BID NO: 2010 / ICT project / maint / Ph-2

Punjab ICT Education Society (PICTES)

Request for Proposal (RFP)

For

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

of

Existing I.T. Infrastructure (Hardware, UPSs and System Software etc.) in 2363 Government Schools in rural and urban areas across the State for 3-Year Duration

Under

Information and Communication Technology (ICT) Education Project

Date of Issue of Bid Documents: 20.09.2010 onwards

Date of Pre-Bid Conference: 30.09.2010 at 3:00 pm

Last Date of Issue of Bid: 06.10.2010 upto 12:00 noon

Last Date for submission of Bid 18.10.2010 upto 2:00 pm

Date of opening of Pre-Qualification Bid: 18.10.2010 upto 2:30 pm

Punjab ICT Education Society (PICTES) SCO 162-164, 3rd Floor, Sector 34 A, Chandigarh Ph. No. 0172-5043258, Fax 0172-5043244

e-mail: dmictmail@gmail.com

Bid No.	:	BID NO: 2010 / ICT project / maint / Ph-2
Serial No. of Document:	:	
Issued to	:	
Against request No.	:	
Dated	:	
and payment of cost of tendered		ment for Rs. 2000/- (Rupees Two Thousand only) to
Name of the bank a	ınd Addr	ess:
Demand Draft No. a	and date	:
Tender document issued o	n:	

Authorized Signatory

TENDER SUMMARY

	EMD (Rs.) in	Bid Document Cost	Last Date & Time		
Bid No.	shape of bank Demand Draft	(Rs.) Non-refundable	Bid Submission	Bid Opening	
2010 / ICT project / maint / Ph-2	Rs. 5,00,000/- (Rs. Five lac)	Rs. 2,000/- (Rs. Two thousand only)	18.10 2010 at 2:00 pm	18.10.2010 at 2:30 pm	

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SECTION I

INVITATION FOR BIDS

A. Information & Communication Technology (ICT) Education Project

In 2005, the Punjab ICT Education Society (PICTES) constituted under aegis of Department of School Education had launched Information and Communication Technology (ICT) Education Project for providing compulsory computer education for the students of class 6th to class 12th in all government upper primary schools.

Under Phase II of ICT project, the Infrastructure was procured on five-year lease from M/s HCL Infosystems Ltd. Term of the contract with HCL Infosystems Ltd will be expiring on 9th Jan, 2011. Infrastructure such as computers, UPSs, voltage stabilizers, Dot matrix printers, networking of computer lab and system & application software was installed in each lab of these Schools.

Punjab ICT Education Society (PICTES) intends to outsource the Operation and maintenance (O&M) including insurance of the existing hardware & software at 2363 government upper primary schools under ICT project phase-II for a period of next three (3) years after expiry of the contract. The selected Hardware Maintenance Service Provider (HMSP) will be paid total service cost in six-equal six monthly installments for providing operational and maintenance support for the IT infrastructure of PICTES during 3-year period.

Accordingly, sealed bids are invited from the reputed National and/ or International Company for Operation & maintenance (O&M) support of IT infrastructure whose details are given in the following table (Detailed technical specifications are given in section IV):

	Number of Government Primary Schools – 2363	
Sr. No.	Item Description	Phase II
a.	Server computers with Windows Server 2003 OS (HCL Server)	1677
b.	Desktop Computers with Windows XP professional OS (HCL Server)	14012
C.	Dot Matrix Printers (DMPs) - Wipro make	1677
d.	1 KVA Line interactive UPSs with 2 hours battery backup (APC make) and additional 24 Volt Charger	194
e.	2.2 KVA Line interactive UPSs with 2 hours battery backup (APC make) and additional 48 Volt Charger	1202
f.	3 KVA Line interactive UPSs with 2 hours battery backup (APC make) and additional 48 Volt Charger	802
g.	2 KVA Stabilizer installed before 1 KVA UPS system	194
h.	4 KVA Stabilizer installed before 2.2 KVA UPS system	1202
i.	5 KVA Stabilizer installed before 3 KVA UPS system	802
j.	Local Area Network (LAN) including Networking components	1665
k.	System Software – MS Visual Studio.Net, Encarta, MS Office Professional, MS Windows	-

B. Hardware provided by Intel

Number of computers, HCL make – 400 Nos.

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

Hardware

- 1. The existing service provider shall be responsible for making it functional before handing over the same to the new Hardware Maintenance Service Provider (HMSP).
- 2. Replacement of hardware in case of theft, fire, physical damages through insurance cover for the entire infrastructure during the lease period of three (3) years.
- 3. Keep the infrastructure including Hardware, software, networking up & in running condition as per the service levels prescribed by providing the required support and services.
 - Deploying support engineers to ensure the service level/ uptime agreed in the Service Level Agreement (SLA) at appropriate locations for maintenance, trouble-shooting and repair purposes.
 - Stocking of required spares of hardware items at appropriate locations in the State for quick response and resolution time.
 - The Selected Bidder shall be required to setup at-least five storage centre for spares parts and with adequate number of resident engineer in each of the 20 districts across the State Punjab for service support.

