



BID NO: DGSE/EDUSAT/2018-19/01

**Director General School Education, Punjab**

**Request for Proposal (RFP)**

**for**

***Supply & installation of LED TVs for Receive Only  
Terminals installed in Govt. Sr. Sec. Schools and Govt.  
High Schools of Punjab State.***

\*\*\*\*\*

O/o Director General School Education-cum-Project Director,  
Punjab

1<sup>st</sup> Floor, Vidya Bhawan, E-Block  
Phase-8, S.A.S. Nagar (Mohali)  
Contact No. – 0172-5218801 (Edusat)  
Email: [edusat.punjab@punjabeducation.gov.in](mailto:edusat.punjab@punjabeducation.gov.in)

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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 or DGSE-cum-Project Director.
- “EDUSAT” or “PES” means Punjab EDUSAT Society.
- “Department” or “DSE” means Department of School Education.
- “PROJECT” means Procurement of LED TVs for Punjab Edusat Society.
- “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.
- “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 repair & maintenance of LED TVs with the entire documentation specified in the tender separately for the Project.
- “State” means State of Punjab.
- “Proposals” or “Bids” means proposal or bid submitted by bidders in response to this tender issued by the Client for selection of BIDDER.
- “INR” means currency in Indian Rupees.
- “Request for proposal (RFP)/Tender” means tender floated by Client for Purchase of LED TVs.
- “**Last Three Financial Years**” means FY 2015-16, 2016-17 & 2017-18.



### 1. Document Control Sheet

S.No.	Particular	Details
1.	Document Reference Number	<b>BID NO: DGSE/EDUSAT/2018-19/02</b>
2.	Start date & time of sale of tender (Only available in downloadable form at website mentioned)	As mentioned on the eproc website
3.	Last Date and Time for submission of Queries/Clarifications	As mentioned on the eproc website
4.	Date and Time for Pre-Bid Meeting	As mentioned on the eproc website
5.	Last date and time for submission of bids	As mentioned on the eproc website
6.	Date and time of opening of Pre-Qualification cum Technical bid	As mentioned on the eproc website
7.	Date of Opening of Commercial bids	To be intimated later
8.	Address for Communication	O/o Director General School Education, 1 <sup>st</sup> Floor, Vidya Bhawan, E-Block Phase-8, S.A.S. Nagar (Mohali) Contact No.– 0172-5218801
9.	Location / Website of tender document	Tender document can be downloaded from the website: <b><a href="https://eproc.punjab.gov.in">https://eproc.punjab.gov.in</a></b> and <b><a href="http://www.ssapunjab.org">www.ssapunjab.org</a></b>
10.	Cost of RFP document & Mode of Payment	Rs.1,000/- (Rs. One Thousand Only) through online mode (Non-Refundable).
11.	Earnest Money Deposit (EMD) through online mode	Rs.4,00,000/- (Rs. Four Lakhs Only) for the Project
12.	Contact details	Email: <a href="mailto:edusat.punjab@punjabeducation.gov.in">edusat.punjab@punjabeducation.gov.in</a>



### **Guidelines for online tendering procedure**

For participating in the above e-tendering process, the HMSPs shall have to get themselves registered with <https://eproc.punjab.gov.in> and get user ID and Password. Class-2 Digital Signature is mandatory to participate in the e-tendering process. For any clarification/difficulty regarding e-tendering process, please contact on 0172-2970263, 0172-2970284, +91-120-4200462, 4001002, 05.

#### **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 <https://eproc.punjab.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 (<https://eproc.punjab.gov.in>).

