

REQUEST FOR PROPOSAL (RFP)

Project Title	DIGITAL LITERACY INITIATIVE PROJECT
Type of project	Education
Location	Supply to Swisscontact Lao PDR, Vientiane capital
Type of supplier	External company/firm/supplier
Deadline of Bidding submission	29 th February 2024, 17:00 local time

PART I – PURPOSE OF THE REQUEST FOR PROPOSAL

1. BACKGROUND

1.1 SWISSCONTACT

Swisscontact is an independent, non-profit foundation established in 1959 by exponents of the Swiss private sector. Our development work focuses on private sector-led, sustainable economic development with improved quality of life for all in developing and emerging countries. We are represented in more than 40 countries with around 1400 employees.

Swisscontact has been active in the Lao PDR since 2013 with projects in vocational education and training to improve people's skills and provide them opportunities for a secure income and active participation in the labour market, as well as in the areas of sustainable tourism, waste management, and promoting sustainable consumption and production to create economic opportunities that address climate change and are environmentally sustainable.

1.2 PROJECT INTRODUCTION

Technology continues to become more ingrained in daily life, the importance of digital literacy skills is becoming increasingly apparent whether for communication, finding employment, and receiving comprehensive education. In Lao PDR, jobs increasingly require training in information and communication technology (ICT), this results in acquiring necessary ICT skills in young people to perform jobs requiring these skills when they finish schools. However, ICT knowledge and digital literacy activities are not sufficiently supported yet in educational institutes, especially in primary and secondary schools.

To support digital literacy education in Laos, the project called '**Digital Literacy Initiative (DLI)**' is designed to promote the increase of ICT activities on secondary education level and technical and vocational education level. The DLI will be implemented in three provinces – Khammouan province, Xiengkhuang province, and Oudomxai province from 2024 - 2026. These three provinces were selected as the project aims to support and give opportunities to youth in non-urban provinces to learn the basis of computer programming in a team setting. This promotes the increase of creative and critical thinking, collaboration, and basic ICT skills among youth which are fundamental competencies and skills that adopt and apply in employment and further education in the future.

1.3 PROJECT OBJECTIVES

The purpose of this Request for Proposal (RFP) is to invite proposals for supplying laptops and after-sell services for the upcoming project called '**Digital Literacy Initiative (DLI)**' to support ICT activities 'Coding trainings' for students in upper secondary schools in 3 target provinces: Khammoun, Xiengkhuang and Oudomxai province.

2. PURPOSE OF BIDDING

This RFP is an invitation to treat and shall not be constructed as an offer capable of being accepted or as creating any contractual, other legal or restitutionary rights. No binding contract, including a process contract or other understanding or arrangement, will exist between the Proposer and Swisscontact and nothing in or in connection with this RFP shall give rise to any liability on the part of Swisscontact unless and until a contract is signed by Swisscontact and the successful proposer.

PART II – PURPOSAL SUBMISSION PROCESS

1. SCOPE OF WORK

1.1 SERVICES

The project aims to purchase electronic equipment and after-sale services to provide basic coding trainings (Scratch 3.0 and Microbit) for students in upper secondary schools to increase their knowledge and skills in digital literacy area:

Quantity	135 units of laptops
After-sale services	Technical support, including assistance for software glitches, hardware malfunctions and other related technical queries on actual basis related to the equipment and software during the project timeframe 2024-2026.

1.2 TECHNICAL SPECIFICATION OF EQUIPMENT

Model	Well-known brand name
Screen size	Maximum of 15 inches screen size
Processor	Latest Generation of Core i5 processor or similar (at least 3 Ghz)
Hard drive size	Minimum of 250 GB SSD
Memory size	Minimum 8 Gb Memory
Weight	Minimum of 1.2 kg, Maximum of 2 kg
Video Camera	Built in camera at least 1080p
Battery Life	At least 6 hours
Others	Built-in speakers, web camera
Accessories	Laptop Bag, wireless mouse
Software included	Pre-installed Windows 11 (Home)
Warranty coverage	At least 1 Year warranty of laptop

2. PROPSOAL SUBMISSION

2.1 ACKNOWLEDGEMENT OF RECEIPT OF RFP

Proposers, who are interested in submitting proposals, are requested to inform Swisscontact as soon as possible by E-MAIL to the Procurement Unit at la.procurement@swisscontact.org that they have received this RFP.

