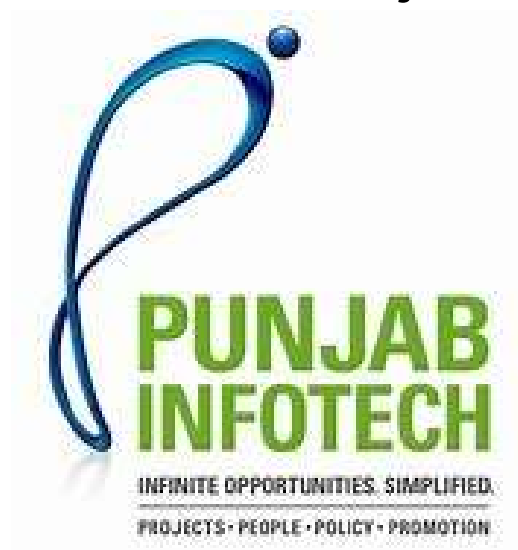


Request for Proposal (RFP)
for the
Selection of Implementation Partner
for the
Distribution of Smartphones
to the
Youth of Punjab



20 September, 2019

Punjab Information & Communication Technology Corporation Ltd
(A State Govt. Undertaking)
5th & 6th Floor, Udyog Bhawan, 18 Himalaya Marg,
Sector – 17, Chandigarh – 160 017
(Tel- 0172-5256400, Fax – 91-172-2702423)

Document Control Sheet		
S.No.	Particulars	Details
1	Document Reference Number	PICTC/ITeG//2019-20/002
2	Start date for issue of Tender document	20.09.2019
3	Last Date for Purchase of Tender Document	16.10.2019 (Till 3:00 PM)
4	Last date for submission of pre bid Queries on e-mail mentioned at serial no. 13 below	30.09.2019 (Till 05:00 PM)
5	Reply of pre bid queries	04.10.2019 (02:00 PM onwards)
6	Start date of submission of bids	05.10.2019 (11:00 AM onwards)
7	Last date for submission of bids	16.10.2019 (Till 03:00 PM)
8	I. Pre-bid meeting II. Date and time of opening of pre-qualification bids III. Date and time of opening of Technical bids IV. Technical presentation V. Date and time of opening of Commercial bids	I. 01.10.2019 II. 18.10.2019 (11:00 AM onwards) III. Shall be informed IV. Shall be informed V. Shall be informed
9	Office address	Punjab Information & Communications Technology Corporation Ltd. (PICTC Ltd.),5th and 6th Floor, Udyog Bhawan, 18 Himalaya Marg, Sector-17, Chandigarh – 160017
10	Cost of Tender Document	INR 15,000 (Rupees Fifteen Thousand – Non Refundable)
11	Earnest Money Deposit (EMD)	INR 90 Lacs
12	Processing Fees	The bidder has to pay the processing fee amount mentioned in portal
13	e- Tender Website/ Help desk	Website: https://eproc.punjab.gov.in Email : eproc@punjab.gov.in
14	PICTC Ltd. Contact Details	Email: Shweta.trehan@punjabinfotech.in Phone: 0172- 5256436, 5256494, 5256400
15	Consortium	Consortiums are not permitted
16	Method of Selection	L1 (Lowest Cost Bid of Technically Qualified Bidders)
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 RFP have the following meanings:

1. "Bidder" means smartphone brand owner or smartphone OEMs submitting bid in response to this RFP document; the bidder may be a wholly owned subsidiary and may use the credentials of its parent company
2. "Bids" means Online Bid submitted by bidders in response to the RFP issued by the Corporation;
3. "BIS" means Bureau of Indian Standards;
4. "Committee" means Evaluation Committee constituted for evaluation of Bids;
5. "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;
6. "Corporation" means Punjab Information & Communication Technology Corporation Ltd (PICTCL)
7. "Call centre" means the call centre which will be set up by the Implementation Partner for service request;
8. "Collection Centre" means centre which will collect the defective smartphones on behalf of service centre for repair and replace smartphones and components;
9. "Department" means Department of Sports & Youth Affairs, Punjab;
10. "DC" – Deputy Commissioner;
11. "EMD" means Earnest Money Deposit;
12. Fault Rate – Rate at which a technical defect that occurs within hardware or software components;
13. "GST" means Goods and Services Tax;
14. "GoP" means Government of Punjab;
15. "Implementation Partner (IP)" means successful bidder to whom the contract is awarded;
16. "INR" means India Rupee;
17. "ISO" means International Organization for Standardization;
18. "Incident" means any event specifying the defect in smartphone (s) or its component and accessory or virus in smartphone (s) or Operating System Problem or problems in pre-loaded applications;
19. "Joint Committee" means the nominated members from PICTCL , Department of Youth Affairs

and Department of Government Reforms;

20. "Last Three Financial Years" means FY 2016-17, 2017-18 and 2018-19;
21. "OEM" means Original Equipment Manufacturer;
22. "Parties" means the Department, PICTC Ltd. and the selected Implementation Partner;
23. "Personnel" means professional and support staff provided by the Bidders to perform services to execute an assignment and any part thereof;
24. "Portal" means e-tender website <https://eproc.punjab.gov.in>;
25. "PBG" means Performance Bank Guarantee;
26. "RFP" means Request for Proposal;
27. "Resolution Time" means the time taken, (after the incident has been reported at the service desk, call centre), in resolving (diagnosing, troubleshooting and fixing) hardware or software technical issue which can only be resolved at the Service Centre;
28. "RoHS" means Restriction of Hazardous Substances;
29. "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;
30. "SOW" means Scope of Work for the selected IP, specified in this RFP;
31. "SAR" means Specific Absorption Rate (SAR) is a measure of the rate at which energy is absorbed by the human body when exposed to a radio frequency (RF) electromagnetic field;
32. "Sub-contract" means the contract entered into by the bidder with any firm/ service provider to whom any of the obligation of the bidder has been sub-contracted directly or indirectly;
33. "SLA" means Service Level Agreement;
34. "Service Centre" means the centre which will repair and replace smartphones / smartphones components;
35. "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;
36. "Term" means duration of contract which is 1 year from the date of signing of the contract and any extension thereof;
37. "Warranty" means one year comprehensive warranty starting from date of successful handover

of the smartphone to the beneficiaries.

1. Section A: Invitation for Bids

1.1. Background

India, one of the fastest growing nations in the world, is poised to become a supreme economic power because of its unique demographic dividend. Therefore, it is very important to ensure that the nation's biggest asset, its young population, is equipped with the necessary skill and knowledge to power an economic revolution to benefit the country.

Technological 'inequality' remains one of the key challenges to economic growth in the nation. The internet has created a system of asymmetric information, whereby those who do not have access to the digital world, suffer from an inherent disadvantage. The Digital Punjab campaign was launched to ensure that Public Services offered by the State of Punjab are enhanced and delivered to each citizen through the medium of technology.

One of the primary challenges faced by this campaign was its inability to reach those segments of the target audience that needed its benefits the most. This segment of the population comprised of those individuals and families that had no technological access because they could not afford the necessary hardware.

The Government of Punjab is committed to providing digital access through smartphones to the youth of Punjab and has decided to give free smartphones to the Youth of Punjab to promote the use of digital technology among them.

Towards this endeavor, the scheme "Free Smart Mobile Phone for the Youth" has been formulated by the Department of Sports and Youth. The procurement for implementation of the scheme is being carried out by the Department of Sports and Youth through Punjab Information and Communication Technology Corporation Limited (PICTC), Department of Industries & Commerce, Govt. of Punjab.

In order to qualify under the smartphone for youth of Punjab scheme, An Individual must fulfill the below mentioned mandatory criteria:

- Regular girl students studying in class 11th and 12th in State Government schools in Punjab and not owning a smartphone.

1.1.1 Benefits to Community

a. Career and Education Guidance

With a smartphone in hand, students will be able to access relevant information and additional guidance and support resources. The internet can help students make smart choices about courses and colleges. By distributing smartphones the Government of Punjab hopes to increase awareness on higher education and improve access.

b. Knowledge and Awareness

Access to information through smartphone will ensure that those who are meant to benefit from Government initiatives are made aware of their entitlements. The government will be effectively use the smartphones to create awareness on anti-drug education among youth.

c. Skill and Capacity development to reduce unemployment

The Government of Punjab is committed to reduce unemployment in the State. Several Skill Development courses are being offered under Punjab Skill Development Mission (PSDM) ranging from English speaking, soft skill development to highly specialized job centric or entrepreneurial training. Several private sector players are also increasing their presence in the domain of Capacity Development through digital delivery models. Through the smartphone the youth will be able to access the digital content of these agencies and upgrade their skills, especially in areas of emerging technologies.

d. Access to Employment opportunities

Pre-loaded applications and internet access on the smartphones will help the youth to learn about employment opportunities both in the private and public sector. They will also become aware of job fairs, recruitment drives and other such employment events organized by the Government of Punjab/ Private Companies.

e. Entrepreneurship to create job options

A smartphone will allow budding entrepreneurs to gain awareness of State Government schemes and policies uniquely designed for their benefit. Through the smartphone the beneficiaries will also be able to access the Startup India mobile apps and portal to get information on National schemes, connect with other entrepreneurs, investors and mentors and get online verifications and approvals.

f. Unlocking financial support

A Smart device will equip youth with information on financial support initiatives by State Government and financial institutes specially designed for economic weaker and marginalized sections. Access to Digital Payments, online banking, insurance and financial services on smartphone will also support the youth & give them edge in the today's era of technology.

g. Access to basic services by digital channels

Smartphone will provide access to Healthcare information through Government launched mobile applications, find a healthcare practitioner in their vicinity and access emergency services. They would also be able to track their usage of State Utilities, check tariff rates, register grievances online and stay updated on any policy changes that could have an impact on them or their families.

h. Staying connected

The youth will be able to stay connected with their family and friends through social media applications, even when they are not in the same city.

i. Benefits to Families

Smartphone will empower the youth to avail Citizen Centric Services online and such as Character Certificate, Domicile Certificate etc. The pre-loaded mobile applications will help in providing information about latest technologies of precision farming, weather updates, get up to date market prices and insurance options and become aware of Government schemes and policies introduced to benefit the farming community.

