

BID NO:

**Circle Education Office, Patiala Division, Nabha**

## **Request for Proposal (RFP)**

### **For**

**Selection of Turnkey Hardware and Service Provider (THSP)**

*For supply, installation and maintenance of I.T. Infrastructure (PCs, Shared-Computing device, Networking, and Uninterrupted Power Supply etc.) Under CAL Scheme in 67 Government Schools in Nabha Circle, Punjab.*

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Circle Education Office, Patiala Division, Nabha

Circle Education Office  
Near Ripudman College, Nabha District Patiala  
Contact No. – 01765-220609  
Email: ceofficenabha@yahoo.com

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## **1.0. DEFINITIONS**

Unless the context otherwise requires, the following terms whenever used in this tender and contract have the following meanings:

- “Client” or “CEO” means Circle Education Office, Patiala Division , Nabha
- “Department” or “DSE” means Department of School Education.
- “Bidder” or “Vendor” means firm / company / business entity who submits bid in response to this tender.
- “THSP” means Turnkey Hardware and Service Provider
- “Committee” means the committee constituted by DSE and/or CEO for evaluation of bids.
- “Contract” means the contract entered into by the parties with the Client for maintenance of hardware with the entire documentation specified in the tender.
- “State” means State of Punjab.
- “GCC” mean General Contract Conditions.
- “Proposals” or “Bids” means proposal or bid submitted by bidders in response to this tender issued by the Client for selection of HMSP.
- “INR” means currency in Indian Rupees.
- “Tender” means tender floated by Client for supply, installation, maintenance & operation of Computer hardware items in upper primary govt. schools.
- "SLA" means Service Level Agreement
- "DEO" means District Education Officer.

**2.0. DOCUMENT CONTROL SHEET**

S.No.	Particular	Details
1.	Document Reference Number	BID NO:
2.	Start date & time of sale of tender (Only available in downloadable form at website mentioned)	21-12-2016 from 11.00 am
3.	Last Date and Time for submission of Queries	26-12-2016 till 4.00pm
4.	Date and Time for Pre-Bid Meeting	27-12-2016 at 11.00 am
5.	Last date and time for submission of bids	16-1-2017 till 5.00 pm
6.	Date and time of opening of Pre-Qualification-cum- Technical bids	17-1-2017 at 11.00 am
7.	Date of Opening of Commercial bids	To be intimated later
8.	Address for Communication	Circle Education Office, Patiala Division, Nabha Phone No. 01765-220609
9.	Location of tender document	etender.punjabgovt.gov.in, ssapunjab.org
10.	Cost of RFP document & Mode of Payment	Rs.500/- (Rs. five hundred Only) through online mode.
11.	Earnest Money Deposit (EMD) through online mode	Rs.1,00,000/- (Rs. One Lakh Only)
12.	Contact details	01765-220609
13.	Website for RFP Reference	etender.punjabgovt.gov.in, ssapunjab.org

For participating in the above e-tendering process, the bidders shall have to get themselves registered with [etender.punjabgovt.gov.in](http://etender.punjabgovt.gov.in) and get user ID and Password. Class-3 Digital Signature is mandatory to participate in the e-tendering

process. For any clarification/difficulty regarding e-tendering process, please contact on 9257209340/ 8045628821/0172-3934667.

**CONDITIONS:**

1. Interested bidders can purchase the tender document online from website.
2. Tender processing fee to ITI shall be strictly paid through online mode (IPG/ Net Banking). Other mode of payment will not be considered.
3. Bidders/ Contractors, who wish to submit online tender can access tender document from the website, fill them and submit the completed tender document into Electronic Tender on the website itself. Bidders / Contractors shall attach scanned copies of all the paper, i.e. Earnest Money deposited, Tender Form Cost, Processing Fee & the certificates as required in Eligibility criteria.
4. Corrigendum / Addendum / Corrections, if any will be published on the website only.
5. If the date of opening of tender happens to be a holiday then the tender will be opened on the next working day.

**Note: -**

The prospective bidders have the option to download the tender document from [www.etender.punjabgovt.gov.in](http://www.etender.punjabgovt.gov.in). They have to pay non-refundable fee of **Rs.500 /- (five hundred only)** and Processing Fees through online mode only (**IPG/ Net Banking**). The payments of Tender form fee and EMD through online mode should be submitted before last date failing to which bid of respective bidders would not be opened.

If cost of the Tender Document & EMD are not paid as per above, the bid will be rejected out rightly.

Aspiring bidders who have not obtained the User ID and Password for participating in e tendering may obtain the same by registering in e-procurement portal (<http://etender.punjabgovt.gov.in>).

**Authorized Signatory**

### **3.0. BACKGROUND OF THE ICT PROJECT**

The Government of Punjab in the Department of School Education has launched Information and Communication Technology (ICT) project for computer education in Government Schools across the State for the students of class 6<sup>th</sup> to class 12<sup>th</sup>.

- In phase I, 1306 Government schools were covered.
- In phase II, 1573 Government schools were covered.
- In Phase III, 2085 Government schools were covered.
- In Phase IV, 480 Government schools were covered
- The entire IT Infrastructure including Personal Computers, UPS's, printers, networking of computer lab and system software has been taken on five year Lease, Maintain & Transfer (LMT) basis. After five years, ownership of complete infrastructure would be transferred to the Department of School Education.

### **4.0. INVITATION OF BID**

Circle Education Office intends to establish Computer Labs in 67 schools in various rural and urban locations in Nabha Circle (Patiala, Rupnagar, SAS Nagar, Ludhiana, Sangrur district), under CAL Scheme.

Accordingly, online bids are invited from the reputed National and/ or International Companies for supply, installation and maintenance of IT infrastructure and Resources mentioned below in **67 selected Government schools**.

The Turnkey Hardware & Service Provider (THSP) would be responsible for carrying out the following tasks during the contract period i.e five years:

- 4.0.1 Supply, installation, repair and maintenance, trouble-shooting of following Information Technology (IT) infrastructure of ICT project as per the detailed technical specifications given in Annexure 'B' (**Numbers may vary**):

<b>Sr. No.</b>	<b>Item Description</b>	<b>Quantity per school</b>	<b>Total Quantity</b>
a.	Desktop cum Server Computer	1	67
b.	Shared cum Client Computers	4	268
c.	Laser Printers (LPs)	1	67
d.	1 KVA Online UPS 60 minutes battery backup	1	67

- 4.0.2 Keeping the infrastructure including Hardware, software, networking up and running condition as per the service level agreement by providing the Post Implementation Support and Services including:

