

**Request for Proposal (RFP)**  
**for**  
**Supply, Installation and Maintenance of**  
**IT Equipment & Peripherals**

Version 1.0



**Punjab Information & Communication Technology Corporation Ltd**

(A State Govt. Undertaking)

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DOCUMENT CONTROL SHEET		
S. No.	Particulars	Details
1.	Document Reference Number	<b>PICTC/ITeG/PRC/2014/004</b>
2.	Start date for issue of Tender Document	8 <sup>th</sup> Feb, 2014 (9 AM onwards)
3.	Last Date for Purchase of Tender Document	1 <sup>st</sup> Mar, 2014 (till 1 PM)
4.	Last date for submission of Queries online through the portal only	17 <sup>th</sup> Feb, 2014 (till 1 PM)
5.	Last date for submission of bids	1 <sup>st</sup> Mar, 2014 (till 5 PM)
6.	Date and time of opening of bids	4 <sup>th</sup> Mar, 2014 (11 AM onwards)
7.	Office address, Venue for pre-bid meeting, opening and evaluation of Bids	Punjab Information & Communications Technology Corporation Ltd. (Punjab Infotech), 5 <sup>th</sup> & 6 <sup>th</sup> Floor , Udyog Bhawan, 18 Himalaya Marg, Sector-17, Chandigarh – 160017
8.	Cost of Tender Document	Rs 2000/- (Rupees Two Thousand Only)
9.	Earnest Money Deposit	Rs 2,00,000/- (Rupees Two Lac Only)
10.	Processing Fee	Rs 2247/- (Rupees Two Thousand Two Hundred Forty Seven Only)
11.	Punjab Infotech Contact Details	Email: <a href="mailto:info@punjabinfotech.gov.in">info@punjabinfotech.gov.in</a> Phone: 0172-5256400
12.	e- Tender Website/ Help desk	Website: <a href="http://etender.punjabgovt.gov.in">http://etender.punjabgovt.gov.in</a> Email: <a href="mailto:etender.helpdesk1@punjabinfotech.gov.in">etender.helpdesk1@punjabinfotech.gov.in</a> Contact No: 0172-3953764, 9257209340, 8054628821
13.	Method of Selection	Least cost basis

In case a Central/ State Holiday are declared on any day, the event will be held on the next working day at the same time and same venue.

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## DEFINITIONS

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

- a) **“Bidder”** means vendor who submits Bid in response to this tender document.
- b) **“Bids”** means Online Bid submitted by bidders in response to the tender issued by the Corporation.
- c) **“Committee”** means committee constituted for evaluation of Bids.
- d) **“Contract”** means the Contract entered into by the parties for providing services defined in the tender along with the entire documentation specified in the tender.
- e) **“Corporation”** means Punjab Information & Communication Technology Corporation Ltd (PICTCL) also known as Punjab Infotech.
- f) **“Department”** means Punjab Government Departments/ Commissions/ Boards etc (such as Punjab Public Service Commission etc.
- g) **“ICT”** means Information and communication technology
- h) **“LAN”** means Local Area Network
- i) **“Last Three Financial Years”** means FY 2010-11, 2011-12 and 2012-13.
- j) **“OQR”** means the Online Query Resolution System of the portal.
- k) **“OEM”** means Original Equipment Manufacturer (including foreign vendors).
- l) **“O&M”** means Operations and Maintenance.
- m) **“Parties”** means the Department, Punjab Infotech and the Selected Vendor.
- n) **“Personnel”** means professional and support staff provided by the bidders to provide training or perform services to execute an assignment and any part thereof.
- o) **“PRC”** means Project Review Committee
- p) **“Portal”** will mean e-tender website <http://etender.punjabgovt.gov.in>
- q) **“SP”** means Telecom Service Provider such as BSNL/ Airtel/ Rliance etc.
- r) **“MTBF”** means Mean Time Between Failures
- s) **“MTTR”** means Mean Time to Repair.
- t) **“Services”** means the work to be performed by the bidder pursuant to this tender and to the contract to be signed by the parties in pursuance of any specific assignment awarded by the Corporation.

- u) **“SOW”** means Scope of Work for the selected bidder, specified in Section 4 of this document.
- v) **“The Term”** means three years period of contract.
- w) **“Tender No. or Document Reference No”** means the document or tender No. mentioned in the Document Control Sheet irrespective of whatever may be mentioned in the text of this document.

## **IMPORTANT NOTICES**

1. This tender document is not transferable.
2. Bidders are advised to study the document carefully. Submission of response shall be deemed to have been done after careful study and examination of the tender document with full understanding of its implications.
3. The response to this tender document should be full and complete in all respects. Incomplete or partial responses are liable to be rejected.
4. The bidder shall bear all costs associated with the preparation and submission of the response, including cost of demonstration, benchmarking and presentation for the purposes of clarification of the bid, if so desired by PICTC Ltd. PICTC Ltd will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the short listing process.
5. Further clarifications, corrigendum and any other information related to this tender will be available at the e-tendering website <http://etender.punjabgovt.gov.in> only.
6. PICTC Ltd reserves the right to accept or reject any or all responses without assigning any reason.







## **Section 1: Invitation for Bids**

### **1.1 Background**

Punjab Information & Communication Technology Corporation Limited (Punjab Infotech) earlier known as Punjab State Electronics Development and Production Corporation Limited was incorporated in 1976, as a State undertaking of Punjab, for the promotion and growth of Electronics Industry in the State of Punjab. PICTC commits itself for creating an enabling ecosystem for transformation of the State from resource based economy to knowledge based economy.

With the increasing need for a Government agency to execute IT and e-Governance projects on behalf of the Government, Punjab Infotech developed capacity for delivering the IT and e-Governance services to a large number of Departments in the State. In order to carry out the role assigned to Punjab Infotech by its Board and the Government of Punjab, the in-house capabilities have been built to provide consultancy/undertake IT/ITES/e-Governance projects for various Government Departments / Boards / Corporations/Agencies. Punjab Infotech can undertake the following IT/ITES/e-Governance projects for the departments:

- a) Providing end to end IT and e-Governance solutions as per requirements of departments.
- b) Providing networking solutions including procurement, installation and support of hardware related to networking/ telecom/ communications etc.
- c) Development of software, designing and maintenance of websites and turnkey solution for maintenance of the websites for departments.
- d) Annual Maintenance contracts for computer hardware and software.

## 1.2 Invitation

- a) Through this tender, Punjab Infotech invites responses (“Tenders”) to this Request for Proposals (“RFP”) from eligible and reputed OEM/ their authorized distributors (“Bidders”) for the supply, installation and maintenance of IT equipment and peripherals to various Government departments in Punjab as described in Section 4: Scope of Work of this RFP Document.
- b) This invitation to bid is open to all Bidders meeting the eligibility criteria as mentioned in Section 2.11 of this RFP Document.
- c) Any contract that may result from this Government procurement competition will be issued for a term of three years (“The Term”).
- d) Punjab Infotech reserves the right to extend the Term for a period or periods on year to year basis. Such extension or extensions will be on the same terms and conditions, subject to Punjab Infotech obligations at law.
- e) Punjab Infotech reserves the right to extend the Term for a period or periods to be mutually decided by the parties, such extension or extensions on the same terms and conditions, subject to Punjab Infotech obligations at law.
- f) Proposals must be received not later than time, date and venue mentioned in the Document Control Sheet. Proposals will not be accepted by the system after due date/ time.
- g) The tender document can be availed free of cost at the Portal from start date till last date for issue of the tender document as prescribed in document control sheet. Bidders may please note that bid document cost is to be paid online before submission of queries. Subsequently, bidders will be required to pay the processing fee and EMD before submitting their proposal online through the portal.
- h) The Corporation may, at its discretion, extend the date for submission of Bids. In such a case all rights and obligations of the Corporation and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.
- i) All payments towards Cost of Tender Document, 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. Therefore, payment must be made by either of the modes described in the Instructions for e-payment.

