

BID NO: DGSE/2017-18/9

**Director General School Education, Punjab**

**Request for Proposal (RFP)**

**for**

***Selection of Hardware Maintenance Service Provider  
(HMSP) for Operation and Maintenance (O&M)***

**of**

*Existing I.T. Infrastructure (Hardware, UPSs and System Software etc.)  
of 2983 Computer labs under Edusat and 1232 Computer labs under  
ICT Project installed in rural and urban area Govt. School's across the  
State of Punjab*

\*\*\*\*\*

O/o Director General School Education, Punjab

5<sup>th</sup> Floor, Vidya Bhawan, E-Block  
Phase-8, S.A.S. Nagar (Mohali)

Contact No. – 0172-5212328 (PICTES), 5218801 (Edusat)

Email: [hoictech@gmail.com](mailto:hoictech@gmail.com), [edusat.punjab@gmail.com](mailto:edusat.punjab@gmail.com)

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## **DEFINITIONS**

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

- “Client” or “DGSE” means Director General School Education.
- “ICTES” or “ICT” means Punjab ICT Education Society.
- “EDUSAT” or “PES” means Punjab EDUSAT Society.
- “Department” or “DSE” means Department of School Education.
- “PROJECT A” means Hardware maintenance Service for Hardware/Software installed in Computer lab of Govt. Schools under ICT Project for 3 years.
- “PROJECT B” means Hardware maintenance Service for Hardware/Software installed in E-Libraries of Govt. Schools under EDUSAT Project for 1 year likely to be extended for 2 more years on mutual consent.
- "Contract/Agreement/Contract Agreement" means the agreement to be signed between the successful bidder and client.
- “Bidder” or “Vendor” means firm / company / business entity who submits bid in response to this tender.
- “HMSP” means Turnkey Hardware and Service Provider with whom the client signs the agreement.
- “Tender evaluation committee/committee” means the committee constituted by DSE and/or DGSE 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 separately for Project A & Project B.
- “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.
- “Request for proposal (RFP)/Tender” means tender floated by Client for maintenance & operation of Computer hardware items in upper primary govt. schools.
- “The Term/ Contract / Contract Period” means three (3) years period of contract from the date of signing of agreement for Project A and one (1) year period of contract from the date of signing of agreement for Project B..
- "SLA" means Service Level Agreement
- "DEO" means District Education Officer.
- “**Last Three Financial Years**” means FY 2014-15, 2015-16 & 2016-17.

**1. Document Control Sheet**

S.No.	Particular	Details
1.	Document Reference Number	<b>BID NO: DGSE/2017-18/9</b>
2.	Start date & time of sale of tender (Only available in downloadable form at website mentioned)	29 <sup>th</sup> August 2017 at 1500hrs onwards
3.	Last Date and Time for submission of Queries	03 <sup>rd</sup> September 2017 till 1600 hrs
4.	Date and Time for Pre-Bid Meeting	04 <sup>th</sup> September 2017 at 1100 hrs
5.	Last date and time for submission of bids	19 <sup>th</sup> September 2017 till 1700hrs
6.	Date and time of opening of Pre-Qualification cum Technical bid	20 <sup>th</sup> September 2017 at 1100hrs
7.	Date of Opening of Commercial bids	22 <sup>nd</sup> September 2017 at 1100hrs
8.	Address for Communication	O/o Director General School Education, 5th Floor, Vidya Bhawan, E-Block Phase-8, S.A.S. Nagar (Mohali) Contact No. – 0172-5212328 (PICTES), 5218801(Edusat)
9.	Location of tender document	Tender document can be downloaded from the website. <a href="http://etender.punjabgovt.gov.in">http://etender.punjabgovt.gov.in</a> and <a href="http://www.ssapunjab.org">www.ssapunjab.org</a>
10.	Cost of RFP document & Mode of Payment	Rs.5,000/- (Rs. Five Thousand Only) through e-payment mode (non refundable).
11.	Earnest Money Deposit (EMD) through online mode	Rs.10,00,000/- (Rs. Ten Lakh Only) for Project A and Rs.20,00,000/- (Rs. Twenty Lakh Only) for Project B
12.	Contact details	Email: <a href="mailto:hoicttech@gmail.com">hoicttech@gmail.com</a> (For Project A) & <a href="mailto:edusat.punjab@gmail.com">edusat.punjab@gmail.com</a> (For Project B)
13.	Website for RFP Reference	<a href="http://etender.punjabgovt.gov.in">http://etender.punjabgovt.gov.in</a> and <a href="http://www.ssapunjab.org">www.ssapunjab.org</a>

**Guidelines for online tendering procedure**

For participating in the above e-tendering process, the HMSPs shall have to get themselves registered with <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 092572-09340, 08045628821, 0172-5035985.

**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 <http://etender.punjabgovt.gov.in> They have to pay non-refundable tender document fee and Processing Fee 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**

## **2. Invitation of Bid**

### **2.1 Introduction**

**ICT Project:-** The Government of Punjab in the Department of School Education had launched Information and Communication Technology (ICT) project under PICTES for computer education in Government Schools across the State for the students of class 6<sup>th</sup> to class 12<sup>th</sup>. The State has implementing ICT project since the year 2004 and **6481** schools have been already covered in phased manner.

- In phase I, **1311** Government schools were covered.
- In phase II, **1573** Government schools were covered.
- In Phase III, **2081** Government schools were covered.
- In Phase IV, **451** Government schools were covered.
- In Phase V, **1065** Government & Government Aided 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.

**EDUSAT Project:** In 2008, the Government of Punjab in the Department of School Education had launched Edusat Project under PES for providing Quality Education in Government Schools across the State for the students of class 6<sup>th</sup> to class 12<sup>th</sup>.

The State Government set up Edusat Computer e-libraries in the High & Sr. Secondary Schools located in Urban & Rural Areas of Punjab. For the same, Punjab Edusat Society (PES) provided entire IT Infrastructure for establishing computer labs in **2983** Government Sr. Sec/High schools in various rural & urban locations in Punjab.

- In phase I, **895** Government schools were covered.
- In phase II, **182** Government schools were covered.
- In phase III, **1000** Government schools were covered.
- In Phase IV, **906** Government schools were covered.

The entire IT Infrastructure including Personal Computers, UPS's, printers, networking of computer lab and system software was purchased from M/s HCL Infosystems Ltd with 3 years warranty for any defect minor or major.

## **2.2 Invitation**

- a) Through this RFP, DGSE invites responses (“Tenders”) from eligible and reputed Hardware maintenance service providers (“Bidders”) for the maintenance of IT equipment and peripherals installed in Computer labs of Govt. Schools across the State of Punjab as described in the Scope of Work of this RFP Document.
- b) This invitation to bid is open to all Bidders as per the eligibility criteria mentioned in this RFP Document.
- c) The Bidder may submit bid for Project A or Project B or both.
- d) DGSE reserves the right to extend “The Term” for a period or periods to be mutually decided by the parties, such extension or extensions will be on the same terms and conditions of the RFP.
- e) Proposals must be received not later than time and date mentioned in the Document Control Sheet. Proposals will not be accepted by the system after due date/ time.
- f) The tender document is available on the Portal from start date till last date for issue of the tender document as prescribed in Document control sheet. Bidders may please note that bid document cost is to be paid online. Subsequently, bidders will be required to pay the processing fee and EMD before submitting their proposal.
- g) DGSE, at its discretion, extend the date for submission of Bids. In such a case all rights and obligations of the client and bidders previously subject to the deadline will thereafter be subject to the deadline as extended. Any such extensions shall be informed to bidders through corrigendum issued on e-tendering portal as well as on SSA portal [www.ssapunjab.org](http://www.ssapunjab.org)
- h) Cover bids are not permitted.

## **3. Scope of Work**

**PROJECT A:** - Hardware Maintenance Services for Hardware installed in Computer lab of 1232 Govt. Schools under ICT Project for **3 years**.