1.2. Invitation

1. Through this RFP, PICTCL invites responses (“Tenders”) from eligible and reputed “Bidders” for the “Selection of Implementation Partner for the Distribution of Smartphones to the Youth of Punjab”.
2. This invitation to bid is open to all bidders meeting the eligibility criteria as mentioned in this RFP Document.
3. PICTCL reserves the right to extend the contract for a period or periods to be mutually decided by the parties and such extension or extensions shall be on the same terms and conditions of the RFP.
4. Proposals must be received not later than time and date mentioned in the Document Control Sheet. Proposals will not be accepted by the system after due date/ time.
5. The tender document is available on the Portal (free of cost) from start date till last date for issue of the tender document as prescribed in Document control sheet. Subsequently, bidders will be required to pay the processing fee and EMD as per RFP before submitting their proposal online through the portal.

6. The Corporation may, at its discretion, extend the date for submission of bids. In such cases all rights and obligations of the Corporation and bidders previously subject to the deadline will thereafter be subject to the deadline as extended. Any such extensions shall be informed to bidders through corrigendum issued on e- tendering portal.
7. Cover bids are not permitted.

2. Section B - Instructions to Bidders

2.1 Information & Instructions for e-Tendering

2.1.1 For participation in this tender, prospective bidders are required to ensure their registration on the e-tendering portal. The intending bidder will require valid class II or Class-III digital signature certificates for submitting their bids. For query resolution, bidders may contact help line numbers of e-tendering portal.

2.1.2 Bidders shall submit their bids online through the portal only. Bids will not be accepted by any other mode.

2.1.3 Documents must be scanned and uploaded to the e-tendering website within the period of tender submission. Eligibility related documents need to be uploaded in pre-qualification section, technical related documents in technical section and commercial related in commercial section of the portal. Mandatory documents must be uploaded in the relevant sections.

2.1.4 Tender documents shall be opened only for those bidders, whose Earnest Money Deposit, Cost of Tender Document and Tender Processing Fee are found in order.

2.2 Conflict of Interest

The selected IP should provide professional, objective and impartial services and at all times hold the Corporation interests' paramount, strictly avoid conflicts with other assignments / jobs or their own corporate interests and act without any consideration for future work.

2.3 Validity of Bids

2.3.1 Bids shall remain valid for a period of 180 days from the date of opening of Commercial bids. The Corporation reserves the right to reject a bid valid for a shorter period as non-responsive.

2.3.2 In exceptional circumstances, the Corporation may solicit the bidder's

consent for extension of the period of validity. The request and the response thereto shall be made in writing. Extension of validity period by the bidder should be unconditional. A bidder may deny the extension and PICTCL shall consider the request for not forfeiting the Earnest Money Deposit. A bidder accepting the request will not be permitted to modify its bid.

2.3.3 PICTCL would strive to complete the process of selection of successful bidder within 60 days after submission of the bids by the bidders.

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, compliance of offered products to the specifications provided in the RFP, the bidder's qualifications and capabilities to provide the specified product/ service and other factors which Corporation 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 and during the performance and execution of contract.

2.5.1 For this purpose, definition of the terms are set forth as follows:

2.5.1.1 "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of the Corporation or its official in contract executions.

2.5.1.2 "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;

2.5.1.3 “Unfair trade practice” means supply of equipment different from what is ordered on, or change in the Scope of Work given in Section D.

2.5.1.4 “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.

2.5.2 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 IP has engaged in corrupt, fraudulent, unfair trade or coercive practice in competing for, or in executing, the contract.

2.6 Clarifications and Amendments of Tender

2.6.1 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.

2.6.2 The Corporation may for any reason, modify the tender from time to time. The amendment(s) to the tender would be clearly spelt out through corrigendum and the bidders may be asked to amend their bid due to such amendments. Bidders are advised to check e-Tendering portal regularly for amendments to the tender.

2.6.3 In order to allow bidders reasonable time in which to take amendment into account in preparing their bids, Corporation may at its discretion extend the deadline for submission of bids.

2.7 e-Payment Instructions

All payments (document fee and processing fee) are to be made online through the e-payment gateway prior to submission of bids, as per details given in the Data control sheet.

2.8 Earnest Money Deposit (EMD)

2.8.1 Earnest Money Deposit shall be deposited in form of bank guarantee and electronic transfer of funds in favour of Punjab Infotech as per the details mentioned below:

- Electronic transfer or Demand Draft– INR 15 Lacs

Account Details:

Account Name: Punjab Information and Communication Technology Corporation Limited

Account Number: 001305001162

Bank Name: ICICI Bank Ltd.

IFSC Code: ICIC0000013

Bank Branch Address: SCO 9-11, Sector 9 D, Chandigarh

- EMD in the form of Bank Guarantee – INR 75 Lacs

2.8.2 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 EMD paid shall be refunded/ returned and bidders will be required to resubmit the EMD.

2.8.3 The EMD will be forfeited on account of one or more of the following reasons:

2.8.3.1 Bidder withdraws its bid during the validity period specified in the tender.

2.8.3.2 Bidder does not respond to requests for clarification of its bid.

2.8.3.3 Bidder fails to provide required information during the evaluation process or is found to be non-responsive.

2.8.3.4 If successful bidder fails to sign the contract in time or fails to

furnish PBG in time

2.8.3.5 Any other reason as per clause 2.11.

2.8.4 The EMD of unsuccessful bidders shall be released / refunded within 30 days of final award of contract to the successful bidder.

2.8.5 EMD of the successful bidder will be released / refunded within 30 days of the signing of the final agreement and furnishing of PBG.

2.8.6 No interest shall be paid on EMD by the Corporation.

2.8.7 In case the process is annulled for any reason, the EMDs shall be refunded within one month of the annulment notification.

2.8.8 EMD value is not linked on percentage of total anticipated value of the project.

2.9 Process for Selection of Bidder

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 selected Implementation Partner will be awarded the contract on the basis of technical compliance & commercial bids.

2.10 Eligibility Criteria (EC)

The bidders shall be the Smartphone brand owner or Smartphone OEMs. The bidder may be a wholly owned subsidiary and may use the credentials of its parent company.

S. No.	Minimum Eligibility Criteria
1	Bidder should be a registered company under Companies Act 1956/2013 or a Partnership firm under the Indian Partnership Act, 1932/2013; and should be in existence since the past 3 (three) years from the date of issue of RFP.

2	The Authorised Signatory signing the bid should be duly authorized by the Board of Directors of the Bidding Company to sign the Bid and the Contract/Agreement of their behalf.
3	Bidder should not currently be blacklisted by any of the State/Central Government or organizations of the State/Central Government in India and the bidder shall not be under declaration of ineligibility for corrupt or fraudulent practices.
4	The bidder must submit their valid PAN and GST Registration Number on their letter head.
5	The bidder shall be financially sound having minimum average annual turnover of INR 200 Crores (Two Hundred Crores Only) in India during the last three financial years 2016-17, 2017-18 and 2018-19.
6	The bidder (or its OEM in case of brand owner) should be in smartphone business for a period exceeding two years as on date of issue of RFP with current installed manufacturing/ assembling capacity of a minimum of 2 lakhs smartphones per year.
7	The bidder should have successfully completed supply of smartphones worth Rs.120 crores during the last two financial years 2017-18 and 2018-19.
8	<p>Call Centre and Service Centre:</p> <p>a. The bidder should have Call Centre for smartphones or shall establish the same within 1 month of the receipt of the work order.</p> <p>b. The bidder should have existing Service Centres for smartphones in at least 6 districts & Collection Centres in rest 16 districts of Punjab or shall establish the same within 1 month of the receipt of the work order.</p>

9	The bidder should submit valid undertaking letter for quoted smartphone and its components confirming that the quoted smartphone and its components shall not have end of technical/customer support including spares, updates, patches, security patches, fixes, bug fixes till end of warranty for each order and subsequent reorder.
10	The bidder (or its OEM in case of brand owner) should possess ISO 9001:2008 for product & services being provided and should also provide the ISO 14001 Certification for the Production/ Manufacturing/ Assembling Process.
11	<p>The bidder (or its OEM in case of brand owner) should submit BIS, RoHS and SAR certificates of quoted smartphone.</p> <p>In case of non- availability of certifications for quoted smartphone, bidder should provide proof of having applied for BIS, RoHS and SAR certificates. However, Bidder need to ensure submission of BIS, RoHS and SAR certificates at the time of delivery of first batch</p>
12	The bidder should submit the benchmark/acceptance test report of quoted smartphone.
13	The bidder, if a Startup (as per chapter 16.1 of Detailed Scheme & Operational Guidelines, 2018 of Industrial and Business Development Policy 2017, issued by Department of Industries & Commerce, Government of Punjab) shall be exempted from the past experience and turnover criteria, as mentioned above.
14	The bidder has to submit two samples of quoted smartphones within two days after the last date of submission of bid.

The bidder must submit the documents complete in all respect in support of pre-qualification as per the checklist given in Pro forma 2A. Any bidder not meeting any one of the qualification criteria, as mentioned above, shall be summarily rejected and will not be considered for further evaluation.

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:

1. Made misleading or false representation in the forms, statements, certificates, work orders and attachments submitted as proof of the eligibility requirements;
2. 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 two financial years;
3. Failed to provide clarifications when sought within applicable/cited stipulated time;
4. Submitted a bid with price adjustment / variation provision.

2.12 Pre-Bid Queries

Bidders can submit pre-bid queries, if any, in the prescribed Pro forma 15 on the e-mail mentioned on the document control sheet. Pre-bid meeting date, if required may be intimated accordingly. Pro forma 15 is to be submitted by the bidder on company's letter head at the time of submission of Pre-bid queries along with the proof of purchase of tender document.

2.13 Preparation of Bids

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

1. 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.
2. The bid and all associated correspondence shall be written in English and shall conform to prescribed formats. In case of accompanying literature or brochures etc. being in a language other than English, a certified translation should accompany the documents as a part of the RFP. Any interlineations, erasures or over writings shall be valid only if they are initialed by the authorized person signing the bid. All proposals and accompanying documentation will become the property of PICTCL and will not be returned.
3. The letter of authorization shall be indicated by written power of attorney (Pro forma – 6) and shall accompany the bid.
4. If any document (s) is not submitted by bidder at the time of submission of bid in support of bidder's Eligibility Criteria then at the discretion of Committee, bidder might be intimated to submit the same within stipulated time period failing which bid will be rejected. In case Committee does not agree to intimate bidder about missed out documents then bid will be considered as rejected and EMD may be forfeited.
5. Bidder is allowed to modify / substitute the bid even after its submission but before "Last date for submission of bids" as mentioned in Document Control

sheet.

6. Good Industry Practice means those practices, methods, techniques and standards, as updated from time to time and the exercise of that degree of skill, diligence and prudence that are generally accepted for use in the mobile industry, which would reasonably and ordinarily be expected from a skilled and experienced contractor applying the standards generally adopted by contractors in the design, construction and completion of similar Projects.