- j) Bidders desirous of using NEFT or OTC mode for making payments must download challans from the portal and not use any other challan form.

## **SECTION 2: INSTRUCTIONS TO BIDDERS**

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

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

### **2.2 Conflict of Interest**

The selected bidders should provide professional, objective, and impartial advice and at all times hold the Corporation's interests paramount, strictly avoid conflicts with other assignments/ jobs or their own corporate interests and act without any consideration for future work. The selected bidder shall not deploy former employees of the Punjab Infotech in any assignment under the tender.

### **2.3 Validity of Bids**

- a) Bids shall remain valid for a period of 180 (One hundred eighty) days from the date of opening of Bids. The Corporation reserves the right to reject a Bid valid for a shorter period as non-responsive.
- b) In exceptional circumstances, the Corporation may solicit the bidder's consent to an 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 granting the request will not be permitted to modify its Bid.

### **2.4 Right to Accept or Reject Bid(s)**

The Corporation 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) of the grounds for such decision.

If a Bid is selected, it will be the most advantageous regarding price, quality of service, the Bidder's qualifications and capabilities to provide the specified service, and other factors which Punjab Infotech may consider.

## 2.5 Fraud and Corruption

It is required that the Bidders submitting Bid and the successful bidder selected through this tender must observe the highest standards of ethics during the process of selection of selected bidder and during the performance and execution of contract.

- a) For this purpose, definition of the terms are set forth as follows:
  - i) "**Corrupt practice**" means the offering, giving, receiving or soliciting of anything of value to influence the action of the Corporation or its personnel in contract executions.
  - ii) "**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 Corporation of the benefits of free and open competition;
  - iii) "**Unfair trade practice**" means supply of training services different from what is ordered on, or change in the Scope of Work given in Section IV.
  - iv) "**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.
- b) The Corporation 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.
- c) The Corporation will declare a bidder ineligible, either indefinitely or for a stated period of time, for awarding the contract, if it at any time determines that the selected bidder has engaged in corrupt, fraudulent and unfair trade practice in competing for, or in executing, the contract.

## **2.6 Clarifications and Amendments of Tender**

- a) During the process of evaluation of the Bids, The Corporation may, at its discretion, ask Bidders for clarifications on their Bid. The Bidders are required to respond within the prescribed time frame.
- b) The Corporation may for any reason, modify the tender from time to time. The amendment(s) to the tender would be clearly spelt out and the bidders may be asked to amend their Bid due to such amendments.

## **2.7 E-payment Instructions**

All payments (document fee, processing fee and EMD) are to be made online through the e-payment gateway prior to submission of bids as per details given in the data control sheet. For detailed information regarding modes of payment etc., please refer to instructions to bidders for e-tendering (last attachment).

## **2.8 Earnest Money Deposit (EMD)**

- a) The EMD lying with the Corporation in respect of other tender/ RFP / Expression of Interest awaiting approval or rejected or on account of contracts being completed will not be adjusted towards EMD for this tender. In case of re-tender bidders will be required to resubmit the EMD.
- b) The EMD will be forfeited on account of one or more of the following reasons:
  - i) Bidder withdraws its Bid during the validity period specified in the tender.
  - 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.
- c) The EMD of unsuccessful bidders shall be refunded within one month after final award of contract.
- d) EMD of the successful bidder will be released only after the bidder signs the final agreement/ accepting the Purchasing Order.

## **2.9 Process for Selection of Lowest Bidder**

This tender is intended to result in selection of bidder for supplying, installing and maintaining IT equipment to various Government departments in Punjab. The responses received pursuant to this tender will be evaluated by a Committee constituted by the Corporation as per the criteria specified in this document and a

selected bidder will be awarded the contract. The selected bidder would be required to undertake the assignments as mentioned in the 'Section 4: Scope of Work.'

## **2.10 Eligibility Criteria (EC)**

- a) The bidder shall be an original equipment manufacturer (OEM) or an authorized distributor or dealer of the OEM.
- b) The bidder shall have successful experience of supplying, installing and maintaining the IT equipment in Government departments/ PSU /Banks in last three years.
- c) The bidder shall be financially sound with an average annual turnover of Rs 200 Cr in case of OEM and Rs 2 Cr in case of an authorized distributor or dealer of OEM in the last three financial years i.e. 2010-11, 2011-12 and 2012-13. The proof of Turnover should be submitted in the form of Audited Annual Reports.
- d) The bidder shall furnish a certificate from the OEM to provide support for the equipment in terms of spares, replacement and repairs for the next three years.
- e) The bidder shall furnish proof of OEM regarding ISO 9001:2008 and ISO 14001:2004 certification.
- f) The bidder shall have at least one service center in Panchkula – Chandigarh – Mohali region.
- g) The Bidder shall not be under declaration of ineligibility for corrupt or fraudulent practices.

## **2.11 Disqualifications**

The Corporation 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;
- 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) Been declared ineligible by the Government of India/State/UT Government for corrupt and fraudulent practices or blacklisted;
- f) Submitted a Bid with price adjustment/variation provision.

## 2.12 Pre-Bid Meeting

- a) Queries are to be resolved on line and, therefore, pre-bid meeting will not be held for this tender. The Corporation, however, reserves its right to convene a pre-bid meeting if felt necessary at its discretion which will be intimated through a corrigendum.
- b) Prospective bidders or their official representatives will be able to submit queries regarding this tender using “Online Query Resolution (OQR)” System of the portal only after they are registered and have paid the tender document fee on line.
- c) All queries will be replied online only.
- d) Once the bidder has paid the tender document fee through payment gateway of the portal, Under the Department (select Punjab Information & Communications Technology Corporation Limited) . Bidders must follow the steps given below:
  - i) Click on the tender you want to participate and then take the email option.
  - ii) Select Pre-bid meeting option.
  - iii) Fill the information in the query form and submit (hard copies/ letters/ mails will not be entertained by Punjab Infotech). Alternatively the bidder may upload any document containing his queries and supporting documents using the option from the same page.
- e) Punjab Infotech will provide clarifications, which may be seen under the same icon under which the query was raised.
- f) The online query resolution (icon) can be accessed immediately after payment of tender document fee till the “Last date for submission of Tenders”, but **queries will be entertained only till the “Last date and time for submission of Queries”** as mentioned in the Document Control Sheet/ data sheet.
- g) Amendments necessitated as a result of the clarifications issued online or felt necessary by the Corporation, shall be notified on the portal. It shall be the responsibility of bidders to fine tune their Bids incorporating the amendments, so communicated. The Corporation shall not be responsible for any oversight or



negligence on part of the bidders on the amendments to the tender document notified through the portal.

### **2.13 Preparation of Bids**

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

- a) The Bidder is expected to carefully examine all the instructions, guidelines, terms and conditions and formats of the tender. Failure to furnish the necessary information as required by the tender or submission of a Bid not substantially responsive to all the requirements of the tender shall be at Bidder's own risk and will be liable to rejection.
- b) The Bid and all associated correspondence shall be written in English and shall conform to prescribed formats. Any interlineations, erasures or over writings shall be valid only if they are initialed by the authorized person signing the Bid.
- c) The letter of authorization shall be indicated by written power of attorney (Performa – 6) and shall accompany the Bid.
- d) If any document is not submitted by bidder at the time of submission of bid in support of Bidder's Eligibility Criteria, the evaluation of bids will be based on available documents in the bid and non submission of documents will be treated as non availability of documents.
- e) Bids received by facsimile shall be treated as defective, invalid and rejected. Only detailed complete Bids in the form indicated above shall be taken as valid.
- f) No bidder is allowed to modify, substitute, or withdraw the Bid after its submission.