**PROJECT B:** - Hardware Maintenance Services for Hardware installed in E-Libraries of 2983 Govt. Schools under EDUSAT Project for **1 year likely to be extended for 2 more years** on mutual consent between HMSP & the client.

### **3.1 PROJECT A: -**

Punjab ICT Education Society (PICTES) intends to outsource the Operation and maintenance (O&M) including insurance of the existing hardware & software at 486 schools of ICT Phase-IV & 746 Schools of ICT Phase-V under ICT project for a period of three (3) years. The schools are situated in urban & rural areas across the State of Punjab. **Detail is mentioned as below:-**



**a) 486 Schools of ICT Phase-IV:-** Under Phase IV of ICT project, the Infrastructure was procured on Lease, Maintain & Transfer basis from M/s HCL Infosystems Ltd. Five (5) year term of the contract with M/s HCL has already expired on 9th October 2015. Infrastructure such as Computers, N-Computing devices, UPSs, networking of computer lab and system & application software was installed in each lab of these Schools. Presently, the hardware installed in these schools is being maintained by schools through local HMSPs. Now Punjab ICT Education Society (PICTES) intends to outsource the Operation and maintenance (O&M) including insurance of the existing hardware & software of these schools for a period of three (3) years. A detail of IT Infrastructure is given in the following table (Detailed technical Specifications are given at **Annexure 'A'/A-1:-**

<b>Number of Government Upper Primary Schools–486</b>		
<b>Sr. No.</b>	<b>Item Description</b>	<b>Quantity</b>
a.	Desktop Computers (Server Computers) (HCL Make) (with N-computing card)	490
b.	Shared (dummy) Computers (with N-computing device)	1960
c.	Line interactive 1 KVA UPS with 2400 VAH(On full load) – 150 minutes battery backup (BPE Make)	490
d.	2 KVA Stabilizer (placed before 1 KVA UPS)	490
e.	Patch Cords (5 / 8 mtr.)	1960

**b) 746 Schools of ICT Phase- V: -** Under Phase V of ICT project, the Infrastructure was procured on Lease, Maintain & Transfer basis from M/s HCL Infosystems Ltd. Five (5) year term of the contract with M/s HCL will expire on 9th December 2017. Infrastructure such as Computers, N-Computing devices, UPSs, laser printers, networking of computer lab and system & application software was installed in each lab of these Schools. Now Punjab ICT Education Society (PICTES) intends to outsource the Operation and maintenance (O&M) including insurance of the existing hardware & software at these schools for a period of three (3) years. A detail of IT Infrastructure is given in the following table (Detailed technical specifications are given at **Annexure 'A'/A-1:-**

<b>Number of Government Upper Primary Schools – 746</b>		
<b>Sr. No.</b>	<b>Item Description</b>	<b>Quantity</b>
a.	Desktop Computers (Server Computers) (HCL Make) (with N-computing card)	653
b.	Shared (dummy) Computers (with N-computing device)	2643
c.	Personal Computers	559
d.	Laser Printers	631
e.	1 KVA Online UPS with 2400 VAH (On full load) – 150 minutes battery backup (Uniline Make)	794
f.	Patch Cords (5 / 8 mtr.)	2643

**c)** The Hardware Maintenance Service Provider (HMSP) would be responsible for carrying out the following tasks during the contract period of three (3) years:-

- i) HMSP will inspect the entire infrastructure to take stock and submit the report to the client within 30 days.
- ii) There may be 700 - 800 faulty hardware items pending in 486 Schools covered under ICT phase-IV as hardware installed in these schools is being maintained at schools level. The no. of these hardware complaints may differ at the time of signing of agreement. The HMSP will be responsible for making all hardware functional within 45 days from date of agreement. No extra cost will be given to HMSP to make all the hardware functional even in all those conditions where hardware is non-functional before contract.
- iii) In case of 746 schools covered under Phase V, the existing service provider shall be responsible for making it functional before handing over the same to the new Hardware Maintenance Service Provider (HMSP) in case of different HMSP. New HMSP shall take over all existing hardware items as per the original specifications within 10 days from the expiry of current contract period i.e 9<sup>th</sup> December 2017. The HMSP would inspect the entire infrastructure to take the stock and submit the report to client within 30 days.
- iv) Replacement of hardware shall made by HMSP in case of theft, fire, physical damages through Insurance cover for the entire infrastructure during the contract period of three (3) Years.
- v) Keep the infrastructure including Hardware, software, networking up to the mark & in running condition as per the service levels.

- vi) 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.
- vii) HMSP shall keep the stock of required spares of hardware items at appropriate locations in the State for quick resolution as per the requirement of client.
- viii) **Battery replacement/Refresh:-** Old UPS batteries of School covered under ICT Phase-IV (Total no. of schools – 486) shall be replaced with new batteries of same capacity (like Ah, volt etc.) under buy-back arrangement within 12 months but not prior to 6 months after the signing of the contract agreement. The specification of batteries should be as per **Annexure 'B'**. The HMSP will be responsible for supply, installation and Operations & Management (O&M) of new batteries. The HMSP will submit the installation and acceptance report to the client. However, the batteries of UPS installed under Phase-V are going to be replaced by M/s HCL between the months September 2017 to November 2017.  
The HMSP shall also be responsible for maintenance of all UPS batteries already installed in all schools and replacement any number of times when these become unserviceable.
- ix) **System Software:-**HMSP will ensure smooth functioning, support& installation/reinstallation of system software installed in the labs.
- x) Installation or reloading of system software products as decided by the client shall be carried out by the selected HMSP. Use of System software licenses will be arranged by the PICTES.

**3.2 PROEJCT B:-**

Punjab Edusat Society (PES) intends to outsource the Operation and maintenance (O&M) including insurance of the existing hardware & software at 2983 government Sr. Sec. and High schools (Phase-I:- 895 schools, Phase-II:- 182 schools, Phase-III:- 1000 schools, Phase-IV:- 906 schools = Total: 2983 schools) under Punjab Edusat project for the contract period. Detail of 2983 schools is mentioned as below:-

<b>Phase</b>	<b>No. of Schools Covered</b>	<b>Year of Installation</b>	<b>Year of Warranty Expired</b>
Phase I	895	Feb' 2012	Feb' 2015
Phase II	182	March' 2012	March' 2015
Phase III	1000	May' 2012	May' 2015
Phase IV	906	Sept'2013	Sept'2016
<b>Total</b>	<b>2983</b>		

As mentioned above, 2983 Government Sr. Sec and High Schools in urban & rural areas across the State were covered in the year 2012-13 in different phases.

Infrastructure such as computers, UPSs, voltage stabilizers, networking of computer lab and system & application software was installed in each lab of these Schools. The hardware was procured from M/s HCL Infosystems Ltd. and software from M/s Microsoft. The term of contract with HCL Infosystems Ltd expired, which continued to provide the services till as per agreement. Presently, the hardware installed in these schools is being maintained by the respective Schools itself. Now PES intends to outsource the Operation and maintenance (O&M) including insurance of the existing hardware & software at 2983 Government Sr. Sec and High Schools. A detail of IT Infrastructure is given in the following table (Detailed technical specifications are given in **Annexure 'A'/'A-2'**):

<b>Number of Government Schools – 2983</b>		
<b>Sr.N</b>	<b>Item Description</b>	<b>Qty per lab</b>
1.	Desktop (Server) Computers	4
2.	Shared (dummy) Computers	20
3.	Line interactive 3 KVA UPS with 3120 VAH(On full load) – 150 minutes battery backup	1
4.	5 KVA Stabilizer (To be placed before 3 KVA UPS)	1
5.	LAN Patch Cords cat 6 10 meters each	20

The Hardware Maintenance Service Provider (HMSP) would be responsible for carrying out the following tasks during the contract period:-

- i) HMSP will inspect the entire infrastructure to take stock and submit the report to the client within 30 days.
- ii) There may be some non-functional hardware in some of the labs across the state under PES Phase-I, II, III & IV (mentioned above) as hardware installed in these schools is being maintained at School Level. The bidder will be responsible for making all hardware functional within 45 days from date of agreement. No extra cost will be given to HMSP to make all the hardware functional even in all those conditions where hardware is non-functional before contract. The interested bidders may conduct a survey to find the percentage of non-functional hardware installed in these schools and price may be quoted accordingly. PES shall provide the list of all schools where E-Libraries have been installed.
- iii) Replacement of hardware shall be made by HMSP in case of theft, fire, physical damages through Insurance cover for the entire infrastructure during the annual maintenance contract (AMC) period will be the responsibility of the bidder.
- iv) Keeping the infrastructure including Hardware, software, networking up to the mark & in running condition as per the service levels prescribed by providing the required support and services.