2.14 Submission of Bids

Bidders shall submit their bids as per checklist specified in Pro forma 2A and 2B through e-Tendering website on or before the last date and time for submission of bids as per details given in Document control sheet.

2.15 Evaluation of Bids

Bids will be opened as per the schedule mentioned at Document Control Sheet. Committee will evaluate the proposals submitted by bidders for a detailed scrutiny. Subject to terms and conditions 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.

2.15.1 Pre-Qualification Bid

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 error have been made. Proposals not conforming to such preliminary requirements are subject for being rejected.

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.

2.15.2 Technical Bids

1. Bidders shall ensure that make and model of only one smartphone is to be

mentioned in Pro forma 12. In case the smartphone is found to be quoted with more than one brand/model, the bid shall be out rightly rejected. Also phrases such as equivalent / reputed make / not applicable etc. will lead to rejection of bid.

2. Technical bid shall be examined by the Committee on the basis of compliance to specifications as per Appendix F. Product Literature highlighting the specifications asked in this document should be supplied. It should also have indexing of specifications in the product literature document failing which bid submitted shall be treated as incomplete.
3. The bidder shall provide compliance and deviation to the specifications of the RFP document as per Pro forma 9 and Pro forma 4 respectively. No material deviations from the technical specifications will be entertained. Committee would evaluate and classify them as “material deviation” or “non-material deviation”. In case of any material deviations, the committee would be entitled to reject the bid. Only those bidders shall qualify technical bid who strictly comply with all the technical specifications mentioned in Appendix F and in case of non-material deviations, either the deviations are accepted by committee or bidder is willing to withdraw all the deviations, as recommended by committee.
4. For verification of information submitted by the bidders, the committee may visit bidders’ offices/ project sites. 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.
5. Bidder shall provide two samples of quoted smartphone within two days after the last date of submission of bid, as per the specification along with SIM card. The performance and features of smartphones shall be checked on the parameters not limited to CPU speed, battery drainage, picture quality, touch screen performance, sound quality against the submitted reports.
6. If the smartphone performance is found unsatisfactory, PICTCL has a right to reject the bid.

7. On satisfactory performance of the smartphone, bidders shall qualify for the Technical Presentation / Product Demonstration.
8. Bidders shall be invited to give presentation / demonstration of the smartphone. Requisite details for Technical presentation / product demonstration are enclosed as Appendix B.
9. The smartphone samples shall be returned to those bidders who do not qualify the technical bid.

2.15.3 Commercial Bids

1. Commercial bids would be opened for only those bidders who qualify the technical bid.
2. Commercial bids would be examined by the Committee.
3. The bidder shall indicate unit price of quoted smartphone mentioned in Pro forma 12 of the technical bid in Pro forma 5 of commercial bid.
4. The prices shall be in Indian Rupees and should be all inclusive including taxes, duties, comprehensive insurance including transit insurance, liability insurance and any other insurance till the delivery & acceptance, Out of Pocket Expenses (OPE), labour charges and license fees etc.
5. Prices quoted by bidder shall be fixed during bidder's performance of the contract, but will be subject to variation as mentioned in 'Price Fall' clause. The bid submitted with adjustable price quotation shall be treated as non-responsive and hence will be rejected.
6. If there is any discrepancy in unit price between words and figures, the amount in words will prevail.
7. If the bidder does not accept the correction of error(s), as specified above, its bid will be rejected. Moreover, any conditional bid would be rejected. In both cases, EMD will also be forfeited.
8. Least cost commercial proposal will be designated as L1. In case, there are two or more bidders having the same quoted L1 price then these bidders will be asked to re-submit commercial bid in sealed envelope within specified time period, which shall be communicated to bidders. The least cost

commercial proposal of amongst these bidders will be designated as L1 quoted price.

9. In case, there are two or more bidders having the same L1 price again in the Commercial bid then the priority will be given to the bidder having the higher specifications for the quoted smartphone as per the order given below:

S.No.	Parameter	Priority
1	RAM	1
2	Processor Speed	2
3	Screen Size	3
4	Battery Power in mAh	4
5	Rear Camera	5

The contract will be awarded to the least cost commercial proposal with highest specifications.

2.15.4 Negotiation

Normally, there would be no post RFP negotiations. If at all negotiations are warranted, it would be only under exceptional circumstances and Corporation shall reserve the right to negotiate with the bidder whose “Commercial Bid” has been ranked L1 by the committee based on the evaluation of the proposals.

2.16 Award of Contract

The contract will be awarded to the successful bidder for the Term of the project i.e. 1 year. The Corporation will notify the successful bidder in writing that its proposal has been accepted for which the Implementation Partner will have to submit confirmation within 7 days of issue of letter of award. The successful bidder shall furnish PBG as per Pro forma 7 in accordance with conditions of contract within 15 days of issuance of letter of award. No variation in or modification of the term of the Contract shall be made except by written amendment signed by the parties.

Willful violation of the bid process by the selected IP shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security (EMD), in which event the Corporation may choose to award the work to another bidder or call for fresh bids. In such a scenario, Corporation may blacklist the concerned bidder for participation in State government projects.

2.17 Confidentiality

1. 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 IP or its personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Contract.
2. 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 IP and / or the Corporation to each other including, but not limited to, the services, product information, plans, financial data and personal statistics, whether or not marked as confidential or proprietary by the parties.
3. The IP shall maintain the highest level of secrecy, confidentiality and privacy of the data used, obtained during the project.

2.18 Non- Disclosure Agreement

Non-disclosure of Contract documents. Except with the written consent of the PICTCL / IP, other party shall not disclose the contract or any provision, specification, plan, design, pattern, sample, video, data, pictures or any other information (in any form) thereof to any third party. The IP will certify that all sensitive information and data available to them as a part of the project will remain the exclusive property of Department and will not be disclosed to any person. Failure to comply with this clause will make the IP liable to action as per law. Non-Disclosure agreement is attached as Pro forma 14.

3 Section C: 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 Implementation Partner. The Implementation Partner subject to this contract for selection has complete charge of its personnel in performing the services under the Project from time to time. The Implementation Partner shall be fully responsible for the services performed by it or any of its personnel on behalf of the bidder hereunder.

3.3 Sub-Contracting

The Implementation Partner shall be solely responsible for the manner in which the Contract need to be executed. The IP will be solely responsible for all employees, representatives, or sub-contractors engaged by the IP in connection with the execution and performance of the contract.

The IP will be solely responsible for performance of all obligations under the contract agreement irrespective of the failure or inability of the subcontractor chosen by the IP to perform its obligations. The sub-contracting shall not relieve the IP of any of its obligations under this contract. The terms of any sub-contract shall be subject to and conform with the provisions of this RFP. PICTCL will not be required to execute or sign any contract or be party to any sub-contracting agreements.

The IP is solely responsible for managing the activities of its personnel or the personnel

of its subcontractors/franchisees, if any, and will be accountable for both.

Notwithstanding anything contained hereinabove, the IP will promptly replace, with a suitable and equivalent replacement, any subcontractors who, according to PICTCL have committed

- i. Any act or omission in breach of Applicable Law;
- ii. Any fraudulent or grossly negligent act, or
- iii. When providing services on PICTCL's premises, violated any applicable PICTCL policies.

The IP will be responsible for liaising, managing, recording and monitoring of all interactions and communications with subcontractor/partners, existing vendor, other vendors and services providers and reporting on resolution progress as per the contract agreement.

3.3.1 Indemnification

The IP shall indemnify, hold and save harmless and defend, at its own expense, department, its officials, agents, servants and employees from and against all suits, claims, demands and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of the agency or the agency's employees, officers, agents or sub-contractors, in the performance of this contract. This provision shall extend, inter alia, to claims and liability in the nature of workmen's compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the agency, its employees, officers, agents, servants or sub-contractors. The obligations under this article do not lapse upon termination of this contract.

The IP shall be the principal employer for all claims arising from the liabilities statutory or otherwise, concerning the sub-contractors. The IP undertakes to indemnify the Corporation from any claims.

3.4 Limitation of Liability

Notwithstanding anything contained in foregoing clause, the IP will have unlimited liability for the damages or loss to real and tangible personal property, for bodily

injury or death which is caused by sole gross negligence or sole willful misconduct of the IP, its employees and subcontractors, infringement of any intellectual property rights and breach of confidentiality obligations.

The IP performance of obligations under contract agreement will not create an association, partnership, venture, or relationship of principal and agent, master and servant or employer and employee between PICTCL and the IP and its employees, subcontractor and neither Party will have the right, power or authority (whether expressed or implied) to enter into or assume any duty or obligation on behalf of the other Party.

3.5 Standards of Performance

The Implementation Partner 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 Implementation Partner shall always act in respect of any matter relating to this contract as faithful advisor to the Corporation. The Implementation Partner shall always support and safeguard the legitimate interests of the Corporation, in any dealings with the third party. The Implementation Partner shall abide by all the provisions/Acts/Rules etc. of Information Technology Act, 2005 and subsequent amendments prevalent in the country. The Implementation Partner shall conform to the standards laid down in the tender in totality.

3.6 Applicable Law

- a. 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.
- b. The bidder will submit an undertaking specifying that they have obtained or will

be in a position to obtain all necessary statutory and obligatory permissions, if any, required to carry out the contract.

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)

1. The IP shall furnish an unconditional and irrevocable Performance Bank Guarantee (PBG) as per Pro forma 7 in accordance with conditions of contract within 15 days of issuance of letter of award. PBG shall be furnished for an amount equal to 10% of project cost valid for the term plus six months as its commitment to perform services under the contract. Whenever the IP is issued an additional purchase order during the term of the contract, the IP shall furnish a fresh PBG of amount equal to 10% of additional purchase order value valid for the term plus six months.
2. Failure to submit PBG as per para 3.8 (1) and non-compliance with the RFP conditions, shall constitute sufficient grounds for forfeiture of the EMD.
3. Failure to perform services / delivery of product as per RFP conditions after acceptance of Work Order shall constitute sufficient grounds for revocation of the PBG.
4. The PBG shall be released after expiry of its validity period provided there is no breach of contract on the part of the IP.
5. No interest will be paid on the PBG.
6. PICTCL shall also be entitled to make recoveries from the IP's invoices, PBG, or from any other amount due from IP side, the equivalent value of any payment made to him due to inadvertence, error or misstatement etc.