**Authorized Signatory**



## 2. Invitation of Bid

### 2.1 Introduction

**EDUSAT Project:** The Government of Punjab has embarked upon an ambitious program for delivering quality education to the students of the educational institutions in the state of Punjab through Satcom Network using GSAT-18. For delivering educational content, lectures are required to be broadcast/recorded from studios based at Mohali in Govt. schools where Receive Only Terminals have been installed. The State Government through the Punjab Edusat Society (PES) intends to procure 360 Nos of LED TVs of 49” or higher sizes. (The quantity may vary as per requirement)

### 2.2 Invitation

- a) Through this RFP, DGSE invites responses (“Tenders”) from eligible and reputed companies (“Bidders”) for procurement of LED TVs as described in the Scope of Work of this RFP Document.
- b) “OEM / OEM’s authorized distributors / OEM’s authorized centres, ” dealing in ‘LED TVs 49” or higher screen size can quote their rates for providing LED TVs (as per ‘**Annexure- A**’) on the given scope of work, terms & conditions.
- c) This invitation to bid is open to all Bidders meeting the eligibility criteria as mentioned in this RFP Document.
- 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) 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 deemed to be 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**
- g) Cover bids are not permitted.

## 3. Scope of Work

Punjab Edusat Society (PES) intends to procure 360 Nos of LED TVs of 49” or higher Screen size for ROTs installed in different govt. institutions of the State. It covers Supply, installation, testing and commissioning of LED display at respective site address with 3 years onsite warranty.



The bidder shall maintain the equipments during warranty period as per manufacturer's guidelines and shall use standard and genuine components for the installation or replacement.

As mentioned above, the Detailed technical specifications are given in **Annexure 'A')**

**4. General Bid Conditions**

- a) This invitation to the Bidders is for selecting the OEMs/ OEM's authorized dealers for procurement of 360 Nos of LED TVs of the specifications mentioned at **Annexure 'A'** with this tender document.
- 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 non transferable. Only bidder, in whose name this tender document has been purchased shall submit the bid.
- g) DGSE cum Project Director 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 previously fixed subject to the 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 equipment or cancel the whole contract at any time during the contract period. The bidder 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 equipments at the time of signing the contract agreement as well as during the contract period.
- m) Bidders are advised to check e-tendering portal regularly for any Addendum / Corrigendum / Amendments related to project.
- n) Any corrigendum(s), extension(s), to the tender notice shall be published on our website: <https://eproc.punjab.gov.in> & [www.ssapunjab.org](http://www.ssapunjab.org)

**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 cum Project Director, Punjab Edusat Society reserves the rights 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 may like to request the bidders to extend the validity period of the bid. The request and the response thereto shall be made in writing. Extension of validity period by the bidder shall be unconditional. A bidder granting the request will not be permitted to modify its Bid.

**6. Right to Terminate the Process**

The DGSE reserves the right to cancel 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 cum Project Director 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 mentioned in the document control sheet 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 Document clarification	Tender requiring	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 way.
- c) EMD of all unsuccessful bidders would be released by DGSE after award of contract to the successful bidder. EMD will be valid for 3 months and the same will be released to the successful bidder within 30 days after the



submission of Performance Bank Guarantee (PBG) & signing of Contract, whichever is earlier.

- 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 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 bidder 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 in the last 5 years
- 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 or Board resolution as authorized signatory is one of the member of board resolution 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 <ul style="list-style-type: none"> <li>• Companies Act, 2013 or</li> <li>• Partnership firms registered under Limited Liability Partnerships (LLP) Act, 2008 or</li> <li>• Partnership Firms registered under Indian Partnership Act, 1932</li> </ul>	Certificate of Incorporation or Partnership Deed
7	Bidder should have been operating profitably for the last three financial years as on 31 <sup>st</sup> March 2018.	Certificate from the practicing fellow member of Institute of Chartered Accountant of India(FCA)
8	The bidder must have an average annual turnover of Rs. 2 Crores and cumulative turnover for last 3 financial years must be 6 Crores as on 31/03/2018.	Authentic certificate from the practicing fellow member of Institute of Chartered Accountant of India (FCA) confirming the turnover. <b>(Performa 'VI')</b>
9	The Minimum annual average turnover of OEM should be Rs. 8000 Crores for last 3 years i.e FY 2015-16, 2016-17 and 2017-18 upto 31 <sup>st</sup> March 2018 for Indian operation.	Attach proof of certificate
10	The bidder must have executed/ executing at least one order worth Rs. 1 Crore or atleast delivered 300 units in 3 orders for Govt. Sector/ PSUs/ Banks/ reputed financial institutions/ Large corporate/ MNCs/ TV channels/ Education institutions in the last 3 years as on 31 <sup>st</sup> March 2018.	Attach proof of certificates of running/completion satisfactorily of these projects from respective clients and also submit <b>Performa 'VII'</b>
11	"OEM / OEM's authorized distributors dealing in LED Equipments can quote their rates for providing LED equipments (as per ' <b>Annexure-A</b> ') on the given scope of work, terms & conditions.	Tender specific Authorization certificate must be attached.
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 Punjab for last 2 years.	Supportive documents must be attached with technical bid.
14	The Bidder must have valid PAN and TAN issued by Income Tax Authorities, India.	Copy of PAN/TAN/GST & <b>Performa 'IX'</b> . Billing should be from Punjab office.
15	The bidder should registered with GST number and have a valid GST number.	