- v) 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.
- vi) Stocking of required spares of hardware items at appropriate locations in the State for quick response and resolution time as per the requirement of client.
- vii) Battery replacement/Refresh:- Old UPS batteries of all the School covered under PES Phase-I, II, III & IV (Total no. of schools – 2983) had been replaced and the list will be provided. The contract value include maintenance of all UPS batteries installed in 2983 schools and replacement any number of times when these become unserviceable.
- viii) System Software:- HMSP will ensure smooth functioning, support & installation / reinstallation of system software installed in the labs. Installation or reloading of system software products as decided by the client shall be carried out by the selected HMSP. If required, System software licenses will be arranged by the PES.

**4. General Bid Conditions**

- a) This invitation to the Bidders is for selecting the Hardware Maintenance Service Provider (HMSP) for 3-year Operation & Maintenance Contract of existing IT infrastructure for Project A & 1-year Operation & Maintenance Contract of existing IT infrastructure for Project B **likely to be extended for 2 years further** on mutual consent between HMSP & the client
- b) 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.
- c) Bid document prepared in accordance with all the conditions laid down should be submitted online not later than the date and time at the web portal mentioned in document control sheet.
- d) The Bidder must furnish Earnest Money Deposit (EMD) as mentioned in Document Control Sheet through e-payment mode only.
- e) All payments towards Cost of Tender Document (If Applicable), Earnest Money Deposit and processing fee shall be deposited online through e-payment gateway of the portal. Bids will be rejected if any of the payments are not reflected on the portal.
- f) This Tender document is not transferable. Only bidder, in whose name this tender document has been purchased shall submit the bid.
- g) DGSE 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 DGSE 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. Conditional bid shall be rejected straight away.
- h) 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 what so ever.
- i) DGSE may, at its own discretion, extend the date for submission of bids. In such case all rights and obligations of the DGSE and previously fixed deadline will thereafter be subject to the deadline as extended.
- j) This Tender Document does not constitute an offer by DGSE. The bidder's participation in this process may result in DGSE selecting the bidder to engage towards execution of the contract.
- k) DGSE 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 HMSP shall have no right to challenge such decision in any forum/court what so ever

- l) DGSE also reserves the right to vary the quantity of the equipment at the time of signing the contract agreement.
- m) Bidders are advised to check e-tendering portal regularly for any Addendum / Corrigendum / Amendments related to project.

**5. Validity of Bids**

- a) Bids shall remain valid for a period of 90 (Ninety) days (including holidays) from the date of opening of Commercial Bid. The DGSE reserves right to reject a bid valid for a shorter period as non-responsive/invalid bid.
- b) Prior to the expiration of the validity period, DGSE 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, DGSE can 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.

**6. Right to Terminate the Process**

The DGSE 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.

**7. Deviations**

Bids submitted with any deviations to the contents of the Tender Document will be considered as non-responsive/invalid & liable to be rejected. 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/representative(s), so that all clarifications and assumptions are clarified before bid submission

**8. Pre Bid Meeting & Clarifications**

- a) DGSE shall convene a pre-bid meeting as prescribed in document control sheet to address any Tender Document related queries.
- b) The bidders should send their queries through email id " [hoicttech@gmail.com](mailto:hoicttech@gmail.com) " and " [edusat.punjab@gmail.com](mailto:edusat.punjab@gmail.com) " before the date as prescribed in document control sheet.
- c) The prospective bidder or its official representative/s (maximum 2) is/are invited to attend the pre-bid meeting.

d) 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.			

e) Any requests for clarifications post the indicated date and time shall not be entertained by the DGSE.

**9. Clarification and Amendments of Bid Document**

- a) At any time up to the last date for receipt of bids, DGSE 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.
- b) The amendment will be notified through the website and no separate communication either in writing or through email will be made with any bidder.
- c) 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.

**10. 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.

**11. Earnest Money Deposit (EMD)**

- a) 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.
- b) The EMD shall be in Indian Rupees and shall be submitted online. Bids without requisite EMD shall be rejected straight away.
- c) EMD of all unsuccessful bidders would be released by DGSE 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.
- d) The EMD amount is interest free and will be refundable to the unsuccessful bidders without any accrued interest on it.



- e) The EMD lying with the DGSE 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.
- f) 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. Preparation of Bid**

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

- a) 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.
- b) 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.
- c) The bid shall be signed by the bidder or duly authorized person(s) to bind the bidder to the contract. The necessary authorization shall be indicated by written power of attorney/Board resolution and shall accompany the Bid.
- d) No bidder shall be allowed to modify, substitute, or withdraw the Bid after its submission.
- e) 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 DGSE to facilitate the evaluation process, in negotiating a definitive HMSP and all such activities related to the bid process. DGSE will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

- f) 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.
- g) 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.
- h) Failure to comply with the below requirements shall lead to the Bid Rejection and decision of the tender committee shall be final:-
  - 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.

### **13. Disqualifications**

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

- a) Made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements;
- b) 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; Pertaining to this organization or any other organization.
- c) Submitted a bid that is not accompanied by required documentation or is non-responsive;
- d) Failed to provide clarifications related thereto, when sought;
- e) Submitted more than one Bid (directly/in-directly);
- f) Declared ineligible by the Government of India, any State/UT Government for corrupt and fraudulent practices or blacklisted.
- g) Submitted a bid with price adjustment/variation provision.
- h) Not submitted in the format as specified in the Tender Document.
- i) Not submitted the Letter of Authorization (Power of Attorney/Board Resolution)
- j) Suppressed any details related to bid
- k) Submitted incomplete information, subjective, conditional offers and partial Offers submitted.
- l) Submitted bid with lesser validity period.
- m) Any non-adherence/ non-compliance to applicable Tender Document content.

**14. Procedure for Submission of Bids**

- a) Bids are to be submitted online and in two parts:
  - i) Pre-qualification cum Technical Bid.
  - ii) Commercial Bid.
- b) The Bidder shall have to qualify the pre-qualification cum technical Bid.
- c) Pre-Qualification cum technical bids will be opened on the prescribed date and time.
- d) Please note that commercial aspects (prices, cost, charges, etc.) should not be indicated in the Pre-qualification cum technical bid and should be quoted only in the Commercial Bid. If price quoted prior to commercial bid, the bid(s) shall be declared rejected.
- e) Commercial Bid should only indicate prices in the prescribed format.
- f) Commercial Bids of only those Bidders will be opened who qualify the Pre-Qualification cum technical.
- g) The bids cannot be uploaded after the last date of submission of bid.
- h) Each copy of the bid should be a complete document with Index & page numbering.