System Software

- 4. Ensure smooth functioning & support of system software installed in the labs.
- 5. Installation or reloading of system software products as decided by the client

Bid conditions

- 1.1 This invitation to the Bidders is for selecting the Hardware Maintenance Service Provider (HMSP) for 3-year Operation & Maintenance Contract of Existing IT infrastructure.
- 1.2 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.
- 1.3 Sealed offers prepared in accordance with the procedures enumerated in Clause 2.1 should be submitted to the **PICTES**, **Punjab** not later than the date and time laid down, at the address given in the **Schedule for Invitation to Bid** under Clause 1.8. (Given below)
- 1.4 The Bidder must furnish Earnest Money Deposit (EMD) for Rs. 5,00,000/- (Rs. Five lakhs) in favour of **DGSE**, **PICTES**, **Punjab**, "payable at Chandigarh", in the envelope containing the Pre-Qualification bid. Failing which the bid will be rejected.
- 1.5 This Tender document is not transferable.

- 1.6 The Department of School Education reserves the rights to reject any bid or all the bids without assigning any reasons and revising quantity, fine-tuning specifications as per requirement of Government of Punjab before opening the commercial bids.
- 1.7 The bidder will accept all conditions of the Bid Document unconditionally or depending upon the decisions of the Tender Evaluation Committee

1.8 Schedule for Invitation to Tender:

a) Name of the Client:

Punjab ICT Education Society (PICTES), Punjab SCO 162-164, 3rd Floor, Sector 34 A, Chandigarh

b) Addressee and Address at which Bids are to be submitted:

Punjab ICT Education Society (PICTES), Punjab SCO 162-164, 3rd Floor, Sector 34 A, Chandigarh

c) Place Time and Date of Pre-bid conference:

Punjab ICT Education Society (PICTES), Punjab SCO 162-164, 3rd Floor, Sector 34 A, Chandigarh at 30.09.2010 2010 at 3:00 pm

d) Latest time and date for submission of completed bids:

Up-to 2:00 pm on 18.10.2010

e) Place Time and Date of opening of Pre-qualification bids:

Punjab ICT Education Society (PICTES), Punjab SCO 162-164, 3rd Floor, Sector 34 A, Chandigarh at 2:30 pm 18.10.2010

- f) Technical bids of only the Pre-qualified bidders will be **opened and** scrutinized at the same time (same date as 'e' above) and if need be, on the following day(s) to be announced on the spot.
- g) Date till which the bid is valid: 120 days from last date of submission of bids.

Note: The Client shall not be responsible for any postal delays about non-receipt/ non-delivery of the documents. All late bids/ incomplete bids would be rejected outrightly

SECTION II

INSTRUCTIONS TO BIDDERS

A INTRODUCTION

1 PROCEDURE FOR SUBMISSION OF BIDS

It is proposed to have a **Three-Cover System** for this bid.

- a) Pre-qualification documents (2 copies) in one cover.
- b) Technical Bid (2 copies) in one separate cover.
- c) Commercial Bid (2 copies) in another separate cover.
- 1.1 The Bidders must place their pre-qualification, technical and commercial bids in two separate envelopes, super-scribed with separate **Bid titles** as follows:
 - A. PRE QUALIFICATION BID
 - **B. TECHNICAL BID**
 - C. COMMERCIAL BID
- 1.2 The Bidder shall have to qualify the pre-qualification Bid.
- 1.3 **Pre-Qualification Bids** will be opened on the prescribed date and time.
- 1.4 Technical Bids of only those Bidders will be opened who qualify the Pre-Qualification round after the initial processing of pre-qualification bid on the same day or at a date and time to be notified on the same day. The technical specifications may be fine-tuned before calling for the revised Commercial bids.
- 1.5 A minimum time of 4 days would be allowed for the submission of the revised Commercial Bids, if so required, based on the fine tuned specification as in Para 1.4 or otherwise by only those Bidders who will qualify both the Pre-Qualification Bid and the Technical Bid and would be opened immediately thereafter.
- 1.6 Each copy of the Pre-qualification document should be covered in a separate sealed cover super-scribing the wording 'Pre-qualification

- document'. Both copies should be separately marked as "original copy" and "first copy" respectively. Thereafter, both the copies should be put in a single sealed cover super-scribing the wording "Pre-qualification document for Selection of Hardware Maintenance Service Provider (HMSP) for phase-II of ICT project".
- 1.7 Each copy of Technical Bid of the Bid should be covered in a separate sealed cover super-scribing the wording "Technical Bid". Both copies should be separately marked as "original copy" and "first copy" respectively. Thereafter, both the copies should be put in a single sealed cover super-scribing the wording "Technical Bid for Selection of Hardware Service Provider (HMSP) for phase-II of ICT project".
- 1.8 Please note that commercial aspects (prices, cost, charges, lease payments etc.) should not be indicated in the Pre-qualification Bid or the Technical Bid and should be quoted only in the Commercial Bid.
- 1.9 Each copy of Commercial Bid of the Bid should be covered in a separate sealed cover super-scribing the wording "Commercial Bid". Both copies should be separately marked as "Original copy" and "First copy" respectively. Thereafter, both the copies should be put in a single sealed cover super-scribing the wording "Commercial Bid for Selection of Hardware Maintenance Service Provider (HMSP) for phase-II of ICT project". Commercial Bid should only indicate prices in the prescribed format.
- 1.10 The cover thus prepared should also indicate clearly the name and address of the Bidder to enable the Bid to be returned unopened in case it is received "Late".
- 1.11 The bids received late and declared late by the Bid Evaluation committee after the last date and time for receipt of bids prescribed in the bid document or otherwise shall be rejected and/or returned unopened to the Bidder.
- 1.12 Each copy of the bid should be a complete document with Index & page numbering and should be bound as a volume. Different copies must be bound separately.