NOTE: Proposals are not sent to the individual stated above will be disqualified. Any proposals sent to the above-named individually will be disqualified.

2.2 QUESTIONS FROM PROPOSER.

Proposers are required to submit any questions in respect of this RFP by E-MAIL to the Procurement Unit at la.procurement@swisscontact.org. The deadlines for receipt of any questions is **26th February 2024**, 17:00 Vientiane local time.

Proposers are required to keep all questions as clear and concise as possible. Proposers are also expected to give notification to Swisscontact immediately notify Swisscontact in writing of any ambiguities, errors, omission, discrepancies, inconsistencies, or other faults in any part of their proposals, providing full details. Proposers will not benefit from such ambiguities, errors, omissions, discrepancies, inconsistencies, or other faults.

Swisscontact will compile the questions received. The organization may, at its discretion, at once copy any anonymized questions and its reply to all other invited proposers and/or post these on the organization's social media channels.

2.3 AMENDMENTS TO SOLICITAITON DOCUMENT.

At any time prior to the Submission Deadline, Swisscontact may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective proposer, modify the Solicitation Document by amendment. The amendment will be publicly online via media channel where the document was available. All prospective proposers that received the Solicitation Document directly from Swisscontact will receive the notification in writing of all amendments to the Solicitation Document. To ensure prospective proposers have reasonable time to make amendments in preparing their proposals, Swisscontact may, at its sole discretion, extend the Submission Deadline.

2.4 SUBMISSION DEADLINE.

The deadlines for submission of Bids is **29th February 2024**, 17:00 local time
Any proposals received by Swisscontact after the Submission Deadline will be rejected.

2.5 LANGUAGE.

All proposal prepared by the proposers and all relating documents to the Bid exchanged by Swisscontact and proposers will be written in 'ENGLISH'. Supporting documents by proposers may be in another language provided that they are accompanied by an appropriate translation in 'ENGLISH'. The sole responsibility for translation, including the accuracy of the translation will be responded the proposer.

3. VALIDITY OF PROPOSAL; MODIFICATION AND CLARIFICATION; WITHDRAWAL.

3.1 VALIDITY PERIOD.

Proposers must indicate that validity period of their proposal. The period of validity should be not less than sixty (60) days after the Submission Deadline. A proposal valid for a shorter period of time shall not be considered further. Swisscontact may request the proposer to extend the validity period for reasons. The proposal of proposers who decline to extend, their proposals shall become disqualified as no longer valid.

3.2 MODIFICATION.

All modifications to a proposal must be received by Swisscontact prior to the Submission Deadline. The proposer must indicate clearly that the revised proposal is a modification and replace the earlier version of the proposal or state the changes from the original proposal.

3.3 WITHDRAWAL.

The proposer that would like to withdraw the proposal should inform Swisscontact via e-mail prior to the Submission Deadline. Any notification of proposal withdrawal from the proposer after the Submission Deadline is not acceptable. Negligence on the part of the proposer confers no right for the proposal withdrawal after it has been opened.

3.4 CLARIFICATION.

During the evaluation of proposals, Swisscontact may, in its sole discretion, seek clarification from any proposer in order to clearly understand the proposers' proposal and support for the proposal examination, evaluation and comparison process. Swisscontact may contact the proposer through writing communication or interviewing. During the clarification process, no amendment in the price or contents of the proposal will be sought, offered or permitted, except as required in order to allow for correction arithmetical errors discovered by Swisscontact.

3.5 REFERENCE CHECKING.

Swisscontact has the right to contact any or all references supplied by the proposer(s) and seek references from other sources as Swisscontact deems appropriate.

4. ELIGIBILITY; PROPOSER INFORMATION

4.1 PROPOSER

The term 'Proposer' refers to those companies/suppliers that submit a proposal pursuant to this Request for Proposal (RFP) and the term 'Proposal' refers to all the documents provided by the proposer in its response to this RFP.

