by the Client pursuant to Clause 22; or
- (b) if the Contractor fails to perform any other obligation(s) under the Contract; and
- c) if the Contractor, in either of the above circumstances, does not cure its failure within a period of two (2) weeks (or such longer period as the Client may authorize in writing) after receipt of a notice of default from the Client specifying the nature of the default(s).

24.2 In the event the Purchaser terminates the Contract in whole or in part, pursuant to Clause 24.1 above, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Contractor shall be liable to the Purchaser for any excess costs for such similar Goods or Services. However, the Contractor shall continue performance of the Contract to the extent not terminated.

25. Force Majeure

25.1 Notwithstanding the provisions of Clauses 22, 23 and 24, the Contractor shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

25.2 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 and not foreseeable. Such events may include, but are not restricted to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

25.3 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 Client. 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.

26. Termination for Insolvency

26.1 The Purchaser may at any time terminate the Contract by giving written notice to the Contractor, if the Contractor becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Contractor, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.

27. Termination for Convenience

27.1 The Purchaser may, by written notice sent to the Contractor, 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 Purchaser's convenience, the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective.

27.2 The Service which are complete and ready for shipment within four (4) weeks after the Contractor's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:

- (a) to have any portion thereof completed and delivered at the Contract terms and prices and/or
- (b) to cancel the remainder and pay to the Contractor an agreed amount for partially completed Goods and for materials and parts previously procured by the Contractor for the purpose of the Contract, together with a reasonable allowance for overhead & profit.

28. Resolution of Disputes

28.1 The Purchaser and the Contractor shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

28.2 If, after twenty-eight (28) days, from the commencement of such informal negotiations, the Purchaser and the Contractor have been unable to resolve amicably a Contract dispute, either party may, within one month, require that the dispute be referred for resolution by arbitration under the Rules of Pakistan Arbitration Act 1940, as amended, by one or more arbitrators selected in accordance with said Rules. The place for arbitration shall be Lahore, Pakistan. The award shall be final and binding on the parties.

29. Contract Language

29.1 The Contract shall be in the English language, and all documentation related hereto will also be in the English language. The Contractor hereby represents that it has sufficient knowledge of the English language fully to understand the Contract.

29.2 The Contractor shall bear all costs of translation to English and all risks of the accuracy of such translation.

30. Applicable Law

30.1 The Contract shall be governed by and interpreted in accordance with the laws of Pakistan.

31. Notices

31.1. Notice to Contractor

All certificates, notices, instructions or orders to be given to the Contractor by the purchaser or the Client under the terms of the Contractor, shall be served by sending the same by registered post, cable, telex or facsimile transmission to or leaving the same at the Contractor's principal office, or at the Contractor's office in Pakistan or such other addresses as the Contractor shall nominate for the purpose, or may by handing over to the Contractor's representative.

31.2. Notice to Purchaser

Any notice to be given to the Purchaser under the terms of the Contract shall be served by sending the same by registered post, telex or facsimile transmission to or leaving the same at the following office:

Project Manager
Project Management Unit, Board of Revenue,
Government of Punjab
5th Floor, LDA Plaza
Egerton Road,
Lahore
Tel. No. 9204429, 9204431

31.3. Notice to Client

Any notice to be given to the Client under the terms of the Contract shall be sent by post, cable, telex or facsimile transmission or be left at the following addresses:

Senior Member Project Management Unit, Board of Revenue, Government of the Punjab.

OR

Project Director
Project Management Unit – Project Management Unit, Board of Revenue,
Government of Punjab
5th Floor, LDA Plaza,
Egerton Road,
Lahore

32. Taxes and Duties

32.1 The Contractor shall be entirely responsible for all taxes, stamp duties and other such levies imposed outside Pakistan.

33. Client and Client's Representative

33.1. Client's Duties

The Client shall carry out the duties specified in the Contract.

Except as expressly stated in the Contract, the Client shall have no authority to relieve the Contractor of any of his obligations under the Contract.

33.2. Client's Representative

The Client's Representative shall be appointed by and be responsible to the Client and shall only carry out such duties and exercise such authority as may be delegated to him by the Client under Clause 33.3.