2. 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 Biding process.

3. The Bidder is expected to carefully examine all instructions, forms, terms and specifications in the Bid Document. Failure to furnish all information required in the Bid Document or submission of a bid not substantially responsive to the Bid Document in every respect will be at the Bidder's risk and may result in the rejection of the bid

4. CLARIFICATION REGARDING TENDER DOCUMENT

A prospective Bidder requiring any clarification of the Bid Document may notify the Client in writing at the Client's mailing address indicated in Clause 1.8 of Section I. The Client will respond in writing to any request for clarification of the Bid Document, received, not later than 7 days prior to the last date for the receipt of bids prescribed by the Client. Written copies of the Client response (including an explanation of the query but without identifying the source of Inquiry will be sent to all prospective Bidders who have received the Bid Documents

5. **AMENDMENT OF TENDER DOCUMENT.**

- At any time upto the last date for receipt of bids, the Client, 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.
- 5.2 The amendment will be notified in writing or by telex or cable or e-mail to the prospective Bidders who have received the Bid Documents and will be binding on them.
- 5.3 In order to afford prospective Bidders reasonable time or otherwise for any other reason, in which to take the amendment into account in preparing their bids, the Client may, at his discretion, extend the last date for the receipt of Bids.

B. PREPARATION OF BIDS

6. LANGUAGE OF BIDS

The Bids prepared by the Bidder and all correspondence and documents relating to the bids exchanged by the Bidder and the Client, shall be written in the English language, provided that any printed literature furnished by the Bidder may be written in another language so long as accompanied by an English translation in which case, for purposes of interpretation of the bid, the English translation shall govern

7 DOCUMENTS COMPRISING THE BIDS

- 7.1 Conditional bids shall not be entertained.
- 7.2 The Bids prepared by the Bidders shall comprise of following components (Bid documents are to be submitted in the order of prequalification clauses along index page no., otherwise bid will be disqualified):

Pre-Qualifying Document shall consist of following: -

- a) Bid Proposal sheet duly filled-in, signed and complete in all respects. (Proforma -I)
- b) Qualifying data duly filled in as per relevant proforma provided in the bid proposal that the bidder is eligible to bid and is qualified to perform the contract, as and when required to do so (Performa -II).
- c) The Bidder must furnish <u>Earnest Money Deposit (EMD)</u> of Rs. 5 lakhs (Rupees five lakhs only) which shall be in the form of Demand Draft drawn on any scheduled bank in favour of **DGSE**, **PICTES**, **Punjab**, "payable at Chandigarh", failing which the bid will be rejected. This earnest money is to be submitted along with the pre-qualification documents.
- d) Consortium is Not allowed.
- e) The bidder must have an average annual turnover of Rs. 50 Crores over last 3 years from IT Hardware supply, installation and Maintenance Services. Out of which, atleast Rs. 25 crore should be from Maintenance Services over last 3 years. Please attach proof.
- f) The Bidder must have executed at least two similar projects worth Rs. 2.5 Crores each for hardware supply and Maintenance support in Govt. Sector/ PSUs/ Banks in the last three years. Of which, two deals of Rs. 25 lakhs each on maintenance Services. Please attach proof of certificates of running/completion satisfactorily of these projects from respective clients

- g) The bidder must have at-least 100 field engineers for repair and maintenance support on the direct payroll of Bidder Company. Attach the list mentioning their Name, Mobile Number, PF number, ESI Number, Place of Posting and Qualification.
- h) The Bidder must have valid PAN issued by Income Tax Authorities, India. Attach copy.
- i) The Bidder must have valid Service Tax No., Sales Tax/ VAT No. Attach copy.
- j) Bidder must have Online Call Registration System and a dedicated Call Centre with toll free numbers to register the hardware related complaints. The list of Phone Numbers of Call Centre and the URL of Online Call Registration System will be intimated before signing the contract. If toll free number facility is not existing, the bidder will arrange the facility before start of support services
- k) The spares to be replaced under this contract should be of same or higher specifications of the already installed in the schools. The Bidder shall give a certificate regarding the use of quality & genuine components for IT Resources as per Performa V.
- 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.

Technical Bid shall consist of the following: -

Bidder must submit papers on methodology for operation and maintenance (O&M) of hardware and software products during the lease period of three (3) years.

Commercial Bid consisting of the following: -

The commercial bid consist of two parts.

- Price Schedule Part I: The bidder is required to submit leased charges in first part, which will be used for evaluation purposes. (Performa IV Part I) for ICT project.
- Unit Price Schedule Part II: The bidder is required to submit unit cost on LMT basis.
 - PICTES may issue order(s) for additional hardware items as per its requirements within 6 months and the bidder shall be required to provide service and support services for additional units at the specified Schools/ locations.
 - The bidder may please note that the accumulated cost of all items (under Part-II of Price Bid) must match with total quoted leased charges (under Part-I of Price Bid) as per given quantities.