### **2.14 Submission of Bids**

Bidders shall submit their bids through e-Tendering website on or before the last date and time for submission of bids as per document control sheet.

### **2.15 Evaluation of Bids**

Bids will be opened as per the schedule mentioned at Document Control Sheet. The Corporation will constitute an Evaluation Committee to evaluate the Proposals submitted by Bidders for a detailed scrutiny. Subject to terms mentioned in the tender, a three-stage process, as explained below, will be adopted for evaluation of proposals submitted by the specified date and time.

**a) Pre-qualification**

- i) Preliminary Scrutiny: Preliminary scrutiny of the bid for eligibility will be done to determine whether the bids are in order and complete, whether the documents have been properly signed, whether any computational errors have been made. Proposals not conforming to such preliminary requirements are subject for being rejected.
- ii) Conformance to eligibility criteria: Proposal responses conforming to preliminary scrutiny requirements will be checked for conformance to the eligibility criteria stated above and Non-conforming proposals will be rejected.

**b) Technical Bids**

- i) Technical bids would be opened for only those bidders who qualify the Pre-qualification evaluation.
- ii) Technical bid would be examined by the Evaluation Committee on the basis of responsiveness to documents submitted as part of the technical bid.
- iii) Technical bid evaluation would be done by considering the technical deviations, technical specifications and certifications submitted by bidders.
- iv) Evaluation Committee may, at its discretion, call for additional information from the bidder(s). Such information has to be supplied within the set out time frame, otherwise Evaluation Committee shall make its own reasonable assumptions at the total risk and cost of the bidders and the proposal is liable to be rejected. Seeking clarifications cannot be treated as acceptance of the proposal. For verification of information submitted by the bidders, the committee may visit bidder's offices at its own cost. Bidders shall provide necessary documents, samples and reference information as desired by the committee. Bidders shall also assist the committee in getting relevant information from the bidders' references.
- v) Bidders may be asked to provide a presentation on their organization's capabilities to execute the project.

**c) Commercial Bids**

- i) Commercial bids would be opened for only those bidders who qualify the technical evaluation.
- ii) Commercial bids would be examined by the Evaluation Committee on the basis of responsiveness to documents submitted as part of the commercial bid.
- iii) The prices should be all inclusive of Taxes, Transportation, Transit Insurance, Out of Pocket Expenses (OPE) and license fees.
- iv) If there is discrepancy in the unit price and the total price, which is obtained by multiplying the unit price with quantity, the unit price shall prevail and the total price shall be corrected unless it is a lower figure.
- v) If the bidder does not accept the correction of error(s) as specified above, its bid will be rejected.
- vi) Least cost commercial proposal will be designated as L1 for that particular item. In case there are two or more bidders having the same 'L1' price in the Commercial bid for the same Item, the bidder securing the highest technical score will be adjudicated as the L1 bidder.

**2.16 Award of Contract**

The Corporation will notify the successful bidder in writing that its proposal has been accepted. There will be no negotiations.

**2.17 Confidentiality**

- a) Information relating to the examination, clarification and comparison of the Bids shall not be disclosed to any Bidder or any other persons not officially concerned with such process until the selection process is over. The undue use by any Bidder of confidential information related to the process may result in rejection of its Bid. During the execution of the project except with the prior written consent of the Corporation, the selected bidder or its personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Contract.
- b) Confidential information shall mean and include any and all confidential or proprietary information furnished, in whatever form or medium, or disclosed

verbally or otherwise by the Bidder/ selected bidder and/ or the Corporation to each other including, but not limited to, the services, plans, financial data and personnel statistics, whether or not marked as confidential or proprietary by the parties.

### **Section 3: General Contract Conditions (GCC)**

#### **3.1 Application**

These general conditions shall apply to the extent that provisions in other parts of the Contract do not supersede them. For interpretation of any clause in the tender or Contract Agreement, the interpretation of the Corporation shall be final and binding.

#### **3.2 Relationship between the Parties**

Nothing mentioned herein shall be constructed as relationship of master and servant or of principal and agent as between the Corporation and the Vendor. The Vendor subject to this contract for selection has complete charge of its personnel in performing the services under the Project from time to time. The Vendor shall be fully responsible for the services performed by it or any of its personnel on behalf of the Vendor hereunder.

#### **3.3 Standards of Performance**

The Vendor shall perform the services and carry out its obligations under the Contract with due diligence, efficiency and economy in accordance with generally accepted professional standards and practices. The Vendor shall always act in respect of any matter relating to this contract as faithful advisor to the Corporation. The Vendor shall always support and safeguard the legitimate interests of the Corporation, in any dealings with the third party. The Vendor shall abide by all the provisions/Acts/Rules etc. of Information Technology prevalent in the country. The Vendor shall conform to the standards laid down in the tender in totality.

#### **3.4 Vendor's Downstream Business Interest**

The Vendor shall not be eligible to bid for the activities relating to the implementation of this project. Further, the Vendor shall give a declaration that they do not have any interest in downstream business, which may ensue from the tender prepared through this assignment.

#### **3.5 Applicable Law**

Applicable Law means the laws and any other instruments having the force of law in India as may be issued and in force from time to time. The Contract shall be interpreted in accordance with the laws of the Union of India and the State of Punjab.

### **3.6 Intellectual Property Rights**

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

### **3.7 Governing Language**

The Contract shall be written in English Language. All correspondences and other documents pertaining to the contract, which are exchanged between the parties, shall be written in the English Language.

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

- a) The Vendor shall furnish a Performance Bank Guarantee, as per Performa (Performa – 7), for an amount equal to 15% of total project cost valid for the entire warranty period plus three months as its commitment to perform services under the contract within seven (7) days of the award of contract.
- b) Failure to sign the contract and submit PBG in time as per sub para 3.8 (a) above shall constitute sufficient grounds for forfeiture of the EMD.
- c) Failure to perform services as per contract after acceptance of Purchase Order/ signing the agreement shall constitute sufficient grounds for forfeiture of the PBG.
- d) The PBG shall be released immediately after expiry of its validity period provided there is no breach of contract on the part of the Vendor.
- e) No interest will be paid on the PBG.

### **3.9 Price fall**

- a) The vendor shall submit an undertaking on judicial stamp paper of Rs. 15/- that the prices charged for the Goods/ Services supplied under the contract by the vendor shall in no event exceed the lowest price at which the vendor sells the Goods or offers to sell Goods 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.

- b) If, at any time during “the term” the vendor reduces the sale price, sells, or offers to sell such goods to any person/organization including the purchaser or any Department of State or Central Government or any statutory Undertaking of the Central or State Government as the case may be, at a price lower than the price chargeable under the contract, the Vendor shall forthwith notify such reduction, or sale or offer to sell to the purchaser and the price payable under the contract for the supply of material after the date of coming into force of such reduction or sale or offer to sell shall stand correspondingly reduced.

### **3.10 Warranty**

All the equipment (including UPS batteries) shall carry at least one (1) year warranty, except mentioned otherwise, against defective workmanship and materials, faulty designs or inferior quality of materials. It shall be repaired and/or replaced at site free of charge. All OEM warranties shall be extended to the customer. The warranty period will commence from the Installation date of the last installed IT resource. In case of LAN warranty period will commence from the date of go live.