- Operations and Management (O & M) of all hardware and system software products

- Deploying support engineers to ensure the service level/ uptime agreed in the Service Level Agreement (SLA) at appropriate locations for maintenance, trouble-shooting and repair purposes.
  - Keeping stock of required spares of hardware items at appropriate locations in the State for quick response time
- 4.0.3 Providing support & services for all other components of the System (excluding nothing) like Power Systems, Printers, Networking, and System Software & Services etc as defined in bid document.
- 4.0.4 The bidder shall quote those makes and models of equipment, which are supported by OEM upto five years.
- 4.0.5 Replacement of hardware in case of theft, fire, physical damages through Insurance cover for the entire infrastructure during the contract period of Five (5) Years.
- 4.0.6 **Battery replacement** - : It is mandatory to replace UPS batteries once (as per battery make indicated in RFP) after 30 months from the start of contract and replacement should be completed within one month. Batteries shall be replaced with new batteries of same capacity (like Ah, volt etc.) under buy-back.
- 4.0.7 Apart from above mandatory battery replacement, the THSP also responsible for replacement of UPS batteries any number of times when these become unserviceable during the contract period of five years without any extra cost. The replaced batteries (old batteries) may be collected by the THSP

## **5.0. GENERAL BID CONDITIONS**

- 5.0.1 Bidders are advised to study the Tender Document carefully. Submission of Tender shall be deemed to have been done after careful study and examination of the Tender Document with full understanding of its implications.
- 5.0.2 Bid document prepared in accordance with all the conditions laid down should be submitted online not later than the date and time at the website <http://e-tender.punjabgovt.gov.in>.
- 5.0.3 The Bidder must furnish Earnest Money Deposit (EMD) of Rs. 1,00,000/- (Rs. One lac) through online mode.
- 5.0.4 This Tender document is not transferable. Only bidder, in whose name this Tender document has been purchased shall submit the bid.
- 5.0.5 CEO reserves the right to reject or accept or withdraw the tender in full or part without assigning any reasons thereof and revising the quantity as per requirement of department. No dispute of any kind can be raised against the rights of CEO in any court of law or elsewhere. The bidder will accept all conditions of the Bid Document unconditionally or depending upon the decisions of the Tender Evaluation committee.
- 5.0.6 Tender Evaluation Committee reserves the right not to accept the Lower Price bid without assigning any reason whatsoever and the bidder will not challenge such decision on any forum whatsoever.



- 5.0.7 CEO may, at its own discretion, extend the date for submission of bids. In such a case all rights and obligations of the CEO and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.
- 5.0.8 This Tender Document does not constitute an offer by CEO. The bidder's participation in this process may result in CEO selecting the bidder to engage towards execution of the contract.
- 5.0.9 CEO reserves the right to increase/decrease the quantity of hardware/no. of schools or cancel the whole contract at any time during the contract period. The THSP will not challenge such decision on any forum what so ever
- 5.0.10 The client reserves the right to vary the quantity of the equipment at the time of awarding the contract.

#### **6.0. VALIDITY OF BIDS**

- 6.0.1 Bids shall remain valid for a period of 90 (Ninety) days from the date of opening of Commercial Bid. The CEO reserves right to reject a bid valid for a shorter period as non responsive.
- 6.0.2 Prior to the expiration of the validity period, CEO will notify the successful bidder in writing or by fax or email, that its bid has been accepted. In case the tendering process is not completed within the stipulated period, CEO may like to request the bidders to extend the validity period of the bid. The request and the response thereto shall be made in writing. Extension of validity period by the bidder shall be unconditional. A bidder granting the request will not be permitted to modify its Bid.

#### **7.0. RIGHT TO TERMINATE THE PROCESS**

- 7.0.1 The CEO reserves the right to annul the Tender process, or to accept or reject any or all the Bids in whole or part at any time without assigning any reasons and without incurring any liability to the affected bidder(s) or any obligation to inform the affected bidder(s) about the grounds for such decision.

#### **8.0. DEVIATIONS**

- 8.0.1 Bids submitted with any deviations to the contents of the Tender Document will be considered as non-responsive. No deviation(s) / assumption(s) / recommendation(s) shall be allowed with the bid. Bidders must ensure that pre-bid meeting is attended by their concerned senior people so that all clarifications and assumptions are resolved before bid submission

**9.0. PRE BID MEETING & CLARIFICATIONS**

- 9.0.1 CEO shall convene a pre-bid meeting as prescribed in document control Sheet to address any Tender Document related queries.
- 9.0.2 The prospective bidder or its official representative/s (maximum 2) is/are invited to attend the pre-bid meeting.
- 9.0.3 The queries shall be accepted only in the following format:

S.No	Tender Document Reference (Section & Page No.)	Content of Tender Document requiring clarification	Points of Clarification
1.			
2.			

- 9.0.4 Any requests for clarifications post the indicated date and time shall not be entertained by the CEO.

**10.0. CLARIFICATION AND AMENDMENTS OF BID DOCUMENT**

- 10.0.1 At any time up to the last date for receipt of bids, CEO may for any reason, whether at his own initiative or in response to a clarification requested by a prospective Bidder, modify the Bid Document by an amendment.
- 10.0.2 The amendment will be notified through the website and no separate communication either in writing or through email will be made with any bidder.
- 10.0.3 In order to afford prospective Bidders reasonable time or otherwise for any other reason, in which to take the amendment into account in preparing their bids, the Client may, at his discretion, extend the last date for the receipt of Bids.

**11.0. EARNEST MONEY DEPOSIT (EMD)**

- 11.0.1 The bidder shall furnish, as part of the Pre-qualification Bid cum Technical bid, an Earnest Money Deposit (EMD) as mentioned in document control sheet.
- 11.0.2 The EMD shall be in Indian Rupees and shall be submitted online.
- 11.0.3 EMD of all unsuccessful bidders would be released by CEO after award of contract to the successful bidder. EMD of the successful bidder will be released after the submission of Performance Bank Guarantee (PBG) & signing of Contract.
- 11.0.4 The EMD amount is interest free and will be refundable to the unsuccessful bidders without any accrued interest on it.
- 11.0.5 The EMD lying with the CEO in respect of other tender/ Tender Document/ RFP/ Expression of Interest etc. awaiting approval or rejected or on

account of contracts being completed, will not be adjusted towards EMD for this Tender Document.

11.0.6 The Earnest Money will be forfeited on account of one or more of the following reason:-

- i. Bidder withdraws its Bid during the validity period specified in Tender Document.
- ii. Bidder does not respond to requests for clarification of its bid.
- iii. Bidder fails to provide required information during the evaluation process or is found to be non-responsive.
- iv. In case of a successful bidder, the said bidder fails to sign the Agreement in time; or furnish Performance Bank Guarantee.

## **12.0. PROCEDURE FOR SUBMISSION OF BIDS**

**12.0.1 Bids are to be submitted online and in two parts:**

- a) Pre-qualification-cum-Technical Bid.
- b) Commercial Bid

12.0.2 The Bidder shall have to qualify the pre-qualification cum technical Bid.

12.0.3 Please note that commercial aspects (prices, cost, charges, etc.) should not be indicated in the Pre-qualification Bid or the Technical Bid and should be quoted only in the Commercial Bid. If quoted these bids shall be declared rejected.