33.3. Client's Power to Delegate

The Client may from time to time delegate to the Client's Representative any of the duties vested in the Client and may at any time revoke such delegation.

Any such delegation or revocation shall be in writing and shall not take effect until a copy thereof has been delivered to the Contractor and the Purchaser.

Any decision, instruction or approval given by the Client's Representative to the Contractor in accordance with such delegation shall have the same effect as though it had been given by the Client. However:

- (a) Any failure of the Client's Representative to disapprove any Goods or workmanship shall not prejudice the right of the Client to disapprove such Goods or workmanship and to give instructions for the rectification thereof;
- (b) If the Contractor questions any decision or instruction of the Client's Representative, the Contractor may refer the matter to the Client who shall confirm, reverse or vary such decision or instruction.

33.4. Client's Decisions and Instructions

The Contractor shall proceed with the decisions and instructions given by the Client in accordance with these Conditions.

34. Ownership of Goods

Goods to be supplied pursuant to the Contract shall become the property of the Purchaser when the Goods are Taken Over by the Purchaser.

35. Training

35.1 The Contractor shall arrange and undertake a comprehensive training program for the staff nominated by the Client to ensure that they shall acquire a good working

knowledge of the operation, and general maintenance of the Goods to be supplied under the Contract.

In case of non-compliance with instructions, non-cooperation or other difficulties experienced by the Contractor with regard to any of these personnel, the Contractor shall apprise the Client. The Contractor shall then proceed to implement suitable remedial measures after consultation with the Client.

36. Compliance with Statues and Regulations

36.1 The Contractor shall in all matters arising in the performance of the Contract conform in all respects with the provisions of all Central, Provincial and Local Laws, Regulations and By-Laws in force in Pakistan, and shall give all notices and pay all fees required to be given or paid and shall keep the Purchaser indemnified against all penalties and liability of any kind for breach of any of the same.

37. Headings

37.1 Headings, whether of clauses or of other parts of the Contract, are for reference only and are not to be construed as part of the contract.

38. Waiver

38.1 Failure of either party to insist upon strict performance by the other party of any provision of the Contract shall in no way be deemed or construed to affect in any way the right of that party to require such performance.

TECHNICAL SPECIFICATIONS

1. Statement of work

It is required to supply hardware equipment to the Project Management Unit, Board of Revenue of the Government of the Punjab.

2. Hardware Requirements

2.1 Hardware Specifications

2.1.1 The bidder must provide authentic copies/letters from the principal manufacturer showing that the supplied equipment is genuine and brand new and a statement that all items are not refurbished.

2.1.2 The equipment to be supplied must be in accordance with the specifications given in **SCHEDULE - B: PRICE SCHEDULE**

2.1.3 The bidder shall provide at least one year of warranty of all Active Equipment.

2.2 Commercial Availability of Hardware

All hardware items delivered under this contract shall be commercially available products. Commercial availability for the purpose of this clause refers to all hardware shall have been sold, installed and put into operation in more than two installations initiated under two separate contracts. All hardware proposed under the contract shall be commercially available at the time of signing of the contract.

2.3 Power

All equipment delivered, unless otherwise specified, shall be capable for operating normally when supplied with single phase AC power within the range of 220-240V with the corresponding frequency of 50 Hz, inclusive, and should be protected from over-voltage, over heating and out-of-tolerance current surges.

2.4 Availability and Reliability

2.4.1 The Bidder shall configure the system for high availability 24/7 of all hardware and software.

2.4.2 Availability is defined as the probability that a component shall be operationally ready to perform its function when called upon at any point in time.

2.5 Delivery Instructions

The Bidder shall indicate his delivery approach clearly specifying the requirements for packing, shipping and unpacking of deliverable hardware, software and documentation. The approach shall also specify any special shipping constraints such as custom requirements, security requirements, access arrangement or loading dock requirements.

