

BID NO: 2015-16/CAL/133schools/retender/1

Punjab ICT Education Society (PICTES)

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 133 Government Schools across the State of Punjab*

PUNJAB ICT EDUCATION SOCIETY
O/o Director General School Education

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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 “PICTES” means Punjab ICT Education Society.
- “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 PICTES 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: 2015-16/CAL/133schools/retender/1
2.	Start date & time of sale of tender (Only available in downloadable form at website mentioned)	19 th January 2015 at 1500hrs onwards
3.	Last Date and Time for submission of Queries	21 st January 2015 till 1600 hrs
4.	Date and Time for Pre-Bid Meeting	22 nd January 2015 at 1100 hrs
5.	Last date & time of sale of tender	3 rd February 2015 till 1500hrs
6.	Last date and time for submission of bids	3 rd February 2015 till 1700hrs
7.	Date and time of opening of Pre-Qualification	4 th February 2015 at 1100hrs
8.	Date and time of opening of Technical bids	To be intimated later
9.	Date of Opening of Commercial bids	To be intimated later
10.	Address for Communication	PUNJAB ICT EDUCATION SOCIETY, O/o Director General School Education, 5th Floor, VidyaBhawan, E-Block Phase-8, S.A.S. Nagar (Mohali) Contact No. – 0172-5212328, 5212311 Email: hoicttech@gmail.com
11.	Location of tender document	Tender document can be downloaded from the website www.etender.punjabgovt.gov.in
12.	Cost of RFP document & Mode of Payment	Rs.5,000/- (Rs. Five Thousand Only) through online mode.
13.	Earnest Money Deposit (EMD) through online mode	Rs.4,00,000/- (Rs. Four Lakh Only)
14.	Contact details	Email: hoicttech@gmail.com

15.	Website for RFP Reference	etender.punjabgovt.gov.in and www.ssapunjab.org
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For participating in the above e-tendering process, the Vendors shall have to get themselves registered with 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. They have to pay non-refundable fee of **Rs.5000/- (Five Thousand 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 6th to class 12th.

- 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

Punjab ICT Education Society intends to establish Computer Labs in 133 schools in various rural and urban locations in Punjab 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 133 selected Government schools.**

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

Sr. No.	Item Description	Quantity per school	Total Quantity
a.	Desktop cum Server Computer	1	133
b.	Shared cum Client Computers	4	532
c.	Laser Printers (LPs)	1	133
d.	1 KVA Online UPS 60 minutes battery backup	1	133
e.	Ethernet Switch	1	133
f.	Networking includes - I/O switch installtion, 4U Rack, Patch Cord 1m or 2m (as per requirement), Cable Manager, and Patch Pannel. Proper Networking is required in computer lab	1	133

- 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 June 2018
- 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 three (3) Years.

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. 4,00,000/- (Rs. Four 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 PICTES reserves the right to reject or accept or withdraw the tender in full or part without assigning any reasons thereof and revising quantity as per requirement of department. No dispute of any kind can be raised against the rights of PICTES 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 PICTES may, at its own discretion, extend the date for submission of bids. In such a case all rights and obligations of the PICTES 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 PICTES. The bidder's participation in this process may result in PICTES selecting the bidder to engage towards execution of the contract.
- 5.0.9 PICTES 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 PICTES 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, PICTES 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, PICTES 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

The PICTES 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

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 PICTES 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 PICTES.

10.0. CLARIFICATION AND AMENDMENTS OF BID DOCUMENT.

10.0.1 At any time up to the last date for receipt of bids, PICTES 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. COST OF TENDER DOCUMENT:-

The Bidder shall bear all costs associated with the preparation and submission of its Bid, including cost of presentation for the purposes of clarification of the bid, if so desired by the Client and Client will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the Bidding process.

12.0. EARNEST MONEY DEPOSIT (EMD)

12.0.1 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.

12.0.2 The EMD shall be in Indian Rupees and shall be submitted online.

12.0.3 EMD of all unsuccessful bidders would be released by PICTES 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.