12.0.4 Commercial Bid should only indicate prices in the prescribed format.

12.0.5 The bids cannot be uploaded after the last date of submission of bid.

12.0.6 Each copy of the bid should be a complete document with Index & page numbering.

## **13.0. DOCUMENT COMPRISING BIDS:-**

**13.0.1 PRE-QUALIFICATION cum TECHNICAL Bid consisting of the following:**

S.No	Requirement	Document required
1	Bid Proposal sheet duly filled in, signed and complete in all respects.	Annexure 'C'
2	Qualifying data duly filled in as per relevant Performa provided in the bid proposal that the Bidder is eligible to bid and is qualified to perform the contract, if its bid is accepted.	Annexure 'D'
3	Power of attorney in the name of the person(s) authorized by the bidder to sign bid documents.	Annexure 'L'

**Circle Education Office, Patiala Division, Nabha**

**RFP for IT infrastructure for Government Schools under CAL scheme**

4	The Bidder must submit Earnest Money Deposit (EMD) of Rs. 1 Lac (Rupees One Lac only) through online mode only, failing to which the bid will be rejected.	Attach Proof
5	The Bidder must submit Tender Cost of Rs. 500 (non-refundable) through online mode only, failing to which the bid will be rejected.	Attach Proof
6	Bidder should be registered either under Companies Act, 1956 or registered under Limited Liability Partnerships (LLP) Act, 2008	Certificate of Incorporation or Partnership Deed
7	Registered with the Service Tax Authorities	Registration Certificate
8	Certifications The Bidder should be ISO 9000/9001:2008 certified.	Copy of certification, which is valid on date of submission.
9	Should have been operating profitably for the last two financial years as on 31/03/2016.	certificate from the practicing fellow member of Institute of Chartered Accountant of India (FCA)
10	The bidder must have an average annual turnover of Rs. 2 Crores and positive networth over last 3 years as on 31/03/2016 from IT Hardware supply, installation and Maintenance Services	Authentic certificate from the practising fellow member of Institute of Chartered Accountant of India (FCA) confirming the turnover.
11	The average turnover of OEM of quoted products – Computers, UPS, Printer must be Rs. 250 crore, Rs.10 crore, Rs. 50 crore respectively in last three years as on 31/03/2016. In case of shared computing, OEM should have sold more than 1 Lakh devices in last three years as on 31/03/2016.	Authentic certificate from the practising fellow member of Institute of Chartered Accountant of India (FCA) or balance sheets confirming the turnover.
12	The Bidder must have executed at least two similar projects worth Rupees 15 lac each for hardware supply and Maintenance support in Govt. Sector/ PSUs/ Banks in the last three years.	Attach proof of certificates of running/ completion satisfactorily of these projects from respective clients.
13	The Bidder must have minimum 5 employees on its rolls.	Certificate from HR Department
14	The Bidder shall not be under a declaration of ineligibility for corrupt or fraudulent practices. And should not be blacklisted by any State Govt./ Central Govt./ PSU for any reason.	Self-Certified letter (Annexure 'H')
15	The Bidder should have a fully functional office in Punjab/Chandigarh. If not, the selected bidder shall open its office within one month from the award of contract.	Attach proof
16	The Bidder must have valid PAN issued by Income Tax Authorities, India.	Copy of PAN

17	The bidder should have a registered number of VAT/Sales Tax/CST registrations Service Tax Registration /VAT Income Tax / PAN number.	Copies of relevant Certificates.
18	The Bidder should have a centralized correspondance contact number for after sales support.	Attach proof.
19	The bidder would indicate make & model of the equipment and the components.	<b>Annexure 'J'</b> on bidder letter head duly signed by authorized signatory
20	Technical Brochures of the product quoted and current certifications asked for in the detailed technical specifications should be enclosed.	Attach all required certificates and brochures for all items.
21	The bidder must attach compliance report & Technical specifications for all hardware items.	Compliance reports & Technical specification of all items on bidder's letter head duly signed by authorized signatory
22	The bidder must submit MAF certificate from the principal hardware company with a undertaking regardng validity product life of 5 years.	Attach MAF for all hardware items.
23	The OEM Manufacturer must have equipment manufacturing facility in India with ISO 9001:2008 for Personal Computers and ISO 14001 certifications for UPS. OEM Manufacturer of Shared Computers must have ISO 9001:2008 certificate.	Attach Certificates.
24	The Bidder/ OEM should be an OEM partner for the product being quoted.	Attach proof.
25	The Bidder shall give a certificate regarding the use of quality components for IT Resources as per Annexure 'I'.	Attach duly signed Annexure 'H'.

**13.0.2 Commercial Bid consisting of the following: -**

- (a) Bidders shall submit the commercial bid as per bid formats (**ANNEXURE –'G'**)
- (b) Prices: The bidder is required to submit unit rates.
  1. The prices will be valid for a period of Six Months from the date of issue of work order. CEO reserve the right to release any additional order of any item(s) to the successful bidder during this price validity period without any cost escalation.
  2. If there is no price quoted for certain material or service, the bid shall be declared as disqualified.

#### **14.0. SIGNING OF CONTRACT**

14.0.1 The successful bidder(s) will sign the Contract agreement with CEO within 15 working days of the release of notification/Letter of Intent. After signing of the Contract, no variation in or modification of the term of the Contract shall be made except by mutual written amendment signed by both the parties (i.e. CEO & SERVICE PROVIDER).

#### **15.0. PERFORMANCE BANK GUARANTEE (PBG)**

15.0.1 The successful bidder will furnish Performance Bank Guarantee within 7 working days from the date of signing of contract agreement, for a value equivalent to 10% of the total cost of contract.

15.0.2 PBG shall remain valid for a period of ninety days beyond the date of completion of all contractual obligations of the successful bidder including warranty obligations.

15.0.3 The successful bidder will be responsible for extending the validity date and claim period of the PBG as and when it is due on account of non-completion of the project. In case the successful bidder fails to submit performance guarantee within the time stipulated, the CEO at its discretion, may cancel the award of contract to the successful bidder without giving any notice.

15.0.4 The THSP will not be entitled for any interest on the PBG submitted.

15.0.5 CEO shall forfeit the PBG in full or part in the following cases:

- When the terms and conditions of contract are breached/ infringed
- When contract is terminated due to non-performance of the Service provider
- Notice of reasonable time will be given in case of forfeiture of PBG. The decision of CEO in this regard shall be final.

#### **16.0. FRAUD AND CORRUPTION**

16.0.1 All the Bidders must observe the highest standards of ethics during the process of selection of project Service provider and during the performance and execution of contract.

