

**Director General School Education, Punjab**

**Request for Proposal (RFP)**

**for**

***Selection of Cloud Service Provider***

***for***

***Cloud Server/Services for storing/hosting the E-Content to be  
downloaded by the teachers/students***

***in all the Government Schools of Punjab***

\*\*\*\*\*

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.
- “State HUB” means Head Quarters of Punjab EDUSAT Society where the Studios have been established and running at Phase-8, SAS Nagar
- “PROJECT” means hiring of Cloud Services.
- "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.
- “CSP” means Turnkey Cloud Service Provider with whom the client signs the agreement.
- “Tender evaluation committee/committee” means the committee constituted by DSE and/or DGSE for evaluation of bids.
- “Similar work” refers to any type of hosting or web services.
- “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 SMP.
- “INR” means currency in Indian Rupees.
- “Request for proposal (RFP)/Tender” means tender floated by Client for Cloud Services.
- “The Term/ Contract / Contract Period” means period of contract.
- "SLA" means Service Level Agreement.
- “**Last Three Financial Years**” means 2015-16, 2016-17 & FY 2017-18.

**1. Document Control Sheet**

<b>S.No.</b>	<b>Particular</b>	<b>Details</b>
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.20,000/- (Rs. Twenty Thousand Only) for the Project
12.	Contact details	Email: edusat.punjab@punjabeducation.gov.in

## 2. **Guidelines for online tendering procedure**

For participating in the above e-tendering process, the CSPs 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**

3. **Intorduction:**

Government of Punjab, Department of School Education intend to provide e-content based on the Curriculum prescribed by Punjab School Education Board for the teachers/students in the Government Schools of Punjab through smart classrooms as well as through Android/IOS application. Sealed bids are invited for the same from reputed experienced firms engaged in providing the cloud services as per the Performa for filling the rates and other details enclosed at “**Annexure - C**”. Punjab EDUSAT Society reserves all rights to accept or reject any or all tenders, fully or partially without assigning any reason whatsoever.

4. **Scope of Work:**

E-content of approximately 200 GB is to be stored on the cloud server by Punjab EDUSAT Society for download/update by the teachers as well as students of the Department of School Education. There are approximately 1 Lac Teachers and 20 Lac Students in the Government schools of Punjab. Approximately 25% of the teachers may utilize the cloud server/services at school or home and approximately 10% of the students may download the content at home and the estimate of 5 GB each of the content may be downloaded per Teacher (subject-wise) and per Student (class-wise) per session.

5. **General Conditions:**

This invitation to the Bidders is for selecting the Cloud Service Provider for providing the cloud services for storage/hosting/update of the e-content in compatibility with the mobile (android/ios) application developed by ESPRANZA INNOVATIONS PVT. LTD. Sebiz Square, IT Park, Sector-67, S.A.S.Nagar, Punjab, INDIA 160062 under the agreement with Rotary South Asian Society for Development and Co-Operation(RSAS), Head Office at Calcutta.

- a) 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.
- b) 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.
- c) The Bidder must furnish Earnest Money Deposit (EMD) as mentioned in Document Control Sheet through e-payment mode only.

- d) 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.
- e) This Tender document is not transferable. Only bidder, in whose name this tender document has been purchased shall submit the bid.
- f) DGSE reserves the right to reject or accept or withdraw the tender in full or part without assigning any reasons thereof and revising quantity as per requirement of department. No dispute of any kind can be raised against the rights of DGSE in any court of law or elsewhere. The bidder will accept all conditions of the Bid Document unconditionally or depending upon the decisions of the Tender Evaluation committee. Conditional bid shall be rejected straight away.
- g) 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.
- h) 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.
- i) 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.
- j) DGSE reserves the right to increase/decrease the quantity of Storage Space or Download Bandwidth or cancel the whole contract at any time during the contract period. The CSP shall have no right to challenge such decision in any forum/court what so ever
- k) DGSE also reserves the right to vary the type/quantity of data for storage/hosting /bandwidth at the time of signing the contract agreement as well as during the contract period and the payment shall be made on pro-rata **and monthly** basis.
- l) Bidders are advised to check e-tendering portal regularly for any Addendum / Corrigendum / Amendments related to project.