4.2 ELIGIBLE PROPOSER

- A proposer must be a company/firm/supplier legally operated in Laos;
- Ability to maintaining transparency and accountability;
- A proposer must submit related documents with the price quotation as below:
 - Copy of the business operation registration in Lao PDR
 - Copy of Distributorship document of the brand being offered in Laos;
 - Copy of Tax clearance/Payment certification
 - Copy of VAT registration

5. PREPARATION OF OFFER

5.1 RESPONSIBILITY

Proposers are required to inform themselves in preparing their proposals. The proposers will ensure that they:

- Examine all terms and conditions, requirements, and submission instructions e.g submission deadline, marking of envelopes, RFP document etc;
- Review the RFP to ensure that they have a complete copy of all documents;
- Fully inform and satisfy themselves as to the requirements of any relevant authorities and laws that apply, or may in the future apply, to the supply of the services.

Proposers acknowledge that Swisscontact, its directors, employees and agents make no representation or warranties (express or implied) as to the accuracy or completeness of this RFP or any other information provided to the proposers.

Any failure to meet all requirements and instructions in the RFP document or to provide all requested information will be at the proposer's own risk and may result in rejection of the proposal.

5.2 DOCUMENT PREPARATION

The proposal must respond to the stated requirements and indicate that the proposer understands and confirms acceptance of stated requirements of Swisscontact. The proposer should identify any substantive assumption made in preparing its offer. The deferral of a response to a question or issue to any contract negotiation stage is not acceptable. Any item not specifically addressed in the proposal will be deemed as accepted by the proposer. Incomplete or inadequate responses, lack of response or misrepresentation in responding to any questions will affect the evaluation of the proposal.

5.3 REFERENCES

All reference to descriptive materials should be included in appropriate paragraphs in the proposal, though the materials/documents themselves may be provided as annexes to the proposal. The proposer must also provide sufficient information in the proposal to address each area of the evaluation criteria as presented in this document to allow a fair assessment of all the proposers and their proposals. It is for Swisscontact to determine, in its sole discretion, whether the information provided is sufficient.

The proposers acknowledge that its participation in any stage of the solicitation process for this RFP is at its own risk and cost and responded by proposers. Swisscontact is not responsible for any cost for proposal preparation, or this RFP.

6. PROPOSAL CONFIDENTIALITY

This request for proposal and all proposal documents provided by the proposers to Swisscontact, will be treated with the highest confidentiality. Submitted proposals will not be returned to the proposers.

PART III – REQUIREMENTS

1. PRICE

The fee for the services and deliverables will be treated as inclusive of all costs, expenses, charges or fees that the proposer may incur in connection with the performance of the work. The proposer

is invited to offer any unconditional discounts. Further, the proposer may offer early payment discounts, i.e. payment within a specific period of time faster than Swisscontact's standard payment terms of 30 days.

All prices/rates quoted in the proposal must include any direct taxes and any other taxes and duties unless otherwise specified in the RFP document.

The price indicated on the price schedule (see Form B) shall be listed separately in the following manner:

- i. Price of products 'Laptops'
- ii. After-sale service (i.e, service charge etc)
- iii. The price of other (incidental) services if any

2. PAYMENT

Invoices may be issued to Swisscontact only after the services or components of the services have been provided and the deliverables (or installments of the deliverables) have been delivered as a) in accordance with the contract and b) to Swisscontact's satisfaction. The standard terms of payment are 30 days, after receipt of invoice. Payment will be transferred by bank in the currency of the contract.

The proposer will suggest a payment schedule for the contract that is linked to deliverables identified in the Terms of Reference.

3. CURRENCY

The currency of proposal might be in US Dollar (USD), Thai Baht (THB) and local currency Lao Kip (LAK). Swisscontact will reject any proposals submitted in another currency.

4. TRANSPORTATION

All purchased equipment under this bidding will be supplied to Swisscontact Lao PDR's office, Vientiane capital.

5. IMPLEMENTATION

5.1 NO RELIANCE

Swisscontact will have no obligation to provide any support/assistance to the contractor and make no representations as to the availability of any facilities, equipment, materials, systems or licenses which may be helpful or useful for the performance of the work. If the proposer requires any facilities, equipment, materials, systems, or licenses in order to the work, this must be explicitly detailed in its proposal.

5.2 SUB-CONTRACTORS

Proposers must identify in their proposal, any products which maybe offered by themselves, but originate from other suppliers and/or country. Proposers must identify in their proposal any planned subcontracting of services. All subcontracting arrangements will be reviewed by Swisscontact as part of its proposal evaluation.