16.0.2 For this purpose, definitions of the terms are set forth as follows:

- "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of the CEO or its personnel in contract executions.
- "Fraudulent practice" means a misrepresentation of facts, in order to influence a selection process or the execution of a contract, and includes collusive practice among bidders (prior to or after Bid submission) designed to establish Bid prices at artificially high or

non competitive levels and to deprive the CEO of the benefits of free and open competition.

- “Unfair trade practice” means supply of services different from What is ordered on, or change in the Scope of Work given in Tender Document.
- “Coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or execution of contract.

16.0.3 CEO will reject a bid for award, if it determines that the Bidder recommended for award, has been determined to having been engaged in corrupt, fraudulent or unfair trade practices.

16.0.4 CEO will declare a bidder ineligible, either indefinitely or for a stated period of time, for award of contract, if bidder is found to be engaged in corrupt, fraudulent and unfair trade practice in competing for, or in executing, the contract at any point of time.

The Bidder will not engage or retain any Service provider/individual to facilitate or lobby for award of contract. Canvassing by its agent(s) for getting the contract awarded will be construed as **corrupt practice**.

## **17.0. TERMS AND CONDITIONS OF PERFORMANCE**

17.0.1 Bidder shall be responsible for comprehensive & on-site operation & maintenance of all equipments supplied under the contract, for a period of 5 years.

17.0.2 THSP must provide maintenance services from reasonable distance from Government School.

17.0.3 THSP will hand over all the equipment's in working order to the new Service provider within two month after the expiry of contract. A certificate to this effect is required to be obtained by the THSP from the new service provider and to be produced along with the final claim/release of PBG of the contract.

17.0.4 If any equipment/parts damaged for any reason during the contract period, the THSP is liable to replace the same with the same or higher configuration (same brand) with no extra cost. The downtime due to such components would be taken into account for calculation of SLA. All breakdown calls in Hardware/Software installed in labs are to be resolved by THSP irrespective of reason of fault i.e. Physical & Electrical damage.

17.0.5 Replacement of parts / component beyond repair with parts/components of same or better configuration (same brand) ensuring compatibility. Replacement of defective parts with sub standard or refurbished parts will not be allowed.



- 17.0.6 THSP must maintain the equipment for smooth operations as per the service level agreement (SLA), attached as per annexure 'K'.
- 17.0.7 The services shall be provided Mondays to Saturdays on working hours of the Government Schools.
- 17.0.8 THSP will be responsible for onsite comprehensive maintenance/ support during contract period of 5 years. On-site comprehensive maintenance will include whole of the infrastructure viz. Hardware, UPS, UPS batteries, system software, and networking (excluding nothing) etc. during 5 years of contract period.
- 17.0.9 In case of default, the client has the right to arrange such task of maintenance/support at the risk and cost of THSP, from any other source and shall be deducted from his next lease/contract payment.
- 17.0.10 In case the equipment is damaged due to negligence on part of THSP while conducting repairs or its maintenance/ performing his duty under the award of contract, then it would be the responsibility of the THSP to replace the equipment without any additional costs within such period and in such manner that it would not affect the functioning of the School.
- 17.0.11 THSP will do preventive maintenance once a half yearly for upkeep and running of the infrastructure. This schedule will have to be adhered to strictly by him. Preventive Maintenance should generally be done on Non working days/ Beyond General Shift Hours.
- 17.0.12 Client at his own cost can move the equipment from one location to another with the help of THSP.
- 17.0.13 THSP should provide the details of support centres, engineers and other relevant of service facilities to the users at various levels.
- 17.0.14 THSP must keep spare parts with same or better specifications till the time the original part/component is repaired or replaced. The faulty parts arising out of replacements shall be the THSP's property.
- 17.0.15 In case of failure on part of the THSP Provider with regard to such services, bank guarantee if any will be forfeited. The THSP shall be given maximum of two opportunities of 30 days each to improve his service level and meet the obligations as per the contract.
- 17.0.16 THSP shall arrange all infrastructure/additional equipment in order to provide any service under the contract.
- 17.0.17 THSP will not remove the equipment without the written permission of the Principal or Headmaster of the School.
- 17.0.18 The Selected Bidder shall deploy adequate number of engineers to achieve SLA . All deployed personnel should have valid Employee code and good skills in their area of service delivery.
- 17.0.19 Bidder shall transfer the benefit of any standard warranty of any equipment to the department.
- 17.0.20 The Selected bidder will provide two day training to all teachers at district



level.

### **18.0. HELPDESK**

18.0.1 The THSP will setup a helpdesk having Toll free number or one landline phone to log calls at their office. CEO will provide a web portal having all functionalities like call logging, call close, all type of reports, calculation of penalty etc.

### **19.0. DELIVERY & INSTALLATION PERIOD**

19.0.1 The Supply and Installation period would be 45 days from the date of signing the contract & site readiness.

19.0.2. The details of shipping and/or other documents to be furnished by the Supplier along with delivery are specified hereunder:-

19.0.3 Original copy of Supplier's invoices showing contract number, Items/Services description, quantity, unit price and total amount;

- i. Packing list of all parts being supplied with the main equipment
- ii. Manufacturer's / Supplier's warranty certificate
- iii. Supplier's factory inspection report and Quality Control Test Certificates.
- iv. Any other requisite documents required to meet the order obligation

### **20.0. PENALTY:**

20.0.1 All penalties given below, shall be levied on the selected Bidder for any failure happens on selected bidder part in any of the agreed terms & Condition. If at any stage of the contract department finds that the services of the THSP are not upto the mark or as per the terms & conditions of the agreement, department reserve the right to cancel the contract or/and forfeiture of earnest money/ Performance Bank Guarantee or/and blacklisting the selected bidder from any subsequent bidding participation in the Department of Education, Government of Punjab.

20.0.2 **Installation:** In case of delay in installation, penalties shall be imposed as per clause 24.0 Liquidated Damages.

20.0.3 **Operation & Maintenance period:** - Penalty will be deducted as per SLA (Annexure 'K').

### **21.0. SCHEDULE OF PAYMENT**

The payment terms shall be as per follows:

- 65% payment (excluding mandatory UPS battery replacement cost) will be released on delivery of all items at all locations. The THSP will get the three (3) copies of delivery report duly signed & stamped from the respective head of the school and District Education Officer (S.E). One copy of report shall be submitted at School, one at DEO office and one at CEO head office. Turnkey Hardware & Service Provider shall inform in writing about complete installation and commissioning.
- 25% payment (excluding mandatory UPS battery replacement cost) will be released on installation and commissioning of all items at all locations.
- Balance 10% payment (excluding battery replacement cost) will be released in 5 equal installments every year after deducting any penalty during the Five (5) years on the basis of THSP performance. The first yearly installments would be due after one year on successful delivery, installation & commissioning of all items at all the locations and final acceptance given by the CEO. The department may conduct inspection of hardware (within 30 days after the completion of installation) through a committee constituted from department or through any other agency (third party) before making first payment.
- 100% payment of mandatory UPS battery replacement will be released after the successful battery replacement done by the THSP after 30 months from the start of the contract.