## 6. Validity of Bids

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



**7. Right to Terminate the Process**

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

**8. 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.

**9. Pre Bid Meeting & Clarifications**

- a) DGSE shall convene a pre-bid meeting as prescribed in document control sheet to address any Tender Document related queries.
- b) The bidders should send their queries through email id 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 Tender Document requiring clarification	Points of Clarification
1.			
2.			

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

**10. 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.

## 11. Cost of Tender Document

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

## 12. Earnest Money Deposit (EMD)

- a) The bidder shall furnish, as part of the Pre-qualification Bid cum Technical bid, an Earnest Money Deposit (EMD) as mentioned in document control sheet.
- b) The EMD shall be in Indian Rupees and shall be submitted online. Bids without requisite EMD shall be rejected straight away.
- c) EMD of all unsuccessful bidders would be released by DGSE after award of contract to the successful bidder. EMD 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.

## 13. 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 CSP 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.

#### **14. 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.

**15. 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.

**16. 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 :

<b>S. No.</b>	<b>Requirement</b>	<b>Document required</b>
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.	Yes/No
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.	Yes/No
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. 50 Lakh for last 3 financial years as on 31/03/2018 from similar work.	Authentic certificate from the practicing fellow member of Institute of Chartered Accountant of India (FCA) confirming the turnover. <b>(Performa ‘VI’)</b>
9	The Bidder must have executed/executing at least one similar work worth Rs. 10 lakh (similar works may be in parts and not more than 3 projects) for Govt. Sector/ PSUs/ Banks/ reputed financial institutions/ Large corporates in the last 3 years as on 31/03/2018.	Attach proof of certificates of running/completion satisfactorily of these projects from respective clients and also submit <b>Performa ‘VII’</b>
10	“OEM / OEM’s authorized distributors” dealing in Cloud Services can quote their rates for providing effective and proper cloud services for storage/hosting of the e-content on the given scope of work, terms & conditions.	Attach proof(s).
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>
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.	

**17. 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.

**18. 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 a 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.

**18.1. 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**.

**18.2. 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 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 for any additional data/storage/bandwidth required.
- h) If there is no price quoted for certain service, the bid shall be declared as disqualified.
- i) Bidder will submit commercial bid as per format as below:-

**Commercial Bid for Project submitted in bid Performa ‘II’:-**

**Total Commercial Bid Value for 200 GB Cloud Storage/hosting /bandwidth: -**  
 Total Commercial bid value for selecting L1 bidder for the Storage/hosting/bandwidth.

- j) 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.

**18.3. 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 issue 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-demonstration of the cloud services to be provided**. 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.

**19. 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. DGSE & CLOUD SERVICE PROVIDER).

**20. Contract Period**

The total final contract period shall be for five (5) years from the time of signing of contract and likely to extended upto two years further with the mutual consent of both the parties. In case of any delay in the project not attributable to the Service provider, or

extension of project beyond contract period, the service provider has to provide the services as per the unit rates quoted in commercial bid submitted.

**21. Performance Bank Gurantee (PBG)**

- d) The successful bidder will furnish unconditional Performance Bank Guarantee within 15 working days from the notification of award, for a value equivalent to **10%** of the total cost of contract, for the Project.
- e) 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.
- f) 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.
- g) The CSP will not be entitled for any interest on the EMD/ PBG submitted.
- h) DGSE shall forfeit the PBG in full or part in the following cases:
  - When the terms and conditions of contract are breached/ infringed
  - When contract is terminated due to non-performance of the Service provider
  - Notice of reasonable time will be given in case of forfeiture of EMD/ PBG. The decision of DGSE in this regard shall be final.

**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 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.

**23. Standard of Performance**

- a) Cloud Service Provider (CSP) shall provide the storage/bandwidth cloud 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. CSP 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 client's legitimate interests in any dealings with the third party.