3.9 Price fall

If, at any time during “the contract” the IP reduces the sale price, sells, or offers to sell such goods to any person/organization including the Corporation 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 IP shall forthwith notify such reduction or sell or offer to sell to the Corporation and the price payable under the contract for the supply of material after the date of coming into force of such reduction or sale or offer to sell shall stand correspondingly reduced in case of a subsequent reorder of the product.

3.10 Warranty

The bid proposal shall be inclusive of a comprehensive Manufacturer “Warranty” for at least one year for all the smartphones including accessories and services applicable from the date of smartphone handover to the beneficiary. It shall be repaired and / or replaced free of charge except items such as Battery, data cable and screen and any physical damage due to accidents, misuse, exposure to liquid by the beneficiaries’ including loss or theft of the smartphone.

The IP will ensure that all hardware / firmware / software operate without defect. Any modification or addition in the firmware/ software as may be required will be undertaken by the IP without any additional cost. The time for maintenance engineers to resolve issue after request for maintenance is made should be as per Appendix – A (Service Level Agreements). The equipment or parts replaced must be equivalent in performance of existing parts, failing which penalties will be levied as per Appendix-A.

3.11 Delivery and Inspection of Smartphones

All smartphones shall be delivered at locations at district level (Refer Appendix D) as per the delivery schedule mentioned in section 3.15. However PICTCL reserves the right to extend the period for delivery of smartphones where required. Smartphones mentioned in the tender or any subsequent reorder shall be delivered at any location in Punjab or as may be notified by PICTCL for the subsequent period. The Corporation reserves the right to procure the smartphones in whole or in part.

1. IP should conduct 100% pre-dispatch inspection on smartphones as per tender specification mentioned in Annexures.
2. Selected IP will first intimate the Corporation for “In-house Inspection” of the smartphones at manufacturing unit/warehouse in Chandigarh / Mohali area for pre-dispatch inspection before delivery. Decision to conduct the pre-dispatch inspection would be at the discretion of the joint committee.
3. Minimum 1% sample of smartphones will be physically checked and inspected by the joint committee or agency appointed by PICTCL. If 5% of sample size is found defective, the whole batch will be rejected. All the cost pertaining to sample testing will be borne by the IP. The IP should re-pack all the opened boxes of sample smartphones for delivery if found satisfactory during the inspection by the committee.
4. The Corporation would bear the cost of third party inspection for only one manufacturing plant of the supplier. If IP wants to produce in more than one location, then the cost of positioning the third party inspection by the IP in the second and subsequent plants would be borne by the IP at their cost.
5. During the inspection by the joint committee/ third party, representative of IP should be available to showcase the features and specifications of the smartphones to the committee.
6. For every shipment, samples will be drawn and tested by joint committee / third party inspection agencies appointed by the Corporation. Only after the testing clearance of lot, it will be allowed to be moved to the distribution point. In case the samples tested do not qualify, the entire lot will be rejected.
7. Smartphones to be supplied must give same or better performance with respect to technical evaluation results.
8. The Corporation may nominate its own officers to be in the manufacturing plant to supervise the quality of manufacturing process. This would be in addition to the committee/ third party inspection.
9. Post inspection of the smartphones, satisfactory inspection report shall be provided by the committee/ third party to PICTCL as per Pro forma 19. After receiving the satisfactory report from committee/ third party, PICTCL shall provide the confirmation in writing to IP for delivering the smartphones at nominated locations.

10. For time period taken between date of intimation by IP regarding delivery of all the smartphones at single point location to date of confirmation by PICTCL for go ahead for final delivery at various locations
 - i. If the delay is due to IP; the period will be included in the delivery time and appropriate penalty, as defined in SLAs for delivery, will be applicable on IP
 - ii. If the delay is due to third party/ joint committee; the period will be excluded from the delivery time of IP for the purpose of penalty calculation.
11. Any discrepancy found in the material during joint inspection will have to be rectified by the IP to the satisfaction of the committee. Such time period will be included in the total delivery period.
12. Confirmation of delivery at all the locations will be done by respective nodal officer against challan.
13. If there is delay in delivery in any location (as per section 3.15) due to any kind of inadequacy on part of IP, penalty may be imposed on IP as defined in Appendix A.
14. Upon successful delivery of all smartphones at each nominated location, the IP shall notify PICTCL by submitting following documents:
 - Four copies of invoice showing smartphone description, quantity, unit price and total amount etc.
 - Delivery Challan duly signed and stamped by nodal officer acknowledging the Delivery (refer Pro forma 17)
 - Insurance Certificate – Transit, Liability etc.
 - District service and collection centres detail

Considering digital innovation happening with the time in smartphone industry, IP may provide a smart phone with higher specifications (RAM, Processor speed, Screen size, Battery power in mAh, Rear camera etc.) at the same or lower quoted unit price in the subsequent re-order subject to successful compliance to specifications of new smartphone. The new product (smartphones) should be in compliance with the criteria mentioned in this RFP and the IP shall provide all the supportive as well as benchmarking reports for both (old & new) the smart phones.

3.12 Technical Support

The IP shall have existing service/collection centres or shall open service/collection centres as defined in section 4.9 across the State for the maintenance/comprehensive warranty of smartphones within one month after award of contract.

The service centres should have capable support staff. The IP shall provide post-sales support and shall attend any complaint as soon as the smartphone is brought to the service/collection centre as defined in this RFP.

3.13 Performance Assessment

The performance of the IP will be assessed as below:

1. Supply: If there is a delay in supply or unsatisfactory supply of smartphones, the Corporation reserves the right to terminate the contract and impose penalties, as defined in Appendix A (SLA)
2. Services: If there is a delay in services or unsatisfactory services related to repair and replacement of smartphone by the service centres, the Corporation reserves the right to terminate the contract and impose penalties, as defined in Appendix A.
3. Support and Service Dashboard: IP shall be required to provide the real-time dashboard for all the complaints registered for smartphones by the beneficiaries including their resolutions status.

Support and service dashboard will have following features but not limited to:

- Complaint raised by – Name, Service Centre ID, Mobile and Email ID, Complaint ID
- Type of Complaint –Software Issue, Hardware Issue, Warranty Claim Issues etc.
- Mode of Complaint - Through Call, Email etc.
- Status of Resolution – Pending / Resolved
- Time taken to resolve the complaint
- Compliance with SLAs
- Search facility
- The dashboard shall show complaint details and resolution status in real

time and shall generate consolidated MIS report by end of the day.
The Corporation reserves the right to impose penalty on IP, if it is found that IP has provided wrong or misleading information.

3.14 Deliverables and Team Composition

The IP shall submit the following deliverables

- i. Project plan including project milestone, key tasks and activities as mentioned in the scope of work of this RFP, timeline and schedule, team deployment, report formats, dashboard design etc. immediately after award of contract.
- ii. Delivery reports includes quantity ordered, quantity delivered, order date, delivered date etc. for each location immediately after delivery of lot.
- iii. Monthly SLA reports supported by dashboard covering all the SLAs mentioned in Appendix A within 7 days of the next month.

PICTCL may ask IP to add more details in the monthly report as needed during the contract period.

The IP shall provide a dedicated team for the implementation of project. The team shall be deployed within 7 days of the award of contract till the distribution of the final order to the beneficiaries.

Major activities to be performed by the deployed resources required:

1. Day to day co-ordination with the stakeholders.
2. Assistance in resolution of grievances which can be addressed at their level or escalating the same to their management for timely resolution.
3. Provide operational support during the execution and implementation of the project.

3.15 Payment and Delivery Schedule

Total order quantity* shall be approximately 1.60 lakhs. The payment and delivery schedule is tabulated below:

Milestones	Quantity to be delivered	Supply schedule in calendar days	Payment
M1	10% of total ordered quantity*	T + 7 weeks	95% of cost of total delivered quantity in M1
M2	45% of total ordered quantity*	T + 10 weeks	95% of cost of total delivered quantity in M2
M3	45% of total ordered quantity*	T + 13 weeks	95% of cost of total delivered quantity in M3
Total 100%		Total 95 %	
Payment of 5% amount shall be made after 3 months of complete delivery		5%	
T = Letter of Award Date			

- In case of any modifications in the order quantity or supply schedule, the same shall be specified in the purchase order by PICTC.
- IP shall provide live dashboard within 1 week of delivery of 1st batch of smartphones
- IP will submit the invoice along with respective approved supportive documents/proofs only after the successful completion of quantity delivered as per table above.
- PICTCL will release the payment on submission of Invoice subject to necessary approval by the competent authority after proper verification of the invoice and all supporting documents and deduction of all applicable penalties.
- The IP shall raise all the invoices to PICTCL through its Punjab office only.

3.16 Insurance

Goods supplied by IP under this contract shall be fully insured against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery at district location.

3.17 Penalties

1. The IP is to strictly adhere to the timelines provided by them. For late delivery of smartphone attributable to the IP will attract a penalty as per details explained in Appendix "A".
2. The Corporation reserves its right to recover the amounts on account of penalties by any mode such as revoking PBG or, adjusting from any payments to be made by the Corporation to the IP. The IP will also have a choice of depositing the amount due towards him on account of penalties by cash / cheque / draft / NEFT in favor of Punjab Information & Communication Technology Corporation Ltd. in which case penalties shall not be recovered by any other means.
3. The penalty needs to be deposited by IP within 21 days of date of intimation of the penalty.

3.18 Indemnity

Successful bidder who has been awarded the work order (the "Indemnifying Party") undertakes to indemnify the PICTCL from monetary loss or loss of reputation to any customer Department/s arising in favor of any person, Corporation or other entity (including the Indemnified Party) attributable to the Indemnifying Party's negligence or willful default in performance or non- performance.

The indemnities set out shall be subject to the following conditions:

1. The Indemnified Party as promptly as practicable informs the Indemnifying Party in writing of the claim or proceedings and provides all relevant evidence, documentary or otherwise;
2. The Indemnified Party shall, at the cost of the Indemnifying Party, give the

Indemnifying Party all reasonable assistance in the Defence of such claim including reasonable access to all relevant information, documentation and personnel provided that the Indemnified Party may, at its sole cost and expense, reasonably participate, through its attorneys or otherwise, in such Defence;

3. The Indemnified Party shall not prejudice, pay or accept any proceedings or claim, or compromise any proceedings or claim, without the written consent of the Indemnifying Party;
4. The Indemnified Party shall account to the Indemnifying Party for all awards, settlements, damages and costs (if any) finally awarded in favor of the Indemnified Party which are to be paid to it in connection with any such claim or proceedings;
5. The Indemnified Party shall take steps that the Indemnifying Party may reasonably require to mitigate or reduce its loss as a result of such a claim or proceedings;
6. In the event either of the Party seeks indemnification from other on account of any specific loss or losses (including any claim for damages) then party making the claim would be stopped from making any further claim, financial or otherwise in respect of that loss or losses (including any claim for damages).