12.0.4 The EMD amount is interest free and will be refundable to the unsuccessful bidders without any accrued interest on it.

12.0.5 The EMD lying with the PICTES 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.

12.0.6 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.

13.0. PREPARATION OF BID

The Bidder must comply with the following instructions during preparation of Bid:

13.0.1 The Bidder is expected & deemed to have carefully examined all the instructions, guidelines, forms, requirements, appendices and other information along with all terms and condition and other formats of the bid. Failure to furnish all the necessary information as required by the bid or submission of a proposal not substantially responsive to all the requirements of the bid shall be at Bidder's own risk and may be liable for rejection.

13.0.2 The Bid and all associated correspondence shall be written in English and shall conform to prescribed formats. If any supporting documents submitted are in any language other than English, translation of the same in English language is to be duly attested by the Bidders. Any interlineations, erasures or over writings shall be valid only if they are authenticated by the authorized person signing the Bid.

13.0.3 The bid shall be signed by the bidder or duly authorized person(s) to bind the bidder to the contract. The authorization shall be indicated by written power of attorney/Board resolution and shall accompany the Bid.

13.0.4 No bidder shall be allowed to modify, substitute, or withdraw the Bid after its submission.

13.0.5 The bidder shall be responsible for all costs incurred in connection with participation in the Bid process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of bid, in providing any additional information required by PICTES to facilitate the evaluation process, in negotiating a definitive THSP and all such activities related to the bid process. PICTES will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

13.0.6 Every page of the documents submitted by the bidder must be duly signed by the authorized signatory of the bidder along with the Organization seal.

13.0.7 Bid document must contain an Index Page and each page of the bid document must be serially numbered and in accordance with the index page. The page-numbering pattern should have "Serial Number/Total Number of the Bid Document e.g. 1/100)". No page should be left without page number and signature.

13.0.8 Failure to comply with the below requirements shall lead to the Bid Rejection:-

- Comply with all requirements as set out within this tender.
- Submit the forms and other particulars as specified in this tender and respond to each element in the order as set out in this tender.
- Include all supporting documentations specified in this tender, corrigendum or any addendum issued.

14.0. DISQUALIFICATIONS

PICTES may at its sole discretion and at any time during the evaluation of Bid, disqualify any Bidder, if the Bidder has:

14.0.1 Made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements;

14.0.2 Exhibited a record of poor performance such as abandoning works, not properly completing the contractual obligations, inordinately delaying completion or financial failures, etc. in any project in the preceding three years;

14.0.3 Submitted a bid that is not accompanied by required documentation or is non-responsive;

14.0.4 Failed to provide clarifications related thereto, when sought;

14.0.5 Submitted more than one Bid (directly/in-directly);

14.0.6 Declared ineligible by the Government of India, any State/UT Government for corrupt and fraudulent practices or blacklisted.

14.0.7 Submitted a bid with price adjustment/variation provision.

14.0.8 Not submitted in the format as specified in the Tender Document.

14.0.9 Not submitted the Letter of Authorization (Power of Attorney/Board Resolution)

14.0.10 Suppressed any details related to bid

14.0.11 Submitted incomplete information, subjective, conditional offers and partial Offers submitted.

14.0.12 Submitted bid with lesser validity period.

14.0.13 Any non-adherence/ non-compliance to applicable Tender Document content.

15.0. PROCEDURE FOR SUBMISSION OF BIDS

15.0.1 Bids are to be submitted online and in three parts:

- a) Pre-qualification Bid.s
- b) Technical Bid.
- c) Commercial Bid.

15.0.2 The Bidder shall have to qualify the pre-qualification Bid.

15.0.3 Pre-Qualification Bids will be opened on the prescribed date and time.

15.0.4 Technical Bids of only those Bidders will be opened who qualify the Pre-Qualification round after the initial processing of pre-qualification bid on the same day or at a date and time to be notified on the same day.

15.0.5 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.

