

BID NO: DGSE/2017-18/18

**Punjab ICT Education Society (PICTES)**

**Request for Proposal (RFP)**

**for**

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

***For supply, installation and maintenance of I.T. Infrastructure (PCs, Networking, and Uninterrupted Power Supply etc.) in 2045 Government Schools across the State of Punjab***

***Under***

***“Information and Communication Technology (ICT) Education Project”***

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PUNJAB ICT EDUCATION SOCIETY  
O/o Director General School Education

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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 “PICTES” means Punjab ICT Education Society.
- “Department” or “DSE” means Department of School Education.
- "Contract/Agreement/Contract Agreement" means the agreement to be signed between the successful bidder and Punjab ICT Education Society.
- “Bidder” or “Bidder” means firm / company / business entity who submits bid in response to this tender.
- “THSP” means Turnkey Hardware and Service Provider with whom the client signs the agreement.
- "OEM" means Original Equipment Manufacturer
- “Tender evaluation committee/committee” means the committee constituted by DSE and/or PICTES for evaluation of bids.
- "Acceptance certificate" means on successful completion of acceptability test, receipt of deliverables etc., and after the client is satisfied with the working of the entire set up, the acceptance certificate will be issued. The date on which such certificate is signed shall be deemed to be the date of start of the contract.
- "IT infrastructure/ hardware items/ items/ equipments" means the items as specified in **Annexure A**
- “Contract” means the contract entered into by the parties with the Client for maintenance of hardware with the entire documentation specified in the tender.
- “State” means State of Punjab.
- “GCC” mean General Contract Conditions.
- “Proposals” or “Bids” means proposal or bid submitted by bidders in response to this tender issued by the Client for selection of THSP.
- “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 Period” means Five-year period of contract.
- "SLA" means Service Level Agreement
- "DEO" means District Education Officer.
- “**Last Three Financial Years**” means FY 2014-15, 2015-16 & 2016-17.

**Document Control Sheet**

S.No.	Particular	Details
1.	Document Reference Number	<b>BID NO: DGSE/2017-18/18</b>
2.	Start date & time of sale of tender (Only available in downloadable form at website mentioned)	4 <sup>th</sup> October 2017 at 0900hrs onwards
3.	Last Date and Time for submission of Queries	9 <sup>th</sup> October 2017 till 1600 hrs
4.	Date and Time for Pre-Bid Meeting	10 <sup>th</sup> October 2017 at 1100 hrs
5.	Last date and time for submission of bids	31 <sup>st</sup> October 2017 till 1700hrs
6.	Date and time of opening of Pre-Qualification bids	1 <sup>st</sup> November 2017 till 1100hrs
7.	Date and time for opening of Technical bids	2 <sup>nd</sup> November 2017 at 1100hrs
8.	Date of Opening of Commercial bids	3 <sup>rd</sup> November 2017 at 1500hrs
9.	Address for Communication	PUNJAB ICT EDUCATION SOCIETY, O/o Director General School Education, 5th Floor, Vidya Bhawan, E-Block Phase-8, S.A.S. Nagar (Mohali) Contact No. – 0172-5212328, 5212311 Email: <a href="mailto:hoicttech@gmail.com">hoicttech@gmail.com</a>
10.	Location of tender document	Tender document can be downloaded from the website <a href="https://etender.punjabgovt.gov.in">https://etender.punjabgovt.gov.in</a> & <a href="http://www.ssapunjab.org">www.ssapunjab.org</a>
11.	Cost of RFP document & Mode of Payment	Rs.10,000/- (Rs. Ten Thousand Only) through online mode.
12.	Earnest Money Deposit (EMD) through online mode	Rs.50,00,000/- (Rs. Fifty Lakh Only)
13.	Contact details	Email: <a href="mailto:hoicttech@gmail.com">hoicttech@gmail.com</a>
14.	Website for RFP Reference	<a href="https://etender.punjabgovt.gov.in">https://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 Bidders shall have to get themselves registered with <https://etender.punjabgovt.gov.in> and get user ID and Password. Class-3 Digital Signature is mandatory to participate in the e-tendering process. For any clarification/difficulty regarding e-tendering process, please contact on 9257209340/ 8045628821/0172-3934667.

**CONDITIONS:**

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

**Note: -**

The prospective bidders have the option to download the tender document from [www.etender.punjabgovt.gov.in](http://www.etender.punjabgovt.gov.in). They have to pay non-refundable fee of **Rs.10,000/- (Ten Thousand only)** and Processing Fees through online mode only (**IPG/ Net Banking**). The payments of Tender form fee and EMD through online mode should be submitted before last date & time (as per document control sheet) failing to which bid of respective bidders would not be opened.

If cost of the Tender Document & requisite 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**

## **Section 1: Invitation of Bid**

### **1.1 Introduction**

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

### **1.2 Invitation**

- a) Through this RFP, PICTES invites responses ("Tenders") from eligible and reputed Turnkey Hardware and Service Providers ("Bidders") for the Supply, installation and maintenance of IT equipment and peripherals 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 meeting the eligibility criteria as mentioned in this RFP Document.
- c) PICTES 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.
- d) 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.
- e) 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.

- f) PICTES, at its discretion, extend the date for submission of Bids. In such a case all rights and obligations of the Society 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 & www.ssapunjab.org portal.
- g) Cover bids are not permitted.

## **Section 2: Instruction to Bidders and General Contract Conditions**

### **2.1 Information & Instructions for e-Tendering**

- a) For participation in this tender, prospective bidders are required to ensure their registration on the e-tendering portal. The intending bidder will require valid Class-III digital signature certificates for submitting their bids. (Bidders may avail training for online tendering as per instructions available on the website).
- b) Bidders shall submit their bids online through the portal only. Bids will not be accepted by any other mode.
- c) Documents must be scanned and uploaded to the e-tendering website within the period of tender submission.
- d) Tender documents shall be opened only for those bidders, whose Earnest Money Deposit, Cost of Tender Document and Tender Processing Fee are found in order.