3.19 Termination of Contract

1. **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 one month's notice for curing the Material Breach to the other Party. In case the Material Breach continues, after the notice period, PICTCL 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. An attachment is levied or continues to be levied for a period of seven days upon effects of the bid.
 - ii. If the IP 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.

- iii. In case the IP fails to deliver the quantity as stipulated in the delivery schedule.
2. After award of the contract, if the IP does not perform satisfactorily or delay in execution of the contract, PICTCL reserves the right to get the balance contract executed by another party of its choice by giving one month's notice for the same.
3. In the event of the sum of all unpaid penalties exceeding 10% of contract value on any given date, PICTCL reserves the right to terminate the contract and in this case PBG shall stand revoked in total.

3.20 Termination for Insolvency, Dissolution etc.

The Corporation may at any time terminate the contract with immediate effect by giving written notice to the IP, if the IP 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 IP, 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.

3.21 Termination for Convenience

PICTCL 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.

3.22 Consequences of Termination

1. In the event of termination of the Contract due to any cause whatsoever, [whether consequent to the stipulated term of the Contract or otherwise], PICTCL 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 IP 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 IP to take over the obligations of the erstwhile IP in relation to the execution/ continued execution of the scope of the Contract.

2. PICTCL reserves the right to recover any dues payable by the selected IP / penalties from any amount outstanding to the credit of the selected IP, including the pending bills and/or revoking the bank guarantee under this contract.
3. Nothing herein shall restrict the right of PICTCL to invoke the Performance Bank Guarantee and other guarantees, securities furnished and pursue such other rights and/or remedies that may be available to PICTCL under law or otherwise.
4. 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.

3.23 Force Majeure

1. The IP 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.
2. For purposes of this clause, "Force Majeure" means an event beyond the control of the IP and not involving the IP'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.
3. If a Force Majeure situation arises, the IP shall promptly notify the Corporation in writing of such condition and the cause thereof. Unless otherwise directed by the Corporation in writing, the IP 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.

3.24 Taxes and Duties

No adjustment of the Agreement price shall be made on account of any variations in costs of labor and materials or any other cost component affecting the total cost in fulfilling the obligations under the Agreement. The price would be inclusive of all taxes, duties, charges and levies as applicable at any given point of time within Union of India.

3.25 Resolution of Disputes

Any dispute or difference, whatsoever, arising between the parties to this agreement arising out of or in relation to this agreement shall be resolved by the Parties through mutual consultation, in good faith and using their best endeavors. To this end, the parties agree to provide frank, candid and timely disclosure of all relevant facts, information and documents to facilitate discussions between them/ their representatives or officers.

3.25.1 Defence of Suits

If any action in court is brought against the PICTCL/Department for failure or neglect on the part of the IP to perform any acts, matters, covenants or things under the contract or for the damage or injury caused by the alleged omission of neglect (including any accident or injury caused due to a faulty instrument, radiation, battery and third party claims thereof) on the part of the IP or sub-contractors, workmen supplier or employees in all such cases shall indemnify and keep PICTCL harmless from all costs, damages, expenses or decrees arising out of such action.

3.25.2 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 15 days after receipt. If that party fails to respond as expeditiously but not later than 15 days, or the dispute cannot be amicably settled within 30 days following the response of that party, then the second Sub-clause of resolution of disputes shall become applicable.

3.25.3 Arbitration

In case dispute arising between the Corporation and the IP, which has not been settled amicably, the IP can request the Corporation to refer the dispute for Arbitration under Arbitration and Conciliation Act, 1996. Such disputes shall be referred to the Principal Secretary to Govt. of Punjab, Department of Industries and Commerce as Arbitrator. 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.

3.25.4 Legal Jurisdiction

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

3.26 Notices

1. Any notice or other document which may be given by either Party under this Agreement shall be given in writing, in person or by post.
2. 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.

3.27 Contract Amendment

No variation or modification of the terms of Contract shall be made except by written amendment signed by parties. PICTCL may, at any time, by written order given to

the IP, make changes within the general scope of the contract. If any such change causes an increase or decrease in the cost of, or the time required for, the IP's performance of any provisions under the contract, an equitable adjustment shall be made in the contract price or delivery schedule or both and the contract shall accordingly be amended. Any claims by the IP for adjustment under this clause must be asserted within fifteen (15) days from the date of the IP's receipt of the change order.

4 Section D- Scope of Work

4.1 Introduction

The Government of Punjab intends to give smartphones to the youth of the State so they can be a part of the digital journey of Punjab. The youth of Punjab shall get smartphones with pre-loaded mobile apps which shall help them in getting information about Punjab Government initiatives and also in availing various Government services.

4.2 Beneficiaries of Scheme

In order to qualify for a free smartphone, An Individual must fulfill the following mandatory requirements:

1. Regular girl students studying in class 11th and 12th in State Government schools in Punjab and not owning a smartphone.

4.3 Smartphone

The selected Implementation Partner shall provide the smartphones as per the specifications provided in Appendix F.

The smartphone specifications are the minimum specifications required, however, selected Implementation Partner can provide the smartphone with higher specifications.

Government Name, scheme logo, boot animation, mobile application and welcome message shall be installed in BIOS and Punjab government mobile applications (2-3) approved by PICTCL shall be pre-installed in the smartphones. The IP shall be responsible for pre-loading and installing any mobile apps or content in the smartphones provided by PICTCL. The Punjab government mobile app will be of size 20 MB each approximately and one of the applications shall require permissions like device admin, root access, SMS and calling for device registration.

The bidder shall ensure that the end user is not able to uninstall the pre-loaded Government applications from the Smartphone.

4.4 Bill of Quantity

Supply of approximately 1.6 Lakhs smartphones along with accessories packed as per specifications mentioned in RFP.

The Bidder should be able to provide smartphones at the unit quoted price or lower price, as the case may be, in case of subsequent re-order during the term of RFP.

4.5 Traceability Identification

The smartphones supplied under this scheme are meant to be distributed to the youth of Punjab. In order to prevent the misuse of the smartphones, screen printing/tamper-proof sticker to be specified by PICTCL (Government name and scheme logo) shall be marked on back panel of smartphones. The design of the sticker/printing shall be approved by PICTCL and provided to Implementation Partner.

Every smartphone shall have a serial number which shall be pre-printed in barcode stickers and shall be pasted in each smartphone.

IMEI of distributed smartphones shall be used for the all the services and support. Provision of IMEI mapping of smartphone should be provided so that when the beneficiaries take the smartphone to service centres for repair or replacement, the warranty and beneficiary details can be fetched automatically and there is no requirement of proof of purchase or bill for free repair of phone during the warranty period.

4.6 Packing

The IP shall provide such packing as is required to prevent damage or deterioration of the goods during transit to their final destination as indicated in the RFP. The packing shall be sufficient to withstand, without limitations, rough handling and exposure to extreme temperatures and precipitation during transit and open storage. The IP shall be responsible for any defect in packing.

The furnished smartphones shall have scheme logo and bar code serial number. The smartphones shall be bubble wrapped and packed in the cardboard boxes of standard quality as followed by industry. The packing should contain the following:

1. Do's and Don'ts instruction and user manual in Gurmukhi, Hindi and English

2. Warranty card shall contain
 - i. Serial number, month and year of Manufacturing
 - ii. Name, address and Telephone number of Service Centre
3. Smartphone accessories- Power Adapter, Head Phone, USB Cable
4. One spare bar code serial number sticker shall be provided.

The above smartphones shall be packed in cartons as per delivery requirements of locations. Each carton shall be inscribed with the location details to which it is to be supplied.

The packed carton should be sealed and preserved in the manufacturer's store/ Godown/ Warehouse.

4.7 Delivery and Distribution Support

1. Delivery of the smartphones:

The IP shall provide the delivery of the smartphones to all nominated locations at district headquarters (Refer Appendix D).

2. Distribution of smartphones:

Smartphones will be distributed by organizing distribution camps at schools/ colleges. List of IMEI delivered district wise will be provided by the IP and respective nodal officer shall add details of the beneficiaries in the list which will be shared with PICTCL for record purpose. The updated list will be shared with IP for service and support purpose. During the distribution camps, nodal officer has to collect the self-attested undertaking from the beneficiaries for transfer of ownership. In case, the beneficiary is under the age of 18 years, parent/ legal guardian has to provide the undertaking on behalf of the beneficiary.

Manpower support shall be provided by the IP during distribution camps. IP will be informed well in advance at least 10 days prior to setting up distribution camps.

4.8 Inventory of Smartphones

The Implementation Partner has to maintain 3-5% inventory of smartphones at the service centres to ensure that replacement of smartphones is available with the service centres in

sufficient quantity at any moment of time. The inventory of smartphone at service centres can be checked randomly. In case of non-compliance, the Corporation reserves the right to impose penalty.

4.9 Support, Maintenance and Service of smartphones

The IP shall provide support, maintenance and service of smartphones for the duration of contract after the successful distribution of smartphones. The scope of support include-replacement, repair of smartphone including working of OS etc. The IP shall provide support maintenance and services of smartphones via its call centre and service centres.

The IP shall setup real-time mechanism like a dashboard on their website with access to authorized users of PICTCL to monitor the support, maintenance and service of smartphones as per the SLA defined in Appendix A.

Call Centre:

The Implementation Partner should have Call Centre(s) for smartphones or shall establish the same within 1 month of the receipt of the work order.

Smartphone:

1. The Call Centre shall have a Toll Free Number and local language support or shall establish the same within 1 month of the receipt of the work order.
2. The Call Centre service shall operate 8 working hours per day for smartphone related services throughout contract period.

Service Centres:

1. The Implementation Partner should have existing Service Centres for smartphones in at least 6 districts & Collection Centres in remaining 16 districts of Punjab or shall establish the same within 1 month of the receipt of the work order.

5. Section E: Bid Pro formas

Pro forma 1: BID SHEET

(To be filled, signed, scanned and uploaded in Pre-Qualification section of the e-Tendering Portal)

Tenderer's Bid Reference No. & Date:

Tenderer's Name & Address:

Person to be contacted:

Designation:

Telephone No. (Mobile):

Telephone No. (Landline):

Email ID:

Fax No.:

To:

The Managing Director,
Punjab Information & Communication Technology Corporation,
Udyog Bhawan, Sector 17, Chandigarh.