**15. Eligibility Criteria/ Document Comprising Bids:-**

**15.1 Pre-Qualification cum Technical bid:-**

- a) Bidder shall submit Prequalification cum Technical bid as per **Performa 'I'**
- b) Eligibility Criteria as following :

S.No	Requirement	Document required
1	Bid Proposal sheet duly filled in, signed and complete in all respects.	<b>Performa 'III'</b>
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.	<b>Performa 'IV'</b>
3	Power of attorney (if any) in the name of the person(s) authorized by the bidder to sign bid documents.	<b>Performa 'V'</b>
4	The Bidder must submit Earnest Money Deposit (EMD) as mentioned in the Document Control Sheet through e-payment mode only, failing to which the bid will be rejected.	Attach Proof
5	The Bidder must submit Tender Cost as mentioned in the Document Control Sheet through e-payment mode only, failing to which the bid will be rejected.	Attach Proof

**Director General School Education, Punjab**

**RFP for selection of hardware maintenance service provider**

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	Certifications The Bidder should be ISO 9000/9001:2008 certified.	Copy of certification, which is valid on date of submission.
8	Bidder should have been operating profitably for the last three financial years as on 31 <sup>st</sup> March 2017.	certificate from the practicing fellow member of Institute of Chartered Accountant of India(FCA)
9	The bidder must have an average annual turnover of Rs. 5 crore for Project A and Rs. 20 Crore for Project B for last 3 years as on 31/03/2017 from IT maintenance services.	Authentic certificate from the practising fellow member of Institute of Chartered Accountant of India (FCA) confirming the turnover. ( <b>Performa 'VI'</b> )
10	The Bidder must have executed at least two similar projects worth Rs. 1 crore each for hardware maintenance support in Govt. Sector/ PSUs/ Banks in the last three years where each project should have covered more than 200 locations or more than 2000 desktop across the country.	Attach proof of certificates of running/completion satisfactorily of these projects from respective clients and also submit <b>Performa 'VII'</b>
11	The Bidder must have minimum 20 employees on its rolls.	Certificate from HR Department
12	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.	<b>Performa 'VIII'</b>
13	The Bidder should have a fully functional office in Chandigarh/SAS Nagar. 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.
14	The Bidder must have valid PAN and TAN issued by Income Tax Authorities, India.	Copy of PAN/TAN/GST & <b>Performa 'IX'</b>
15	The bidder should registered with GST number and have a valid GST number.	
16	Bidder must submit papers on methodology for operation and maintenance (O&M) of hardware and software products during the contract period.	Copy of relevant document.

## **15.2 Commercial Bid -**

- i) Bidders shall submit separate commercial bid for Project A and/or Project B as per bid format (**Performa 'II (A)' & Performa 'II (B)'**)
- ii) Prices: The bidder is required to submit unit rates.
- iii) The prices will be valid for 180 days (inclusive of holidays) from the date of issue of work order. The bidder shall be required to provide service and support services for additional units at the specified Schools/ locations.
- iv) If there is no price quoted for certain material or service, the bid shall be declared as disqualified.
- v) The prices shall be in Indian Rupees (F.O.R destination) and should be all inclusive of Taxes, duties Transportation, Transit Insurance, Out of Pocket Expenses (OPE) and license fees etc.
- vi) Bidder will submit commercial bid as per format as below:-

### **Commercial Bid for Project- A submitted in bid Performa II (A):-**

- A1 -** Quote for Comprehensive Operation & Maintenance services in 486 Schools covered under ICT Phase-IV for three (3) Years.
- A2 -** Quote for Comprehensive Operation & Maintenance services in 746 Schools covered under ICT Phase-V for three (3) Years.
- A3-**  $A3 = (A1 + A2)$ . Total of all prices schedules as per A1 and A2 to arrive at the final commercial bid value for deciding L1 price for 1232 schools under Project A (**Performa 'II(A)'**).

### **Commercial Bid for Project- B submitted in bid Performa II (B):-**

**Total Commercial Bid Value for 2983 Schools Covered under PES Phase-I, II, III & IV :-**  $(A4 = A1 + A2 + A3 + A4)$  i.e. Total Commercial bid value for selecting L1 bidder for 2983 schools under Project B.

- vii) Least cost commercial proposal will be designated as L1 separately for Project A & Project B. In case, there are two or more bidders having the same 'L1' price in the Commercial bid(s) then those bidders having same L1 for single project will be asked to re-submit commercial bid in sealed envelope within specified time period, which shall be communicated to bidders.

## **16. Bid Opening**

- a) 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.

- b) 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.

**17. 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

**18. Signing of Contract**

The successful bidder(s) will sign the Contract with DGSE separately for Project A & B 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. DGSE & SERVICE PROVIDER).

**19. Contract Period**

**Project A:** - The total final contract period shall be for three (3) years from the time of signing of contract. In case of any delay in the project not attributable to the Service provider, or extension of project beyond contract period, the service provider has to provide the services as per the unit rates quoted in commercial bid submitted.

**Project B:** - The total final contract period shall be for one (1) year from the time of signing of contract and likely to extended for 2 more years with the mutual consent of both the parties. In case of any delay in the project not attributable to the Service provider, or extension of project beyond contract period, the service provider has to provide the services as per the unit rates quoted in commercial bid submitted.

**20. Performance Bank Guarantee (PBG)**

- a) The successful bidder will furnish unconditional Performance Bank Guarantee within 15 working days from the notification of award, for a value equivalent to 10% of the total cost of contract, separately for Project A & Project B.
- b) 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.
- c) 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 DGSE at its discretion, may cancel the award of contract to the successful bidder without giving any notice.
- d) The HMSP will not be entitled for any interest on the PBG submitted.
- e) DGSE 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 DGSE in this regard shall be final.

**21. Fraud and Corruption**

- a) 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.
- b) 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 DGSE 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 DGSE 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.

- c) DGSE 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, DGSE 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.
- d) 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. Standard of Performance**

- a) Hardware Maintenance Service Provider (HMSP) 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.
- b) It shall employ appropriate advanced technology and safe and effective equipment, machinery, material and methods. HMSP 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.

**23. Terms and Conditions for Performance**

- a) HMSP shall be responsible for comprehensive & on-site operation & maintenance of all equipments under the contract, for the contract period. On-site comprehensive maintenance will include whole of the infrastructure viz. Hardware, UPS, system software, and networking (excluding nothing) etc. during the contract period.
- b) HMSP must provide maintenance services from reasonable distance from Government School.
- c) HMSP will hand over all the equipment's in working order to the new Service provider/school within one month after the expiry of contract. A certificate to this effect is required to be obtained by the HMSP from the new service provider/school and to be produced along with the final claim/release of PBG of the contract.
- d) If any equipment/parts damaged for any reason during the contract period, the HMSP 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 HMSP irrespective of reason of fault i.e. Physical & Electrical damage.
- e) Replacement of parts / component beyond repair with parts/components of same brand (or as per options given in detailed technical specification at



- Annexure 'A' / A-1, 'A' / A-2) of same or better configuration ensuring compatibility. Replacement of defective parts with sub standard or refurbished parts will not be allowed.
- f) HMSP must maintain the equipment for smooth operations as per the service level agreement (SLA), attached as per **Annexure 'C'**.
  - g) The services shall be provided Mondays to Saturdays on working hours of the Government Schools.
  - h) In case of default, the client has the right to arrange such task of maintenance/support at the risk and cost of HMSP, from any other source and shall be deducted from his next lease/contract payment.
  - i) In case the equipment is damaged due to negligence on part of HMSP while conducting repairs or its maintenance/ performing his duty under the award of contract, then it would be the responsibility of the HMSP 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.
  - j) HMSP will do preventive maintenance once within 30 days of every subsequent half yearly for upkeep and running of the infrastructure. This schedule will have to be adhered to strictly by him. Preventative maintenance include but not limited to inspection, testing, satisfactory execution of all diagnostics, cleaning and removal of dust from the interior of the hardware, and necessary repairing of the hardware items.
  - k) Client at his own cost can move the equipment from one location to another with the help of HMSP. DGSE shall bear all the charges for such shifting and the HMSP should be responsible for reinstallation of hardware at new site.
  - l) HMSP should provide the details of support centres, engineers and other relevant of service facilities to the users at various levels.
  - m) HMSP 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 HMSP's property.
  - n) In case of failure on part of the HMSP with regard to such services, bank guarantee if any will be forfeited. The HMSP shall be given maximum of two opportunities of 30 days each to improve his service level and meet the obligations as per the contract.
  - o) HMSP shall arrange all infrastructure/additional equipment(s) in order to provide any service under the contract.
  - p) HMSP will not remove the equipment without the written permission of the Principal or Headmaster of the School.
  - q) The Selected Bidder shall be required to maintain a dedicated school engineer minimum ratio of 35-40:1. However, HMSP will engage more engineers to achieve the SLA. All deployed personnel should have valid Employee code and good skills in their area of service delivery.