### **2.2 General Bid Conditions**

- a) This invitation to the Bidders is for selecting the Turnkey Hardware and Service Provider (THSP) for 5-year Supply, Installation, and Operation & Maintenance Contract.
- 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 website <http://e-tender.punjabgovt.gov.in>.
- 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) PICTES reserves the right to reject or accept or withdraw the tender in full or part without assigning any reasons thereof and revising quantity as per requirement of department. No dispute of any kind can be raised against the rights of PICTES in any court of law or elsewhere. The bidder will accept all conditions of the Bid Document unconditionally or depending upon the decisions of the Tender Evaluation committee. Conditional bid shall be rejected straight way.
- 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 sever.
- i) PICTES may, at its own discretion, extend the date for submission of bids. In such case all rights and obligations of the PICTES. Previously fixed deadline shall deemed to be the extended with same terms & conditions applicable.
- j) This Tender Document does not constitute an offer by PICTES. The bidder's participation in this process may result in PICTES selecting the bidder to engage towards execution of the contract.
- k) PICTES reserves the right to increase/decrease the quantity of hardware/no. of schools or cancel the whole contract at any time during the contract period. The THSP shall have no right to challenge such decision on any forum/court what so sever
- l) PICTES 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.

### **2.3 Validity of Bids**

- a) Bids shall remain valid for a period of 120 (One hundred and twenty) days (including holidays) from the date of opening of Commercial Bid. The PICTES reserves right to reject a bid valid for a shorter period as non- responsive and invalid.
- b) Prior to the expiration of the validity period, PICTES will notify the successful bidder in writing or by fax or email, that its bid has been accepted. In case the tendering process is not completed within the stipulated period, PICTES 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.

### **2.4 Right to Terminate the Process**

The PICTES reserves the right to annul the Tender process, or to accept or reject any or all the Bids in whole or part at any time without assigning any

reasons and without incurring any liability to the affected bidder(s) or any obligation to inform the affected bidder(s) about the grounds for such decision.

**2.5 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) or alteration shall be allowed with the bid. Bidders must ensure that pre-bid meeting is attended by their concerned authorized persons so that all clarifications and assumptions are clarified before bid submission

**2.6 Pre Bid Meeting & Clarifications**

- a) PICTES 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) " 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 PICTES.

**2.7 Clarification and Amendments of Bid Document**

- a) At any time up to the last date for receipt of bids, PICTES may for any reason, whether at his own initiative or in response to a clarification requested by a prospective Bidder, modify the Bid Document by an amendment/necessary submission.
- 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.

## **2.8 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.

## **2.9 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. Tender without requisite EMD shall be rejected straight way.
- c) EMD of all unsuccessful bidders would be released by PICTES after award of contract to the successful bidder. EMD of the successful bidder will be released after the submission of Performance Bank Guarantee (PBG) & signing of Contract.
- 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 PICTES in respect of other tender/ Tender Document/ RFP/ Expression of Interest etc. awaiting approval or rejected or on account of contracts being completed, will not be adjusted towards EMD for this Tender Document.
- 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.

## **2.10 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 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 PICTES to facilitate the evaluation process, in negotiating a definitive THSP and all such activities related to the bid process. PICTES will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- 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 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.

### **2.11 Disqualifications**

PICTES 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(s).
- 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 than prescribed.
  - m) Any non-adherence/ non-compliance to applicable Tender Document content.

**2.12 Eligibility Criteria**

S.No	Requirement
1	The bidder shall be an original equipment manufacturer (OEM) or an authorized distributor or dealer of the OEM for all the items.
2	Bidder should be registered either under Companies Act, 1956 or Partnership firm or Sole proprietor. The bidder should be in similar line of business for past Five (5) years.
3	The Bidder should be ISO 9001:2008 certified.
4	Bidder should have been operating profitably for the last three financial years as on 31 <sup>st</sup> March 2017.
5	The bidder must have an average annual turnover of Rs. 50 crore for last 3 financial years as on 31/03/2017 from supply, installation & maintenance services of IT products.
6	The average turnover of OEM of quoted products – Computers & UPS, must be Rs. 500 crore, Rs. 50 crore respectively in last three years as on 31/03/2017. In case of shared computing device, OEM should have sold more than 2 Lakh devices in last three years as on 31/03/2017.
7	The Bidder must have executed at least two similar projects worth Rs. 5 crore each for hardware supply, installation, maintenance in Govt. Sector/ PSUs/ Banks in the last three years. Please attach at least 2-purchase order/ supply order copies along with installation report/completion certificate of these orders duly signed by concerned department.
8	The Bidder must have minimum 50 employees on its rolls.
9	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.

10	The Bidder should have a fully functional office in Chandigarh/Mohali. If not, the selected bidder shall open its office within one month from the award of contract.
11	The Bidder must have valid PAN&TAN issued by Income Tax Authorities, India.
12	The bidder should registered with GST number and have a valid GST number.

### **2.13 Submission of Bids**

Bidders shall submit their bids as per checklist specified in **Performa 1, 2 & 3** through e-Tendering website on or before the last date and time for submission of bids as per Document control sheet. Bids are to be submitted online and in three parts:

- (i) Pre-qualification
- (ii) Technical Bid
- (iii) Commercial Bid

### **2.14 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.

### **2.15 Evaluation of Bids**

Bids will be opened as per the schedule mentioned at Document Control Sheet. Evaluation Committee will evaluate the Proposals submitted by Bidders for a detailed scrutiny. Subject to terms mentioned in the tender, a three-stage process, as explained below, will be adopted for evaluation of proposals submitted by the specified date and time. Evaluation Committee may, at its discretion, call for additional information from the bidder(s) at any stage of evaluation. Such information has to be supplied within the set out time frame, otherwise Evaluation Committee is at a discretion to reject/ accept/ extend the date for receiving such information. Seeking clarifications cannot be treated as acceptance of the proposal. Evaluation committee may waive any minor informality, non-conformity or irregularity in bid which does not constitute material deviation, provided such waiver does not affect the relative ranking of bidder.