Subject: Selection of Implementation Partner for the Distribution of Smartphones to the Youth 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 180 days from the date of opening of commercial bids the last date of submission of bids. We do hereby confirm that our bid prices include all taxes.
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

5. 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 Pro forma (Pro forma 4). Further, we agree that additional conditions, if any, found in the bid documents, other than those stated in deviations Pro forma, shall not be given effect to.
BID PRICING
We further declare that the prices mentioned 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. **PERFORMANCE BANK GUARANTEE**
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 online 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:

Date:

Designation:

Place:

<Seal>

Business Address:

Pro forma 2A: CHECKLIST & ORDER IN WHICH DOCUMENTS ARE TO BE SUBMITTED

(To be filled, signed, scanned and uploaded in Pre-Qualification section of the e-Tendering Portal)

Name of Bidder: _____

S. No.	Minimum Eligibility Criteria	Proof to be submitted for fulfilling the Eligibility Criteria	Page No.
1	Bidder should be a registered company under Companies Act 1956/2013 or a Partnership firm under the Indian Partnership Act, 1932/ 2013; and should be in existence since the past 3 (three) years from the date of issue of RFP.	<ul style="list-style-type: none"> • In case of a company, certificate of Incorporation should be submitted along with Memorandum and Articles of Association • In case of a partnership firm, certificate of registration should be submitted 	
2	The Authorised Signatory signing the bid should be duly authorized by the board of Directors of the Bidding Company to sign the Bid and the Contract/Agreement of their behalf.	A certificate from the company secretary of the bidder certifying that the Bid signatory is the authorized by the Board of Directors of the Company to do so, with resolution number and date.	
3	Bidder should not currently be blacklisted by any of the State/Central Government or	Self-Declaration in this regard by the authorized signatory of the bidder as	

	organizations of the State/Central Government in India and the bidder shall not be under declaration of ineligibility for corrupt or fraudulent practices.	per Pro forma 8	
4	The bidder must submit their valid PAN and GST Registration Number on their letter head.	As per Pro forma 13:	
5	The bidder shall be financially sound having minimum average annual turnover of INR 150 Crores (Two Hundred Crores Only) in India for last three financial years 2016-17, 2017-18 and 2018-19.	Certificate by CA as per Pro forma 11	
6	The bidder (or its OEM in case of brand owner) should be in smartphone business for a period exceeding two years as on date of issue of RFP with current installed manufacturing/Assembling capacity of a minimum of 2 lakhs smart phones per year.	Self-Declaration in this regard by the authorized signatory of the bidder as per Pro forma 18	
7	The bidder should have successfully completed supply of smartphones and tablets worth Rs.120 crores during the last three financial years (2016-	Copy of the work order/ Contract Agreement completion certificate as per Pro forma 10	

	17, 2017-18 and 2018-19) of which at least 50% value should be from the smartphones.		
7	<p>Call Centre(s) and Service Centre(s)</p> <p>a. The bidder should have Call Centre for smart phones or shall establish the same within 1 month of the receipt of the work order.</p> <p>b. The bidder should have existing Service Centres for smartphones in at least 6 districts & Collection Centres in rest 16 districts of Punjab or shall establish the same within 1 month of the receipt of the work order.</p>	<p>Undertaking on company's letter Head and signed by Authorised Signatory as per Pro forma mentioned:</p> <p>As per Pro forma 16A</p> <p>As per Pro forma 16B</p>	
8	<p>The bidder should submit valid undertaking letter for quoted smartphone and its components confirming that the quoted smartphone and its components shall not have end of technical/customer support including spares, updates, patches, security patches, fixes, bug fixes till</p>	<p>Undertaking as per Pro forma 3 on company's letter Head and signed by Authorised Signatory</p>	

	end of warranty for each order.		
9	The bidder (or its OEM in case of brand owner) should possess ISO 9001:2008 for product & services being provided and OEM of smartphone should also provide the ISO 14001 Certification for the Production/Manufacturing / Assembling Process.	<ul style="list-style-type: none"> • Copy of the valid ISO Certificates issued from the accreditation organization to be submitted as documentary proof. <p>Documentary proof of all smartphone manufacturing units.</p>	
11	<p>The bidder (or its OEM in case of brand owner) should submit BIS, RoHS and SAR certificates of quoted smartphone.</p> <p>In case of non- availability of certifications for quoted smartphone, Bidder should provide proof of having applied for BIS, RoHS and SAR certificates. However, Bidder need to ensure submission of BIS, RoHS and SAR certificates at the time of delivery of first batch.</p>	<ul style="list-style-type: none"> • Authorized proof of BIS, RoHS and SAR certificates with test reports. • In case of non-availability of the certificates, Self-Certificate on company's letter head to be provided to ensure the proof of certifications at the time of delivery of first batch. 	
12	The bidder should submit the benchmark/acceptance test report of quoted smartphone.	Report from government authorised / accredited agency	

13	The bidder, if a Startup (as per chapter 16.1 of Detailed Scheme & Operational Guidelines, 2018 of Industrial and Business Development Policy 2017, issued by Department of Industries & Commerce, Government of Punjab) shall be exempted from the past experience and turnover criteria, as mentioned above.	ST – B Certificate issued by Government of Punjab	
14	The bidder has to submit the two samples of quoted smartphone along with SIM card within two days after the last date of submission of bid.	Two samples of quoted smartphone along with SIM card	

**Pro forma 2B: CHECKLIST & ORDER IN WHICH DOCUMENTS ARE TO BE
SUBMITTED IN TECHNICAL SECTION**

(To be filled, signed, scanned and uploaded in e-Tendering Portal)

Name of Bidder:

Sr. No.	Documents	Page No.
A. Will be checked at the time of Technical Evaluation		
I	Product literature/data sheets with proper indexing indicating compliance to each of the smartphone specifications as mentioned in this document	
li	Technical Compliance to Specifications (as per Pro forma 9)	
iii	Technical Deviation form (Pro forma 4)	

Pro forma 3: UNDERTAKING FROM BIDDER

(To be filled, signed, scanned and uploaded in e-Tendering Portal)

(To be submitted by Bidder on their respective letterheads, signed by persons having the appropriate Power of Attorney)

From: _____

To

Managing Director,
Punjab Infotech, 5th & 6th Floor, Udyog Bhawan,
Sector 17, Chandigarh, 160017

Ref.: Tender No.

Dear Sir

WHEREAS we, <<name of the BIDDER>>, having our registered office at <<address of BIDDER>>, state that we are the official owner / producer of the <<BIDDER's model proposed for smartphone>>. We, <<name of the BIDDER>>, having our registered office at <<address of BIDDER>>, state that we have support mechanism in India, either directly through our support office in India or through our authorized channel partners in India.

For <<BIDDER's model proposed by the bidder>>, we hereby take the full responsibility that:

- Quoted smartphone and its components shall not have end of technical/customer support including spares, updates, patches, security patches, fixes, bug fixes till end of warranty for each order and subsequent reorder.
- We shall provide complete technical support for all aspects of supply of smartphones including comprehensive warranty for one year and support during the entire period of Project as stated in RFP

Name:

Designation:

Signature with company seal:

Duly authorised to sign for and on behalf of :<< name of the BIDDER>>

Pro forma 4: TECHNICAL DEVIATION

(To be filled, signed, scanned and uploaded in e-Tendering Portal)

Name of Bidder: _____

Subject:

Following are the Technical deviations & variations to the specifications of smartphone.

These deviations and variations are exhaustive. Except these deviations and variations, the entire work shall be provided as per your specifications and documents.

S. No.	Clause No.	Page No.	Statement of Deviations and variations

(Signature of the Authorized Person)

Seal:

Date and Place:

Pro forma 5: PRICE SCHEDULE

(To be filled online in Commercial section of e-Tendering portal)

S.NO.	Smartphone including 12 months comprehensive warranty (Specify Make and Model)	Unit Price (INR)	Applicable GST Rate (%)	GST Amount (INR)	Total Unit Price including GST (INR)	Total Quantity	Total Bid Price (INR)
1							
Total Cost (Inclusive of GST) (In words) INR:							

* Total cost should be inclusive of all costs for the execution of this contract

Pro forma 6: POWER OF ATTORNEY

(To be filled, signed, scanned and uploaded in Pre-Qualification section of the e-Tendering Portal)

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 *<tender no>* for selection of IP for *<project name>* and all affairs ancillary or incidental thereto.
2. AND the Company hereby agree that all 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 and 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 the 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 in being made under the attorney>

CERTIFIED:

<Signature, name & designation of the person executing attorney and name of company>

Pro forma 7: PERFORMANCE BANK GUARANTEE

(To be submitted within 15 days after Award of Contract)

PICTC LTD, 5th & 6th Floor Udyog Bhawan

18 Himalaya Marg, Sector 17, Chandigarh – 160017

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

- 1 This deed of Bank Guarantee made this <day> <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 favour of Punjab Information & Communication Technology Corporation Ltd. situated at PICTC LTD, 5th & 6th Floor Udyog Bhawan, 18 Himalaya Marg, Sector 17, Chandigarh – 160017 (hereinafter referred to as “The Corporation” which expression shall include their successors).
- 2 Whereas the Corporation 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 the 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 IP <project name>.
- 3 In consideration the Corporation selecting the Company as IP to <project name> as per the terms and conditions of the Agreement entered into between the Corporation and the Company, we the Bank, hereby irrevocably and unconditionally guarantee to pay the Corporation 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 Corporation 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 Corporation 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 Banks, 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 Corporation or any variations or alteration made, considered or agreed to with or without knowledge or consent of the Bank by or between the Corporation 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 Corporation under or by virtue of the said Agreement have been fully paid and its claim

satisfied or discharged or up to 30 (Thirty) months from the date of its execution i.e. up to <day> day of <month> <year>, or the Corporation 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 Corporation that the Corporation 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 Corporation 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 Corporation or any indulgence by the Corporation 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 Corporation 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 Corporation in writing and the guarantee shall be continuous and irrevocable up to the sum States hereinabove.