5.3 EXPERTS

Swisscontact has no obligation to respond for any expert who provide services under this RFP. Proposers must identify in their proposal and fully respond to experts for the services. Each expert profile requested in the Terms of Reference must sign an exclusivity and availability statement as follows:

- a) Experts proposed in the proposal must not be part of any other proposers' proposals being submitted for this RFP process. They must engage themselves in exclusively to the proposers.
- b) Each expert must also undertake to available, able and willing to work for all the period foreseen for his/her input during the implementation of the contract as indicated in the Terms of Reference and the proposal.

PART IV – AWARD/ADJUDICATION OF PROPOSAL AND CONDITIONS

1. EVALUATION

The evaluation is carried out by Swisscontact based on the delivered cost competitiveness basis.

Swisscontact will carry out the following steps in the following order:

- **1st step:** each proposal will be evaluated for compliance with the mandatory requirements of this RFP. Proposals that do not meet all the mandatory requirements will be considered as non-complaint and rejected at this stage without further consideration. Failure to comply with any of the terms of conditions contained in this RFP, including, but not limited to, failure to provide all required information, may result in a proposal being disqualified from further consideration.
- **2nd step:** Swisscontact will evaluate the technical proposal part of compliance with the technical requirements stated in this RFP on the basis of the proposal evaluation.
- **3rd step:** Swisscontact will undertake a commercial evaluation of the price proposal part for technically compliant proposal on the basis of the proposal evaluation.

2. RIGHT OF PURCHASER

2.1 ACCEPT ANY BID, REJECT ANY OR ALL BID

The purchaser reserves the right to accept or reject any Bid at any time prior to award of Contract, without thereby incurring any liability to the affected proposer(s) or any obligation to inform the affected proposer(s) of the grounds for the Purchaser's action.

2.2 VARY QUANTITIES

The purchaser reserves the right to vary the quantity i.e. increase or decrease the numbers/ quantities without any change in terms and conditions during the execution of the order.

3. NOTIFICATION OF AWARD

The Notice of Award to the successful proposer whose proposals have been considered responsive, techno-commercially acceptable and evaluated to be the lowest. Swisscontact will issue the Notification of Award in writing form to the successful proposer through E-mail within two (2) weeks after the submission deadline.

4. CORRUPTION OR FRAUDULENT OF PRACTICES

The purchaser requires that the proposers observe the highest standards of ethics in line with Swisscontact's Code of [Conduct](#) during the procurement process. In pursuance of this policy, the purchaser:

- a) Defines, for the purpose of this provision, the terms set as below:

"Corrupt practice" means behavior on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves and/or those close to them, or induce others to do so, by misusing the position in which they are placed, and it includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution;

"Fraudulent practice" means a misrepresentation of facts to influence a procurement process or the execution of a contract to the detriment of the Purchaser and includes collusive practice among Bidders (prior to or after Bid submission) designed to establish Bid prices at artificial non-competitive levels and to deprive the Purchaser of the benefits of free and open competition.

- b) The award will be rejected if it determines that the proposer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- c) A firm will be declared ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a contract.

5. PERFORMANCE SECURITY

Within ten (10) calendar days from receipt of the Notice of Award by the Bidder from the Procuring Entity but in no case later than prior to the signing of the Contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in the proposal.

6. INSPECTION AND TESTS.

Swisscontact's Procuring Entity or its representative shall have the right to inspect and/or test the products to confirm their conformity to the requirements and specifications at no extra cost to Swisscontact. Furthermore, testing technical specifications shall specify what inspections and/or tests the Procuring Entity requires, and where they are able to be conducted. The Procuring Entity shall notify the supplier in writing form, in a timely manner, of the identity of any representatives retained for this purpose.

All reasonable facilities and assistance for the inspection and testing of Products, including access to drawings and production data, shall be provided by the Supplier to the authorized inspectors at no charge to the Procuring Entity.

7. WARRANTY.

In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier as provided in the proposal.

The Procuring Entity shall promptly notify the supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall repair or replace the defective products or parts thereof without cost to the Procuring Entity, pursuant to the contract.