### **3.11 Insurance**

- a) The equipment supplied under the contract shall be fully insured by the vendor against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery.
- b) The insurance shall be obtained by the vendor, naming the concerned department/ office as specified in the purchase order as the beneficiary, in an amount equal to the exact value of the of goods up to the delivery at site on all risks basis, including war risks and strike clauses etc.

### **3.12 Delivery and Installation**

- a) All items shall be delivered at nominated locations within six (6) weeks from the date of award of contract. It may be any where in Punjab. But initial 228 sets are for it's 228 Panchayats at different locations for District Muktsar in Punjab. All items will be physically checked and accepted as delivered by the nominated Department representatives.
- b) If the delay in testing and inspection is due to dependencies on the Purchaser. Such delays will be properly recorded/ documented and communicated by the vendor. The delays will be examined and may be condoned by the competent authority on merit.

- c) The vendor will submit delivery challans and installation note completed in all respects for all the locations within 20 days of scheduled date of delivery and installation or actual date of delivery and installation, whichever is earlier.
- d) Defective/ Partial/ Incomplete items will be treated as undelivered items in total and Penalty (If any) will be applicable.
- e) The Corporation shall not be responsible for any postal delays about non-receipt/ non- delivery of the documents.

### **3.13 Technical Support**

The vendor shall provide onsite Technical support for “the term” from the date of go live. Need based/ proactive repair will be undertaken by the Vendor technical support team to avoid failure of the equipment on as required basis.

### **3.14 Maintenance**

The vendor shall perform maintenance of the equipment for one (1) year from the date of installation and testing of the equipment. Maintenance of the equipment shall require:

- a) Quarterly inspection and servicing of the equipment. Consolidated report will be required from the Vendor every quarter.
- b) Need based/ proactive repair to avoid failure of the equipment.

### **3.15 Performance Assessment**

This tender is for selection of the vendor for supply, installation and maintenance of IT equipment. The performance of the vendor will be assessed as below:

- a) **Supply and Installation:** If there is a delay in supply and installation or unsatisfactory supply or installation of equipment, the Purchaser reserves the right to terminate the contract and impose liquidated damages.
- b) **O&M:** During the O&M phase, the vendor is required to ensure that all items supplied as part of the Supply Order are kept functional/ serviceable and that complaints are correctly logged with him. He will be required to submit a report/ complaint log along with service slip duly verified and signed by the user as and when called upon to do so by the Department. Refer to Appendix A for required service levels and penalties for slippages.



### 3.16 Payment Schedule

- a) **100%** of the cost of hardware & software will be released after successful delivery and installation of all the IT equipment/ items and against stamped acknowledged receipt of equipments by the officers of the concerned departments where the equipment was delivered and installed and subject to submission of following reports:
  - i) Delivery challans duly signed and stamped
  - ii) Installation reports duly signed and stamped
  - iii) Inspection report duly signed by the committee
  - iv) Bills / Invoice
  - v) Equipment details (to include Sr. No., Location, Make, Model, Part Number, Serial Number, Warranty Expiry date).
- b) Payments shall be made after adjusting penalties (if any) as applicable.

### 3.17 Liquidated Damages

- a) Notwithstanding Punjab Infotech right to cancel the order, liquidated damages for late delivery and installation @1% (one percent) of the total contract value will be charged for every month's delay (or part of a month) in the specified delivery schedule subject to a maximum of 10% of the order value. For example, if a Desktop/ Printer/ UPS is not delivered LD at total Order value will be charged.
- b) In case of non submission of the Delivery Challans and Installation Notes within the stipulated period of 20 days, penalty @ 1% per consignment per month or part of a month will be imposed.
- c) Punjab Infotech reserves its right to recover the amounts on account of LD and other penalties by any mode such as; revoking PBG or, adjusting from any payments to be made by Punjab Infotech to the bidder. The vendor will also have a choice of depositing the amount due towards him on account of penalties by cheque / draft / OTC / NEFT in favor of Punjab Information & Communication Technology Corporation Ltd.

### 3.18 Termination of Contract

- a) **Material Breach:** In the event that either Party believes that the other Party is in Material Breach of its obligations under this Agreement, such aggrieved Party may terminate this Agreement upon giving a one month's notice for

curing the Material Breach to the other Party. In case the Material Breach continues, after the notice period, the Nodal Agency or Implementation Agency, as the case may be will have the option to terminate the Agreement. Any notice served pursuant to this Clause shall give reasonable details of the Material Breach, which could include the following events and the termination will become effective:

- i) The selected bidder commits a breach of any of the terms and conditions of the bid.
  - ii) The bidder goes into liquidation, voluntarily or otherwise.
  - iii) An attachment is levied or continues to be levied for a period of seven days upon effects of the bid.
  - iv) If the selected bidder fails to complete the assignment as per the time lines prescribed in the RFP and the extension if any allowed, it will be a breach of contract. Punjab Infotech reserves its right to cancel the order in the event of delay and forfeit the bid security as liquidated damages for the delay.
  - v) If deductions of account of liquidated damages exceeds more than 10% of the total contract price.
  - vi) In case the selected bidder fails to deliver the quantity as stipulated in the delivery schedule, Punjab Infotech reserves the right to procure the same or similar product from alternate sources at the risk, cost and responsibility of the selected bidder.
  - vii) After award of the contract, if the selected bidder does not perform satisfactorily or delays execution of the contract, Punjab Infotech reserves the right to get the balance contract executed by another party of its choice by giving one month's notice for the same. In this event, the selected bidder is bound to make good the additional expenditure, which Punjab Infotech may have to incur in executing the balance contract. This clause is applicable, if for any reason, the contract is canceled.
- b) Punjab Infotech reserves the right to recover any dues payable by the selected Bidder / penalties/ LD from any amount outstanding to the credit of the selected bidder, including the pending bills and/or revoking the bank guarantee under this contract.

### **3.19 Termination for Insolvency, Dissolution etc**

The Corporation may at any time terminate the contract with immediate effect by giving written notice to the Vendor, if the Vendor becomes bankrupt or otherwise insolvent or in case of dissolution of firm/company or winding up of firm/company. In this event termination will be without compensation to the Vendor, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Corporation.

### **3.20 Termination for Convenience**

Punjab Infotech reserves its right to terminate, by prior written notice of one month, the whole or part of the contract, at any time for its convenience. The notice of termination shall specify that termination is for its convenience, the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective.

### **3.21 Consequences of Termination**

- a) In the event of termination of the Contract due to any cause whatsoever, [whether consequent to the stipulated term of the Contract or otherwise], Punjab Infotech shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the Service(s) which the Vendor shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/ breach, and further allow the next successor Vendor to take over the obligations of the erstwhile Vendor in relation to the execution/ continued execution of the scope of the Contract.
- b) Nothing herein shall restrict the right of Punjab Infotech to invoke the Performance Bank Guarantee and other guarantees, securities furnished, enforce the Deed of Indemnity and pursue such other rights and/or remedies that may be available to Punjab Infotech under law or otherwise.
- c) The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of the Contract that are expressly or by implication intended to come into or continue in force on or after such termination.

### **3.22 Force Majeure**

- a) The Vendor shall not be liable for forfeiture of its PBG or termination of contract 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 Vendor and not involving the Vendor's fault or negligence, and not foreseeable. Such events may include, but are not restricted to, acts of the Corporation in its sovereign capacity, wars or revolutions, riot or commotion, earthquake, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- c) If a Force Majeure situation arises, the Vendor shall promptly notify the Corporation in writing of such condition and the cause thereof. Unless otherwise directed by the Corporation in writing, the Vendor shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

### **3.23 Taxes and Duties**

The Vendor shall be entirely responsible for all taxes; duties, etc. incurred.