Place

Date

(Signature of Authorized signatory & Stamp of Bank)

**Pro forma 8: DECLARATION LETTER ON NON BLACKLISTED
COMPANY/FIRM**

(To be filled, signed, scanned and uploaded in Pre-Qualification section of the e-Tendering
Portal)

[Bidders are required to submit the Declaration letter as given here on their letterhead]

To

Managing Director

PICTC LTD, 5th & 6th Floor Udyog Bhawan

18 Himalaya Marg, Sector 17, Chandigarh – 160017

Sub: Declaration for not being ineligible due to corrupt or fraudulent practices or blacklisted
by any Government or Public Sector Units in India

Dear Sir,

We, the undersigned, hereby declare that:

We are not under a declaration of ineligibility/ banned/ blacklisted by any State or Central
Government/ any other Government institutions in India for any reason as on last date of
submission of the bid or convicted of economic offence in India for any reason as on last
date of submission of the bid.

Thanking you,

Yours faithfully,

(Signature of the Bidder)

Printed Name

Designation

Seal

Date

Place

Business Address

Pro forma 9: TECHNICAL COMPLIANCE

(To be filled, signed, scanned and uploaded in Technical section of e-Tendering Portal)

Name of Bidder: _____

Subject:

Following are the Technical compliance to the specifications of smartphone.

S.N	Minimum Specifications Required	Specifications Offered	Compliance (Yes/No)
1	RAM – 2 GB		
2	Processor – 1.2 GHz		
3	Display Size – 5 inches		
4	Resolution of 1280*720		
5	Battery – 2900 mAh		
6	Rear Camera – 8 MP		
7	Front Camera – 5 MP		
8	Capacitive Touch Screen		
9	Complied with all types of network such as 2G, 3G,4G/LTE, VoLTE		
10	OS – Android Oreo 8.0 or above		
11	ROM (Memory) – 16 GB Expandable to 128 GB or above		
12	Power Adapter(110V-250V, 50 Hz)		
13	Wi-Fi		
14	Bluetooth		
15	GPS		
16	Head Phone with jack		
17	USB Cable		
18	Certification – BIS, RoHS, and SAR compliant		

19	Additional Language support – Gurmukhi and Hindi		
20	Warranty – 1 year (from the date of successful handover of the smartphone to the beneficiaries)		

(Signature of the Authorized Person)

Seal:

Date and Place:

Pro forma 10: PRIOR EXPERIENCE

(To be filled, signed, scanned and uploaded in and uploaded in Pre-Qualification section of the e-Tendering Portal)

(Using the format below, provide information in respect of major jobs of similar nature executed by the company. Proof of work executed in the form of work order in case executed for the client(s) or Sales Certificate by Chartered accountant (CA) as mentioned in point 7 of Pro forma 2A)

S.No.	Information	Details
1	Details of client along with address, telephone and Fax number	
2	Order Value (Rs. Crore)	
3	Number of Smartphones	
5	Date of order issued	
6	Date of completion	
7	Seal of the bidder	

Total number of Pro forma 10 provided: _____ Nos

In case of client(s) OR

A sales certificate by CA

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

(Signature of the Authorized Person)

Seal:

Date and Place:

Pro forma 11: TURNOVER OF BIDDER

(To be filled, signed, scanned on the Company's letter head / Chartered Accountant letter head and uploaded in Pre-Qualification section of the e-Tendering Portal)

S.No.	Financial Year (F.Y.)	Turnover of bidder in the last three financial years 2016-17, 2017-2018 and 2018- 2019 (in INR)
1	FY 2016 - 2017	
2	FY 2017 – 2018	
3	FY 2018 – 2019	
	Average	

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

(Name & Signature of the CA)

Membership No. of CA:

Date and Place:

Pro forma 12: BRAND & MODEL OF QUOTED ITEMS

(To be filled, signed, scanned and uploaded in and uploaded in Technical section of the e-Tendering Portal)

Name of Bidder:			
S.N	Item Description	Make	Model
1.	Smartphone		

(Signature of the Authorized Person)

Date and Place:

Pro forma 13: PAN AND GST NUMBER

(To be filled, signed, scanned and uploaded in Pre-Qualification section of the e-Tendering Portal)

(Provide information in respect of PAN and GST number of the company)

S.No.	Particulars	Details	Proof of Documents Attached (Yes/No)
1	PAN Number		
2	GST Number		

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

(Signature of the Authorized Person)

Seal:

Date and Place:

Pro forma 14: NON-DISCLOSURE OF CONTRACT DOCUMENTS

(To be submitted by IP after receipt of Work Order on Company's letter head)

NON-DISCLOSURE OF CONTRACT DOCUMENTS

Except with the written consent of the Corporation, IP shall not disclose the contract or any provision, specification, plan, design, pattern, sample, video, data, pictures or any other information (in any form) to any third Party.

All created, stored, database, processed, archived etc. data will be the property of the PICTC. The beneficiaries' data must not be used/transfer in any format without written permission/authorization from the Corporation.

(Authorized signatory & seal of Company)

Date and Place:

Pro forma 15: PRE-BID QUERY FORMAT

(To be submitted by the bidder through email on company's letter head at the time of submission of Pre-bid queries)

Name of Company:

Queries must be sent in the following format:

S. No.	Reference (Page No./ Para/ Sub Para No. & Heading/ Sub Heading)	Existing Clause/ text	Clarification / Amendment Sought	Suggestions/ Remarks (if any)

(Authorized signatory & seal of Company)

Place and Date:

**Pro forma 16 A: UNDERTAKING - PROVIDING AFTER SALES SUPPORT
CENTRE INFORMATION**

(To be filled, signed, scanned and uploaded in Pre-Qualification section of e-Tendering
Portal)

To,

Managing Director

PICTC LTD, 5th & 6th Floor Udyog Bhawan

18 Himalaya Marg, Sector 17, Chandigarh – 160017

Tender No:

1. We understand that we have an operational call centre (s) for smartphones with a Toll Free Number, email and local language support.

Or

We undertake and agree that within 1 month of the receipt of the work order, our call centre(s) for smartphones would be established as per the requirement of the tender.

2. We further undertake and agree that failure to agree with the Terms & Conditions of the Tender/ Contract shall constitute sufficient grounds for the annulment of the proposal or the award, in such event PICTCL would reject the proposal and forfeit the EMD/Performance Bank Guarantee as specified in the tender document.

(Signature of the Authorized Person)

Date and Place:

**Pro forma 16 B: UNDERTAKING - PROVIDING AFTER SALES SUPPORT
CENTRE INFORMATION**

(To be filled, signed, scanned and uploaded in Pre-Qualification section of e-Tendering
Portal)

To,

Managing Director

PICTC LTD, 5th & 6th Floor Udyog Bhawan

18 Himalaya Marg, Sector 17, Chandigarh – 160017Tender No:

We understand that the bidder should have existing Service Centres for smartphones in at least 6 districts & Collection Centres in rest of 16 districts of Punjab. We give below the details of our Service and Collection Centre

Name of the Support Centre	Complete Address of Support Centre	Contact Person	Contact No.

We undertake and agree that within 1 month of the receipt of the work order, our Service and Collection Centre would be established as per the requirement of the tender.

We also undertake that it is our sole responsibility to update the name and address of support centre, and contact person and contact number of the concerned within 10 working days, in case of any modifications etc. during the tenure of this Tender/ Contract.

We further undertake and agree that failure to agree with the Terms & Conditions of the Tender/ Contract shall constitute sufficient grounds for the annulment of the proposal or the award, in such event PICTCL would reject the proposal and forfeit the EMD/Performance Bank Guarantee as specified in the tender document.

(Signature of the Authorized Person)

Seal:

Date and Place:

Pro forma 17: DELIVERY CHALLAN

Supplier Name:	Delivery Note No.		Date:
	District:		Tehsil:
	Buyer's Order No.		Dated:
Buyer: PICTCL	Dispatch Document No.		Pre-Dispatch Inspection Report No.
	Dispatched Through:		Dated:
Description of Goods	Quantity	Rate Per Unit in INR (smartphone)	Amount in INR
1.			
2.			
Total			

Note: List of serial number for smartphones delivered should be attached along with.

Name

Name

(Signature of bidder representative with Seal)

(Signature of DC/ Nodal Officer designated

by DC along with seal, date and time)

CC:

1. PICTCL

**Pro forma 18: SELF-DECLARATION BY THE AUTHORIZED SIGNATORY
OF THE BIDDER**

Self-declaration on the Company's letter head:

S. No.	Particulars	Remarks
1.	Commencement date of smartphone manufacturing unit	
2.	Number of operational manufacturing units for smartphones	
3.	Installed capacity of smartphones manufacturing per year	
4.	Smartphones Manufactured (Number of units) for the Financial year	
	2018-19	Quantity
	2017-18	Quantity
	2016-17	Quantity
5.	Whether certificate/documents enclosed for proof of manufacturing capacity (Yes/No)	

(Signature of the Authorized Person)

Date and Place:

Pro forma 19: PRE-DISPATCH INSPECTION

S.No.	Particulars	Details		
1.	Name of the Inspection Team Members			
2.	Name of Implementation partner's representative with contact details			
3.	Inspection Site Address:			
4.	Inspection Date:			
5.	Any other information			
Sl. No	Total Quantity	Quantity offered for inspection	Quantity Rejected	Remarks

Name with Signature of Inspection Team Members

Inspection Parameters:	
1	Physical Damages
2	Smartphone with serial number, power adaptor, head phone, USB cable
3	User Manual comprising of Specifications, Operational Instructions, Do's and Don'ts instruction in Gurmukhi, Hindi and English
4	Warranty card with names and addresses of service centres and telephone numbers
5	One spare barcode stickers containing manufacturer's serial number
6	Working condition by switching on the smartphone

Note: IP has to provide the list of serial number along with IMEIs of all the smartphones under inspection by the committee.