## 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**

Bids will be opened as per the schedule mentioned at Document Control Sheet. Evaluation/Tender Committee will evaluate the Proposals submitted by Bidders for a detailed scrutiny. Subject to terms mentioned in the tender, a two-stage process, as explained below, will be adopted for evaluation of proposals submitted by the specified date and time. Evaluation/Tender Committee may, at its discretion, call for additional information from the bidder(s) at any stage of evaluation through any mode of communication. Such information has to be supplied within the set out time frame, otherwise Evaluation/Tender Committee is at discretion to reject/ accept/ extend the date for receiving such information at its own reasonable assumptions at the total risk and cost of the bidders. 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.

#### 17.1 **Technical Bid**

- a) Bidders shall submit the Technical Bid as per bid formats (**Performa 'I'**)
- b) 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.
- c) Technical bid evaluation would be done by the Tender Committee after considering the compliance to technical specifications and certifications submitted by bidders
- d) Bidders can also be asked to provide a presentation on their organization's capabilities to execute the project.
- e) Only those bidders shall qualify technical bid who comply with all the technical specifications mentioned in **Annexure A**.

#### 17.2 **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 'II'**)
- 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 etc.
- e) The prices will be valid for for the whole contract durations.
- f) Prices: The bidder is required to submit unit rates.
- g) The prices will be valid for the contract period from the date of issue of work order. The bidder shall be required to provide service and support services after successful delivery and installation of LED TVs.
- h) 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), GST and license fees etc.
- i) Least cost commercial proposal will be designated as L1 for Project. In case, there are two or more bidders having the same 'L1' price in the Commercial bid(s) then the bidder with higher annual average turnover for the last 3 Financial years as on 31.03.2018 would be declared as L1.

### **17.3 Award of Contract**

- a) DGSE will issue LOI (Letter of Intent) to L1 bidder in writing. There will be no negotiations in L1 price. The L1 bidder shall submit acceptance to the society within 7 days of the date of issuance of LOI.
- b) DGSE reserves the right to re-tender 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 DGSE may blacklist the concerned bidder for participation in state government projects.

### **18 Signing of Contract**

The successful bidder(s) will sign the Contract with DGSE for the Project 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. Project Director cum DGSE & bidder).

### **19 Performance Bank Gurantee (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 order value.





- b) PBG shall remain valid for a period of 180 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 and EMD submitted with Punjab Edusat Society shall be forfeited.
- d) The bidder will not be entitled for any interest on the EMD/ 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 firm.
  - Notice of reasonable time will be given in case of forfeiture of EMD/ PBG. The decision of DGSE in this regard shall be final.

**20 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 by a court of competent jurisdiction 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.

## **21 Standard of Performance**

- a) The selected firm shall carry out the repair and maintenance services under warranty period 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.