**24. Terms and Conditions for Performance**

- a) CSP shall be responsible for providing **99.9%** uptime of the cloud services under the contract, for the contract period.
- b) The services shall be provided 24/7 i.e. Sundays to Saturdays.
- c) CSP will provide online health meter for the bandwidth usage.
- d) CSP will do submit report of usage of storage/hosting/bandwidth usage in detail in Excel format along with the bill claim.
- e) CSP should provide the details of Liaison between the Client/CSP/**third party** if needed for compatibility issues if any at various levels.
- f) In case of failure on part of the CSP with regard to such services, bank guarantee if any will be forfeited. The CSP shall be given maximum of two opportunities of 30 days each to improve his service level and meet the obligations as per the contract.
- g) CSP shall arrange all infrastructure/additional equipment(s) in order to provide any service under the contract.
- h) CSP will not halt any service (i.e. being already provided to the client) without the written permission of the client.

**25. Helpdesk**

The CSP will provide Hierarchy Level Contact Nos. to the PES where the complaints could be logged. CSP will keep a record of such complaints with details such as downtime, low usage, connectivity issues etc. date of complaint logged & rectified along with the downtime of the services and must submit the report to the client on monthly basis and at the end of contract. CSP (if required by CSP) may depute an engineer permanently at the

PES premises.

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

- a) The CSP 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 CSP 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 CSP 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 CSP's performance under the contract if so required by the client.

**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 vendor are not upto the mark or as per the terms & conditions of the agreement, department reserve the right to cancel the contract or/and forfeiture of earnest money/ Invoke the Performance Bank Guarantee or/and blacklisting the selected bidder from any subsequent bidding participation in the Department of Education, Government of Punjab. An unexcused delay by CSP in the performance of its repair & maintenance obligations shall render him liable to any or all of the following penalties: -
  - Downtime period: - To be calculated as per the Service Level Agreement (SLA), attached as **Annexure 'C'**. The time of delay/ default for determination of penalty will be calculated from the time of lodgment of complaint by phone/message/e-mail/WhatsApp. The total penalty liable will be to the extent of **25%** of the total contract value, after this the client reserves the right to take further actions for cancellation of contract
  - Any penalty due during the contract period will be adjusted against the next payment due to the CSP or from PBG if the need arises.
  - Forfeiture of earnest money/ bank guarantee.
  - Hiding of facts, misrepresentation, corrupt practices by the Bidder if revealed at any stage, would amount to forfeiture of EMD (if not returned) & PBG and subsequently the firm may also be blacklisted.

**28. Liquidated Damages**

In the event of the failure of the bidder to initiate the services to meet performance

requirements to the Client, then he shall be liable for penalties as per the following terms:

- Penalty shall be calculated as per **Annexure ‘C’**.
- If the CSP is not able to maintain **the 99.9%** up-time of the cloud services to the third party or the client, the client reserves the right to take further actions for cancellation of contract along with forfeiture of EMD (if not returned) & PBG without any Notice.
- The overall maximum Liquidated damages for delay in services that can be imposed on CSP shall not exceed **20%** of the value of the contract value.
- The EDUSAT can go for retendering at risk and cost of defaulting party. The penalty so calculated shall be deducted from the payment to be made to the selected bidder.

**29. Schedule of Payment**

- a) The due amount shall be released **monthly** on the basis of the contract.
- b) No part payment will be made.

**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 account of the Bidder.

**31. Limitation of Liability**

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

**32. Termination for Default**

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

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

**33. 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 CSP becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or effect any right of action or remedy which has accrued thereafter to the client.

**34. No Claim Certificate**

The Bidder shall not be entitled to make any claim, whatsoever, against the client under or by virtue of or arising out of this contract nor shall the client entertain or consider any such claim, if made by the 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.

**35. Suspension**

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

**36. Documents Prepared by the CSP to be the Property of the Client**

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

**37. Confidentiality**

The CSP 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.

**38. Force Majeure**

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

**39. 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.

**40. Resolution of Disputes**

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

**41. 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 CSP shall be responsible for managing the activities of his personnel, and shall hold itself responsible for any misdemeanors.
- c) 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/SAS Nagar.
- d) In all matters and disputes arising there under, the appropriate Courts at Chandigarh/SAS Nagar alone shall have jurisdiction to entertain and try them.
- e) The CSP shall provide training on appropriate aspects wherever desirable that client feels necessary to such persons as nominated by the client, wherever required.