**2.15.1 Pre-qualification Bid**

- a) Bidders shall submit the Technical Bid as per bid formats **(Performa 1)**
- b) Preliminary Scrutiny: Preliminary scrutiny of the bid for eligibility will be done to determine whether the bids are in order and complete, whether the documents have been properly signed, whether any computational errors have been made. Proposals not conforming to such preliminary requirements are subject to being rejected.
- c) Conformance to eligibility criteria: Proposal responses conforming to preliminary scrutiny requirements will be checked for conformance to the eligibility criteria stated above and Non-conforming proposals will be rejected.
- d) Pre-Qualification bids will be opened on the prescribed date and time.

**2.15.2 Technical Bid**

- a) Bidders shall submit the Technical Bid as per bid formats **(Performa 2)**
- b) Technical Bids of only those Bidders will be opened who qualify the Pre-Qualification.
- c) Technical bid would be examined by the Tender Committee on the basis of responsiveness to documents (like product literature, Compliance sheets, Data sheets, any other information) submitted as part of the technical bid.
- d) Technical bid evaluation would be done by the Tender Committee after considering the compliance to technical specifications and certifications submitted by bidders
- e) Bidders shall ensure that only one make / brand is to be quoted for each items as per **Performa 12**. In case any of the items of the list is found quoted with more than one brand, the bid shall be out rightly rejected. Also word such as equivalent / reputed make / not applicable etc. will lead to rejection of bid.
- f) Bidders may be asked to provide a presentation on their organization's capabilities to execute the project.
- g) Only those bidders shall qualify technical bid who comply with all the technical specifications mentioned in **Annexure A**.

**2.15.3 Commercial Bid**

- a) Commercial Bids of only those Bidders will be opened who qualify the Pre-Qualification & technical bid
- b) Bidders shall submit the commercial bid as per bid formats **(Performa 3)**
- c) If there is no price quoted for certain material or service, the bid shall be declared as disqualified.
- d) The prices shall be in Indian Rupees (F.O.R destination) and should be all inclusive of Taxes, GST, duties Transportation, Transit Insurance, Out of Pocket Expenses (OPE) and license fees.

- e) 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
- f) Prices quoted by bidder shall be fixed during bidder's performance of the contract, but will be subject to variation as mentioned in clause 2.44. A bid submitted with adjustable price quotation shall be treated as non-responsive and hence will be rejected.
- g) If there is discrepancy in 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. Moreover, if there is any discrepancy between words and figures, the amount in words will prevail.
- h) If the bidder does not accept the correction of error(s) as specified above, its bid will be rejected. Moreover, any conditional bid would be rejected.
- i) Least cost commercial proposal will be designated as L1. In case, there are two or more bidders having the same 'L1' price in the Commercial bid then those bidders having same L1 will be asked to re-submit commercial bid in sealed envelope within specified time period, which shall be communicated to bidders.

#### **2.16 Award of Contract**

- a) PICTES will issue LOI (Letter of Intent) to L1 bidder in writing. There will be no negotiations. The L1 bidder shall submit acceptance to the society within 7 days of the issue of LOI.
- b) PICTES reserves the right to award the work to L2 bidder in case the L1 bidder is unable to accept the order due to unsuccessful pre-delivery inspection of the items to be supplied. In such case, the EMD and PBG of the L1 bidder are liable to be forfeited.
- c) Wilful violation of the bid process by the selected bidder shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security (EMD), in which event the client may choose to award the work to another bidder or call for fresh bids. In such a scenario PICTES may blacklist the concerned bidder for participation in state government projects.

#### **2.17 Signing of Contract**

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

#### **2.18 Contract Period**

The total final contract period shall be for Five (5) years from time of final



acceptance certificate given by PICTES after successful installation & commissioning of hardware. In case of any delay in the project not attributable to the Service provider, or extension of project beyond contract period, the THSP has to provide the services as per the unit rates quoted in commercial bid submitted.

### **2.19 Delivery and Installation**

- a) All items shall be delivered, installed & commissioned successfully at nominated locations within ninety (90) days (including non-working days) from the date of signing of contract agreement or within thirty (30) days from the date the site is ready, whichever is later.
- b) The bidder will test all hardware operations and accomplish all adjustments for successful and continuous operation of equipment.
- c) Defective/ Partial/ Incomplete items will be treated as undelivered items.
- d) If there is delay in delivery due to any kind of inadequacy on part of bidder, penalty may be imposed on bidder as defined in **liquidated damages clause at 2.28**.
- e) Upon successful delivery, installation & commissioning of all items / equipments at user site, the bidder shall submit following documents :
  - (i) Two copies of bidder invoice showing items description, quantity, unit price and total amount.
  - (ii) Installation report of all items duly signed & stamped by respective head of the school as well as by concerned District Education officer (S.E) of the Department where the equipment is delivered and installed, specifying the date of installation as a proof of completion.
  - (iii) School wise Serial Numbers of IT equipment delivered.
  - (iv) One copy of installation report of items duly signed and stamped by respective head of schools should be submitted in the concerned District Education Officer (S.E) office.
- f) PICTES shall not be responsible for any postal delays about non-receipt/ non-delivery of the documents.

### **2.20 Inspection / Benchmarking**

**Pre-Delivery-** PICTES or its nominated agency will carry out pre-dispatch inspection of all the equipments at factory/storage on a sample basis. Bidder shall inform their readiness for the inspection at least 7 days in advance. Inspection of the equipments to be supplied will be carried out at Bidder's factory/site located in India only. The costs of inspection such as travel, lodging and boarding of the PICTES's Staff / Agency should be borne by the vendor. The team will generally consist of up to five (5) officials.

**Post Delivery-** PICTES will also carry out inspection/benchmarking of installed hardware in schools on random basis at anytime & any number of machines during the contract period of five years.