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

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

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

16.0. DOCUMENT COMPRISING BIDS:-

16.0.1 PRE-QUALIFICATION 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 (if any) in the name of the person(s) authorized by the bidder to sign bid documents.	Attach copy
4	The Bidder must submit Earnest Money Deposit (EMD) of Rs. 4 Lac (Rupees Four 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. 5 Thousand (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

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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 31st March 2015	certificate from the practising fellow member of Institute of Chartered Accountant of India (FCA)
10	The bidder must have an average annual turnover of Rs. 5 Crores and positive networth over last 3 years as on 31/03/2015 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 31/03/2015. In case of shared computing, OEM should have sold more than 2 Lakh devices in last three years as on 31/03/2015.	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 One Crore 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 50 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 Chandigarh/Mohali. If not, the selected bidder shall open its office within one month from the award of contract.	Copy of Utility bill/rent agreement/registration certificate/ any statutory certificate mentioning the address like VAT/service tax certificates etc.
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 toll free call centre for after sales support. If toll free number facility is not existing, the bidder will arrange the facility before supply of equipment.	Attach proof.
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16.0.2 Technical Bid:-

S.No	Requirement	Document required
1.	The bidder would indicate make & model of the equipment and the components.	Annexure 'J' on bidder letter head duly signed by authorized signatory
2.	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.
3.	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
4.	Bidder must submit papers on detailed strategy, methodology and time schedules for supply, installation and maintenance of hardware and software products during the warranty period of three years. Details & proof of Service facilities for Technical Support on Services, Maintenance & Availability of Hardware components be attached	Attach all papers & Proof.
5	The bidder must submit MAF certificate from the principal hardware company with a undertaking regardng validity product life of 4 years.	Attach MAF for all hardware items.
6	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.
7	The Bidder/ OEM should be an OEM partner for the product being quoted.	Attach proof.
	The Bidder shall give a certificate regarding the use of quality components for IT Resources as per Annexure 'I'.	Attach duly signed Annexure 'H'.

16.0.3 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. PICTES 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.

17.0. BID OPENING

17.0.1 The Bids submitted will be opened at time & date as specified in the document control sheet by Committee or any other officer authorized by Committee, in the presence of Bidders or their representatives who may be present at the time of opening.

17.0.2 The representatives of the bidders are advised to carry the identity card or a letter of authority from the bidders to as a proof of their identify for attending the bid opening.

18.0. BID EVALUATION:-

Evaluation Committee may, at its discretion, call for additional information from the bidder(s) through email/fax/telephone/meeting or any other mode of communication. Such information has to be supplied within the set out time frame as provided by Evaluation Committee, otherwise Evaluation Committee shall make its own reasonable assumptions at the total risk and cost of the bidders and the bid is liable to be rejected. Seeking clarifications cannot be treated as acceptance of the bid for verification of information submitted by the bidders; the committee may visit bidder's offices at its own cost. The bidders shall provide all the necessary documents, samples and reference information as desired by the committee. The bidders shall also assist the committee in getting relevant information from the bidders' references

19.0. SIGNING OF CONTRACT

The successful bidder(s) will sign the Contract with PICTES within 15 working days of the release of notification/Letter of Intent and submission of PBG. 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. PICTES & SERVICE PROVIDER).

20.0. PERFORMANCE BANK GUARANTEE (PBG)

20.0.1 The successful bidder will furnish Performance Bank Guarantee within 15 working days from the notification of award, for a value equivalent to 10% of the total cost of contract.

20.0.2 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.

20.0.3 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 PICTES at its discretion, may cancel the award of contract to the successful bidder without giving any notice.

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

20.0.5 PICTES 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 PICTES in this regard shall be final.

21.0. FRAUD AND CORRUPTION

21.0.1 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.

21.0.2 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 PICTES 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 PICTES 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.

21.0.3 PICTES 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.

21.0.4 PICTES 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**.

22.0. OTHER TERMS AND CONDITIONS

22.0.1 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.

22.0.2 The THSP shall be responsible for managing the activities of his personnel, and shall hold itself responsible for any misdemeanors.