### **3.24 Resolution of Disputes**

If any dispute arises between parties, then these would be resolved in following ways:

#### **a) Amicable Settlement**

Performance of the Contract is governed by the terms and conditions of the Contract, however at times dispute may arise about any interpretation of any term or condition of Contract including the scope of work, the clauses of payments etc. In such a situation either party of the contract may send a written notice of dispute to the other party. The party receiving the notice of dispute will consider the Notice and respond to it in writing within 30 days after receipt. If that party fails to respond within 30 days, or the dispute cannot be amicably settled within 60 days following the response of that party, then the second Sub-clause of resolution of disputes shall become applicable.

#### **b) Arbitration**

In case dispute arising between the Corporation and the Vendor, which has not been settled amicably, the Vendor can request the Corporation to refer the

dispute for Arbitration under Arbitration and Conciliation Act, 1996. Such disputes shall be referred to the Head of the Corporation. The Indian Arbitration and Conciliation Act, 1996 and any statutory modification or reenactment thereof, shall apply to these arbitration proceedings. Arbitration proceedings will be held at Chandigarh, Punjab. The decision of the arbitrator shall be final and binding upon both the parties. All arbitration awards shall be in writing and shall state the reasons for the award. The expenses of the arbitration as determined by the arbitrator shall be borne by the Vendor. However, the expenses incurred by each party in connection with the preparation, presentation shall be borne by the party itself.

**c) Legal Jurisdiction**

All legal disputes between the parties shall be subject to the jurisdiction of the Courts situated in Chandigarh only.

**3.25 Notices**

- a) Any notice or other document which may be given by either Party under this Agreement shall be given in writing, in person or by pre-paid recorded delivery post, email or by facsimile transmission.
- b) In relation to a notice given under this Agreement, any such notice or other document shall be addressed to the other Party's principal or registered office address.

## **SECTION 4: SCOPE OF WORK**

### **4.1. Introduction**

This section provides details on broad features and services to be provided by the selected Vendor to supply install and maintain IT equipment for various Government departments of Punjab.

### **4.2. Scope of Work**

The selected vendor shall take up the following activities as part of execution of the project:

**a) Site visit**

NA

**b) Specifications and Quantity**

- i) The vendor shall supply equipment as per minimum specifications mentioned in [Section 4.3](#).
- ii) All the hardware items to be supplied under the project must bear reputed brands. OEM brand must have been registered with Director General of Supplies and Disposals (DGS&D), Government of India at least once in the last five years in respect of Computers, Printers, Scanners and network switches. Proof to be attached by vendor.
- iii) All accessories bundled by the OEM should accompany the equipment.
- iv) Only new equipment is to be supplied (used/re-manufactured equipment will not be accepted).
- v) Quoted products must be latest version.
- vi) The model of the Items already earmarked by OEM for withdrawal from the market / reaching their end of life in next three years and the models which are still under quality testing should not be offered.
- vii) The technical documentation involving detailed instruction for operation and maintenance, users' manual etc., shall be delivered with every unit of the equipment supplied. The language of the documentation should be English.
- viii) The Models of the Items offered should strictly conform to the specifications given in the product literature supplied along with bid and

these models should be supported for a minimum period of Five years including warranty period and post warranty maintenance.

ix) If the configuration/ feature required is not available in a particular Item model, the next available higher configuration model or equivalent shall be offered. The same should be evidenced with OEM certification.

**c) Supply and Installation of the equipment**

The vendor shall be responsible for the timely delivery and installation at all the delivery locations at no additional cost. The installation of the equipment shall be done neatly and should not damage any existing equipments or wires. The wires shall be properly ducted to avoid any damage to it. There shall be no structural modifications made without the consent of the Corporation during installation.

**d) Testing of the equipment**

The vendor shall perform thorough testing of the equipment in the presence of nominated Committee / representatives while handing over the equipment to the Department. The vendor is required to prepare an acceptance chart/ form in which all the features and specifications must be mentioned. Each of these will be demonstrated to the nominated committee members.

**e) Training of personal**

The vendor may be required to provide training to the staff of Department to handle the equipment. The vendor shall also provide all the documents (user manual/ technical guide etc in English language) along with the equipment.

**f) Operations and Maintenance (O&M)**

During the O&M phase, vendors are required to provide technical support for the systems supplied by them for entire period "the term" from the date of acceptance/ go live. Selected vendor shall provide well trained staff to perform the maintenance/ repair etc as and when called upon to do so by the Department. Vendor shall respond to maintenance or repair request immediately and shall fix the problem within 24 hours. The Department and the Vendor will maintain a log of complaints and action taken for rectification by the Vendor. He will be required to submit a monthly report/ complaint log along with service slip duly verified and signed by user department. The Department and vendor record must match.

The vendor must ensure that SLAs are met (please refer to SLA matrix at Appendix A) and termination clauses for penalties for poor performance/ response during O&M phase.

#### 4.3. Technical Specification

The section lists the technical details of the equipment and quantities required. The final quantities may vary by minus 50% (or plus 100% on reorder) based on the requirement. The charges shall be applied to actual items and quantities supplied to the Corporation.

S.N.	Items/ Technical Specifications	Qty
1	<p><b>Desktop Computer</b></p> <p><b>CPU:</b> Dual Core CEL G 1610, 2.6 GHz, 2 MB Cache or higher</p> <p><b>Motherboard:</b> Intel H6 series or better on OEM Motherboard</p> <p><b>Bus Architecture:</b> 2 PCI (PCI/ PCI Express)</p> <p><b>Memory</b> Minimum 2 GB DDR3 RAM</p> <p><b>Hard Disk Drive:</b> 500 GB 7200 rpm</p> <p><b>Monitor</b> 15.6" Colour Monitor, TCO-05 certified</p> <p><b>Keyboard</b> USB 104 keys standard keyboard and Mouse</p> <p><b>Ports</b> 6 USB Ports serial and Parallel (with at least 2 in front), audio ports for microphone and headphone in front.</p> <p><b>Cabinet</b> Mini tower / Micro ATX</p> <p><b>DVD ROM Drive</b> 16X or better</p> <p><b>Networking facility</b> 10/100/1000 on board integrated Network Port with remote booting facility remote system installation, remote wake up.</p> <p><b>Operating System</b> Microsoft Windows 8 SL preloaded</p> <p><b>Anti Virus :</b> Preloaded Anti virus latest version with license for 1 year</p> <p><b>Power Management</b> Screen Blanking, Hard Disk and System Idle Mode in Power On, Set up Password, Power supply SMPS Surge protected</p> <p><b>Certifications</b></p> <p>Microsoft Windows 8 OS and Linux Certifications.</p> <p>ISO 9001:2008 &amp; 14001:2004</p> <p>Energy star &amp; EPEAT register</p> <p>FCC/ERTL/STQC, UL, CE</p> <p><b>Onsite Warranty</b> for 1 year</p>	228