### **2.21 Performance Bank Guarantee (PBG)**

- a) The successful bidder will furnish Performance Bank Guarantee in accordance with the conditions of contract within 15 working days from the notification of award i.e LOI, for a value equivalent to 10% of the total cost of Contract.
- b) PBG shall remain valid for a period of ninety (90) 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 PICTES at its discretion, may cancel the award of contract to the successful bidder without giving any notice.
- d) PICTES shall forfeit the PBG in the following cases:
  - When the terms and conditions of contract are breached/ infringed
  - When contract is terminated due to non-performance of the Service provider
  - Notice of reasonable time will be given in case of forfeiture of PBG. The decision of PICTES in this regard shall be final.

### **2.22 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 PICTES or its personnel in contract executions.
  - "Fraudulent practice" means a misrepresentation of facts, in order to influence a selection process or the execution of a contract, and includes collusive practice among bidders (prior to or after Bid submission) designed to establish Bid prices at artificially high or non competitive levels and to deprive the PICTES of the benefits of free and open competition.
  - "Unfair trade practice" means supply of services different from

What is ordered on, or change in the Scope of Work given in Tender Document.

- “Coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or execution of contract.
- c) PICTES will reject a bid for award, if it determines that the Bidder recommended for award, has been determined to having been engaged in corrupt, fraudulent or unfair trade practices, PICTES will declare a bidder ineligible, either indefinitely or for a stated period of time, for award of contract, if bidder is found to be engaged in corrupt, fraudulent and unfair trade practice in competing for, or in executing, the contract at any point of time.
- 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**.

### **2.23 Intellectual Property Rights**

No services covered under the Contract shall be sold or disposed by the Bidder in violation of any right whatsoever of third party, and in particular, but without prejudice to the generality of the foregoing, of any patent right, trademark or similar right, or any charge mortgage or lien. The Vendor shall indemnify the Corporation from all actions, costs, claims, demands, expenses and liabilities, whatsoever, resulting from any actual or alleged infringement as aforesaid and at the expenses of the Vendor, the Corporation shall be defended in the defense of such proceedings.

### **2.24 Standard of Performance**

- a) Turnkey Hardware and Service Provider (THSP) shall carry out the O&M services under the contract with due diligence, efficiency in accordance with generally accepted norms techniques and practices used in the industry.
- b) It shall employ appropriate advanced technology and safe and effective equipment, machinery, material and methods. THSP shall always act in respect of any matter relating to this contract, as faithful advisors to the client and shall, at all times, support and safeguard the clients legitimate interests in any dealings with the third party.

### **2.25 Terms and Conditions for Performance**

- a) Bidder shall be responsible for comprehensive & on-site operation & maintenance of all equipments under the contract, for a period of 5 years. On-site comprehensive maintenance will include whole of the infrastructure

- viz. Hardware, UPS, system software, and networking (excluding nothing) etc. during 5-year contract period.
- b) THSP must provide maintenance services from reasonable distance from Government School.
  - c) THSP 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 THSP from the new service provider/school and to be produced along with the final claim/release of PBG of the contract.
  - d) The equipment parts replaced must be new and equivalent or higher in performance of existing parts, failing which penalties will be levied as per SLA.
  - e) The THSP would have to install and maintain any system software products procured by the society during the contract period of five years.
  - f) THSP must maintain the equipment for smooth operations during the contract of Five (5) years 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 THSP, 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 THSP while conducting repairs or its maintenance/ performing his duty under the award of contract, then it would be the responsibility of the THSP to replace the equipment without any additional costs within such period and in such manner that it would not affect the functioning of the School.
  - j) THSP 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 THSP. PICTES shall bear all the charges for such shifting and the THSP should be responsible for reinstallation of hardware.
  - l) THSP should provide the details of support centres, engineers and other relevant of service facilities to the users at various levels.
  - m) THSP must keep spare parts with same or better specifications till the time the original part/component if repaired or replaced. The faulty parts arising out of replacements shall be the THSP's property.
  - n) In case of failure on part of the THSP with regard to such services, bank guarantee if any will be forfeited. The THSP shall be given maximum of two

opportunities of 30 days each to improve his service level and meet the obligations as per the contract.

- o) THSP shall arrange all infrastructure/additional equipment in order to provide any service under the contract.
- p) THSP 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 45:1. However, THSP 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.

### **2.26 Helpdesk**

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

### **2.27 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 bidder are not upto the mark or as per the terms & conditions of the agreement, department reserve the right to cancel the contract or/and forfeiture of earnest money/ Performance Bank Guarantee or/and blacklisting the selected bidder from any subsequent bidding participation in the Department of Education, Government of Punjab.
  - **Installation:** In case of delay, the THSP will be liable to pay penalty and **liquidated damages as per para 2.28 below.**
  - **Operation & Maintenance:** - 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/online.
- b) PICTES reserves its right to recover the amounts on account of penalties by any mode such as; revoking PBG or, adjusting from any payments to be made by the Corporation to the bidder. The vendor will also have a choice of depositing the amount due towards him on account of penalties by cash / cheque / draft / OTC / NEFT in favor of PICTES in which case penalties shall not be recovered by any other means.
- c) Any penalty due during contract period will be adjusted against the half yearly payments. In case, the penalty is more than the half yearly payment,

the penalty needs to be deposited by THSP within 21 days of date of intimation of the penalty

- d) 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.

## **2.28 Liquidated Damages**

In the event of delay in the supply and installation, specified above, the bidder shall be liable to pay a penalty @ Rs. 5000/ per school for every week or part thereof for the delay in that School. For the purpose of this clause, part of a week shall be considered to be a full week.

After a period of 4 weeks, liquidated damages will be charged as per the following:-

- Notwithstanding the PICTES right to cancel the order, penalty for late delivery @0.5%of the total contract value will be charged for every week (or part of a week) delay in the specified delivery schedule subject to a maximum of 5% (Five percent) of the order value which may further lead to termination of contract after 8 weeks & revoking of PBG. The PICTES can go for r-tendering at risk & cost of defaulting party . The penalty so calculated shall be deducted from the payment to be made to the vendor.