Annexure A

Project Management Unit, Board of Revenue

Contractor Evaluation Proforma

[All information given in this document will be kept confidential, and will not be disclosed in any manner, formal or informal, to any other government agency or private firm]

1. Background

| No. | Requirement | Details |
|------|---|---------|
| 1.1 | Name of Firm | |
| 1.2 | Registration No. with office of registration | |
| 1.3 | Date and place of registration | |
| 1.4 | Years of Experience since Registration | |
| 1.5 | Type of Firm (Public, Private, Limited, etc.) | |
| 1.6 | Owners' Names | |
| 1.7 | Names of Board of Directors/ Chief Executive /Chief Operating Officer | |
| 1.8 | Present H/O Address and Last Former Address (if any) | |
| 1.9 | E-mail | |
| 1.10 | Phone/Fax | |
| 1.11 | URL | |

2. Offices (Local & Foreign)

| No. | Requirement | Details |
|-----|---|---------|
| 2.1 | Total number of Offices. Give addresses of Offices | |
| 2.2 | Number of Cities where firm has its own offices | |
| 2.3 | Total number of Offices of Representatives of Firms. Give addresses | |
| 2.4 | Total covered areas of the Head Offices and Provincial/Regional Offices | |
| 2.5 | For each Office, state whether building is owned by the firm or rented | |
| 2.6 | Give the number of full time employees working in each office | |

3. Financial

| No. | Requirement | Details |
|-----|--|---------|
| 3.1 | National Tax Number | |
| 3.2 | Total Tax Paid in Last 3 years (attach Tax Returns) | |
| 3.3 | Salary Statements of Employees (attach for last two years) | |
| 3.4 | Audits (attach past two years' Audit Statements) | |
| 3.5 | Bank Statement (attach a latest Bank Statement showing returns of past 6 months) | |
| 3.6 | GST Registration No. | |

4. Name of the Foreign / Local Hardware Brands Represented by the Firm

| No. | Requirement | Details |
|------------|---|----------------|
| 4.1 | Please fill this table for the brand/s either foreign or local (For example Computers, Laptops, Tablet PC, Servers, PDAs, GPRS/GPS Devices, Storage Systems, UPS and Power related, Multimedia Projector, Digital Cameras,, Printers, Scanners, Plotters, etc) represented by the Firm along with authorization / distribution / reseller ship, etc letters | |
| 4.2 | Mention if the Brand/s is represented through direct Dealership, Distributorship, If yes Please Attach the latest (Valid) Certificate of Dealership, Distributorship from the Principal Manufacturer | |
| 4.3 | Mention if the brand/s is represented through Reseller ship. If so please mention either representation is done through Local Distributor or Foreign Distributor, Please also attach Valid letter of Reseller ship | |
| 4.4 | Number of years since the representation of any brands | |
| 4.5 | Please mention number of employees trained for a particular brand/s by the principal. Please also mention Duration, Type and Place of training | |
| 4.6 | Mention the number of certified employees for any represented brand/s (Type of Certification) | |

5. Foreign Alliances

| No. | Requirement | Details |
|------------|---|----------------|
| 5.1 | List names of any foreign companies with whom you have collaboration or consortiums. It is not necessary that you have executed projects with such partners | |
| 5.2 | For each such foreign partner, attach a letter signed by the foreign company expressing their relationship with you | |
| 5.3 | For each such foreign partner, give the URL and attach some documentation on description of that company | |
| 5.4 | If you are interested in participating in Public Projects along with such a partner, then mention here | |

6. Domestic Alliances

| No. | Requirement | Details |
|------------|--|----------------|
| 6.1 | List names of any domestic companies with whom you have collaboration or consortiums. It is not necessary that you have executed projects with such partners | |
| 6.2 | For each such domestic partner, attach a letter signed by the foreign company expressing their relationship with you | |
| 6.3 | For each such domestic partner, give the URL and attach some documentation on description of that company | |
| 6.4 | If you are interested in participating in Public Projects along with such a partner, then mention here | |

7. Licensed Software Resources

| No. | Requirement | Details |
|------------|--|----------------|
| 7.1 | For each item given below, list the total number available in all your offices combined: | |
| 7.2 | List details of Licensed Software Products owned by your firm, including the number of users licensed for each product. These may include operating systems, office products, tools, databases, etc. | |
| 7.3 | List details of any software licenses formerly held by your firm which now might be expired | |