2	<p><b>Laser Printer</b></p> <p><b>Resolution in dpi Mono (B/W),</b> 600x600</p> <p><b>Paper Format</b> Envelop/ legal/ letter/ A1/ A2/ A4/ A5/ B5/ C5/ A6, <b>Print Speed</b> in PPM (A4 Size): 14, <b>Port:</b> 1 USB 2.0</p> <p><b>Memory</b> 2 MB RAM or more, <b>Network Card</b> 10/100: N/A, <b>Duplexing</b> N/A</p> <p><b>Toner</b> Without chip based <b>Refilling</b> : should possible</p> <p><b>Onsite Warranty</b> One year</p>	228
3	<p><b>UPS 800 VA Line Interactive</b></p> <p><b>Technology:</b> PWM, <b>Switching Device</b> : MOSFET,</p> <p><b>Battery Backup</b> : Minimum of 20 minutes on standard IT equipment load</p> <p><b>Input Voltage</b> : 140V-270V, <b>Output Voltage</b> : 220V +/- 10%,</p> <p><b>Input frequency</b> : 45 to 55 Hz, ISO certified 9001 &amp; 14001</p> <p><b>Onsite Warranty</b> One year with Battery</p>	228
4	<p><b>Computer Table</b></p> <p><b>Dimension (LxBxH):</b> 4 ft X 2 ft X 2.5 ft</p> <p><b>Board quality:</b> laminated particles fitted on 1" X 1" square iron pipe</p> <p>Provision of Keyboard sliding Drawer,</p> <p>Separate shelf for printer made of laminated particles board on LHS open from back</p> <p>Three separate shelves (1 ft length x one &amp; half ft width) made of laminated particles board on RHS for UPS and CPU etc ( open from back side).</p> <p>One hole 2.5" diameter with cover on the top board one ft. from RHS</p> <p><b>Onsite Warranty</b> One year</p>	228
5	<p><b>Computer Chair</b></p> <p>Pipe frame</p> <p>Seat (18" X 18") &amp; back rest(18" X 18") with cushion made of P.U. foam &amp; rexine, PVC soft arm</p> <p><b>Onsite Warranty</b> One year</p>	228

**SECTION 5: BID PERFORMAS**

**Performa1(to be filled, Signed, scanned and Uploaded**

**BID SHEET**

Tenderer's Bid Reference No. & Date :

Tenderer's Name & Address:

Person to be contacted:

Designation:

Telephone No.:

Telex No. :

Fax No.:

To:

**The Managing Director,**

Punjab Information & Communication Technology Corporation,

Udhyog Bhawan, Sector 17, Chandigarh.

**Subject: Supply, Installation & Maintenance of IT equipments & peripherals at various departments of Government of Punjab.**

Dear Sir,

1. I, the undersigned Bidder, having read and examined in detail the specifications and all bidding documents in respect of supply of hardware item do hereby propose to provide hardware as specified in the bidding document.

**2. PRICE AND VALIDITY**

All the prices mentioned in our Bid are in accordance with the terms as specified in bidding documents. All the prices and other terms and conditions of this Bid are valid for a period of 6 (Six) months from the last date of submission of bids.

We do hereby confirm that our bid prices include all taxes including Income Tax & Professional Tax.

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 paid the required earnest money through e-payment gateway. It is liable to be forfeited in accordance with the provisions of Tender document.

**4. DEVIATIONS**

We declare that all the services shall be performed strictly in accordance with the fine-tuned Technical specifications and other Tender document except the deviations as

mentioned in the Technical deviation Performa (Performa-3) Further we agree that additional conditions, if any, found in the Bid documents, other than those stated in deviations Performa, shall not be given effect to.

**5. BID PRICING**

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

**6. 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.

**7. CONTRACT PERFORMANCE SECURITY**

We hereby declare that in case the contract is awarded to us, we shall submit the Performance Bank Guarantee (PBG) as per terms of the Tender document.

- 8. We hereby declare that our Bid is made in good faith, without collusion or fraud and the information contained in the Bid is true and correct to the best of our knowledge & belief.
- 9. Bid submitted on line by us is complete in all respect as per tender.
- 10. We understand that you are not bound to accept the lowest or any bid you may receive.

Thanking you,

Yours faithfully,

*<Signature >*

Name:

Designation:

*<Seal>*

Date:

Place:

Business Address:

**Performa 2 ( to be filled Online)**

**CHECKLIST & ORDER IN WHICH DOCUMENTS ARE TO BE SUBMITTED**

Name of Bidder: \_\_\_\_\_

<b>Sr. No</b>	<b>Condition / Item (to be uploaded / filled online on the Portal)</b>	<b>Yes / No</b>	<b>Page No.</b>
<b>A. Will be checked at the time of Pre-qualification evaluation</b>			
1	Certificate regarding Original equipment manufacturer (OEM) or authorized distributor or dealer of the OEM.		
2	Proof of successful experience of supplying, installing and maintaining the IT equipment in Government departments/PSU/Banks in last three years.		
3	Proof off average annual Turnover in the form of Audited Annual Reports of Rs 200 Cr in case of OEM and Rs 2 Cr in case of an authorized distributor or dealer of OEM in the last three financial years i.e. 2010-11, 2011-12 and 2012-13.		
4	Certificate from the OEM to provide support to the equipment in terms of spares, replacement and repair for next three years.		
5	Proof of OEM regarding ISO 9001:2008 and ISO 14001:2004 certification.		
6	Proof regarding service center in Panchkula – Chandigarh – Mohali region (Address, Contact Person, Phone, and Tele Fax/Email of Branch Offices in Chandigarh and Punjab with residential contact information during holidays).		
7	Declaration of ineligibility for corrupt or fraudulent practices (attach self certificate).		
8	Bid sheet (Performa - 1)		
9	Check list (Performa-2)		

10	Particulars of the bidder (Performa – 3)		
11	Special Power of Attorney (Performa – 6)		
<b>B. Will be checked at the time of Tech evaluation</b>			
12	Technical Deviations form (Performa – 4)		
<b>C. Will be checked at the time of commercial evaluation</b>			
13	Price Schedule form (Performa – 5A)		
14	Price Schedule form (Performa – 5B) (Cost breakdown sheet)		

**Performa 3 (to be filled, Signed, scanned and Uploaded)**

**PARTICULARS OF TENDERER & MANUFACTURER**

TENDERER'S PARTICULARS FOR TENDER NO. \_\_\_\_\_

1. Name of the Tenderer : \_\_\_\_\_
2. Address of the Tenderer : \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
3. Name of the Manufacturer : \_\_\_\_\_
4. Year of Establishment : \_\_\_\_\_
5. Address of the Manufacturer : \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
6. Place of Manufacturer : \_\_\_\_\_
7. Office Address of Manufacturer : \_\_\_\_\_  
(with Telephone & Fax No.) : \_\_\_\_\_  
\_\_\_\_\_
8. Name of the affiliated forms (if any) : \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
9. Service facilities available for maintenance \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
10. Availability of spare parts, components \_\_\_\_\_  
\_\_\_\_\_
11. Tenderer's Bid number & date \_\_\_\_\_
12. Name & address of the officer \_\_\_\_\_  
to whom all references shall \_\_\_\_\_  
be made regarding this Tender \_\_\_\_\_
13. Annual turnover of the OEM and firm for \_\_\_\_\_  
last 3 successive years . Name of \_\_\_\_\_

the Dept./Institution where the supply \_\_\_\_\_  
of the equipment has already been made \_\_\_\_\_  
\_\_\_\_\_

Telex

Telephone

Fax No.

As of this 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 Tender)

**Performa 4 (to be filled, Signed, scanned and Uploaded)**

**TECHNICAL DEVIATIONS**

Name of Bidder: \_\_\_\_\_

**Subject: Supply, Installation & Maintenance of IT equipments & peripherals in various departments of Government of Punjab.**

Following are the Technical deviations & variations from the exceptions to the specifications of providing IT equipments through Punjab Information & Communication Technology Corporation Limited, Chandigarh. These deviations and variations are exhaustive. Except these deviations and variations, the entire work shall be provided as per your specifications and documents.