- The payment conditions in this case would be same (on LMT basis) as given in Price Schedule - Part I with Six (6) equal half yearly installments.
- The prices will be valid for a period of 6 months from the date of signing the contract.
- (a) Commercial Deviations, if any, from the terms and conditions and specifications as specified in the Bidding Documents (Performa-V).

SECTION-III

Terms and conditions of the tender

- 1.1 The client reserves the right to carry out the capability assessment of the bidders and the client's decision shall be final in this regard.
- 1.2 The individual signing the tender or other document, in connection with the tender must certify as to whether he or she has signed as:
 - a). A "Sole proprietor " of the firm or constituted attorney of such sole proprietor.
 - b). A partner of the firm, if it be partnership, in which case he must have authority to refer to arbitration disputes concerning the business partnership either by virtue of the partnership agreement or a power of attorney. In the alternative, all the partners should sign the tender.
 - c). Constituted attorney of the firm, if it is a company.
- 1.3 The bidder shall not sub-contract any part of the contract without written permission of the client.

2. Delay in the bidder's performance & penalty:

- 2.1 The bidder shall submit a performance Bank Guarantee of Rs. 5 lakhs (Five lakhs only) in the prescribed Performa within 4 (four) weeks of the signing of the contract and would be valid for lease period of three (3) years.
- 2.2 An unexcused delay by Hardware Maintenance Service Provider (HMSP) in the performance of its O&M obligations shall render him liable to any or all of the following penalties:-
 - 2.2.1 To be calculated as per the Service Level Agreement (SLA), attached as annexure B.
 - 2.2.2 Forfeiture of earnest money/ bank guarantee.
 - 2.2.3 Hiding of facts, misrepresentation, corrupt practices by the Bidder if revealed at any stage, would amount to forfeiture of EMD/ bank guarantee and subsequently the firm may also be blacklisted.

3. Standard of performance

- 3.1 Hardware Maintenance Service Provider (HMSP) shall carry out the O&M services under the contract with due diligence, efficiency in accordance with generally accepted norms techniques and practices used in the industry.
- 3.2 It shall employ appropriate advanced technology and safe and effective equipment, machinery, material and methods. Hardware Maintenance

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

- 3.3 Terms and conditions of performance.
 - HMSP must provide maintenance services from reasonable distance from Government School.
 - ➤ HMSP must maintain the equipment for smooth operations as per the service level agreement (SLA), attached as per annexure B.
 - ➤ The services shall be provided Mondays to Saturdays on working hours of the Government Schools.
 - ➤ HMSP will be responsible for onsite comprehensive maintenance/ support during 3-year lease period. On-site comprehensive maintenance will include whole of the infrastructure viz. Hardware, UPS system software, networking, DMPs etc. Replacement of Printer head is also covered under onsite comprehensive maintenance/support during 3-year lease period.
 - ➢ In case of default, the client has the right to arrange such task of maintenance/support at the risk and cost of HMSP, from any other source and shall be deducted from his next lease payment.
 - ➤ In case the equipment is damaged due to negligence on part of HMSP while conducting repairs or its maintenance/ performing his duty under the award of contract, then it would be the responsibility of the HMSP to replace the equipment without any additional costs within such period and in such manner that it would not effect the functioning of the School.
 - ➤ HMSP will do preventive maintenance once a quarter for upkeep and running of the infrastructure. This schedule will have to be adhered to strictly by him. Preventive Maintenance should generally be done on Non working days/ Beyond General Shift Hours.
 - > Client can move the equipment from one location to another with the help of HMSP.
 - ➤ HMSP should provide the details of support centres, engineers and other relevant of service facilities to the users at various levels.
 - > HMSP must keep spare parts for smooth running of the equipment. The faulty parts arising out of replacements shall be the HMSP's property.
 - ➤ In case of failure on part of the HMSP Provider with regard to such services, HMSP shall liable to be blacklisted and bank guarantee if any will be forfeited.

➤ HMSP shall be maintaining log register for complaints booking, resolution details etc for the purpose of calculating penalties, if any, for release of lease installment.

4. Use of contract documents and information

- 4.1 The HMSP shall not, without the client's prior written consent, disclose the contract or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of client in connection therewith to any person other than a person employed by the HMSP in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 4.2 The HMSP shall not use any document or information without the purchaser's prior written consent.
- 4.3 Any document other than the contract itself shall remain the property of the client and shall be returned (in all copies) to the client on completion of the HMSP's performance under the contract if so required by the client.

5. Schedule of payment

- 5.1 The entire amount shall be released in six equal half-yearly installments during lease period of three (3) years.
- 5.2 For a particular year, an annual payment of O&M amount will be released in two equal installments on the submissions of bills by the Hardware Service Provider (HMSP) after deducting the penalties, if any, based on the SLA parameters.
- 5.3 The fault logging system/ log registers maintained in the schools/locations will determine the level of services according to Service Level Agreement.

 PICTES will process the submitted bills as per data available in the database of fault logging system.
- 5.4 No part payment will be made.

6 Price fall

- 6.1 The prices charged for the Services under the contract by the bidder shall in no event exceed the lowest price at which the bidder offered services of identical description to the Department of the Central or State Government or any Statutory undertaking of the central or State Government, as the case may be, during the currency of the contract.
- 6.2 If, at any time before the signing of contract the prices are lowered on account of service tax or other related activity, the bidder shall pass on these benefits to the client.