22.0.3 The bidder shall not sub-contract any part of the contract without written permission of the client.

23.0. DELAY IN THE BIDDER’S PERFORMANCE & PENALTY:

An unexcused delay by Turnkey Hardware Service Provider (THSP) in the performance of its O&M obligations shall render him liable to any or all of the following penalties:-

- To be calculated as per the Service Level Agreement (SLA), attached as **Annexure ‘K’**.
- Forfeiture of earnest money/ bank guarantee.
- Hiding of facts, misrepresentation, corrupt practices by the Bidder if revealed at any stage, would amount to forfeiture of EMD/ bank guarantee and subsequently the firm may also be blacklisted.

24.0. STANDARD OF PERFORMANCE

24.0.1 Turnkey Hardware Service Provider (THSP) shall carry out the O&M services under the contract with due diligence, efficiency in accordance with generally accepted norms techniques and practices used in the industry.

24.0.2 The client may carry out benchmarking of sample equipments to be provided by the short listed THSP before and / or immediately after the delivery of equipment or at any time during the contract period.

24.0.3 It shall employ appropriate advanced technology and safe and effective

equipment, machinery, material and methods. Turnkey Hardware Service Provider (THSP) shall always act in respect of any matter relating to this contract, as faithful advisors to the client and shall, at all times, support and safeguard the clients legitimate interests in any dealings with the third party.

25.0. TERMS AND CONDITIONS OF PERFORMANCE.

- 25.0.1 Bidder shall be responsible for comprehensive & on-site operation & maintenance of all equipments supplied under the contract, for a period of 3 years.
- 25.0.2 THSP must provide maintenance services from reasonable distance from Government School.
- 25.0.3 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.
- 25.0.4 If any equipment/partis damaged for any reason during the contract period, the THSP is liable to replace the same with the same or higher configuration 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.
- 25.0.5 Replacement of parts / component beyond repair with parts/components of same or better configuration ensuring compatibility. Replacement of defective parts with sub standard or refurbished parts will not be allowed.
- 25.0.6 THSP must maintain the equipment for smooth operations as per theservice level agreement (SLA), attached as per annexure 'K'.
- 25.0.7 The services shall be provided Mondays to Saturdays on working hours of the Government Schools.
- 25.0.8 THSP will be responsible for onsite comprehensive maintenance/ support during 3-year contractperiod.On-site comprehensive maintenance will include whole of the infrastructure viz. Hardware, UPS, system software, and networking (excluding nothing) etc. during 3-year contract period.
- 25.0.9 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.
- 25.0.10 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.
- 25.0.11 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.

- 25.0.12 Client at his own cost can move the equipment from one location to another with the help of THSP.
- 25.0.13 THSP should provide the details of support centres, engineers and other relevant of service facilities to the users at various levels.
- 25.0.14 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.
- 25.0.15 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.
- 25.0.16 THSP shall arrange all infrastructure/additional equipment in order to provide any service under the contract.
- 25.0.17 THSP will not remove the equipment without the written permission of the Principal or Headmaster of the School.
- 25.0.18 The Selected Bidder shall be required to maintain a school engineer minimum ratio of 45:1 to achieve the SLA. All deployed personnel should have valid Employee code and good skills in their area of service delivery.
- 25.0.19 Bidder shall transfer the benefit of any standard warranty of any equipment to the department.
- 25.0.20 The Selected bidder will provide one day training to all teachers in each school regarding use of I.T equipments in teaching.

26.0. HELPDESK

The THSP will setup a helpdesk having Toll free number or 2 landline phone to log calls at their office. PICTES will provide a web portal having all functionalities like call logging, call close, all type of reports, calculation of penalty etc.

27.0. USE OF CONTRACT DOCUMENTS AND INFORMATION

- 27.0.1 The THSP shall not, without the client's prior written consent, disclose the contract or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of client in connection therewith to any person other than a person employed by the THSP 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.
- 27.0.2 The THSP shall not use any document or information without the Client's prior written consent.
- 27.0.3 Any document other than the contract itself shall remain the property of the client and shall be returned (in all copies) to the client on completion of the THSP's performance under the contract if so required by the client.