<b>Sr.No</b>	<b>Clause No</b>	<b>Page No</b>	<b>Statement of deviations and variations</b>

**Date**

**Signature**

**Name**

**Place**

**Seal**



**Performa 5-A ( to be filled Online)**

**PRICE SCHEDULE (In Rupees)**

Name of Bidder: \_\_\_\_\_

<b>Sr. No</b>	<b>Item Description</b>	<b>Qty</b>	<b>Total cost (INR)</b>
1	Total Project Cost as per Performa 5 B	01	
<b>Grand Total (In words) Rs.:</b>			

Certified that:-

1. All costs including transportation, import duty, transit insurance, delivery, installation cost, Out of Pocket Expenses and taxes have been included in the above quotes.
2. The items quoted above are inclusive of all items required for complete system as per detailed specs given in Section 4.3 of the RFP.
3. We understand that conditional quotes will be out rightly rejected and that in case of error/ variation in grand total cost in figures and words, the grand total cost in words or will prevail.

**Performa 5- B To be filled, signed & scanned and uploaded**

Name of Bidder: _____						
<b>Please Note:</b>						
1. Cost breakdown Sheet						
2. These rates may also be used for reorder purposes. These will not be used for evaluation of commercial bid for individual items.						
3. The grand total must however match the total cost quoted by the vendor in Performa 5 A.						
Sr. No	Item Description	Make	Model	Qty	Unit Cost including taxes (INR)	Total cost (INR)
1	Desktop Computers			228		
2	Laser printers			228		
3	UPS 625 VA			228		
4	Computer Table			228		
5	Chair			228		
<b>Grand Total (In figures) Rs.</b>						
<b>Grand Total (In words) Rs.:</b>						

**Company Seal**

**Date:**

**(Signature Name & designation  
of the person signing the Tender)**

**Performa 6 (to be filled, Signed, scanned and Uploaded)**

**Special Power Of Attorney**

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

1. To appear for and represent the Company to all intents and purposes in connection with the matters pertaining to signing and submission of tender (No PICT/ITeG/PRC/2014/003) 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 7 (to be filled, Signed, scanned and Uploaded)**

**PERFORMANCE BANK GUARANTEE**

*PICTC LTD, 5<sup>th</sup> & 6<sup>th</sup> Floor Udyog Bhawan*

*18 Himalaya Marg, Sector 17, Chandigarh - 160017*

*Tel- 0172-5256400 Fax – 91-172-5256406*

- This deed of Bank Guarantee made this <<day>> day of <<month>> <<year>> by <<Name of Bank>> having its office at <<office address of the Bank>>, hereinafter referred to as “**The Bank**” which expression shall include their successors, in favor of Punjab Information & Communication Technology Corporation Ltd. situated at *PICTC LTD, 5<sup>th</sup> & 6<sup>th</sup> Floor Udyog Bhawan, 18 Himalaya Marg, Sector 17, Chandigarh – 160017* (hereinafter referred to as “The Department” which expression shall include their successors).
2. Whereas the Department has issued notification no. <<Notification no.>> dated <<date of notification>> to M/s <<Name of the Company>> a company incorporated in India under the Companies Act, 1956 and having its registered office at <<registered office address>> (India) and place of business at <<business address of company>> hereinafter referred to as “**The Company**” (which term or expression unless excluded by or repugnant to the subject or context shall mean and include its successors-in-office and assigns) for Selection as Vendor <<project name>>.
  3. In consideration the Department selecting the Company as Vendor to <<project name>> as per the terms and conditions of the Agreement entered into between the Department and the Company, we the Bank, hereby irrevocably and unconditionally guarantee to pay the Department on first demand without demur any sum up to Rs <<amount>> (Rupees <<in words>>) merely on claim or demand by telex and/ or writing by the Department by reason of breach by the Company of any of the terms or conditions contained in the said Agreement or by reason of the Company's failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee.
  4. We, the Bank, undertake to pay to the Department any money so demanded notwithstanding any dispute(s) raised by the Company in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the Company shall have no claim against us for making such payment.
  5. The Bank's liability herein contained in this guarantee shall not be impaired or discharged by any extension of time or any forbearance of neglect on the part of the Department or any variations or alterations made, considered or agreed to with or without knowledge or consent of the Bank by or between the Department and the Company.
  6. The guarantee shall remain in all force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of

the Department under or by virtue of the said Agreement have been fully paid and its claim satisfied or discharged or up to 39 (Thirty Nine) months from the date of its execution i.e. up to <<day>> day of <<month>> <<year>> , or the Department certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the Company and accordingly discharges this guarantee

7. We, the Bank, further agree with the Department that the Department shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Company from time to time or to postpone for any time or from time to time any of the powers exercisable by the Department against the Company and to forbear or enforce any terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the Company or for any forbearance, act or omission on the part of the Department or any indulgence by the Department to the said Company or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.
8. The Bank Guarantee shall not be discharged due to any change in the constitution of the Bank or the Company.
9. NOTWITHSTANDING anything contained herein,
  - a. Our liability under this Bank Guarantee is restricted to Rs <<amount>> (Rupees <<in words>>),
  - b. This Bank Guarantee shall be valid up to dd.mm.yyyy inclusive of the claim period, and
  - c. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if the Department serve upon us a written claim or demand on or before dd.mm.yyyy.
10. We, the Bank, undertake not to revoke this Bank Guarantee during its currency except with the previous written consent of the Department in writing and the guarantee shall be continuous and irrevocable upto the sum stated hereinabove.

Place



Date



(Signature of Authorized signatory & Stamp of Bank)

**APPENDIX A: SERVICE LEVEL AGREEMENT (SLA) CRITERIA**




S L A: Operations and Maintenance Related Service Level Agreement (SLA) Criteria								
Recovery on account of penalties calculated as per this table will be made as per clause 3.17 (c) of the RFP.								
S. N.	Service Metrics Parameters	Baseline		Lower Performance		Lowest Performance & Breach		Basis of Measurement / Remarks
1.	Resolution time for bugs / issues/ faults in application software and Hardware	Resolution of issues/ faults within 24 hrs.	None	Resolution of faults / issues / bugs between 24 hrs to 72 hrs.	Rs. 2,000 per day per faulty device	Resolution of bugs/ issues after 72 hrs.	Rs. 5,000 per day per faulty device for a maximum of 6 days	May lead to termination of contract if the resolution time of an issue goes beyond 6 days and if the vendor is found to be non-responsive.