### **22.0. TAXES AND DUTIES**

22.0.1 The bidder shall be entirely responsible for all taxes including service tax, entry tax, duties, and license fees etc if any

### **23.0. INSURANCE**

23.0.1 The installed equipment under the contract shall be fully insured throughout the contract period of Five (5) years by the bidder against loss, theft, fire, burglary or damage. In case of any loss, theft, fire, burglary or damage, THSP shall replace those items within 6 weeks after the receipt of FIR copy. After this penalty will be imposed as per SLA.

CEO will not provide Non-Traceable Reports (NTR) to THSP in case of any theft. However, the required assistance would be provided to the THSP in this regard.

#### **24.0. LIQUIDATED DAMAGES**

24.0.1 In the event of the failure of the bidder to start delivering the maintenance services to the Client, then he shall be liable for penalties per school as per the following terms:

- Per week, 1% of the value of the delayed deliverable shall be deducted for unfinished tasks subject to maximum of 4% (4 weeks).
- After 4 weeks, the penalties shall be doubled.
- If for another 4 weeks, the THSP is not able to complete the unfinished tasks, the client reserves the right to take further actions for cancellation of contract.
- The overall maximum Liquidated damages for delay in services that can be imposed on THSP shall not exceed 10% of total contract value.

#### **25.0. LIMITATION OF LIABILITY**

25.0.1 Limitation of liability shall not exceed the contract value in this agreement.

#### **26.0. TERMINATION FOR DEFAULT**

26.0.1 The client may, without prejudice, to any other remedy for breach of contract, by written notice of default sent to the THSP, terminate the contract in whole or in part if:

- The THSP fails to deliver any or all of the obligations within the time period(s) specified in the contract or any extension thereof granted by the client.
- The THSP fails to perform any other obligation(s) under the Contract.
- The THSP shall be given maximum of two opportunities of 30 Days each to improve his service level and meet the Obligations as per the contract.

#### **27.0. TERMINATION FOR INSOLVENCY**

27.0.1 The client may at any time terminate the contract by giving written notice to the THSP without compensation to the THSP, if the THSP becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or effect any right of action or remedy which has accrued thereafter to the client.

#### **28.0. SUSPENSION**

28.0.1 The client may by a written notice of suspension to the THSP, suspend all payments to the THSP under the contract, if the THSP failed to

perform any of its obligations under this contract, (including the carrying out of the services) provided that such notice of suspension:

- Shall specify the nature of the failure and
- Shall request the THSP to remedy such failure within a specified period from the date of receipt of such notice of suspension by the THSP.

### **29.0. CONFIDENTIALITY**

29.0.1 The THSP and its personnel shall not, either during the term or after expiration of this contract, disclose any proprietary or confidential information relating to the Services, contract or the client's business or operations without the prior written consent of the client.

### **30.0. FORCE MAJEURE**

30.0.1 Notwithstanding the provisions of the tender, the THSP shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, it's delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.

30.0.2 For purposes of this Clause, "Force Majeure" means an event beyond the control of the THSP and not involving the THSP and not involving the THSP fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the client either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

30.0.3 If a Force Majeure situation arises, the THSP shall promptly notify the client in writing of such conditions and the cause thereof. Unless otherwise directed by the client in writing, the THSP shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. The client may terminate this contract, by giving a written notice of minimum 30 days to the THSP, if as a result of Force Majeure, the THSP being unable to perform a material portion of the services for a period of more than 60 days.

### **31.0. CONTRACT PERIOD**

31.0.1 The total final contract period shall be for Five (5) years from the time of final acceptance given by CEO after successful installation of hardware. Final acceptance will be given within 20 days after inspection of hardware.

**32.0. RESOLUTION OF DISPUTES:**

32.0.1 A steering group shall be formed comprising of authorized representative of Circle Education Officer and the THSP. The group shall tackle the implementation related, operational issues, and any frontline disputes. The THSP and Circle Education Officer shall make every effort to resolve any disagreement or dispute arising between them amicably.

Only in situations where such disputes do not get amicably resolved even after 15 days from the commencement of such informal negotiation between the two parties, either party may be required that the dispute be referred for resolution to the formal mechanisms that may include, but are not restricted to the ones specified below:-

- a. Conciliation mediated by a mutually agreed third party.
- b. Adjudication in a form comprising the Director General School Education, Govt. of Punjab/Circle Education Officer and the authorized representative of the THSP.
- c. Circle Education Officer and the THSP shall nominate one arbitrator each and these arbitrators shall nominate a third arbitrator to conduct the proceeding under the arbitration and reconciliation act.

The cost of such arbitration shall be borne by the THSP.

Settlement of any dispute by above means shall be constructed as final and binding to both the parties.

**33.0. PRICE FALL:**

33.0.1 The prices charged for the Hardware items supplied under the contract by the bidder shall in no event exceed the lowest price from last 3 months before bid submission at which Bidder sells the Hardware or offers to sell Hardware of identical description to the Department of the Central or State Government or any Statutory undertaking of the central or State Government, as the case may be, before the supply of IT resources.

33.0.2 If, at any time during the said period the bidder reduces the sale price, sells, or offers to sell such hardware items to any person/organization including the purchaser or any Department of State or Central Government or any statutory Undertaking of the Central or State Government as the case may be, at a price lower than the price chargeable under the contract, the bidder shall forthwith notify such reduction, or sale or offer to sell to the purchaser and the price payable under the contract for the supply of material after the date of coming into force of such reduction or sale or offer to sell shall stand correspondingly reduced.

**34.0. OTHER CONDITIONS**

- All disputes, differences, claims and demands arising under or pursuant to or touching the contract shall be referred to the arbitrator(s) as per the provisions of the Arbitration Act. Such arbitration shall be held at Chandigarh/Mohali.
- In all matters and disputes arising there under, the appropriate Courts at Chandigarh/Mohali alone shall have jurisdiction to entertain and try them.
- The THSP shall provide training on appropriate aspects wherever desirable that client feels necessary to such persons as nominated by the client, wherever required.
- At-least 5% of the total hardware has to be stocked which must include computers for replacement in theft cases, hardware parts & peripherals to avoid delay in transporting from the manufacturers.
- Quote should be F.O.R destination. The list of 67 Government schools may be collected from CEO office.
- The client reserves the right to carry out the capability assessment of the bidders and the client's decision shall be final in this regard.
- The THSP shall be responsible for managing the activities of his personnel, and shall hold itself responsible for any misdemeanors.
- The bidder shall not sub-contract any part of the contract without written permission of the client.