7. Taxes and duties

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

8. INSURANCE:

The installed equipment under the contract shall be fully insured throughout the contract period of three (3) years by the bidder against loss, theft or damage.

Insurance policy and claims will be made in the name of PICTES. All documents will be signed by the authorized signatory of the PICTES. However, all work pertaining to getting insurance done, preparing claims, and providing replacement of hardware against stolen hardware etc will be done by the bidder. For receiving payments against insurance claims, a separate account will be opened by the PICTES and money will be transferred by the bidder from time to time.

9. Liquidated damages

In the event of the failure of the bidder to start delivering the maintenance services to the Client, then he shall be liable for penalties per school as per under:

- Per week, 1% of the total contract value shall be deducted for unfinished tasks subject to maximum of 4% (4 weeks).
- After 4 weeks, the penalties shall be doubled.
- If for another 4 weeks, the HMSP is not be able to complete the unfinished tasks, the client reserves the right to take further actions for cancellation of work order.

10 Termination for default

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

- 10.1 The HMSP fails to deliver any or all of the obligations within the time period(s) specified in the contract or any extension thereof granted by the client.
- 10.2 The HMSP fails to perform any other obligation(s) under the contract.

11. Termination for solvency

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

12. Termination for convenience

The client may by written notice send to the vendor, terminate the contract in whole or in part at any time for its convenience. The notice of termination shall specify that termination is for client's convenience, the extent to which

performance of work under the contract is terminated, and the date on which such termination becomes effective.

13 "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.

14. Suspension

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

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

15. HMSP's service support personnel

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

16. HMSP Project Manager

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

17. Documents prepared by the HMSP to be the property of the client

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

18. Confidentiality

The HMSP and its personnel shall not, either during the term or after expiration of this contract, disclose any proprietary or confidential information relating to the services, contract or the client's business or operations without the prior written consent of the client.

19. Force Majeure

19.1 Notwithstanding the provisions of the tender, the HMSP shall not be liable for forfeiture of its performance security, liquidated damages or termination

for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.

- 19.2 For purposes of this Clause, "Force Majeure" means an event beyond the control of the HMSP and not involving the HMSP and not involving the HMSP fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the client either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes
- 19.3 If a Force Majeure situation arises, the HMSP shall promptly notify the client in writing of such conditions and the cause thereof. Unless otherwise directed by the client in writing, the HMSP shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. The client may terminate this contract, by giving a written notice of minimum 30 days to the HMSP, if as a result of Force Majeure, the HMSP being unable to perform a material portion of the services for a period of more than 60 days.

20. 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.

21. Other Conditions

- 21.1 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.
- 21.2 In all matters and disputes arising thereunder, the appropriate Courts at Chandigarh alone shall have jurisdiction to entertain and try them.
- 22.3 The HMSP shall provide training on appropriate aspects wherever desirable that client feels necessary to such persons as nominated by the client, wherever required.
- 23.4 In case the equipment is damaged due to negligence on part of HMSP while performing his duty under the award of contract, then it would be the responsibility of the HMSP to replace the equipment without any additional costs within such period and in such manner that it would not effect the functioning of the Government School.

Section IV

SCOPE OF WORK

A. Information & Communication Technology (ICT) project

In 2005, the Punjab ICT Education Society (PICTES) constituted under aegis of Department of School Education had launched Information and Communication Technology (ICT) Education Project for providing compulsory computer education for the students of class 6th to class 12th in all government upper primary schools.

Under Phase II of ICT project, the Infrastructure was procured on five-year lease from M/s HCL Infosystems Ltd. Term of the contract with HCL Infosystems Ltd will be expiring on 9th Jan, 2011. Infrastructure such as computers, UPSs, voltage stabilizers, Dot matrix printers, networking of computer lab and system & application software was installed in each lab of these Schools.

Punjab ICT Education Society (PICTES) intends to outsource the Operation and maintenance (O&M) including insurance of the existing hardware & software at 2363 government upper primary schools under ICT project phase-II for a period of next three (3) years after expiry of the contract. The selected Hardware Maintenance Service Provider (HMSP) will be paid total service cost in six-equal six monthly installments for providing operational and maintenance support for the IT infrastructure of PICTES during 3-year period.

Accordingly, sealed bids are invited from the reputed National and/ or International Company for Operation & maintenance (O&M) support of IT infrastructure whose details are given in the following table (Detailed technical specifications are given in section IV):

	Number of Government Primary Schools – 2363	
Sr. No.	Item Description	Phase II
а	Server computers with Windows Server 2003 OS (HCL Server)	1677
b.	Desktop Computers with Windows XP professional OS (HCL Server)	14012
C.	Dot Matrix Printers (DMPs) - Wipro make	1677
d.	1 KVA Line interactive UPSs with 2 hours battery backup (APC make) and Additional 24 Volt Charger	194
e.	2.2 KVA Line interactive UPSs with 2 hours battery backup (APC make) and Additional 48 Volt Charger	1202
f.	3 KVA Line interactive UPSs with 2 hours battery backup (APC make) and Additional 48 Volt Charger	802
g.	2 KVA Stabilizer installed before 1 KVA UPS system	194
h.	4 KVA Stabilizer installed before 2.2 KVA UPS system	1202
i.	5 KVA Stabilizer installed before 3 KVA UPS system	802
j.	Local Area Network (LAN) including Networking components	1665
k.	System Software - MS Visual Studio.Net, Encarta, MS Office Professional, MS Windows	-

B. Hardware provided by Intel

Number of computers, HCL make – 400 Nos.