## **2.29 Schedule of Payment**

- a) 25% of total contract value will be released after successful delivery all the IT equipment/ items at all the locations subject to submission of required documents.
- b) 25% of total contract value will be released after successful installation, commissioning and benchmarking of all the IT equipment/ items at all the locations subject to submission of required documents.
- c) 12.5% of total contract value will be released after 6 months from the start of contract i.e six months from the date of final acceptance given by PICTES.
- d) The remaining 37.5% of total contract value will be released in 15 equal installments after every four months during the contract period. The first four monthly payment would be due after four months from the date of start of contract. Subsequent installments will be released after every four months from the date previous installment was due
- e) Any payments shall be made as per actual on pro-rata basis after adjusting penalties (if any) as applicable. Penalty for not meeting SLA requirements during contract period may be recovered from Performance Bank Guarantee (PBG) as and when required.

**2.30 Taxes and Duties**

The bidder shall be entirely responsible for all taxes including GST, 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 Customer.

**2.31 Insurance**

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

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

**2.32 Limitation of Liability**

The maximum aggregate liability of successful bidder shall not exceed the total order value.

**2.33 Use of Contract Documents and Information**

- a) The THSP shall not, without the client's prior written consent, disclose the contract or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of client in connection therewith to any person other than a person employed by the THSP in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
- b) The THSP 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 THSP's performance under the contract if so required by the client.

**2.34 Termination for Default**

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

- The THSP fails to deliver any or all of the obligations within the time

period(s) specified in the contract or any extension thereof granted by the client.

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

### **2.35 Termination for Insolvency**

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

### **2.36 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 bidder 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.

### **2.37 Suspension**

The client may by a written notice of suspension to the THSP, suspend all payments to the THSP under the contract, if the THSP failed to perform any of its obligations under this contract, (including the carrying out of the services) provided that such notice of suspension:

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

### **2.38 THSP's Service Support Personnel**

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

### **2.39 THSP Project Manager**

The THSP 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.



**2.40 Documents Prepared by the THSP to be the Property of the Client**

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

**2.41 Confidentiality**

The THSP and its personnel shall not, either during the term 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.

**2.42 Force Majeure**

- a) Notwithstanding the provisions of the tender, the THSP shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, it's delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.
- b) For purposes of this Clause, "Force Majeure" means an event beyond the control of the THSP and not involving the THSP and not involving the THSP fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the client either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- c) If a Force Majeure situation arises, the THSP shall promptly notify the client in writing of such conditions and the cause thereof. Unless otherwise directed by the client in writing, the THSP shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. The client may terminate this contract, by giving a written notice of minimum 30 days to the THSP, if as a result of Force Majeure, the THSP being unable to perform a material portion of the services for a period of more than 60 days.

**2.43 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.

**2.44 Price fall**

- a) The bidder shall submit an undertaking that the prices charged for the items/ Services supplied under the contract by the bidder shall in no event exceed the lowest price at which the bidder sells the items or offers to sell items of identical description to any 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.
- b) If, at any time during “the term” the bidder reduces the sale price, sells, or offers to sell such items to any person/organization including the purchaser or any Department of State or Central Government or any statutory Undertaking of the Central or State Government as the case may be, at a price lower than the price chargeable under the contract, the Bidder shall forthwith notify such reduction, or sale or offer to sell to the purchaser and the price payable under the contract for the supply of material after the date of coming into force of such reduction or sale or offer to sell shall stand correspondingly reduced in case of a subsequent reorder of the product.

**2.45 Arbitration**

In case of dispute arising out of this agreement, 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.

**2.46 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 THSP shall be responsible for managing the activities of his personnel, and shall hold itself responsible for any misdemeanors.
- c) The THSP may deliver the services through first level sub contracting to his Authorized Service Provider specialized in case of UPS, Printer, Monitor. However, the THSP 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(s) as per the provisions of the Arbitration Act. Such arbitration shall be held at Chandigarh/Mohali.
- e) In all matters and disputes arising there under, the appropriate Courts at Chandigarh/Mohali alone shall have jurisdiction to entertain and try them.
- f) The THSP 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 PICTES head office.

**Section 3: Scope of Work**

**3.1 Introduction**

This section provides details on broad features and services to be provided by the selected Bidder to supply install and maintain IT equipment for Govt. Schools

**3.2 Scope of Work**

Punjab ICT Education Society intends to provide new Computer hardware in Computer Labs in 2045 schools (Selected schools of ICT Phase-I, II & III) in various rural and urban locations in Punjab under CAL Scheme.

Accordingly, online bids are invited from the reputed National and/ or International Companies for supply, installation and maintenance of IT infrastructure and Resources mentioned below **in 2045-selected Government schools.**

The Turnkey Hardware & Service Provider (THSP) would be responsible for carrying out the following tasks during the lease period of five years as per the terms & conditions of the RFP:

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

<b>Sr. No.</b>	<b>Item Description</b>	<b>Total Quantity</b>
1.	Desktop cum Server Computer	2216
2.	Shared cum Client Computers	13296
3.	1 KVA Online UPS- 60 minutes battery backup	2009
4.	2 KVA Online UPS- 60 minutes battery backup	36
5.	8-Port Ethernet Switch & Networking	2009
6.	16-Port Ethernet Switch & Networking	36

- b) Keep the infrastructure including Hardware, software, networking
  - o Operations and Management (O & M) of all hardware and system/application software products as per the term & conditions of the RFP.
  - o 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.
  - o Keeping stock of required spares of hardware items at appropriate locations in the State for quick response time

- c) Provide support & services for all other components of the System (excluding nothing) like Power Systems, Printers, Networking, and System Software & Services etc as defined in RFP.
- d) **Battery Replacement-** It is mandatory to replace UPS batteries (as per battery make indicated in RFP) minimum one times during **5 years. The batteries should be replaced under buy back scheme.** The replacement would be done within 3 months after the completion of 36<sup>th</sup> month. Apart from these mandatory replacements, the batteries should be replaced immediately if its performance is not satisfactory.
- e) The Software such as Operating system, MS office or any other software required would be procured separately by the society. The THSP would have to install/reinstall and maintain system/application software products during the contract period of five years. THSP shall also responsible for installation/reinstallation of any system/application software products as decided by the client.