28.0. DELIVERY & INSTALLATION PERIOD

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

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

28.0.3 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. The Supplier to submit insurance certificate along with delivery documents.
- v. Any other requisite documents required to meet the order obligation

29.0. PENALTY:

All below penalties shall be levied on the selected Bidder for any failure happened 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 vendor 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.

29.0.1 Installation:In the event of delay in the supply and installation, specified above, the bidder shall be liable to pay a penalty @ Rs. 2% of value of delayed item per week or part thereof for the delay at the respective location/site, For the purpose of this clause, part of a week shall be considered to be a full week. The delivery period should be adhered to as will be mentioned in the Award of Contract. The supply shall actually be deemed to have been completed on the actual date of entire installation of all equipment/ items.

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

30.0. SCHEDULE OF PAYMENT

The payment terms shall be as per follows:

- A. Payment will be released to the bidder on successful delivery, installation & commissioning of all items at all the locations. The successful bidder will get the three (3) copies of installation 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 PICTES head office. Turnkey Hardware & Service Provider shall inform in writing about complete installation and commissioning. However, 20% of the total value of the contract will be deducted as security which will be released as under:-
- 20% of the Security will be released in six equal half yearly instalments after deducting any penalty during the three (3) years on the basis of THSP performance. The first six monthly installments would be due after six months on successful delivery, installation & commissioning of all items at all the locations and final acceptance given by the PICTES.
- B. 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.
- C. Bills submitted by THSP should be from State of Punjab only.

31.0. TAXES AND DUTIES

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

32.0. INSURANCE

The installed equipment under the contract shall be fully insured throughout the contract period of three (3) 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 4 weeks after the receipt of FIR copy. After this penalty will be imposed as per SLA.

PICTES 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.

33.0. LIQUIDATED DAMAGES

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 total contract value 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 15% of the value of the delayed deliverable.

34.0. LIMITATION OF LIABILITY

Notwithstanding anything contained herein, the THSP shall not be liable for any indirect damages such as in the nature of loss of profit or loss of revenue and liability towards direct damages arising direct on account of the cat of omission or commission on the part of THSP shall not exceed the contract value in this agreement.

35.0. TERMINATION FOR DEFAULT

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.
- Penalty for non-achievement of Service Level requirement Reaches upto 15 % of six monthly payments in successivethree payments.
- 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.

36.0. TERMINATION FOR INSOLVENCY

The client may at any time terminate the contract by giving written notice to the vendor without compensation to the vendor, 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.

37.0. NO CLAIM CERTIFICATE

The Bidder shall not be entitled to make any claim, whatsoever, against the client under or by virtue of or arising out of this contract nor shall the client entertain or consider any such claim, if made by the vendor after he shall have signed a “no claim” certificate in favour of the client in such forms as shall be required by the client after the works are finally accepted.

38.0. SUSPENSION

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.

39.0. THSP’S SERVICE SUPPORT PERSONNEL

The THSP shall employ and deploy qualified and experienced service support personnel as per the requirements of O&M support to provide quality services under the contract.

40.0. THSP PROJECT MANAGER

The THSP shall ensure that all the times during the contract period, dedicated project Manager, acceptable to the client, shall take charge of the performance of the contract.

41.0. DOCUMENTS PREPARED BY THE THSP TO BE THE PROPERTY OF THE CLIENT

All plans, drawings, specifications, designs and other documents prepared by the THSP in the execution of the contract shall become and remain the property of the client, and before termination or expiration of this contract, the THSP shall deliver all such documents to the client under the contract along with the detailed inventory thereof.

42.0. CONFIDENTIALITY

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.

43.0. FORCE MAJEURE

43.0.1 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, its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.

43.0.2 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.

43.0.3 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.