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

Hardware

- 1. The existing service provider shall be responsible for making it functional before handing over the same to the new Hardware Maintenance Service Provider (HMSP) through this RFP.
- 2. Replacement of hardware in case of theft, fire, physical damages through insurance cover for the entire infrastructure during the lease period of three (3) years.
- 3. Keep the infrastructure including Hardware, software, networking up & in running condition as per the service levels prescribed by providing the required support and services.
 - Deploying support engineers to ensure the service level/ uptime agreed in the Service Level Agreement (SLA) at appropriate locations for maintenance, trouble-shooting and repair purposes.
 - Stocking of required spares of hardware items at appropriate locations in the State for quick response and resolution time.
 - The Selected Bidder shall be required to setup at-least five storage centre for spares parts and with adequate number of resident engineer in each of the 20 districts across the State Punjab for service support.

System Software

- 4. Ensure smooth functioning & support of system software installed in the labs.
- 5. Installation or reloading of system software products as decided by the client

List of Government schools where ICT infrastructure is installed

• List of Government schools /locations along-with distribution of ICT infrastructure is given in **Annexure A** (To be provider later)

Detailed technical configuration of ICT Infrastructure

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

Sr. No.	Item Description and make	Detailed technical configurations			
1.	Server Computer	СРИ	AMD Athles 64 200		
	(HCL		AMD Athlon 64 300+		
	Infiniti)	Motherboard	ATI RS-482		
		Hard Disk	80 GB SATA HDD 7200 RPM		
		Memory	2*256 MB DDR SDRAM(400 Mhz)		
		Combo Drive	DVD CDR Combo Drive16X DVD, 52X,32X,52X CDR		
		FDD	1.44MB		
		Modem	56 KBPS internal Modem		
		Monitor	15" SVGA Color Monitor		
		Keyboard	107 Keys KBD		
		Mouse	Optical Mouse with pad		
		Ports	1* Serial, 1*Parallel ,2*PS/2, 1*VGA, 4*USB		
		Cabinet	Micro ATX Tower Cabinet		
		SMPS	250 W Enhance Electonics		
		LAN	Gigabit Ethernet		
		Operating System	Window 2003 Server		
		Antivirus	Etrust Anti Virus		
	Dust Cover Dust Cover For CPU, Monito		Dust Cover For CPU, Monitor & Keyboard		
CPU AMD Sempron 2600+		AMD Sempron 2600+			
	Motherboard MSI-CPU Support: 3700+ & I		MSI-CPU Support: 3700+ & Higher		
		Memory	256 MB DDR RAM		
		Hard Disk	40 GB HDD 7200 RPM		
		Monitor	15" SVGA Color Monitor		
		Keyboard	107 Keys KBD		
		Mouse	Optical Mouse with PAD		
			1*Serial, 1*Parallel, 2*PS/2, 1*VGA, 4*USB with 2		
		Ports	USB in Front		
		Cabinet	Micro ATX Tower Cabinet		
		CD ROM	52X CD ROM Drive		
		SMPS	250 W		
		LAN	VIA 10/100 Fast Ethernet		
		Sound	Integrated Sound With Internal Speaker		
		Operating System	Window XP		
		Anti Virus	Etrust Anti Virus		
		Dust Cover	Dust Cover For CPU, Monitor & Keyboard		
2. Desktop Computer (HCL Infiniti) CPU AMD Sempron 2600+ Motherboard MSI-CPU Support: 3700+ & Higher					
		·			
	Memory		256 MB DDR RAM		
		Hard Disk	40 GB HDD 7200 RPM		
		Monitor	15" SVGA Color Monitor		

Sr. No.	Item Description and make	Detailed technical configurations					
		Keyboard	107 Keys KBD				
		Mouse	Optical Mouse with PAD				
			1*Serial, 1*Parallel, 2*PS/2, 1*VGA, 4*USB with 2				
		Ports	USB in Front				
		Cabinet	Micro ATX Tower Cabinet				
		CD ROM	52X CD ROM Drive				
		SMPS	250 W				
		LAN	VIA 10/100 Fast Ethernet				
		Sound	Integrated Sound With Internal Speaker				
		Operating System	Window XP				
		Anti Virus Etrust Anti Virus					
		Dust Cover Dust Cover For CPU, Monitor & Keyboard					
3.	UPS Line Interactive (APC make)	1 KVA UPS with Minimum 2 hours backup time					
4.	-do-	2 KVA UPS with Minimum 2 hours backup time					
5.	-do-	3 KVA UPS with 2 hours backup time					
6.	Stabilizer (Powertron Make)	2 KVA installed before 1 KVA UPS					
7.	-do-	4KVA installed before 2 KVA UPS					
8.	-do-	5KVA installed before 3 KVA UPS					
9.	Networking	24 Port 10/100 Mbps DAX Switch, 15 * I/O, Patch cords and other structured					
10	components Printer	cabling material in each lab – as per requirements of the site					
10.	(Epson)	Wipro LX 540 DX					

Note: The bidder is requested to visit any such School where ICT infrastructure is installed, to verify the above hardware.