**24. Helpdesk**

The HMSP will setup a helpdesk having Toll free number with minimum 2 hunting lines for each Project separately and deploy 1 coordinator for Project A and 2 coordinators for Project B to log calls at DGSE office. However, HMSP may add more lines as per requirement of the Project. DGSE office will provide a web portal having all functionalities like online call logging, call close, all type of reports, calculation of penalty etc.

**25. Use of Contract Documents and Information**

- a) The HMSP 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 HMSP 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.
- b) The HMSP shall not use any document or information without the Client's prior written consent.
- c) 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 HMSP's performance under the contract if so required by the client.

**26. Penalty**

- a) 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 HMSP 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/ invoke the Performance Bank Guarantee or/and blacklisting the selected bidder from any subsequent bidding participation in the Department of Education, Government of Punjab. An unexcused delay by HMSP in the performance of its O&M obligations shall render him liable to any or all of the following penalties:-
  - Operation & Maintenance period: - To be calculated as per the Service Level Agreement (SLA), attached as **Annexure 'C'**. The time of delay/ default for determination of penalty will be calculated from the time of lodgment of complaint at the online portal/dedicated toll free number/e-mail/ fax. The total penalty liable will be to the extent of 50% of the total contract value, after this the client reserves the right to take further actions for cancellation of contract
  - Any penalty due during AMC period will be adjusted against the half

yearly payments.

- 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.

## **27. 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 4% (4 weeks).
- After 4 weeks, the penalties shall be doubled.
- If for another 4 weeks, the HMSP is not able to complete the unfinished tasks, the client reserves the right to take further actions for cancellation of contract along with forfeiture of EMD & PBG without any Notice.
- The overall maximum Liquidated damages for delay in services that can be imposed on HMSP shall not exceed 15% of the value of the contract value.

## **28. Schedule of Payment**

### **Project A:-**

- a) The entire amount shall be released in six equal half-yearly installments during contract period of three (3) years.
- b) As the services will start on two different dates for 486 schools & 746 schools, 1st half yearly payment will be made on pro rata basis from start of the services.
- c) For a particular year, an annual payment of O&M amount will be released in two equal installments on the submissions of bills by the Hardware Service Provider (HMSP) after deducting the penalties, if any, based on the SLA parameters.
- d) The fault logging system/ log registers maintained in the schools/locations will determine the level of services according to Service Level Agreement. DGSE will process the submitted bills as per data available in the database of fault logging system.
- e) No part payment will be made.

### **Project B:-**

- a) The entire amount shall be released in six equal half-yearly installments during contract period of one (1) year.

- b) For a particular year, an annual payment of O&M amount will be released in two equal installments on the submissions of bills by the Hardware Service Provider (HMSP) after deducting the penalties, if any, based on the SLA parameters.
- c) The fault logging system/ log registers maintained in the schools/locations will determine the level of services according to Service Level Agreement. DGSE will process the submitted bills as per data available in the database of fault logging system.
- d) No part payment will be made.

**29. Taxes and Duties**

The bidder shall be entirely responsible for all taxes including service tax, entry tax, duties, and license fees etc. If any. In the event of any increase or decrease of any other tax, levies, currency exchange rates etc. due to any statutory notification(s) during the term of the agreement, the consequential effect shall be to the account of the Bidder.

**30. Insurance**

The installed equipment under the contract shall be fully insured throughout the contract period by the bidder against loss, theft, fire, burglary or damage. In case of any loss, theft, fire, burglary or damage, HMSP shall replace those items within 4 weeks after the receipt of FIR copy. After this penalty will be imposed as per SLA.

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

**31. Limitation of Liability**

Notwithstanding anything contained herein, the HMSP 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 act of omission or commission on the part of HMSP shall not exceed the contract value in this agreement.

**32. Termination for Default**

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

- The HMSP 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 HMSP fails to perform any other obligation(s) under the Contract.
- Penalty for non-achievement of Service Level requirement reaches upto 20 % of six monthly payments in successive two payments.
- The HMSP shall be given maximum of two opportunities of 30 days each to improve his service level and meet the Obligations as per the contract.

**33. Termination for Insolvency**

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

**34. 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 HMSP 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.

**35. Suspension**

The client may by a written notice of suspension to the HMSP, suspend all payments to the HMSP under the contract, if the HMSP 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 HMSP to remedy such failure within a specified period from the date of receipt of such notice of suspension by the HMSP.

**36. HMSP's Service Support Personnel**

The HMSP 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.

**37. HMSP Project Manager**

The HMSP shall ensure that all the times during the contract period, dedicated Project Manager with 5 years related experience, acceptable to the client, shall take charge of the performance of the contract.

**38. Documents Prepared by the HMSP to be the Property of the Client**

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

**39. Confidentiality**

The HMSP and its personnel shall not, either during the term of this contract 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.

**40. Force Majeure**

- a) Notwithstanding the provisions of the tender, the HMSP 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.
- b) For purposes of this Clause, "Force Majeure" means an event beyond the control of the HMSP and not involving the HMSP and not involving the HMSP 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.
- c) If a Force Majeure situation arises, the HMSP shall promptly notify the client in writing of such conditions and the cause thereof. Unless otherwise directed by the client in writing, the HMSP 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 HMSP, if as a result of Force Majeure, the HMSP being unable to perform a material portion of the services for a period of more than 60 days.

**41. 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.

**42. Price Fall**

The prices charged for the Services under the contract by the bidder shall in no event exceed the lowest price at which the bidder offered services 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, during the currency of the contract.

If, at any time before the signing of contract the prices are lowered on account of service tax or other related activity, the bidder shall pass on these benefits to the client.

**43. Resolution of Disputes**

A steering group shall be formed comprising of authorized representative of Director General School Education and the HMSP. The group shall tackle the implementation related, operational issues, and any frontline disputes. The HMSP 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:-

- i) Director General School Education shall nominate the arbitrator to settle the dispute arising out of this contract, whose decision shall be final and binding on both the parties. The cost of such arbitration shall be borne by the HMSP.

**44. Other Conditions**

- a) 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.
- b) The HMSP shall be responsible for managing the activities of his personnel, and shall hold itself responsible for any misdemeanors.
- c) The HMSP may deliver the services through first level sub contracting to his Authorized Service Provider specialized in case of UPS, Printer, Monitor. However, the HMSP shall be responsible for the performance of the resources deployed under this contract.
- d) All disputes, differences, claims and demands arising under or pursuant to or touching the contract shall be referred to the arbitrator as per the provisions of the Arbitration Act. Such arbitration shall be held at Chandigarh/SAS Nagar.
- e) In all matters and disputes arising there under, the appropriate Courts at Chandigarh/SAS Nagar alone shall have jurisdiction to entertain and try

them.

- f) The HMSP shall provide training on appropriate aspects wherever desirable that client feels necessary to such persons as nominated by the client, wherever required.
- g) 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.
- h) Quote should be F.O.R destination. The list of all Government schools may be collected from DGSE head office.
- i) The bidder is requested to visit any such School where ICT infrastructure is installed, to verify the above hardware.
- j) The specification of hardware mentioned at **Annexure 'A' /A-1 & 'A' /A-2**, may be different in some schools as the previous service provider may have replaced the non-repairable parts with parts of other OEM with same or higher configuration.