44.0. GOVERNING LANGUAGE:

The contract shall be written in the language of the bid, as specified by the client, in the instructions to the tenders that language version of the contract shall govern its interpretation. All correspondence and other documents pertaining to the contract, which the parties exchange, shall be written in the same language.

45.0. CONTRACT PERIOD

The total final contract period shall be for three (3) years from the time of final acceptance given by PICTES after successful installation of hardware. Final acceptance will be given within 20 days after inspection of hardware.

46.0. RESOLUTION OF DISPUTES:

A steering group shall be formed comprising of authorized representative of Director General School Education and the THSP. The group shall tackle the implementation related, operational issues, and any frontline disputes. The THSP and Director General School Education 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 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 Principal Secretary, School Education, Govt. of Punjab/Director General School Education and the authorized representative of the THSP.
- c. Director General School Education 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.

47.0. PRICE FALL:

47.0.1 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.

47.0.2 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.

48.0. 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 133 Government schools may be collected from PICTES headoffice.

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.	Network Switch	1
4.	Online UPS 1 KVA	1
5.	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	Latest Generation Intel Core i7 or higher
Motherboard	Compatible to the above qualifying processor
Bus Architecture	Integrated Graphics, 1 PCI Express x 1
Memory	16 GB 1600 MHz or higher DDR3 RAM upgradable to 32 GB
Hard disk drive	1 TB 7200rpm serial ATA HDD(Seagate/samsun/hitachi/Maxtor/OEM/Western digital/Same brand as PC)
Monitor	18.5" 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 Serial Port, 1 Parallel port, 1 PS/2 Keyboard and 1 PS2 Mouse Port, audio ports for microphone and headphone in front
Cabinet	Mini Tower
DMI/Certifications	DMI 2.0 Compliance and Support and UL listed, ERTL /Green peace certified.
DVD Drive	16 X Internal DVD writer(LG or Samsun or OEM)
Networking Facility	10/100/1000 on board integrated Network Port
Power	250 W or higher SMPS.
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 3 years License
Operating System	Operating System would be procured by Education Department separately and would be supplied to each school directly. The tenderer would be responsible to install and maintain this operating system on the desktops at no extra cost in all schools during the entire project period.
Speaker	Head phone with Mike (samsung/sony/same brand of PC)

2. Shared cum Client Computer

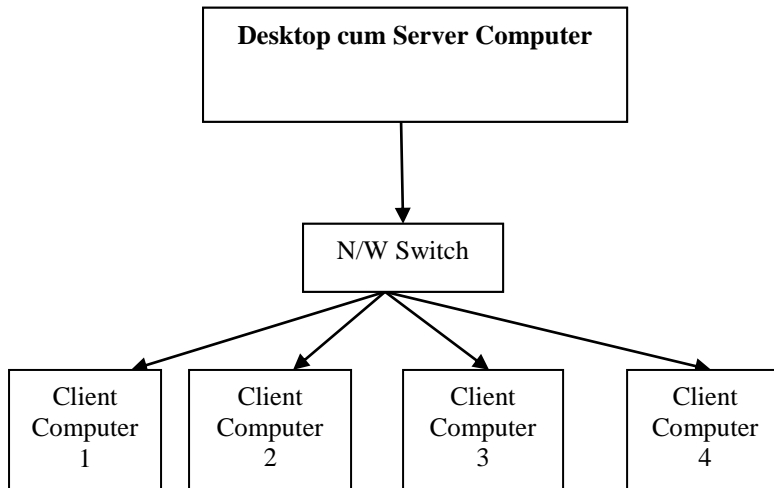
Item	Technical Specification for Shared Computing Device
Access Device	Access Terminal: Allow (1+4) users, & Should support up to 100 users or more to share a single host PC / Server via a shared Computing Virtualisation Solution with quality multimedia experience. This includes Shared Computing access device & Virtualization software, with Speaker & MIC Output, USB port for Key Board & mouse. Monitor output, RJ 45 LAN. Each access device should be standalone equipment and not integrated with any peripherals like keyboard, mouse, monitor etc. device must have text-messaging feature inbuilt.
Power consumption	Power consumption of each access device should not exceed more than 5-10 watts.
Following O/s and other software to be Supported	Windows 7 64 Bit, /Windows Server 2008 R2 & 2012, Windows Multipoint Server 2011, 2012) or Latest and Linux operating system. Office Suite (MS), Internet and other software's viz.,
Device Management	Auto login, Kiosk Mode , Device password Security Firmware update / Upgrade TEXT messaging Remote view Administration, Device Security. <ul style="list-style-type: none"> • Device should have the following feature like, High-availability login, Express deployment tools, etc. including Central management console. • Device should be in solid-state design. No moving parts, no fans, no local user storage. Firmware (no local user OS), No local data storage on device. USB data access controlled by user or device policy. Should have reach PC experience and Quality Multimedia output. • Device should have reliability (MTBF) minimum 100,000 hours or above.
Peripheral Ports	USB Mouse & Keyboard Port, Speaker I/O Jack one free USB port 2.0, VGA Monitor Port RJ-45 Connection Port
Connectivity Type	Standard Category 5e / 6 UTP supported using Local Area Network.
Audio	12 bit -stereo input/output via speaker port
Video	Video Resolution should support 1920X1080 or Higher,
Monitor	18.5" 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)
CAT6 Patch Cord	Direct UTP Cable, using Factory Crimped with RJ-45 jacks.
OEM	OEM of Shared computing technology must have an experience of supply & install of shared computing technology in minimum of 2000 Government schools in