**APPENDIX B: INSTRUCTIONS TO BIDDERS FOR E-TENDERING**

S.No	Title	Description																																				
1	Punjab e-Tendering Website	<a href="http://etender.punjabgovt.gov.in">http://etender.punjabgovt.gov.in</a>																																				
2	View and print Tender Documents Free of cost	To Download/ View the tender notifications and corrigendum follow the steps given below: α. Click on "TENDER SEARCH" after opening the e-Procurement website. β. Provide all or any one of the options like "Tender Number", "Region", "Estimated Cost", "Request Dates (from and to)", "Tender Submission date" or "any key words from Tender Description" γ. Click "Submit" to view the results. A list of tenders will appear on the screen. δ. Click on  to view. ε. Click  to print.																																				
3	Digital Signatures	The user must be in possession of a valid Digital Signature Certificates (DSC) which may be procured from any of the authorized Certifying Authority (CA), such as; MTNL, TCS, e-mudhra, N-code, Sify etc. In case of any problem in compatibility of DSCs, e-Procurement helpdesk may be contacted.																																				
4	e-Payment Options and procedure	Following options are available for making e-Payment: <table border="1" data-bbox="625 1108 1497 1522"> <thead> <tr> <th>Mode of payment →</th> <th>IPG</th> <th>Net Banking</th> <th>OTC</th> <th>NEFT</th> <th></th> </tr> </thead> <tbody> <tr> <td>Purpose &amp; Amount ↓</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Registration Fee Rs 2247.00</td> <td>Yes</td> <td>Yes</td> <td>No</td> <td>No</td> <td></td> </tr> <tr> <td>Tender Fee (differs for each tenders)</td> <td>Yes</td> <td>Yes</td> <td>Yes</td> <td>Yes</td> <td></td> </tr> <tr> <td>Processing Fee (0.1 % of tender estimated value + service tax – Varies between Rs 562.00 to Rs 5618.00) Rs 2247.00 for tenders where estimated value is not known</td> <td>Yes</td> <td>Yes</td> <td>No</td> <td>No</td> <td></td> </tr> <tr> <td><b>EMD (differs for each tenders)</b></td> <td>Yes</td> <td>Yes</td> <td>Yes</td> <td>Yes</td> <td></td> </tr> </tbody> </table> <p>Procedure for e-Payment through OTC /NEFT:</p> <ol style="list-style-type: none"> <li>Take a print of challan from the e-payment gateway.</li> <li>Pay the amount in your bank and collect the receipted copy duly stamped by the bank and note UTR Number.</li> <li>Upload the scanned copy of challan and payment details including UTR Number in the e-tendering web site.</li> </ol>	Mode of payment →	IPG	Net Banking	OTC	NEFT		Purpose & Amount ↓						Registration Fee Rs 2247.00	Yes	Yes	No	No		Tender Fee (differs for each tenders)	Yes	Yes	Yes	Yes		Processing Fee (0.1 % of tender estimated value + service tax – Varies between Rs 562.00 to Rs 5618.00) Rs 2247.00 for tenders where estimated value is not known	Yes	Yes	No	No		<b>EMD (differs for each tenders)</b>	Yes	Yes	Yes	Yes	
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<b>EMD (differs for each tenders)</b>	Yes	Yes	Yes	Yes																																		

5	Registration	<p>Steps to be followed for registration of bidders:</p> <ol style="list-style-type: none"> <li>Click on "Register" and fill the online registration form.</li> <li>Pay the registration fee of Rs. 2247/- through e-Payment Gateway (IPG and Net Banking).</li> <li>Note the User ID and Password allotted by the system.</li> <li>Upload following documents in scanned format:- <ol style="list-style-type: none"> <li>Request on Company Letter Head</li> <li>PAN Card</li> <li>Enlistment certificate, if any.</li> <li>Registration Acknowledgement</li> </ol> </li> </ol> <p>After this the bidder will have to contact Punjab e-Procurement Helpdesk for the activation of his User ID.</p>
6	Login & Participation in the Tendering process	<p>Log in with your <b>User Id and Password</b> (which was allotted by the system after registration). For participating in the tendering process follow the instructions given below:</p> <ol style="list-style-type: none"> <li>Insert the PKI (which consists of your DSC) in your PC USB port (make sure that necessary driver software of PKI is installed in your system).</li> <li>To open the Microsoft Internet Explorer (from the Desktop of your computer) click on the Internet Explorer icon, or</li> <li>Go to Start &gt; Programs &gt; Internet Explorer.</li> <li>Type <a href="http://etender.punjabgovt.gov.in">etender.punjabgovt.gov.in</a> in the address bar, to access the Login Screen.</li> <li>Enter e-Procurement User Id and Password, click on "Go".</li> <li>Click on "Click here to login" for selecting the DSC.</li> <li>Select the Certificate and enter DSC Password.</li> <li>Re-enter the e-Procurement User Id &amp; Password.</li> <li>Select the Department (in this case Punjab Information &amp; Communications Technology Corporation Ltd.) from the drop box in whose tender you intend to participate.</li> </ol>
7	Online Query Resolution System/ Pre-bid meeting	<p>Under the Department selected as explained at ser. No. 6 above click on the tender, then take the email option and you will be able to upload your queries under the "Pre-bid meeting option".</p>
8	Online Request for Tender Documents	<p>Steps to be followed for online request for tender:</p> <ol style="list-style-type: none"> <li>Click on "Un Applied" to view / apply for new tenders.</li> <li>Click on  for online request.</li> <li>Pay the Tender Fee and Processing Fee online.</li> <li>Click  to view the tender documents which are available in the user profile (<i>Tender document screen appears</i>).</li> <li>Click on "Click here to download" to download the documents on your desktop</li> </ol>
9	Other Department tenders	<p>To apply for other Department tenders, Click on "Select Department" to switch over to other Department Tenders and repeat procedure given at ser 7 above.</p>
10	Pay EMD and update details in the web site	<p>Steps to be followed for uploading supporting documents:</p>



		<ol style="list-style-type: none"> <li>a. From the  screen click on "Click here to enter EMD Details" (which is displayed in "Red color") to feed the EMD details and upload the scanned copy of challan with UTR Number in case payment is made through OTC or NEFT.</li> <li>b. When the user finishes with the payment of EMD, the "Red color" will automatically turn to "Black color".</li> <li>c. Click "Click here to Download Empty Document" and download the editable Technical/ Price bid documents and save the same without changing the "File Name" on your Desktop.</li> <li>d. The user may log off and fill up the editable documents off line in his own time.</li> </ol>
11	Upload files – Technical Sheet/ Price bid Sheets and attach documents to the tender	<ol style="list-style-type: none"> <li>a. From the  screen click on "Click here to Upload the Filled File" (which is displayed in "Red color")</li> <li>b. Select the filled file/ files which were saved in the same name.</li> <li>c. Click on "OK" to upload the filled Technical and Price bid documents to the tender. (Note that when the user uploads the filled Technical and Price Sheet, the "Red color" will automatically turn to "Black color" which reflects that user is ready for the final submission).</li> <li>d. Click "Click here to Attach the General Documents" to upload all the documents which are already saved in the vendor profile.</li> <li>e. Attach the required documents to the concerned tender from general document section to the tender document screen.</li> </ol>
12	To Submit the Tender	<ol style="list-style-type: none"> <li>a. Bids once submitted cannot be revised. Therefore, prior to submission, verify whether requisite documents have been attached and uploaded.</li> <li>b. Note down / take a print of "bid control number" once it is displayed on the screen.</li> </ol>
13	To view the tender opening process	<p>Tender opening event can be viewed online as per procedure given below:</p> <ol style="list-style-type: none"> <li>a. Log in with your User Id and Password (which was allotted by the system after registration).</li> <li>b. Select Department from "Select the Department" drop down box.</li> <li>c. Click on "OPENED". Click on the  icon to view bid documents of all bidders participating in the tendering process.</li> </ol>

14	e-Procurement Help Desk details	<p>α. <b>Office Address:</b> Punjab Infotech, (e-Procurement Helpdesk), S.C.O - 101, 2nd Floor, Sector – 47 C, Chandigarh.</p> <p>β. <b>Visiting Hours:</b> 8 AM to 8 PM (Monday to Sunday except Public Holidays)</p> <p>χ. <b>Contact Details:</b> Tel : 0172-3953764 Fax : 0172-3934665 (Fax) Mobile : 09257209340, 08054628821</p> <p>δ. <b>E-mail :</b> <a href="mailto:etender.helpdesk1@punjabinfotech.gov.in">etender.helpdesk1@punjabinfotech.gov.in</a></p>
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