**ANNEXURE 'A'**

Distribution of Hardware items per school is as under:-

S.No	Item Name	Qty per School
1.	Desktop Computer cum Server Computer	1
2.	Shared Computer	4
3.	Online UPS 1 KVA	1
4.	Laser Printer	1

**ANNEXURE 'B'**

**Detailed technical configurations of Server, Desktop Computer, Laser Printer, Power peripherals, Networking components and System software product**

**1. Desktop Computer Cum Server:-**

Processor	Intel Core i5 (6 <sup>th</sup> generation) or higher
Motherboard	Intel H 6X or higher
Bus Architecture	Integrated Graphics, 1 PCI Express x 1 full/half height
Memory	8 GB 1600 MHz or higher DDR3 RAM upgradable to 32 GB
Hard disk drive	1 TB 7200rpm serial ATA HDD
Monitor	21.5" LED 16:9 Monitor TCO 05 (same brand as PC). TCO should be in name of PC OEM; Energy Star compliant
Keyboard	104 Keys Keyboard (Same brand as PC)
Mouse	Optical Mouse with PAD (same brand as PC)
Ports	6 USB Ports (with at least 2 in front), 1 LAN port; 1 VGA port; 1 DVI; 1 PCI Slots ; 1 PCI Express X16 slot ; 1 PCI express X1 slot; audio ports for microphone and headphone in front
Cabinet	Mini Tower/SFF
DMI/Certifications	DMI 2.0 Compliance and Support and UL listed, ERTL /Green peace certified.
DVD Drive	8 X Internal DVD writer
Networking Facility	10/100/1000 on board integrated Network Port
Parts Authenticity	Manufacturer brand Stamping/ screen printing/ Sticker on RAM and Hard Disk, Motherboard)
Preloaded Antivirus	Symantec or Norton or McAfee or eTrust or e-Scan or Software Fore front or Trend Micro or PC Tool or Quick heal Antivirus (Latest Version) with 5 years License
Speaker	<ul style="list-style-type: none"> <li>• Head phone with Mike (samsung/sony/same brand of PC)</li> <li>• External Speakers – 240 Watt</li> </ul>



## 2. Shared cum Client Computer

Item	Technical Specification for Shared Computing Device
Access Device	Device with speaker output, PS/2 Mouse, PS/2 keyboard output, SVGA Monitor output and RJ45 connection port, Including Virtualization software. Access device mounting on rear side of TFT monitor
Following O/s and other software to be Supported	Windows Server 2012 or Windows Multipoint Server 2011, 2012) or Latest and Linux operating system.
Monitor	21.5" LED 16:9 Monitor TCO 05 (same brand as Desktop cum Server Computer). TCO should be in name of PC OEM; Energy Star compliant
Speaker	Head phone with Mike (samsung/sony/same brand of PC)
Keyboard	104 Keys Keyboard (Same brand as PC)
Mouse	Optical Mouse with PAD (same brand as PC)
Certifications	ISO 9001, FCC Class B, MIC, RoHS Compliant
Installation	Patch Cords required to connect with server.

## 3. LASER PRINTER:-

Print speed	18 ppm (A4) or higher
First-Page-Out	As fast as 9.0 sec or better
Resolution	Mono 1200 dpi effective output
Duty Cycle	Up to 5000 pages
Processor	OEM Integrated Processor
Input	1 sheet priority feed slot,; 150-sheet input tray
Output	100 Sheet Face down
Sizes	A4, Letter, A5, A6, B5, B6
Types	All Laser Supported Paper Based media
Languages	Host-based printing/UFR Supported printing
Interfaces	Hi-Speed USB 2.0 port & Ethernet 10/100, USB

## 4. 1 KVA online UPS

• Manufacturer	• ISO 9001 & ISO 14001 Certified • RoHS Complaint
• TECHNOLOGY	• IGBT based PWM Technology Microprocessor Controlled Double Conversion True On-line UPS
Overall Efficiency	≥ up to 90%

(AC-AC)	
<b>INPUT</b>	
Voltage range	160V – 280V (full load); 120V-280V (50% load)
Frequency range	47 to 53 Hz
Phase	Single Phase with ground (L-N-G)
Power Factor	*>0.99, >-0.95
<b>OUTPUT</b>	
Voltage	200 VAC(2)/208 VAC(2)/220 VAC/240 VAC
Voltage regulation	+/-1% (or better)
Frequency regulation	50/60Hz+/-0.1Hz(free running mode)
Harmonic Distortion (THD)	< 3% (linear load)
Waveform	Pure Sinewave
Crest Factor	3:1
Load power factor	0.8 lag or better
Battery Backup	60 minutes with full load (Minimum 1500 VAH capacity)
Battery Type	Sealed Lead Maintenance Free VRLA type (Lead Calcium SMF batteries NOT acceptable)
DC Bus Voltage	As per OEM Architecture
Transfer Time	0 ms
Battery Enclosure	Powder Coated racks matching with color of UPS.
Battery Brands	Reputed & Reliable brands like Exide, Panasonic, Rocket, Hitachi, Quanta, CSB, Base Terminal, Okaya, Luminous, Amaraja or same brand of UPS OEM.
Operating Temperature	0 to 45 deg. C
Audible Noise	50 dB at 1 meter
Alarms & Indications	All necessary alarms & indications essential for performance monitoring of UPS like mains fail, low battery & fault detection should be provided through intelligent LCD Display.
Bypass	Automatic Bypass Switch
Compatibility	UPS to be compatible with DG Set supply
Communication Interface Standard	RS 232/USB port for software interface
Certifications	For Safety & EMC as per international standards
Others	Cold start (without batteries) Automatic fan speed control (as load varies)

- **UPS:** It is mandatory to replace UPS batteries once (as per battery make indicated in RFP) after 30 months from the start of contract and replacement should be completed within one month. In case of any delay, penalty will be deducted as per SLA.
  - Apart from these mandatory replacements, the batteries should be replaced immediately if its performance is not satisfactory with no extra cost.

**ANNEXURE 'C'**

**BID PROPOSAL PROFORMA's**  
**BID PROPOSAL SHEET**

Bidder's Proposal Reference No. & Date :

Bidder's Name & Address :

Person to be contacted :

Designation :

Telephone No.

Telex No.:

Fax No:

To:

**Circle Education Officer (CEO)**  
**Circle Education Office Patiala Division, Near Ripudaman College,**  
**Nabha**

**Subject: For supply, installation and maintenance of Hardware items in Government schools in rural and urban areas in the State.**

Dear Sir,

**1.0** We, the undersigned Bidders, having read and examined in detail the specifications and all bidding documents in respect of supply of hardware item do hereby propose to provide hardware as specified in the bidding document.

**2.0 PRICE AND VALIDITY**

2.1 All the prices mentioned in our proposal are in accordance with the terms as specified in bidding documents. All the prices and other terms and conditions of this proposal are valid for a period of 90 days from the last date of submission of bids.