**Annexure 'A' / A-1**

**TECHNICAL SPECIFICATIONS OF HARDWARE under Project A**

**PHASE IV:- Total Number of Schools:- 486**

S r .	Item Description	Technical Configuration of Supplied Material
1.	Desktop Computers (Server Computers)	Model:- HCL Infiniti Series Intel Pentium dual core E 5400 2.8GHz 2MB Processor / Intel G31 DDR2 LGA775 MBD (Intel, Asus, Gigabyte, MSI) / 2*2GB DDR-II RAM / 320GB SATA HDD (Seagate/ Samsung/Hitachi/Maxtor/WD) / Combo Drive DVD RW (Samsung/LG/OEM) / 1 Serial Port / 1 Parallel Port / PS2 or USB Keyboard (Same brand as PC/ Logitech, Microsoft)/ PS2 or USB optical Mouse (Same brand as PC/Logitech/Microsoft)/ Integrated 10/100/1000 Ethernet port / 18.5" LCD (Samsung/ LG/ or same brand as PC)/ 250 W or higher SMPS N-computing card X550 with shared Dummy (5 in 1)
2.	Shared (dummy) Computer	N-Computing X550 model (5 in 1) Monitor:18.5" TFT (Samsung/LG/ or same brand as PC) PS2 or USB Keyboard (Same brand as PC/ Logitech, Microsoft)/ PS2 or USB optical Mouse (Same brand as PC/ Logitech/Microsoft) Device with speaker output, SVGA monitor output and RJ 45 port, including virtualization software, Supporting Shared Computing PCI Card, No external power adapter, Access device mounted on rear side of TFT monitor. Each device is a standalone equipment
3.	1000VA Line Interactive UPS	Make- BPE 1KVA Line Interactive with battery Backup time Minimum 150 minutes (On Full Load) Battery quantity– 2400 VAH(Minimum) ( 2 batteries of 100Ah with each UPS)
4.	2KVA Automatic Voltage Stabilizer	Make- BPE Placed before 1KVA Line Interactive UPS
6.	Patch Cords	CAT-6 Length–5/8metersaspertherequirementsatthesite

**PHASE V-- Total Number of Schools:- 746**

Sr.	Item Description	Technical Configuration of Supplied Material
1.	Desktop Computers (Server Computers)	Model:- HCL Infiniti Series Intel Core i3 2100 3.1GHz 3MB Processor / Intel H 61 DDR3 LGA1155 MBD / 4GB DDR-III RAM / 500 GB 7200 rpm SATA HDD (Seagate/Samsung/Hitachi/Maxtor/WD) / 24X DVD RW (LG/Samsung or OEM) / 1 Serial Port / 1 Parallel Port / PS2 Keyboard (same brand as PC/Microsoft/Logitech/HP) / PS2 Mouse (Same brand as PC/Microsoft/Logitech/HP) / Integrated 10/100/1000 Ethernet port / 18.5" LED ( TCO 05 certified /Samsung/LG or same brand as PC)/ 250 W SMPS to withstand the load of 2 shared computing devices install inside the system. N-computing card X 550 (5 in 1)
2.	Shared (dummy) Computer	N-Computing X550 model Monitor:18.5" TFT (TCO 05 certified; Samsung/ LG or same brand as PC) PS2 or USB Keyboard (same brand as PC/ Microsoft/Logitech/HP) / PS2 or USB optical Mouse (same brand as PC/ Microsoft/Logitech/ HP) Device with speaker output, SVGA monitor output and RJ 45 port, including virtualization software, Supporting Shared Computing PCI Card, No external power adapter, Access device mounted on rear side of TFT monitor. Each device is a standalone equipment
	Personal Computers	Model:- HCL Infiniti Series Intel Core i3 550 3.20 GHz 4MB Processor / Intel H55 MBD / 2 GB 1333 MHz DDR-III RAM / 500 GB 7200 rpm SATA HDD (Seagate/Samsung/Hitachi/Maxtor)/ 24X DVD RW / 1 Serial Port / 1 Parallel Port / PS2 Keyboard (same brand as PC/ HP)/ PS2 Mouse (same brand as PC/ HP) / Integrated 10/100/1000 Ethernet port / 18.5" LED (same brand as PC)/ 250 W SMPS to withstand the load of 2 shared computing devices install inside the system.
3	1000VA Online UPS	Make- Uniline 1KVA Online UPS with battery Backup time Minimum 150 minutes (On Full Load) Battery quantity– 3*12*70 Ah =2520 VAH(Minimum)
4	Laser Printer	Make- HP Model-LaserJet P-1566
6	Patch Cords	CAT-6 Length–5/8meters as per the requirements at the site

**Annexure 'A' / A-2**

**TECHNICAL SPECIFICATIONS OF HARDWARE under Project B**

Detailed technical configuration of Server computers, Desktop Computers, Power peripherals, Networking components and System software products along-with make and models are given in the following table:

PHASE- I, II, III & IV :- Total Number of Schools: - 2983 (895+182+1000+906)

Sr.	Item Description	Detailed technical configurations as per Tender
1.	<b>Desktop (Server) Computer</b>	<p>Model:- HCL Infiniti Series                      Intel Core i3 2100/2105* 3.10 GHz 3MB Processor / Intel H61 DDR3 LGA 1155 MBD / 4GB DDR-III RAM / 1TB 7200 rpm SATA HDD (Seagate/ Samsung/ Hitachi/ <b>Western digital</b>)/ 24X DVD RW (LG or Samsung or OEM)/ 1, Serial Port / 1 Parallel Port / PS2 Keyboard 104 keys (Logitech/Microsoft/OEM) / PS2 Mouse (Logitech/Microsoft/OEM)/ Integrated 10/100/1000 Ethernet port / 18.5" LED (TCO 05 certified. TCO certificate should be in name of PC OEM; Samsung, LG, or same brand as PC)/ 250 W SMPS to withstand the load of 2 shared computing devices install inside the system.                      N-computing card X 550 (5 in 1)                      High quality Stereo Headset with large ear-cups with soft cushions with 80mW or greater output power compatible with PC, Laptop, Music systems.                      *(2100 for Phase I,II &amp; III labs; 2105 for Phase IV labs)</p>
2.	<b>Shared (dummy) Computer</b>	<p>N-Computing X550 model                      Monitor:18.5"TFT (TCO 05 certified. TCO certificate should be in name of PC OEM; Samsung/ LG/ or same brand as PC)                      PS2 or USB Keyboard 104 keys (Logitech/Microsoft/OEM) / PS2 or USB optical Mouse (Logitech/Microsoft/OEM)                      Device with speaker output, SVGA monitor output and RJ 45 port, including virtualization software, Supporting Shared Computing PCI Card, No external power adapter,                      Access device mounted on rear side of TFT monitor.                      High quality Stereo Headset with large ear-cups with soft cushions with 80mW or greater output power compatible with PC, Laptop, Music systems.</p>
3.	<b>3000 VA UPS Line Interactive</b>	<p>Tritronics Make 3KVA Line Interactive with battery Backup time Minimum 150 minutes (On Full Load)</p> <ul style="list-style-type: none"> <li>• Microprocessor controlled with synchronous transfer from Mains to inverter and vice versa with Intelligent RS – 232 Communication Interface</li> <li>• Power factor: 0.60</li> <li>• Input Voltage Range – 120 to 280 AC, Single phase</li> <li>• Input Frequency – 47 to 53 Hz</li> <li>• Output Voltage – 195 to 255 V AC using Automatic Voltage Regulator (AVR)</li> <li>• Output Power rating – 3000 VA (Capable to handle atleast 3 computers and 30 * 18.5 " LCD monitor)</li> <li>• Isolation built-in</li> <li>• Output waveform                             <ul style="list-style-type: none"> <li>○ Mains mode: Same as input supply</li> </ul> </li> </ul>