	India for last 3 years. Bidder to provide valid reference document as a proof.
Certifications	ISO 9001, FCC Class B, MIC, RoHS Compliant

3. Ethernet Switch

Port	8 10/100 Fast Ethernet LAN port with auto-sensing feature
Features/Performance	Switching Fabric: 1.6 Gbps or higher Packet filtering/forwarding rate: 14,880 pps or higher per port; Fast Ethernet 148,800 pps or higher per port; MAC address table size: 2K entries per device or higher; Transmission methods:- store-and-forward; RAM buffer: 95Kb per device or higher; Protocol: CSMA/CD
Standards	IEEE 802.3, IEEE 802.3u, ANSI/IEEE 802.3, NWay auto negotiation, IEEE 802.3x flow control and compliance with IEEE 802.3az EEE power saving
Certifications	FCC, CE, RoHS, cUL/UL
Network Rack	Wall mounting provision Rack should be of sufficient depth to house the equipment offered with all doors closed and shall have Top and bottom cover with cable entry

NETWORKING DIAGRAM:-



4. LASER PRINTER:-

Print speed	22 ppm (A4) or higher
First-Page-Out	As fast as 8 sec
Resolution	1200 dpi effective output
Duty Cycle	Up to 8000 pages
Processor	OEM Integrated Processor
Std	8 MB
Input	1 sheet priority feed slot,; 250-sheet input tray
Output	100 Sheet Face down
Duplex	In-built (driver support provided)
Sizes	A4, Letter,A5,A6,B5,B6
Paper Weights (g/m ²)	60 to 163 g/m ²
Types	All Laser Supported Paper Based media
Power Consumption	active: 450 watts ; standby: 1.4 watts;
Languages	Host-based printing/UFR Supported printing
Interfaces	Hi-Speed USB 2.0 port & Ethernet 10/100

5. 1 KVA online UPS

<ul style="list-style-type: none"> Manufacturer 	<ul style="list-style-type: none"> ISO 9001 & ISO 14001 Certified RoHS Complaint
<ul style="list-style-type: none"> TECHNOLOGY 	<ul style="list-style-type: none"> IGBT based PWM Technology Microprocessor Controlled Double Conversion True On-line UPS
Overall Efficiency (AC-AC)	≥up to 90%
INPUT	
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
OUTPUT	
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)

Punjab ICT Education Society (PICTES)

RFP for IT infrastructure for Government Schools under CAL scheme

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 port for software interface
Certifications	For Safety & EMC as per international standards
Others	Cold start (without batteries) Automatic fan speed control (as load varies)