2.2 We do hereby confirm that our bid prices include all taxes and cess including Income Tax.

2.3 We have studied the Clauses relating to valid Indian Income Tax and hereby declare that if any Income Tax, Surcharge on Income Tax and any other Corporate Tax is altered under the law, we shall pay the same.

**3.0 EARNEST MONEY**

We have enclosed the required earnest money in the form of Bank Draft in the Pre Qualification bid envelope. It is liable to be forfeited in accordance with the provisions of bid document.

**4.0 DEVIATIONS**

We declare that all the services shall be performed strictly in accordance with the fine tuned Technical specifications. Further we agree that additional conditions, if any, found in the proposal documents, other than those stated in deviations Performa, shall not be given effect to.

**5.0 BID PRICING**

We further declare that the prices stated in our proposal are in accordance with your terms & conditions in the bidding document.

**6.0 QUALIFYING DATA**

We confirm having submitted in qualifying data as required by you in your bid document. In case you require any further information/documentary proof in this regard before evaluation of our bid, we agree to furnish the same in time to your satisfaction.

**7.0 CONTRACT PERFORMANCE SECURITY**

We hereby declare that in case the contract is awarded to us, we shall submit the performance Guarantee Bond in the form of Bank Guarantee as per terms of bid document.

7.1 We hereby declare that our proposal is made in good faith, without collusion or fraud and the information contained in the proposal is true and correct to the best of our knowledge & belief.

7.2 Bid submitted by us is properly sealed and prepared so as to prevent any subsequent alteration and replacement.

7.3 We understand that you are not bound to accept the lowest or any bid you may receive.

Thanking you,

Yours faithfully,

(Signature)

Date:

Name:

Place:

Designation:

Business Address:

Seal

**ANNEXURE 'D'**

**PARTICULARS OF BIDDER & MANUFACTURER**

BIDDER'S PARTICULARS FOR BID NO. \_\_\_\_\_

1. Name of the Bidder \_\_\_\_\_
2. Address of the Bidder \_\_\_\_\_
3. Year of Establishment \_\_\_\_\_
4. Annual turnover of the firm for the last 3 successive years. \_\_\_\_\_
5. Name of the Dept./Institution's where Installation of hardware/Networking has already been done \_\_\_\_\_
6. Service facilities available for maintenance \_\_\_\_\_
7. Availability of spare parts, components \_\_\_\_\_
8. Bidder's proposal number & date \_\_\_\_\_
9. Name & address of the office to which all references shall be made regarding this bid  
\_\_\_\_\_ Telephone & Fax No. \_\_\_\_\_

As of the date the information furnished in all parts of this form is accurate and true to the best of my knowledge.

**Witness:**

<b>Signature</b> _____	<b>Signature</b> _____
<b>Name</b> _____	<b>Name</b> _____
<b>Designation</b> _____	<b>Designation</b> _____
<b>Address</b> _____	<b>Address</b> _____
_____	_____
<b>Company</b> _____	<b>Company</b> _____
<b>Date</b> _____	<b>Date</b> _____

**Company Seal**

**(With name & designation of the person signing the bid)**

**ANNEXURE 'E'**

**PRE-QUALIFICATION CHECKLIST & ORDER IN WHICH DOCUMENTS ARE SUBMITTED**

Name of bidder: \_\_\_\_\_

S.No	Requirement	Compliance (Yes/No)	Page No
1	Bid Proposal sheet duly filled in, signed and complete in all respects.		
2	Qualifying data duly filled in as per relevant Performa provided in the bid proposal that the Bidder is eligible to bid and is qualified to perform the contract, if its bid is accepted.		
3	Power of attorney in the name of the person(s) authorized by the bidder to sign bid documents.		
4	The Bidder must submit Earnest Money Deposit (EMD) of Rs. 1 Lac (Rupees One Lac only) through online mode only, failing to which the bid will be rejected.		
5	The Bidder must submit Tender Cost of Rs. five hundred (non-refundable) through online mode only, failing to which the bid will be rejected.		
6	Bidder should be registered either under Companies Act, 1956 or registered under Limited Liability Partnerships (LLP) Act, 2008		
7	Registered with the Service Tax Authorities		
8	Certifications The Bidder should be ISO 9000/9001:2008 certified.		
9	Should have been operating profitably for the last two financial years as on 31st March 2016		
10	The bidder must have an average annual turnover of Rs. 2 Crores and positive networth over last 3 years as on 31/03/2016 from IT Hardware supply, installation and Maintenance Services		
11	The average turnover of OEM of quoted products – Computers, UPS, Printer must be Rs. 250 crore, Rs.10 crore, Rs. 50 crore respectively in last three years as on 31/03/2016. In case of shared computing, OEM should have sold more than 1 Lakh devices in last three years as on 31/03/2016.		

12	The Bidder must have executed at least two similar projects worth Rupees 15 lac each for hardware supply and Maintenance support in Govt. Sector/ PSUs/ Banks in the last three years.		
13	The Bidder must have minimum 5 employees on its rolls.		
14	The Bidder shall not be under a declaration of ineligibility for corrupt or fraudulent practices. And should not be blacklisted by any State Govt./ Central Govt./ PSU for any reason.		
15	The Bidder should have a fully functional office in Punjab. If not, the selected bidder shall open its office within one month from the award of contract.		
16	The Bidder must have valid PAN issued by Income Tax Authorities, India.		
17	The bidder should have a registered number of VAT/Sales Tax/CST registrations Service Tax Registration /VAT Income Tax / PAN number.		
18	The Bidder should have a centralized toll free call centre for after sales support. If toll free number facility does not exist, the bidder will arrange the facility before supply of equipment.		
19	The bidder would indicate make & model of the equipment and the components.		
20	Technical Brochures of the product quoted and current certifications asked for in the detailed technical specifications should be enclosed.		
21	The bidder must attach compliance report & Technical specifications for all hardware items.		
22	The bidder must submit MAF certificate from the principal hardware company with a undertaking regarding validity product life of 4 years.		
23	The OEM Manufacturer must have equipment manufacturing facility in India with ISO 9001:2008 for Personal Computers and ISO 14001 certifications for UPS. OEM Manufacturer of Shared Computers must have ISO 9001:2008 certificate.		
24	The Bidder/ OEM should be an OEM partner for the product being quoted.		
25	The Bidder shall give a certificate regarding the use of quality components for IT Resources as per Annexure 'I'.		