## **22 Terms and Conditions for Performance**

- a) The successful bidder shall be responsible for on-site maintenance/ replacement of all equipments under the warranty period.
- b) Replacement of parts / complete LED unit beyond repair with parts/components of same brand as per detailed technical specification at **Annexure 'A'**. Replacement of defective parts with sub standard or refurbished parts will not be allowed.
- c) The services shall be provided Mondays to Saturdays on working hours of the client or as and when required by the client.
- d) BIDDER will do preventive maintenance/health visit 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 repair/ replacement of the equipments.
- e) The bidder shall provide the details of support centre, engineers and other relevant of service facilities to the users at various levels.
- f) The successful bidder must keep spare LED TVs with the same specifications as and when required. The faulty LED TVs after replacement with new one shall be the property of the firm.
- g) In case of failure on part of the bidder with regard to such services, bank guarantee shall be forfeited.
- h) The bidder will not remove the equipment without the written permission of Punjab Edusat Society.
- i) The Selected Bidder shall be required to maintain a team of dedicated engineers.

## **23 Helpdesk**

The successful bidder shall provide Helpdesk Numbers to the PES where the complaints could be logged from the different govt. institutions of the State where LED TVs to be provided. The bidder must keep a record of such



complaints with details such as equipment description, date of complaint logged, visited & rectified/ replaced along with the serial numbers of the replaced parts/equipments replaced and must submit the report to the Punjab Edusat Society on monthly basis and at the end of contract.

**24 Use of Contract Documents and Information**

- a) The bidder 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 bidder 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 bidder shall not use any document or information without the Client's prior written consent.

**25 Penalty**

- a) The Supplier, once order is placed, has to complete the Supply, Installation, Commissioning and Operationalization of LED TVs within delivery schedule of 120 days given above. In case the supplier fails to complete this work in specified period in the order or any extension thereof allowed by PUNJAB EDUSAT SOCIETY, bidder shall be liable to pay penalty @ 2% of the total order value per week of delay or part thereof, upto a maximum amount of 5% of the total order value, after which the order is liable to be cancelled and PBG submitted with Punjab Edusat Society shall be forfeited.

**26 Schedule of Payment**

100% payment will be released on successful delivery & installation of the LED TVs at FOR destinations in Punjab State.

**27 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 account of the Bidder.

**28 Limitation of Liability**

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



**29 Termination for Default**

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

- The bidder 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 bidder fails to perform any other obligation(s) under the Contract.

**30 Termination for Insolvency**

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

**31 No Claim Certificate**

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

**32 Suspension**

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

**33 BIDDER’s Service Support Personnel**

The BIDDER shall employ and deploy qualified and experienced service support personnel as per the requirements of repair & maintenance support to provide quality services under the contract.

**34 Documents Prepared by the BIDDER to be the Property of the Client**

All plans, drawings, specifications, designs and other documents prepared by



the BIDDER in the execution of the contract shall become and remain the property of the client, and before termination or expiration of this contract, the BIDDER shall deliver all such documents to the client under the contract along with the detailed inventory thereof.

**35 Confidentiality**

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

**36 Force Majeure**

- a) Notwithstanding the provisions of the tender, the BIDDER 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 BIDDER and not involving the BIDDER and not involving the BIDDER 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 BIDDER shall promptly notify the client in writing of such conditions and the cause thereof. Unless otherwise directed by the client in writing, the BIDDER 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 BIDDER, if as a result of Force Majeure, the BIDDER being unable to perform a material portion of the services for a period of more than 60 days.

**37 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.

**38 Resolution of Disputes**

A steering group shall be formed comprising of authorized representative of



Director General School Education and the BIDDER. The group shall tackle the implementation related, operational issues, and any frontline disputes. The BIDDER 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 BIDDER.

**Annexure 'A'**

<b>Sr.No.</b>	<b>Parameteres</b>	<b>Description</b>
1	Technology	LED
2	Size	49" or higher
3	Resolution	1920x1080 or better (Full HD) LED Display
4	Brightness	400 NITS or higher
5	Refresh Rate/Motion flow	Minimum 50 Hz or more
6	Viewing angle	178° x 178° or more
7	Minimum Ports Required	Minimum: 1-USB, 2-HDMI, 1-RJ 45, 1-Component, 1-RS232, 1-VGA
8	Audio ( Capacity of Speaker)	Built-in speaker for 2x10 W RMS power/total 20W or higher
9	Power Supply	220-240/AC 100-240 Volt, 50-60 Hz
10	Energy Saving	Yes
11	Wall mount	Mandatory
12	Certification	Certification: BIS,UL,FCC, ROHS certification is mandatory. Energy star certified
13	Warranty	3 years onsite comprehensive warranty
14	Delivery and installation at F.O.R locations	Inclusive