Sr.	Item Description	Detailed technical configurations as per Tender
		<ul style="list-style-type: none"> <li>○ Battery mode: Sine Wave</li> <li>● Transfer rate – less than 5 milliseconds</li> <li>● Overload protection: UPS must have User Resettable Push Button Circuit breaker in the input and internal current limiting circuit for inverter output. Audio/ Visual indications should also be provided</li> <li>● Surge Suppressors: Inbuilt surge suppressor, EMI/ RFI Filters</li> <li>● LED Indicators: Mains Status, Battery Operation, Overload &amp; Charging &amp; Discharging.</li> <li>● The battery should recharge to 90% capacity within 8 Hours after complete discharge.</li> <li>● Battery Type – Sealed Lead Acid Maintenance Free Battery make – EXIDE, PANASONIC, Global &amp; YUASA, OKAYA, CSB, AMAR RAJA or APC</li> </ul> <p><b>Provided</b> 42AH(12V)*8Nos.=4032VAH) or 70AH(12V)*4=3360VAH</p> <ul style="list-style-type: none"> <li>● Backup time – Minimum 150 minutes on full load</li> <li>● Battery Cabinet – Batteries should be housed in a Cabinet</li> <li>● Battery quantity- THSP to supply quantities of battery that should be sufficient enough to give backup time of 150 minutes or more on full load.</li> </ul> <p>UPS software – Compatible with operating systems for real time monitoring of all vital parameters such as Input Voltage, Output Voltage, Output Load, Battery Voltage and Battery Backup time. Automatic File saving and systematic shutdown of computer in case of prolonged mains failure prior to UPS tripping due to exhausted batteries. The battery should be protected from deep discharging.</p>
4.	<b>5 KVA Automatic Voltage Stabilizer</b>	<p>Tritronics Make 5KVA To be placed before 3 KVA Line Interactive UPS</p> <ul style="list-style-type: none"> <li>● The stabilizer consists of a multiple tap auto transformer and solid state control circuit</li> <li>● Provision of time delay after startup, under voltage cut of and over voltages cut of conditions</li> <li>● In case time delay is not required, then the stabilizer can be switched on by pressing the instant Start push button provided on the front side</li> <li>● Provision of status LED's for input ON, input On equal voltage (low) and input voltage (High) on the front side.</li> <li>● Certified ISO 9001 <ul style="list-style-type: none"> <li>○ Input Voltage : 120V to 280V Ac</li> <li>○ Output voltage : 225V ± 12% AC;</li> <li>○ Output current : 14 Amp</li> <li>○ Front Panel Board : Display Meters should be provided for Input and Output Voltage and current</li> <li>○ Under voltage output : 140V</li> <li>○ Over voltage output : 280V</li> <li>○ Time Delay : 60 Seconds (Approximately)</li> </ul> </li> </ul>
5.	LAN Patch Cords	CAT 6 cable Upto 10 meter each to connect the Shared ( Dummy ) Computer to Main Computer

**Annexure 'B'**

**Battery replacement specifications for Project:-A:**

- Battery Type – Sealed Lead Acid Maintenance Free with quality standards: ISO 9001, ISO 14001, QS9000.
- Battery makes – Reputed & Reliable brands like Exide, Panasonic, and Quanta / Amar raja and must be compatible with UPS OEM.
- Battery brand should be embossing on container of batteries.
- Batteries should be with PPCB (Poly Propylene Co Polymer) container.
- HMSP should provide ETDC (Electronics Test & Development Centre) test reports to ensure quality of battery.
- The battery should recharge to 90% capacity within 8 Hours after complete discharge.

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

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

S. No	Requirement	Document required	Compliance (Yes/No)	Page No.
1	Bid Proposal sheet duly filled in, signed and complete in all respects.	<b>Performa 'III'</b>		
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.	<b>Performa 'IV'</b>		
3	Power of attorney (if any) in the name of the person(s) authorized by the bidder to sign bid documents.	<b>Performa 'V'</b>		
4	The Bidder must submit Earnest Money Deposit (EMD) as mentioned in the Document Control Sheet through e-payment mode only, failing to which the bid will be rejected.	Attach Proof		
5	The Bidder must submit Tender Cost as mentioned in the Document Control Sheet through e-payment 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	Certifications The Bidder should be ISO 9000/9001:2008 certified.	Copy of certification, which is valid on date of submission.		
8	Bidder should have been operating profitably for the last three financial years as on 31 <sup>st</sup> March 2017.	certificate from the practicing fellow member of Institute of Chartered Accountant of India(FCA)		

9	The bidder must have an average annual turnover of Rs. 5 crore for Project A and Rs. 20 Crore for Project B for last 3 years as on 31/03/2017 from IT maintenance services.	Authentic certificate from the practising fellow member of Institute of Chartered Accountant of India (FCA) confirming the turnover. <b>(Performa 'VI')</b>		
10	The Bidder must have executed at least two similar projects worth Rs. 1 crore each for hardware maintenance support in Govt. Sector/ PSUs/ Banks in the last three years where each project should have covered more than 200 locations or more than 2000 desktop across the country.	Attach proof of certificates of running/completion satisfactorily of these projects from respective clients and also submit <b>Performa 'VII'</b>		
11	The Bidder must have minimum 20 employees on its rolls.	Certificate from HR Department		
12	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.	<b>Performa 'VIII'</b>		
13	The Bidder should have a fully functional office in Chandigarh/SAS Nagar. 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.		
14	The Bidder must have valid PAN and TAN issued by Income Tax Authorities, India.	Copy of PAN/TAN/GST & <b>Performa 'IX'</b>		
15	The bidder should registered with GST number and have a valid GST number.			
16	Bidder must submit papers on methodology for operation and maintenance (O&M) of hardware and software products during the contract period.	Copy of relevant document.		

**Performa 'II (A)'**  
**PRICE SCHEDULE for Project A**

**A1- Quote for Comprehensive Operation & Maintenance services in 486 Schools covered under ICT Phase-IV for three (3) Years.**

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 Computers (Server Computers) (HCL Make) (with N-computing card)	490			
2.	Shared (dummy) Computers (with N-computing device)	1960			
3.	Line interactive 1 KVA UPS with 2400 VAH(On full load) – 150 minutes battery backup (BPE Make)	490			
4.	2 KVA Stabilizer (To be placed before 1 KVA UPS)	490			
5.	Patch Cords (5 / 8 mtr.)	1960			
<b>Total Cost</b>					

**A2- Quote for Comprehensive Operation & Maintenance services in 746 Schools covered under ICT Phase-V for three (3) Years.**

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 Computers (Server Computers) (HCL Make) (with N-computing card)	653			
2.	Shared (dummy) Computers (with N-computing device)	2643			
3.	Personal Computers	559			
4.	Laser Printers	631			
5.	1 KVA Online UPS with 2400 VAH(On full load) – 150 minutes battery backup (Uniline Make)	794			
6.	Patch Cords (5 / 8 mtr.)	2643			
<b>Total Cost</b>					



**A3- Total Commercial Bid Value for 1232 schools**

<b>S.No</b>	<b>Price Schedule</b>	<b>Particulars</b>	<b>Value(INR)</b>
1.	A1	<b>Quote for Comprehensive Operation &amp; Maintenance services in 486 Schools covered under ICT Phase-IV for three (3) Years.</b>	
2.	A2	<b>Quote for Comprehensive Operation &amp; Maintenance services in 746 Schools covered under ICT Phase-V for three (3) Years.</b>	
3.	A3= (A1+A2)	<b>Total Commercial Bid Value for 1232 Schools for AMC of Phase-IV &amp; V.</b>	

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. Quote should be F.O.R destination.
3. No cost other than quoted above shall be claimed separately.
4. The necessary payment adjustment shall be done on unit rate & pro-rata basis.
5. The quantities mentioned above may vary.
6. Price bid will be evaluated on total commercial bid value for selecting L1 bidder.
7. 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".
8. 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
9. 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**