**ANNEXURE 'G'**  
**PRICE SCHEDULE**

Sr. No.	Item Description	Total Qty	Unit cost	Taxes/Duties (if any)	Total cost on (inclusive of all taxes)
		<b>A</b>	<b>B</b>	<b>C</b>	<b>D=A*(B+C)</b>
1.	Desktop cum Server Computer	67			
2.	Shared cum Client Computer	268			
3.	Laser Printer (LPs)	67			
4.	1 KVA Online UPS 60 minutes battery backup	67			
5.	Operating System License - Windows Multi point server 2012 or higher Academic Edition with necessary device with upgrade for 5 years.	67			
6.	Window Multi point CAL 2012 with upgrade for 5 years.	268			
7.	Ms Office Academic Edition latest with upgrade for 5 years.	335			
8.	Cost of Mandotary Battery replacement per UPS	67			
<b>Total Cost</b>					

Note :

- Total cost quoted above is an all-inclusive figure i.e. out-of pocket, Installation & commissioning, expenses, traveling, boarding, lodging and other operating cost etc.
- No cost other than quoted above shall be claimed separately.
- Commercial scoring shall be done on Final Total Commercial bid value
- No cost other than quoted above shall be claimed separately.
- The necessary payment adjustment shall be done on unit rate & pro-rata basis.
- The quantities mentioned above may be changed upto +/- 20%.
- Price bid will be evaluated on total commercial bid value for selecting L1 bidder.
- Arithmetical errors will be rectified on the following basis: "If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail".



9. If there is discrepancy between the unit price and the total price, which is obtained by multiplying the unit price with quantity, the unit price shall prevail and the total price shall be corrected unless it is a lower figure. If the bidder doesn't accept the correction of error its bid will be rejected
10. If there is discrepancy in the unit price quoted in figures and word, the unit price, in figure or in words as the case may which corresponds to the total bid price shall be taken as correct.

**(Signature)/Seal**

**ANNEXURE 'H'**  
***Affidavit of Self Declaration***

**AFFIDAVIT**

I (Name of the official.....) (Designation.....) hereby declare that my company has not been blacklisted by any Government / Semi Government organizations. I further certify that I am competent authority in my company has authorized me to make this declaration.

That in the event of any decrease in the quoted rates, we undertake to reduce rates correspondingly from the date the rates have been reduced.

I affirm that the Circle Education Officer, Patiala Division Nabha at liberty to take action against me/ the company represented by me, if any information submitted by me as required in RFP document proves to be wrong at any point of time.

**Deponent**

**Verification:**

I, the above named deponent do hereby verify, that the contents of the above affidavit are true and correct to the best of my knowledge and belief, no part of it is false.

**Deponent**

**ANNEXURE 'I'**

**CERTIFICATE**

**Use of new, genuine and quality components for IT Resources**

This has reference to IT Resources namely Servers, Desktop computers, UPS systems, Printers and networking components being quoted / to be supplied by your company against the tender no. 2016-17/etender/CAL/\_\_\_\_\_circle/1 dated \_\_\_\_\_.

We hereby undertake that all the components / parts/ assembly/ softwares such as Hard disk, CPU, Motherboard, Monitors, Memory, power components, networking components, printer head etc. to be used in the above mentioned IT Resources shall be original, new, genuine and as per the said technical specifications from respective OEM(s) of the quoted products. It is also certified that no refurbished/ duplicate/ second-hand components/ parts/assembly/ software are being used or shall be used.

We also undertake that an authorized license certificate (e.g. Product Keys on Certification of Authenticity) shall be supplied in case of Server computers & Desktop Computers and further that it shall be sourced from its Principal Company.

We shall also submit a certificate from the OEM supplier in support of above undertaking at the time of delivery. It will be our responsibility to produce such letters from our OEM supplier's within a reasonable time.

In case we are found not complying with above indicated undertaking at the time of delivery or during installation, we allow the **Circle Education Officer (CEO)** to take appropriate action (e.g. Forfeiture of Bank Guarantee/ EMD / balance amount).

**Authorized Signatory**

**ANNEXURE 'J'**

**Make & Model Sheet**

<b>S.No</b>	<b>Item Name</b>	<b>Make</b>	<b>Model</b>

**ANNEXURE 'K'**

**Service Level Agreement & Penalty**

**(a) Penalty for failure of equipment(s) except for unforeseen circumstances:**

Penalties as per the following table shall be imposed in case of breakdown of infrastructure namely Computer system (used as Server), Desktop (CPU, monitor, System Software, keyboard, mouse) or n-computing card, UPS or Stabilizer or Laser Printer or network switch, installed in any of the ICT Labs under the two categories from the date of lodging of a complaint:

No. of working days	Penalty amount for Critical Equipment (*)	No. of working days	Penalty amount for Non-Critical Equipment (**)
Up to 2 days	No penalty	Up to 3 days	No penalty
03-07	@ Rs. 350/- per day	04-08	@ Rs. 250/- per day
08-15	@ Rs. 700/- per day	09-16	@ Rs. 500/- per day
15-25	@ Rs. 1400/- per day	17-25	@ Rs. 750/- per day

**(\*) Critical Equipment**

ALL items related to: - Computer system (used as Server), shared computing card, UPS including batteries.

**(\*\*) Non-Critical Equipment**

ALL items related to: - Desktop Computer system, Printer, LAN.

**Working Hours (subject to change, if any):**

\* Summer- 8 am to 2 pm

\* Winter – 9 am to 3.20 pm

(\* School timings may vary as per the order of Education department)

**NOTE:** -The Service Provider will rectify the faults within above specified period failing which the service provider will arrange temporary replacements in next 24 clock hours. However, the call will be closed in web portal only after the installation of new actual/new parts as per agreement. If Service provider fails to make temporary replacement in 24 clock hours the penalty (shown in above table) amounts will be doubled.

After 25 working days, if the rectification does not take place, the Principal of the concerned School where ICT Lab is situated, Designated Officer from Education Department will check & verify the faulty component/ equipment/ hardware and; concerned Principal in consultation with Designated Officer from Education Department will purchase the component/ equipment/hardware of same or higher specifications & same brand preferably from open market on market rates. The product so purchased should be compatible with the existing hardware/software.

The Principal of the concerned ICT Labs will submit request to the CEO for release of amount for the purchase of faulty component/equipment/hardware through concerned official of the department. The penalty imposed and amount utilized for purchase of faulty component/equipment/hardware will be deducted from the payment due towards the THSP. If the rectification does not take place upto 25 working days of the items mentioned from the lodging of complaint and if such situation occurs in 25% or labs, then the contract shall be terminated at the risk and cost of the bidder.

**ANNEXURE 'L'**

**Power of Attorney**

To,

**Circle Education Officer  
Patiala Division, Nabha,  
Patiala**

I / We {Name/ Designation} hereby declare/ certify that {Name/ Designation} is hereby authorized to sign relevant documents on behalf of the company/ firm in dealing with Tender/ NIT reference No. \_\_\_\_\_ dated \_\_\_\_\_. He/She is also the one authorized to attend meetings & submit technical & commercial information/clarifications as may be required by you in the course of processing the Bid. For the purpose of validation, his/ her verified signatures are as under.

Thanking you,

Name of the Bidder: -

Verified Signature:

Authorised Signatory:

Seal of the Organization:

Date