**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 or Board resolution as authorized signatory is one of the member of board resolution 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 <ul style="list-style-type: none"> <li>• Companies Act, 2013 or</li> <li>• Partnership firms registered under Limited Liability Partnerships (LLP) Act, 2008 or</li> <li>Partnership Firms registered under Indian Partnership Act, 1932</li> </ul>	Certificate of Incorporation or Partnership Deed		
7	Bidder should have been operating profitably for the last three financial years as on 31 <sup>st</sup> March 2018.	Certificate from the practicing fellow member of Institute of Chartered Accountant of India(FCA)		
8	The bidder must have an average annual turnover of Rs. 2 Crore with cumulative turnover of Rs. 6 Crores in last 3 financial years as on 31/03/2018.	Authentic certificate from the practicing fellow member of Institute of Chartered Accountant of India (FCA) confirming the turnover. <b>(Performa 'VI')</b>		





9	The Minimum annual average turnover of OEM should be Rs. 8000 Crores for last 3 years i.e FY 2015-16, 2016-17 and 2017-18 upto 31 <sup>st</sup> March 2018 for Indian operation	Attach proof of certificate.		
10	The bidder must have executed/ executing at least one order worth Rs. 1 Crore or atleast delivered 300 units in 3 orders for Govt. Sector/ PSUs/ Banks/ reputed financial institutions/ Large corporate/ MNCs/ TV channels/ Education institutions in the last 3 years as on 31 <sup>st</sup> March 2018.	Attach proof of certificates of running/completion satisfactorily of these projects from respective clients and also submit <b>Performa 'VII'</b>		
11	"OEM / OEM's authorized distributors dealing in LED Equipments can quote their rates for providing LED equipments (as per ' <b>Annexure- A</b> ') on the given scope of work, terms & conditions.	Tender specific Authorization certificate must be attached.		
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 Punjab for last 2 years.	Supportive documents must be attached with technical bid.		
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.	Billing should be from Punjab office.		

**Performa 'II'****Part-A****PRICE SCHEDULE for the Project**

**Supply & Installation of LED TVs 49” or higher for Receive  
Only Terminals installed in Govt. Sr. Sec. Schools and  
Govt. High Schools of Punjab State.**

Sl. No.	Particulars	Make & Model (to be provided compulsorily)	Cost Per Unit
1	LED 49” or higher		

Note :

1. Total cost quoted above is an all inclusive figure.
2. No cost other than quoted above shall be claimed separately.
3. Price bid will be evaluated on total commercial bid value (i.e. **Performa 'II' Part-A only**) for selecting L1 bidder.
4. 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 '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,  
1<sup>st</sup> Floor, Block- E, Vidhya Bhawan, Phase-8,  
SAS Nagar.**

**Subject: Proposal for Supply & installation of LED TVs for Receive Only Terminals installed in Govt. Sr. Sec. Schools and Govt. High Schools of Punjab State**

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 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 <b>3</b> 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** \_\_\_\_\_

**Signature** \_\_\_\_\_

**Name** \_\_\_\_\_

**Name** \_\_\_\_\_

**Designation** \_\_\_\_\_

**Designation** \_\_\_\_\_

**Address** \_\_\_\_\_

**Address** \_\_\_\_\_

**Company** \_\_\_\_\_

**Company** \_\_\_\_\_

**Date** \_\_\_\_\_

**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 BID NO: **DGSE/EDUSAT/2018-19/01** for selection of Vendor 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 2015-16, 2016-17 and 2017-18 (in INR)</b>
<b>1</b>	FY 2017 – 18	
<b>2</b>	FY 2016 – 17	
<b>3</b>	FY 2015 – 16	

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,  
1<sup>st</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, TAN, 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 Number		

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

**(Signature of Authorized person)**

**Date:**

**Place:**