### **3.3 Specifications and Quantity**

- a) The vendor shall supply equipment as per detailed minimum specifications mentioned in **Annexure A**.
- b) The final quantities may vary. The charges shall be applied to actual items and quantities supplied.
- c) All listed accessories bundled by the OEM should accompany the equipment.
- d) Only new equipment and non-defective equipment is to be supplied (used/re-manufactured equipment will not be accepted).
- e) Model of items already earmarked by OEM for withdrawal from market / reaching their end of life in next five (5) years should not be offered
- f) The bidder must submit MAF certificate from the principal hardware company with an undertaking regarding validity product life of 5 years and stating that they would provide technical support for the equipment in terms of spares, replacement and repairs/ patches/ upgrades etc.
- g) Models, which are still under quality testing, should not be offered.
- h) The technical documentation involving detailed instruction for operation and maintenance, users manual etc; shall be delivered with every unit of the equipment supplied. The language of the documentation should be English.
- i) If the configuration/ feature required are not available in a particular Item model, the next available configuration model meeting or exceeding the requirements shall be offered. The same should be evidenced with OEM certification.
- a) The THSP will have to provide patches, fixes, security updates directly from OEM at no additional cost to the department.
- j) The THSP will also be responsible to keep track of the version control of the system software or any other application.

**Annexure 'A' – Technical Specifications****1. Desktop Computer Cum Server:-**

Parameter	Minimum Specifications	Proposed Specifications	Compliance (Yes/No)
Processor	Latest Generation, quad core processor, 3.5GHz, 6 MB cache		
Motherboard	Compatible Business Series chipset		
Bus Architecture	Latest Integrated Graphics, 1 PCI Express x 1		
Memory	8 GB (2*4) 2400 MHz or higher DDR4 RAM upgradable to 32 GB		
Hard disk drive	1 TB 7200 rpm serial ATA HDD(Seagate/ Samsung / Hitachi /Maxtor/Western digital/Same brand as PC)		
Monitor	18.5" LED 16:9 Monitor TCO 06 (same brand as PC). TCO should be in name of PC OEM; Energy Star compliant		
Keyboard	104 Keys Multimedia (Same brand as PC)		
Mouse	Optical Mouse with PAD (same brand as PC)		
Ports	Minimum 6 USB Ports (with at least 2 in front,4X3.0, 2X2.0), 1 Serial Port, 1 Parallel port, 1 PS/2 Keyboard and 1 PS2 Mouse Port, audio ports for microphone and headphone in front		
Cabinet	Mini Tower		
DMI/Certifications	DMI 2.0 Compliance and Energy star 6.1, EPEAT register, FCC/ ERTL / STQC, UL		
DVD Drive	16 X Internal DVD writer(LG or Samsung or OEM)		
Networking Facility	10/100/1000 on board integrated Network Port		
Power	180 W or higher SMPS.		
Parts Authenticity	Manufacturer brand Stamping/ screen printing/ Sticker on RAM and Hard Disk, Motherboard)		
Preloaded Antivirus	Symantec or Norton or Quick heal Antivirus (Latest Version) with 5 years License		
Speaker	Head phone with Mike (Samsung/ Sony/ same brand of PC)		
Standard	Make should be from among the top 4 companies in market share as per IDC report in the last two quarters		
OS Certification	Microsoft Windows/ Ubuntu / Linux		

**2. Shared cum Client Computer**

Item	Minimum Specification for Shared Computing Device	Proposed Specifications	Compliance (Yes/No)
Access Device	Access Terminal: Allow minimum 1+6 users, & Should support up to 10 users or more to share a single host PC / Server via a shared Computing Virtualization Solution with quality multimedia experience, Which includes Shared Computing access device & Virtualization software, with Speaker & MIC Output, USB key board for Key Board & mouse, Monitor output, RJ 45 LAN. Each access device should be standalone equipment and not integrated with any peripherals like keyboard, mouse, monitor etc. device must have text-messaging feature inbuilt. Access device should support Power over Ethernet (PoE).		
Power consumption	Power consumption of each access device should not exceed more than 5 watts.		
Following O/s and other software to be Supported	Windows 7,8,10, /Windows Server 2008 R2 & 2012, Windows Multipoint Server 2011, 2012), or latest and Linux based OS		
Device management	Auto failover and load balancing between two or more shared server computers		
Peripheral Ports	USB Mouse & Keyboard Port, Speaker I/O Jack one free USB port, VGA Monitor Port RJ-45 Connection Port		
Audio	16 bit -stereo output via speaker port		
Video	Video Resolution should support 1920*1080 OR better,		
Monitor	18.5" LED 16:9 Monitor TCO 06 (same brand as Desktop cum Server Computer). TCO should be in name of PC OEM; Energy Star compliant		
Keyboard	104 Keys Multimedia Keyboard (Same brand as PC)		
Mouse	Optical Mouse with PAD (same brand as PC)		
Certifications	ISO 9001, FCC Class B, MIC, BIS, RoHS Compliant		

**3. Networking & Ethernet Switch**

Parameter	Minimum Specification	Proposed Specifications	Compliance (Yes/No)
Port	8 or 16, 10/100 Fast Ethernet LAN port with auto-sensing feature		
Features/Performance	Switching Fabric: 1.6 Gbps or higher Packet filtering/forwarding rate: 14,880 pps or higher per port; Fast Ethernet 148,800 pps or higher per port; MAC address table size: 2K entries per device or higher; Transmission methods:- store-and-forward; RAM buffer: 95Kb per device or higher; Protocol: CSMA/CD		
Standards	IEEE 802.3, IEEE 802.3u, ANSI/IEEE 802.3, NWay auto negotiation, IEEE 802.3x flow control and compliance with IEEE 802.3az EEE power saving		
Certifications	FCC, CE, RoHS, cUL/UL		
Network Rack	Wall mounting provision Rack should be of sufficient depth to house the equipment offered with all doors closed and shall have Top and bottom cover with cable entry		
Networking	Proper Networking is required in computer lab		