Computers provided by Intel (HCL make)

CPU	Intel Celeron 1.2 Ghz Embedded in the Motherboard
Hard Disk	80 GB HDD IDE
Memory	256 MB RAM Embedded in the Motherboard
Combo Drive	DVD ROM Drive IDE
Modem	56 KBPS onboard Modem
Monitor	15" SVGA Color Monitor
Keyboard	107 Keys KBD
Sound	Integrated Audio with Mic ports
Mouse	PS2 Ball Scroll Mouse

Ports	1*Serial, 2*PS/2, 1*VGA, 4*USB, 1*LAN	
Cabinet	Mini Tower Cabinet	
LAN	Intel Pro 10/100	
Operating System	Window XP Professional	

SECTION-V

BID DATA SHEETS

PROFORMA -I

BID PROPOSAL SHEET

Bidder's Proposal Reference No. & Date :

Bidder's Name & Address :

Person to be contacted :

Designation :

Telephone No. Telex No.: Fax No:

To

Director General-cum-Member Secretary Punjab ICT Education Society (PICTES) C/o Department of School Education, Punjab SCO 104-106, Sector-34A, Chandigarh

Subject: Proposal for Operation and Maintenance (O&M) of existing ICT

infrastructure purchased under phase II of ICT project

Dear Sir.

We, the undersigned bidders, having read and examined in detail all the bidding documents in respect of outsourcing the Operation and Maintenance (O&M) of the existing ICT infrastructure purchased under phase II of ICT project and do hereby propose to provide the same as and when required.

2 PRICE AND VALIDITY

- 2.1 All the prices mentioned in our proposal are in accordance with the terms as specified in bidding documents. All the prices and other terms and conditions of this proposal are valid for a period of 120 days from the last date of submission of bids.
- 2.2 We do hereby confirm that our bid prices include all taxes and cess including Income Tax.
- 2.3 We have studied the Clauses relating to valid Indian Income Tax and hereby declare that if any Income Tax, Surcharge on Income Tax and any other Corporate Tax is altered under the law, we shall pay the same.

3 EARNEST MONEY

We have enclosed the required earnest money in the form of Bank Draft in the Pre Qualification bid envelope. It is liable to be forfeited in accordance with the provisions of bid document.

4 QUALIFYING DATA

We confirm having submitted in qualifying data as required by you in your tender 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.

5. 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/Draft as per the terms and condition of the bid document

- 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.
- Bid submitted by us is properly sealed and prepared so as to prevent any subsequent alteration and replacement.
- 8. 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

PROFORMA -II

PARTICULARS OF TENDERER

TEND	ERER'S PARTICULARS FOR TEND	ER NO.	2010/ICT project/ maint/ Ph-2
1.	Name of the Bidder		:
2.	Address of the Bidder		:
3.	Year of Establishment		·
4.	Name of the affiliated firms (if any)		·
	(Attach separate annexure)		
5.	Bidder's proposal number & date		<u>;</u>
6.	Name & address of the officer		<u>:</u>
	to whom all references shall be made regarding this tender		
7.	Annual turnover of the firm for the last 3 successive years .		:
8.	Name of the Dept./Institution where such maintenance services has already been provided (Attach separate annexure)		
	Telex Telephone Fax No.		
true to	As of the date the information furnis the best of my knowledge.	hed in a	Il parts of this form is accurate and
Witnes	SS:		
Signat	ure	Signat	ure
Name		Name	
Designation Desi		Design	nation
Addres	SS	Addres	SS
Compa	any	Compa	any
Date	<u></u>	Date	·
(With 1	any Seal Name & Designation person signing the tender)		

PERFORMA-III

CHECKLIST & ORDER IN WHICH DOCUMENTS ARE SUBMITTED

(To be filled by the bidder)

S. No	Condition / Item	Yes/ No	Page S.No.(s)	Remarks
1.	Bid Proposal sheet duly filled-in, signed and complete in all respects. (Proforma -I)			
2.	Qualifying data duly filled in as per relevant proforma provided in the bid proposal that the bidder is eligible to bid and is qualified to perform the contract, as and when required to do so (Performa -II)			
3.	The Bidder must furnish <u>Earnest Money</u> <u>Deposit (EMD)</u> of Rs. 5 lakhs (Rupees five lakhs only) which shall be in the form of Demand Draft drawn on any scheduled bank in favour of DGSE , PICTES , Punjab , " payable at Chandigarh ", failing which the bid will be rejected This earnest money is to be submitted along with the prequalification documents			
4.	Consortium is Not allowed			
5.	The bidder must have an average annual turnover of Rs. 50 Crores over last 3 years from IT Hardware supply and Maintenance Services. Out of which, atleast Rs. 25 crore should be from Maintenance Services. Please attach proof.			
6.	The Bidder must have executed at least two similar projects worth Rs. 2.5 Crores each for hardware supply and Maintenance support in Govt. Sector/ PSUs/ Banks in the last three years. Of which, two deals of Rs. 25 Iskhs each on maintenance Services. Please attach proof of certificates of running/completion satisfactorily of these projects from respective clients			
7.	The bidder must have at-least 100 field engineers for repair and maintenance			

	support on the direct payroll of Bidder Company. Attach the list mentioning their Name, Mobile Number, PF number, ESI Number, Place of Posting and Qualification	
8.	The Bidder must have valid PAN issued by Income Tax Authorities, India. Attach copy.	
9.	The Bidder must have valid Service Tax No., Sales Tax/ VAT No. Attach copy	
10.	Bidder must have Online Call Registration System and a dedicated Call Centre with toll free numbers to register the hardware related complaints. The list of Phone Numbers of Call Centre and the URL of Online Call Registration System will be intimated before signing the contract. If toll free number facility is not existing, the bidder will arrange the facility before start of support services	
11.	The spares to be replaced under this contract should be of same or higher specifications of the already installed in the schools. The Bidder shall give a certificate regarding the use of quality & genuine components for IT Resources as per Performa V	
12.	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	