**Performa 'II (B)'  
PRICE SCHEDULE for Project B**

**Comprehensive Operation & Maintenance of 2983 Schools covered under PES for one (1) Year.**

S.No	Item Description	Qty per School	Total Qty	Unit Price (inclusive of all applicable taxes/duties)	Total Amount (inclusive all applicable taxes) (INR)
		A	B	C	C=B*A
1.	Desktop (Server) Computers	4	11932		
2.	Shared (dummy) Computers	20	59660		
3.	Line interactive 3 KVA UPS with 3120 VAH(On full load) – 150 minutes battery backup	1	2983		
4.	5 KVA Stabilizer (To be placed before 3 KVA UPS)	1	2983		
5.	LAN Patch Cords cat 6 10 meters each	20	59660		
<b>Total Commercial Bid Value for 2983 schools</b>					
<b>Replacement Cost of Battery under Buy back arrangement</b>					
6.	42AH(12V)	1			
7.	70AH(12V)	1			

**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.
- Quote should be F.O.R destination.
- 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 vary
- 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".
- 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
- 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.
- If additionally required by the client, the bidder shall replace all the batteries on the buyback rates mentioned above and the payment for the same will be made after successful installation of batteries,

**(Signature)/Seal**

**Performa 'III'**

**BID PROPOSAL SHEET**

Bidder's Proposal Reference No. & Date :

Bidder's Name & Address :

Person to be contacted :

Designation :

Telephone No. Fax No:

To:

**Director General School Education,  
5th Floor, Block- E, Vidya Bhawan, Phase-8,  
SAS Nagar.**

**Subject: Proposal for Operation and Maintenance (O&M) of existing IT infrastructure purchased under ICT/Edusat project.**

Dear Sir,

**1.0** I undersigned Bidder, having read and examined in detail the specifications and all bidding documents in respect of maintenance of hardware item do hereby propose to provide hardware maintenance services 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 In exceptional circumstances, the DGSE may solicit the bidder's consent for extension of the period of validity. The request and the response thereto shall be made in writing. Extension of validity period by the bidder should be unconditional. A bidder may refuse the request without forfeiting the Earnest Money Deposit. A bidder accepting the request will not be permitted to modify its Bid. The bid security shall also be suitably extended.

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

2.4 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 submitted the required earnest money through e-payment gateway. 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.

**8.0** 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.

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

**10.0** 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

**Performa 'IV'**

*(Bidders are required to submit on their letterhead)*

**PARTICULARS OF BIDDER**

Detail of Bidder			
Name			
Address			
Year of establishment			
Service facilities available for maintenance			
Availability of spare parts, components			
Annual turnover of the firm for the last 3 successive years			
Telephone		Fax	
E-mail			
Details of Authorized Person			
Name			
Address			
Telephone		Fax	
E-mail			

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** \_\_\_\_\_  
**Name** \_\_\_\_\_  
**Designation** \_\_\_\_\_  
**Address** \_\_\_\_\_  
**Company** \_\_\_\_\_  
**Date** \_\_\_\_\_

**Signature** \_\_\_\_\_  
**Name** \_\_\_\_\_  
**Designation** \_\_\_\_\_  
**Address** \_\_\_\_\_  
**Company** \_\_\_\_\_  
**Date** \_\_\_\_\_

**Company Seal**

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

**Performa 'V'**

**(To be filled Signed scanned and Uploaded in Pre Qualification of e-Tendering Portal) Special Power Of Attorney**

Know all me by these presents that we <<name of company>> incorporated in India under the Companies Act, 1956 and having its registered office at <<registered office address>> (India) (Hereinafter called the "Company") DOTH hereby nominate, constitute and appoint <<name of person in whose favour authority is being made under the attorney >>, <<Designation of the person>>, s/d/o <<father's name of the person>>, to be true and lawful attorney in fact and at law of the Company for and in the name and on behalf of the Company, to do, execute and perform all or any of the following acts, deeds, matters and things namely:-

1. To appear for and represent the Company to all intents and purposes in connection with the matters pertaining to signing and submission of tender no. DGSE/2017-18/9 for selection of HMSP for <<project name>> and all affairs ancillary or incidental thereto.

2. AND the Company hereby agree that all acts, deeds and things lawfully done by the said attorney shall be construed as acts, deeds and things done by the Company itself on the above matter and the Company hereby undertakes to ratify and confirm all and whatever its attorney shall lawfully do or cause to be done for and on behalf of the Company by virtue of the powers hereby given.

In witness whereof <<name of person authorized to execute the attorney on behalf of Company>>, <<Designation of the person>> of the Company acting for and on behalf of the Company under the authority conferred by the <<reference of body/ notification/ authority orders like Board of Directors of the Company>> in its <<reference/ number/ meeting held on>> dated <<date of reference>> has signed this Power of Attorney at <<place>> on this day of <<day>><<month>>, <<year>>.

The signatures of <<name of person in whose favour authority is being made under the attorney >> given below are hereby certified.

<<signature, name & designation of person executing attorney and name of company>>

WITNESS:

<<signature, name & designation of person witness to this attorney>>

<<signature & name of the person in whose favour authority is being made under the attorney >>

CERTIFIED:

<<signature, name & designation of person executing attorney and name of company>>

**Performa 'VI'**

**To be filled, Signed, scanned on the letterhead of the Chartered Accountant and  
Uploaded in Pre Qualification of e-Tendering Portal**

**(Turnover of Bidder)**

<b>S.no</b>	<b>Financial Year (FY)</b>	<b>Turnover of bidder in the last three financial years 2014-15, 2015-16 and 2016-17 (in INR)</b>
<b>1</b>	FY 2014 – 15	
<b>2</b>	FY 2015 – 16	
<b>3</b>	FY 2016 – 17	

I hereby declare that the above information is true to best of my knowledge.

**(Name & Signature of CA)**

**Date:**

**Place:**

**Performa 'VII'**

***Prior Experience***

*Using the format below, provide information in respect of work done of similar nature executed by the company*

<b>S.No</b>	<b>Particulars</b>	<b>Details of first supply Order</b>	<b>Details of Second supply Order</b>
	Details of client along with address, telephone		
	Contract no. & date		
	Order Value(Rs. Lacs)		
	Work / Job description		
	Date of order issued		
	Date of completion		

I hereby declare that the above information is true to best of my knowledge.

**(Signature of Authorized person)**

**Date:**

**Place:**



**Performa 'VIII'**

***Affidavit of Self Declaration***

*(Bidders are required to submit the declaration on their letterhead)*

**To,  
Director General School Education,  
5<sup>th</sup> Floor, Block-E, Vidya Bhawan,  
Phase-8, SAS Nagar.**

**Sub: Declaration for not being ineligible due to corrupt or fraudulent practices or blacklisted by any Government or Public Sector Units in India.**

Dear Sir,

I (Name of the official.....) (Designation.....) hereby declare that my company has not been blacklisted /banned by any Government / Semi Government organizations for any reason. 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**

**Performa 'IX'**

**To be filled, Signed scanned and Uploaded in Pre Qualification of e-Tendering Portal**

**(PAN, GST registration number)**

Using the format below, provide information in respect of PAN, GST Registration of the company

<b>S.No</b>	<b>Particulars</b>	<b>Details</b>	<b>Proof of documents attached (Yes / No)</b>
	PAN number		
	TAN Number		
	GST		

I hereby declare that the above information is true to best of my knowledge.

**(Signature of Authorized person)**

**Date:**

**Place:**

**Annexure 'C'**

**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/Edusat Labs under the two categories from the date of lodging of a complaint:

<b>No. of working days</b>	<b>Penalty amount for Critical Equipment (*)</b>	<b>No. of working days</b>	<b>Penalty amount for Non-Critical Equipment (**)</b>
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 – Desktop Computer system (used as Server), n-computing card, UPS including batteries, Stabilizer.

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

ALL items related to – Personal Computer system, Shared/Dummy Computer, LAN including cabling & Switch.

**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: -.**

After 25 working days, if the rectification does not take place, the Principal of the concerned School where 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 Labs will submit request to the DGSE 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 HMSP. 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 10% or labs, then the contract shall be terminated at the risk and cost of the HMSP without any notice to HMSP.