APPENDIX A: SERVICE LEVEL AGREEMENT (SLA) CRITERIA

SECTION 1: SERVICE LEVEL AGREEMENT

a. Purpose of this agreement

The purpose of this Service Level Agreement is to clearly define the levels of service support, maintenance and service of smartphones) to be provided by IP to the Corporation for the duration of this contract or until this SLA has been amended.

b. Duration of SLA

This Service Level Agreement would be valid for the entire period of contract. This SLA may be reviewed and revised from time to time, if so required within the contract period.

c. Category of SLAs

This SLA document provides for minimum level of services required as per contractual obligations based on performance indicators and measurements thereof for the distributed smartphones. The Implementation Partner shall ensure provisioning of all required support, maintenance and services while monitoring the performance of the same to effectively comply with the performance levels. The following services provided by the bidder shall be reviewed by PICTCL:

- a. Adherence of delivery as per the schedule.
- b. Regularly check performance of the Implementation Partner against this SLA.
- c. Discuss escalated problems, new issues and matters still outstanding for resolution.
- d. Review of statistics related to rectification of outstanding faults and agreed changes.
- e. Obtain suggestions for changes to improve the service levels.
- f. Periodic inspection of Implementation Partner's call centres and service centres records like:
 - i. Volume of Calls and tickets
 - ii. Types of Incidents and requests
 - iii. Time to resolve

The below mentioned penalties are applicable for the duration of the Agreement. All

the penalties shall be calculated on a monthly basis. Implementation Partner should provide comprehensive, end-to-end service including maintenance, replacement of the defective smartphone/ smartphone components in case of physical damage. No reason shall be entertained (unless those mentioned in Force Majeure) in case of unavailability of any service given in the Scope of Work in this RFP and the appropriate penalty shall be levied. All penalties shall be paid by the Implementation Partner to PICTCL.

d. Total penalty

The total penalty shall not exceed contract value.

e. Penalties on delayed delivery

S.N.	Quantity to be delivered	Supply schedule in calendar days	Penalty
1	10 % of total ordered quantity	T+ 7 weeks	A penalty of 2% per week for first two weeks or part thereof, and thereafter 4% per week or part thereof, on cost of undelivered due quantity of smartphones, subject to a maximum of 10% of Contract Value on cumulative basis covering penalty of all lots.
2	45 % of total ordered quantity	T + 10 weeks	
3	45 % of total ordered quantity	T+ 13 weeks	
T = Letter of Award Date			

1. Schedule shall be effective from the date of signing of the agreement.
2. The smartphones shall be delivered as per the location details provided by PICTCL. The consignment shall be handed over by the IP to the concerned nodal officers at respective locations at district level. The distribution of smartphones to the students shall not be in the purview of the IP.
3. The details with respect to the delivery like Location address, contact person name,

designation and contact number shall be provided by PICTCL at the time of signing of the Agreement.

f. Warranty obligations

1. Repair and replacement of faulty smartphone/ components during warranty period

i. Smartphones brought directly to service / collection centre:

Type of Incident	Resolution Time	Penalty
Repair and Replacement of the smartphone	T= 15 days	No Penalty
	T1 = T + 10 days	INR 100 for each unresolved incident.
	T2 = T1 + 5 days	INR 25 per day for every unresolved incident. After T1 and within T2, the smartphone shall be replaced with new smartphone of same specification by Implementation Partner or penalty of quoted price of smartphone shall be imposed.

g. Call Centre(s)

For smartphone:

Measurement	Definition	Target	Penalty
Service request through call	The call centre shall resolve the problem on the first call	Percentage of first level resolution should be greater than 50% for every month	Penalty for first level resolution in the range: 50% - 40% - INR 5,00,000 39% - 30% - INR 8,00,000 29% - 20% - INR 12,00,000 19% - 10% - INR 15,00,000 9% - 0% - INR 20,00,000

h. Smartphones fault rate (to be operated monthly)

Measurement	Penalty
>2 % of total delivered quantity	INR 20,00,000
<ul style="list-style-type: none"> Fault rate = Total number of technical defects (hardware or software) per month / Delivered quantity Fault rate will be calculated every month on delivered quantity till warranty period 	

i. Compliance & Reporting procedures SLAs

S.No.	Measurement	Definition	Target	Penalty
1	Submission of comprehensive monthly report	The Implementation Partner shall submit the comprehensive monthly report as mutually decided by the PICTCL	Report for the previous month shall be submitted by the 7 th of the next month.	INR 10,000 every day for delay in submission on an incremental basis.
2	Misleading and wrong information	<ul style="list-style-type: none"> Misleading and wrong information found in any documents or certificates provided during the bid 	Any time during contract	<ul style="list-style-type: none"> INR 50,00,000 for the first time INR 100,00,000 for the second time onwards
		<ul style="list-style-type: none"> Misleading and wrong information found after award of contract or in monthly reports at any point of time during the contract 		<ul style="list-style-type: none"> INR 5,00,000 for the first time INR 10,00,000 for the second time onwards

Note: PICTC may appoint third party agency to audit the reports and dashboard provided by IP to validate the SLA..

APPENDIX B: TECHNICAL PRESENTATION / DEMONSTRATION

1. Demonstration/presentation will be held at Punjab Infotech, 5th Floor Udyog Bhawan Sector-17 Chandigarh
2. The bidder shall provide a demonstration/presentation for the compliance of all the specifications of smartphone along with benchmarking report as submitted in the technical bid
3. Technical Committee will evaluate performance and features of smartphone during demonstration. A Technical expert of the bidder must remain present during the demonstration for technical clarifications, if any.

APPENDIX C: ROLES AND RESPONSIBILITIES OF STAKEHOLDERS

1. Responsibilities of Implementation partner (IP)

The IP will be responsible for the following:

- i. Work in close coordination with PICTCL for this project.
- ii. Carry out the activities as indicated in the scope of work of the RFP and any other additional requirement on mutual agreed terms and submit all the mentioned deliverables within the stipulated time-frame.
- iii. Ensure that the time lines and SLAs will be adhered to. If there are any perceived slippages on the timelines, IP may deploy additional manpower at their own cost, to ensure work is completed on time.
- iv. Make the best effort to ensure that the quality of deliverables meets the expectations.
- v. Maintain application for logging resolution details (type, time etc.) regarding any kind of hardware/ software related issues.
- vi. List of IMEI and mobile numbers shall be provided by IP to the nodal officer before distribution of smartphones.
- vii. Submit MIS reports to PICTCL on fortnightly basis for calculating the penalty as per SLA terms & conditions.

2. Responsibility of the Corporation:

. The roles and responsibilities are defined as hereunder:

- i. The PICTCL will provide organizational support for the Project and will be responsible for facilitating the end to end coordination and execution of the project
- ii. Carry out the bid process management and contract management during the entire duration of the project.
- iii. List of IMEI and mobile number will be used by nodal officer for capturing the details of the beneficiaries.
- iv. Collect the undertaking from beneficiaries.
- v. Monitor overall project execution as per RFP.
- vi. Release payments subject to bills/ invoice and supporting documents being in order.
- vii. The format of the MIS reports shall be provided by PICTCL after the selection of IP.
- viii. Project Management and Coordination.

APPENDIX D: DELIVERY LOCATIONS AT DISTRICT LEVEL

Sr.No.	District
1	Amritsar
2	Barnala
3	Bathinda
4	Faridkot
5	Fatehgarh Sahib
6	Fazilka
7	Firozpur
8	Gurdaspur
9	Hoshiarpur
10	Jalandhar
11	Kapurthala
12	Ludhiana
13	Mansa
14	Moga
15	Pathankot
16	Patiala
17	Rupnagar
18	S.A.S. Nagar
19	Sangrur
20	Shaheed Bhagat Singh Nagar
21	Shri Muktsar Sahib
22	Tarn Taran

APPENDIX E: CONTRACT AGREEMENT

(To be executed on a Rs. 100/- Non-Judicial Stamp Paper bought in Chandigarh by the Service Provider for selection of Implementation Partner for the Distribution of Smartphones to the Youth of Punjab)

(NO FIGURES INNUMERALS OR WORDS SHALL BE FILLED UP IN THIS SAMPLE FORM AT THE TIME OF SUBMISSION OF TENDER)

This contract entered into this _____ day of _____ 2019 at Chandigarh between Punjab Information & Communication Technology Corporation Limited, Chandigarh-160017, being the service recipient hereinafter referred to as the Corporation, (Which expression shall unless repugnant to the context or meaning thereof include its successors and assigns) of the First part and M/s _____ hereinafter referred to as the "Company" (Which expression shall unless repugnant to the context or meaning thereof include its successors and assigns) of the Second part.

Whereas the Corporation and the Company, in pursuance thereof have arrived at the following terms and conditions:

1) Corporation is desirous of "Selection of Implementation Partner for the Distribution of Smartphones to the Youth of Punjab". For this purpose, it has floated Request for Proposal (No. PICTC/ITeG/2018-19/003) for selecting suitable Company.

This Contract shall remain in force for the term.

The Company agrees to complete the deliverables specified in the Tender within the stipulated period prescribed by the Corporation at the cost agreed upon between the Successful Bidder and the Corporation

2) The Company agrees to deliver the goods and services as specified in the Tender within the stipulated period prescribed at the cost given in **Commercial Bid**. This cost is firm and not subject to enhancement.

3) The Company having represented to the Corporation that it has the required professional skills and personnel and technical resources, has agreed to provide the equipment, services on the terms and conditions set forth in this Contract;

4) **NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:**

- a) In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the RFP.
- b) The following documents in relation with Request for Proposal issued for selection of Implementation Partner shall be deemed to form and be read and construed as part of this Agreement viz.:
 - i. Invitation for Bids
 - ii. Instructions to Bidders (ITB)
 - iii. General Contract Conditions (GCC)
 - iv. Scope of Work (SOW)
 - v. All Annexure, amendments, supplements, corrigendum or clarifications thereto
 - vi. Award of Contract.
- c) The contract shall begin from the date of signing of the contract, as and when the Project would be assigned to the Company.
- d) The mutual rights and obligations of the Corporation and the Company shall be as set forth in the Contract, in particular:
 - i. the Company shall carry out the delivery of smartphones and services in accordance with the provisions of the Contracts;
 - ii. the Company shall provide services in conformance to terms and conditions laid out in RFP and strictly avoid conflicts with other assignments/ jobs, downstream projects or their corporate interests and act without any consideration for future work; and
 - iii. The Corporation shall make payments to the Company in accordance with the provisions of the Contract.

In Witness whereof the parties hereto have signed on the day, month and year above written in the presence of

For and on behalf of Successful Bidder Name: Designation: 1) Witness 2) Witness	For and on behalf of the Corporation
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APPENDIX F: SMARTPHONE SPECIFICATION

S.N	Smartphone Specifications Required
1	RAM – 2 GB
2	Processor – 1.2 GHz
3	Display Size – 5 inches
4	Resolution of 1280*720
5	Battery – 2900 mAh
6	Rear Camera – 8 MP
7	Front Camera – 5 MP
8	Capacitive Touch Screen
9	Complied with all types of network such as 2G, 3G,4G/LTE, VoLTE
10	OS – Android Oreo 8.0 or above
11	ROM (Memory) – 16 GB Expandable to 128 GB or above
12	Power Adapter (110V-250V, 50 Hz)
13	Wi-Fi
14	Bluetooth
15	GPS
16	Head Phone with jack
17	USB Cable
18	Certification – BIS, RoHS and SAR compliant
19	Additional Language support – Gurmukhi and Hindi
20	Warranty – 1 year (from the date of successful handover of the smartphones to the beneficiaries)