**4. 1 KVA online UPS**

Parameter	Specification	Proposed Specifications	Compliance (Yes/No)
• Manufacturer	• ISO 9001 & ISO 14001 Certified • RoHS Complaint		
• TECHNOLOGY	• IGBT based PWM Technology Microprocessor Controlled Double Conversion True On-line UPS		
Overall Efficiency (AC-AC)	≥up to 90%		
<b>INPUT</b>			
Voltage range	160V – 280V (full load); 120V-280V (50% load)		
Frequency range	47 to 53 Hz		
Phase	Single Phase with ground (L-N-G)		
Power Factor	*>0.99, >-0.95		
<b>OUTPUT</b>			
Voltage	200 VAC(2)/208 VAC(2)/220 VAC/240 VAC		
Voltage regulation	+/-1% (or better)		
Frequency regulation	50/60Hz+/-0.1Hz(free running mode)		
Harmonic Distortion (THD)	< 3% (linear load)		
Waveform	Pure Sinewave		
Crest Factor	3:1		
Load power factor	0.8 lag or better		
Battery Backup	60 minutes with full load (Minimum 1500 VAH capacity)		
Battery Type	Sealed Lead Maintenance Free VRLA type (Lead Calcium SMF batteries NOT acceptable)		
DC Bus Voltage	As per OEM Architecture		
Transfer Time	0 ms		
Battery Enclosure	Powder Coated racks matching with color of UPS.		
Battery Specification	As per <b>Annexure 'B'</b>		
Operating Temperature	0 to 45 deg. C		
Audible Noise	50 dB at 1 meter		
Alarms & Indications	All necessary alarms & indications essential for performance monitoring of UPS like mains fail, low battery & fault detection should be provided through intelligent LCD Display.		
Bypass	Automatic Bypass Switch		
Compatibility	UPS to be compatible with DG Set supply		

Communication Interface Standard	RS 232 or equivalent port for software interface	
Stabilizer	Inbuilt stabilizer function	
Certifications	BIS (Compulsory) For Safety & EMC as per international standards	
Others	Cold start (without batteries) Automatic fan speed control (as load varies)	

**5. 2 KVA UPS**

Parameter	Specification	Proposed Specifications	Compliance (Yes/No)
• Manufacturer	• ISO 9001 & ISO 14001 Certified • RoHS Complaint		
• TECHNOLOGY	• IGBT based PWM Technology Microprocessor Controlled Double Conversion True On-line UPS		
Overall Efficiency (AC-AC)	≥up to 93%		
<b>INPUT</b>			
Voltage range	160V – 280V (full load); 120V-280V (50% load)		
Frequency range	47 to 53 Hz		
Phase	Single Phase with ground (L-N-G)		
Power Factor	*>0.99, >-0.95		
<b>OUTPUT</b>			
Voltage	200 VAC(2)/208 VAC(2)/220 VAC/240 VAC		
Voltage regulation	+/-1% (or better)		
Frequency regulation	50/60Hz+/-0.1Hz(free running mode)		
Harmonic Distortion (THD)	< 3% (linear load)		
Waveform	Pure Sinewave		
Crest Factor	3:1		
Load power factor	0.8 lag or better		
Battery Backup	60 minutes with full load (Minimum 4032 VAH capacity)		
Battery Type	Sealed Lead Maintenance Free VRLA type (Lead Calcium SMF batteries NOT acceptable)		

DC Bus Voltage	As per OEM Architecture	
Transfer Time	0 ms	
Battery Enclosure	Powder Coated racks matching with color of UPS.	
Battery Specification	As per <b>Annexure 'B'</b>	
Operating Temperature	0 to 45 deg. C	
Audible Noise	50 dB at 1 meter	
Alarms & Indications	All necessary alarms & indications essential for performance monitoring of UPS like mains fail, low battery & fault detection should be provided through intelligent LCD Display.	
Bypass	Automatic Bypass Switch	
Compatibility	UPS to be compatible with DG Set supply	
Communication Interface Standard	RS 232 or equivalent port for software interface	
Stabilizer	Inbuilt stabilizer function	
Certifications	BIS (Compulsory) For Safety & EMC as per international standards	
Others	Cold start (without batteries) Automatic fan speed control (as load varies)	

**Annexure B – Battery Specifications**

**UPS Battery specifications**

- 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.
- THSP 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 1**

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

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

S.No	Eligibility Criteria	Required Document	Compliance (Yes/No)	Page No.
1	Bid Proposal sheet duly filled in, signed and complete in all respects.	<b>Performa 4</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 5</b>		
3	The bidder shall be an original equipment manufacturer (OEM) or an authorized distributor or dealer or partner of the OEM for all the items.	Attach Proof		
4	Power of attorney (if any) in the name of the person(s) authorized by the bidder to sign bid documents.	<b>Performa 6</b>		
5	Bidder should be registered either under Companies Act, 1956 or Partnership firm or Sole proprietor. The bidder should be in similar line of business for past Five (5) years.	Attach Proof		
6	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)		
7	The Bidder should be ISO 9001:2008 certified.	Attach Copy of Certificate		
8	The bidder must have an average annual turnover of Rs. 50 crore for last 3 financial years as on 31/03/2017 from supply, installation & maintenance services of IT products.	<b>Performa 7</b>		
9	The average turnover of OEM of quoted products – Computers & UPS, must be Rs. 500 crore, Rs. 50 crore respectively in last three years as on 31/03/2017. In case of shared computing, OEM should have	<b>Submit Performa 7 for each item</b>		