Performa-IV PRICE SCHEDULE (In Rs.) – Part I

Operation and Maintenance Support for IT Infrastructure under ICT project phase-II ICT Education project for next 3 years

Unit Amount to be paid per installment (In Crores)

(Half-yearly)

In figure:	
In words:	Only
Total leased amount to be paid in Six Equal yearly installments (Rs. In crore)	half
In figure:	
In words:	Only

(Signature)/Seal

Performa-IV PRICE SCHEDULE (In Rs.) – Part II

Sr. No.	Item Desc.	Qty.	Unit O&M cost (inclusive of all taxes)	Total Amount (inclusive of all taxes)
	Maintenance costs			
1.	Server Computer	1677		
2.	Desktop Computer	14012		
3.	1 KVA UPS Line Interactive and Additional 24 Volt Charger	194		
4.	2 KVA UPS Line Interactive and Additional 48 Volt Charger	1202		
5.	3 KVA UPS Line Interactive and Additional 48 Volt Charger	802		
6.	Stabilizer (2 KVA installed before 1 KVA UPS)	194		
7.	Stabilizer (4 KVA installed before 2 KVA UPS)	1202		
8.	Stabilizer (5 KVA installed before 3 KVA UPS)	802		
9.	Local Area Network (LAN) including Networking components	1665		
10.	Epson Dot Matrix Printer (DMP)	1677		
11.		400		
	Grand Total in figures			

Grand Total in words

(Signature)/Seal

Annexure B

Service Level Requirements

Service Level Requirements (SLR) mentioned here is binding for the selected vendor. Notwithstanding the Technical Bid proposed by the bidders, these SLRs will be applicable to the selected vendor.

A. Working Time

Working time for the School users should be school timings (Monday to Saturday, except holidays in the respective offices as declared from time to time)

B. Help Desk Response Time

Definition	Time in which a complaint / query is responded to by the IT service management.			
Service Level Requirement	The Help Desk Response Time benchmarks provided here are guidelines for THSP to implement.			
Measure of Service Level Parameter	Any Help Desk query should be classified in following three categories: > Service Level 1 (S1): Problems affecting all users in a School. > Service Level 2 (S2): Problems affecting more than five users in a School but not all users. > Service Level 3 (S3): Problems affecting less than five users in a School. The Selected vendor should provide service as per the following requirements:			
	Type of Query	On-Site Response Time (if required)	Helpdesk Response Time	Report to DSE (via defined email / fax / telephone / SMS)
	S1	Next working day	30 minutes	5 minutes
	S2	Two working days	1 hour	8 hours
	S 3	Three working days	2 hours	Weekly as part of Help Desk logs

C. Help Desk Requirementss Time

Definition	Time in which a complaint / query is resolved after it has been responded to by the IT service management.		
Service Level Requirement	The Help Desk Response Time benchmarks provided here are guidelines for THSP to implement.		
Measure of Service Level Parameter	of Any Help Desk query should be classified in following three categories: > Resolution Level 1 (RL1): Queries whose resolution requires additional investment components or time. For example, purchase of printer, software bug fixing etc.		
	Type of Query On-Site Response Time (if required)		
	R1	As mutually agreed by School and the selected vendor on case-to-case basis subjected to 6-7 working days. If beyond 7 days, permission of HQ, DSE is required to be obtained.	
	R2	Three working days	
	R3	One working day	

D. <u>Up-time</u>

Definition	Up-time is defined as the percentage of the total available time during which the equipment is available / performing		
Service Level Requirement	The up-time for each site measured on a six monthly basis (in tune with the payment cycle) should be more than or equal to 97%.		
Measure of Service Level Parameter	For each laboratory (lab), the uptime in a 6 month period will be calculated as:		
	Total available =	* working hours per day * working days in the six month period * { No. of Servers + No. of PCs + No. of Switches + No. of DMPs + No. of UPSs + No. of Stabilizers} in a lab	
	Total downtime hours	downtime in hours for all Servers * 5 + downtime in hours for all PCs * 1 + downtime in hours for all Switches * 4 + downtime in hours for all DMPs * 1 + downtime in hours for all UPSs * 5 + downtime in hours for all Stabilizers * 3	
	Average up-ti	Total downtime hours Total Available hours Total Available hours	
	The Selected vendor sho mechanism should be ab down-time of the equipm	ould provide software / tools / mechanisms to measure the same. Thee tool / ole to provide DSE / School with historical information about the up-time & ment.	
Penalty for non- achievement of	For each lab, penalties w	vill be levied as:	
Service Level Requirement	Up-time	Penalty	
	97% or more	- Nil -	
	Less than 97%	= 0.5% * { (Total Payment due) / (No. of Labs) } * { 97 – (actual up-time in percentage) }	