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:

Punjab ICT Education Society (PICTES)
5th Floor, Block- E, Vidhya Bhawan, Phase-8,
Mohali

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 180 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 where AMC 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 officeto which all references shallbe 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:

Signature _____	Signature _____
Name _____	Name _____
Designation _____	Designation _____
Address _____	Address _____
_____	_____
Company _____	Company _____
Date _____	Date _____

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. (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 (if any) 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. 4 Lac (Rupees Four Lac only) through online mode only, failing to which the bid will be rejected.		
5	The Bidder must submit Tender Cost of Rs. 5 Thousand (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 of 31st March2015.		
10	The bidder must have an average annual turnover of Rs. 5 Crores and positive networth over last 3 years as on 31/03/2015 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 31/03/2015. In case of shared computing, OEM should have sold more than 2 Lakh devices in last three years as on 31/03/2015.		

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12	The Bidder must have executed at least two similar projects worth Rupees One Crore each for hardware supply and Maintenance support in Govt. Sector/ PSUs/ Banks in the last three years.		
13	The Bidder must have minimum 50 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 Chandigarh/Mohali. 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 is not existing, the bidder will arrange the facility before supply of equipment.		

ANNEXURE 'F'
**TECHNICAL BID CHECKLIST & ORDER IN WHICH DOCUMENTS ARE
SUBMITTED**

Name of bidder: _____

S.No	Requirement	Document Attached (Yes/No)	Page No.
1.	The bidder would indicate make & model of the equipment and the components.		
2.	Technical Brochures of the product quoted and current certifications asked for in the detailed technical specifications should be enclosed.		
3.	The bidder must attach compliance report & Technical specifications for all hardware items.		
4.	Bidder must submit papers on detailed strategy, methodology and time schedules for supply, installation and maintenance of hardware and software products during the warranty period of three years. Details & proof of Service facilities for Technical Support on Services, Maintenance & Availability of Hardware components be attached		
5	The bidder must submit MAF certificate from the principal hardware company with a undertaking regardng validity product life of 4 years.		
6	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.		
7	The Bidder/ OEM should be an OEM partner for the product being quoted.		
	The Bidder shall give a certificate regarding the use of quality components for IT Resources as per Annexure 'H'.		

ANNEXURE 'G'
PRICE SCHEDULE

Sr. No.	Item Description	Total Qty	Unit cost	Taxes/Duties (if any)	Total cost on (inclusive of all taxes)
		A	B	C	D=A*(B+C)
1.	Desktop cum Server Computer	133			
2.	Shared cum Client Computers	532			
3.	Laser Printers (LPs)	133			
4.	1 KVA Online UPS 60 minutes battery backup	133			
5.	Ethernet Switch	133			
6.	Networking and conduiting for One Server and upto four shared (dummy) computers as the case may be	133			
Total Cost					

Note :

1. 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.
2. No cost other than quoted above shall be claimed separately.
3. Commercial scoring shall be done on Final Total Commercial bid value
4. No cost other than quoted above shall be claimed separately.
5. The necessary payment adjustment shall be done on unit rate & pro-rata basis.
6. The quantities mentioned above may be changed upto +/- 20%.
7. Price bid will be evaluated on total commercial bid value for selecting L1 bidder.
8. 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 Director General School Education, Punjab is 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. 2015-16/CAL/133schools/ 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 **Punjab ICT Education Society (PICTES)** to take appropriate action (e.g. Forfeiture of Bank Guarantee/ EMD / balance amount).

Authorized Signatory

ANNEXURE 'J'

Make & Model Sheet

S.No	Item Name	Make	Model

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 Dot Matrix 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), n-computing card, UPS including batteries, Stabilizer.

() Non-Critical Equipment**

ALL items related to: - Desktop Computer system, LAN including cabling & Switch.

Working Hours (subject to change, if any):

*** Summer- 8 am to 2 pm**

*** Winter – 9 am to 3 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 PICTES 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 vendor. If the rectification does not take place upto 24 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.