**Punjab ICT Education Society (PICTES)**

**RFP for selection of Hardware Turnkey & Service Provider**

	sold more than 2 Lakh devices in last three years as on 31/03/2017.			
10	The Bidder must have executed at least two similar projects worth Rs. 5 crore each for hardware supply, installation, maintenance in Govt. Sector/ PSUs/ Banks in the last three years. Please attach at least 2-purchase order/ supply order copies along with installation report/completion certificate of these orders duly signed by concerned department.	<b>Performa 8</b>		
11	The Bidder must have minimum 50 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 9</b>		
13	The Bidder should have a fully functional office in Chandigarh/Mohali. If not, the selected bidder shall open its office within one month from the award of contract.	Copy of Utility bill/rent agreement/ registration certificate / any statutory certificate mentioning the address like VAT/service tax certificates etc.		
14	The Bidder must have valid PAN & TAN issued by Income Tax Authorities, India.	Copy of PAN/TAN/GST & <b>Performa 10</b>		
15	The bidder should registered with GST number and have a valid GST number.			

**Performa 2**  
**Technical Bid**

<b>S.No</b>	<b>Requirement</b>	<b>Document Attached (Yes/No)</b>	<b>Page No.</b>
1.	The bidder would indicate make & model of the equipment and the components. <b>(Performa- 12 )</b>	<b>(Perform a- 12 )</b>	
2.	Technical Brochures, data sheet etc. of the product quoted and current certifications asked for in the detailed technical specifications should be enclosed.	Attach Brochures, data sheet etc	
3.	The bidder must attach compliance report & Technical specifications for all hardware items.	Annexure A	
4.	Bidder must submit papers on detailed strategy, methodology and time schedules for supply, installation and maintenance of hardware and software products during the warranty period of five years. Details & proof of Service facilities for Technical Support on Services, Maintenance & Availability of Hardware components be attached	Copy of relevant document.	
5	The bidder must submit MAF certificate from the principal hardware company with a undertaking regarding validity product life of 5 years. (Attach MAF for all items)	Attach MAF for all items	
6	The OEM Manufacturer must have equipment manufacturing facility in India with ISO 9001:2008 for Personal Computers and ISO 14001 certifications for UPS. OEM Manufacturer of Shared Computers must have ISO 9001:2008 certificate.	Attach copy of certificate	
8	The Bidder shall give a certificate regarding the use of quality components for IT Resources as per <b>Performa 11.</b>	<b>Perform a 11</b>	

**Performa 3**

**PRICE SCHEDULE**

Sr. No.	Name of Item	Total Qty	Unit cost	Taxes/Duties (if any)	Total cost on (inclusive of all taxes)
		A	B	C	D=A*(B+C)
1.	Desktop cum Server Computer	2216			
2.	Shared cum Client Computers	13296			
3.	1 KVA Online UPS 60 minutes battery backup	2009			
4.	2 KVA Online UPS with 60 minutes battery backup	36			
5.	8-Port Ethernet Switch & Networking	2009			
6.	16-Port Ethernet Switch & Networking	36			
<b>Total Cost</b>					

**Note :**

1. Total cost quoted above is an all-inclusive figure i.e. taxes, duties, GST, 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 4**

**BID PROPOSAL SHEET**

Bidder's Proposal Reference No. & Date :

Bidder's Name & Address :

Person to be contacted :

Designation :

Telephone No. Fax No:

To:

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

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

Dear Sir,

**1.0** I undersigned Bidder, having read and examined in detail the specifications and all bidding documents in respect of Supply, Installation & Maintenance of hardware item do hereby propose to provide Supply, Installation & 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 120 days from the last date of submission of bids.

2.2 In exceptional circumstances, the PICTES 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 5**

(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 6**

**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 **DGSE/2017-18/18** for selection of Bidder 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 7**

**To be filled, Signed, scanned on the letter head of the Chartered Accountant)**

**(Turnover of Bidder/OEM)**

**Name of Bidder/OEM - \_\_\_\_\_**

<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 8**

***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 9**

***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, Mohali.**

**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 10**

**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		
	GST		

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

**(Signature of Authorized person)**

**Date:**

**Place:**

**Performa 11**

**CERTIFICATE**

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

This has reference to IT Resources namely Servers, Desktop computers, UPS systems, Printers and networking components being quoted / to be supplied by your company against the tender no. **DGSE/2017-18/18** dated 04-10-2017.

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

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

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

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

**Authorized Signatory**



**Performa 12**

**Make & Model Sheet**

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

**Annexure C – Service Level Agreement**

**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), Shared cum client computer (CPU, monitor, System Software, keyboard, mouse), UPS or Stabilizer or network switch, installed in any of the ICT 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. 150/- per day	04-08	@ Rs. 100/- per day
08-15	@ Rs. 250/- per day	09-16	@ Rs. 200/- per day
15-25	@ Rs. 500/- per day	17-25	@ Rs. 300/- per day

<b>(*) Critical Equipment (effect all computers in a lab)</b>	ALL items related to – Desktop Computer cum server (used as Server), Networking Switch, UPS including batteries.
<b>(**) Non-Critical Equipment (effect individual computer in a lab)</b>	ALL items related to –Shared cum Client Computer.

**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 ICT Lab is situated, Designated Officer from Education Department will check & verify the faulty component/ equipment/ hardware and; concerned Principal in consultation with Designated Officer from Education Department will purchase the component/ equipment/hardware of same or higher specifications & same brand preferably from open market on market rates. The product so purchased should be compatible with the existing hardware/software.

The Principal of the concerned ICT Labs will submit request to the PICTES for release of amount for the purchase of faulty component/equipment/hardware through concerned official of the department. The penalty imposed and amount utilized for purchase of faulty component/equipment/hardware will be deducted from the payment due towards the bidder. If the rectification does not take place upto 24 working days of the items mentioned from the lodging of complaint and if such situation occurs in 25% or labs, then the contract shall be terminated at the risk and cost of the bidder.