**Annexure 'A'**

**TECHNICAL SPECIFICATIONS OF the Cloud Services**

Detailed technical configuration of the Cloud Server: -

Sr No	Description		Compliance
1	Type of Cloud Storage	Block Blob Storage, General Purpose	
2	Operating System	Windows with preinstalled IIS	
3	Storage Capacity	200 GB	
4	Load Balancer	50 Mbps Throughput	
5	Firewall	Yes	
6	Write Operations	100000	
7	Read Operations	1000000	
8	Data Retrieval	1 TB	
9	Data Write	1 TB	
10	No. of Clients		

**Note:** Storage Space of 200 GB or the Download Bandwidth of 200TB may be increased or decreased before the agreement or during the Contract Period according to the requirement.

**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.	Yes/No		
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.	Yes/No		
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. 50 Lakh for	Authentic certificate from the practicing fellow member of Institute of Chartered		

	last 3 financial years as on 31/03/2018 from similar work.	Accountant of India (FCA) confirming the turnover. <b>(Performa 'VI')</b>		
9	The Bidder must have executed/executing at least one similar work worth Rs. 10 lakh (similar works may be in parts and not more than 3 projects) for Govt. Sector/ PSUs/ Banks/ reputed financial institutions/ Large corporates in the last 3 years as on 31/03/2018.	Attach proof of certificates of running/completion satisfactorily of these projects from respective clients and also submit <b>Performa 'VII'</b>		
10	“OEM / OEM’s authorized distributors” dealing in Cloud Services can quote their rates for providing effective and proper cloud services for storage/hosting of the e-content on the given scope of work, terms & conditions.	Attach proof(s).		
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>		
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.			



**Performa ‘II’**  
**PRICE SCHEDULE for the Project**

**Cloud Storage of 200 GB and Download retrieval of 200 TB.**

S. No.	Item Description as per Annexure ‘A’ for 200 TB download Bandwidth	<b><u>Total amount for 200 TB download Bandwidth (inclusive of all types of taxes, GST, duties, Transportation etc.) (INR)</u></b>
1.	Cloud Service as per details given in ‘Annexure-A’.	<u>Amount in figures :</u> ..... <u>Amount in words:</u> ..... ..... ..... .....

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’**) 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.
5. **During extended contract period the Payment will be considered on pro-rata basis and will be made on monthly basis.**
6. **The client at any time may consider another better or low cost solution by terminating the contract with the CSP.**

(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 Cloud Server for E-Content.**

Dear Sir,

**1.0** I undersigned Bidder, having read and examined in detail the specifications and all bidding documents in respect of the services mentioned above subject, do hereby propose to provide the 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 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.

**4.0 BID PRICING**

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

**5.0 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.

**6.0 CONTRACT PERFORMANCE SECURITY**

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

**7.0** 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.

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

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

Thanking you,

Yours faithfully,

(Signature)

Date:

Name:

Place:

Designation:

Business Address:

Seal

**Performa 'IV'**

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

***PARTICULARS OF BIDDER***

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

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

**Witness:**

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

**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/2017-18/04** 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>Net Profit (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>
1	Details of client along with address, telephone		
2	Contract no. & date		
3	Order Value(Rs. Lacs)		
4	Work / Job description		
5	Date of order issued		
6	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>
<b>1</b>	PAN number		
<b>2</b>	TAN Number		
<b>3</b>	GST Number		

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

**(Signature of Authorized person)**

**Date:**

**Place:**

## Annexure 'C'

### **Service Level Agreement & Penalty**

#### **Penalty for failure of service(s) except for unforeseen circumstances as decided by DGSE:**

Penalties shall be imposed in case of breakdown of the link between the cloud server and the third party application/the user as mentioned below:

On failure to provide the continuous service, a penalty will be levied as calculated in the table mentioned below:

<b>No. of working days</b>	<b>Penalty amount for the service(s)</b>
Up-time 99.9 % or above	No Penalty
Less than 99.9 % uptime	Rs 500/- <b>per hour</b>

No payment shall be paid for the period the server is down or there is no connectivity on pro-rata basis.

Uptime less than 95% any day may lead to cancellation of contract by this office.