

RFP NO: DGSE/ICT/2018-19/01

Punjab ICT Education Society (PICTES)

Request for Proposal (RFP)

Selection of System Integrator for Implementation of Digital Classroom project in Govt. Schools across the State of Punjab including

Supply, installation and maintenance of Projectors, Stick PC, Speakers, White boards

Under

“Information and Communication Technology (ICT) Education Project”

PUNJAB ICT EDUCATION SOCIETY
O/o Director General School Education

5th Floor, Vidya Bhawan, Block-E
Phase-8, S.A.S. Nagar (Mohali)
Contact No. – 0172-5212328, 5212311

Email: icttech@punjabeducation.gov.in

Contents

Document Control Sheet	6
Section 1	7
Invitation of Bid	7
1.1 Introduction.....	7
1.2 Invitation	7
Section 2: Instruction to Bidders and General Contract Conditions	8
2.1 Information & Instructions for e-Tendering	8
2.2 General Bid Conditions	8
2.3 Validity of Bids	10
2.4 Right to Terminate the Process	10
2.5 Deviations.....	10
2.6 Pre Bid Meeting & Clarifications.....	10
2.7 Clarification and Amendments of Bid Document.....	11
2.8 Cost of Tender Document	11
2.9 Earnest Money Deposit (EMD)	11
2.10 Preparation of Bid	12
2.11 Disqualifications	13
2.12 Eligibility Criteria	14
2.13 Submission of Bids	15
2.14 Bid Opening	15
2.15 Evaluation of Bids	15
2.15.1 Technical Bid	16
2.15.2 Demonstration of proposed solution & Submission of Sample Items –	16
2.15.3 Commercial Bid.....	16
2.16 Award of Contract	17
2.17 Signing of Contract	17
2.18 Contract Period	18
2.19 Delivery and Installation	18
2.20 Inspection / Benchmarking	19
2.21 Performance Bank Guarantee (PBG).....	19
2.22 Fraud and Corruption	20
2.23 Intellectual Property Rights	21
2.24 Standard of Performance	21
2.25 Terms and Conditions for Performance	21
2.26 Helpdesk	22
2.27 Service Level Agreement & Penalty	22
2.28 Liquidated Damages	23
2.29 Schedule of Payment.....	24

2.30	Taxes and Duties	24
2.31	Limitation of Liability	24
2.32	Use of Contract Documents and Information	25
2.33	Termination for Default	25
2.34	Termination for Insolvency	25
2.35	Termination for Convenience	25
2.36	No Claim Certificate	26
2.37	Suspension	26
2.38	SI Project Manager	26
2.39	Documents Prepared by the SI to be the Property of the Client	26
2.40	Confidentiality	26
2.41	Force Majeure	26
2.42	Governing Language	27
2.43	Price fall	27
2.44	Arbitration	28
2.45	Other Conditions	28
Section 3:	Scope of Work	29
3.1	Introduction	29
3.2	Scope of Work	29
3.3	Specifications and Quantity	31
	Annexure 'A' – Minimum Technical Specifications	32
	Performa 1	35
	Performa 2	38
	Performa 3	39
	Performa 4	41
	Performa 5	42
	Performa 6	43
	Performa 7	44
	Performa 8	44
	Performa 9	45
	Performa 10	46
	Performa 11	47
	Performa 12	48
	Performa 13	49

DEFINITIONS

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

Abbreviation	Definition/meaning
Request for proposal (RFP)/Tender	Tender floated by Client for maintenance & operation of Digital/Smart Classroom infrastructure in Govt. schools across the State of Punjab
Client/END customer or PICTES	Punjab ICT Education Society
Department or DSE	Department of School Education
Contract/Agreement/Contract Agreement	The agreement to be signed between the successful bidder and Punjab ICT Education Society.
The Term/ Contract Period” means three-year period of contract.	Three-year period of contract.
Bidder	Firm / company / business entity who submits bid in response to this tender.
SI	System Integrator with whom the client signs the agreement
OEM	Original Equipment Manufacturer
Tender evaluation committee/committee	Committee constituted by DSE and/or PICTES for evaluation of bids.
Acceptance certificate	Certificate on successful completion of acceptability test, receipt of deliverables etc., and after the client is satisfied with the working of the entire set up, the acceptance certificate will be issued. The date on which such certificate is signed shall be deemed to be the date of start of the contract.
IT infrastructure/ hardware items/ items/ equipments	The items as specified in Annexure A
State	State of Punjab
GCC	General Contract Conditions
Proposals or “Bids	Proposal or bid submitted by bidders in response to this tender issued by the Client for selection of SI.

INR	Currency in Indian Rupees.
SLA	Service Level Agreement
DEO	District Education Officer.
MAF	MAF
O&M	Comprehensive & on-site Operation and maintenance of all items of Digital/Smart classroom
Similar Works	Supply, Installation & Maintenance of IT equipments
e-tender portal/ website	https://eproc.punjab.gov.in
Last Three Financial Years	Last Three Financial Years

Document Control Sheet

S.No.	Particular	Details
1.	Document Reference Number	BID NO: DGSE/ICT/2017-18/01
2.	Start date & time of sale of tender (Only available in downloadable form at website mentioned)	Kindly refer e-tender portal- i.e https://eproc.punjab.gov.in
3.	Last Date and Time for submission of Queries	
4.	Date and Time for Pre-Bid Meeting	
5.	Last date and time for submission of bids	
6.	Date and time of opening of Pre-Qualification cum Technical bids	
7.	Date of Opening of Commercial bids	
8.	Address for Communication	
9.	Location of tender document	Tender document can be downloaded from the website https://eproc.punjab.gov.in & www.ssapunjab.org
10.	Cost of RFP document & Mode of Payment	Rs.5,000/- (Rs. Five Thousand Only) through online mode.
11.	Earnest Money Deposit (EMD)	Rs.2,00,00,000/- (Rs. Two crore Only)
12.	Contact details	E-mail: icttech@punjabeducation.gov.in
13.	Website for RFP Reference	https://eproc.punjab.gov.in and www.ssapunjab.org

Section 1

Invitation of Bid

1.1 Introduction

The Government of Punjab in the Department of School Education has launched Information and Communication Technology (ICT) project for computer education in Government Schools across the State for the students of class 6th to class 12th. The State has implementing ICT project since the year 2004 and 6481 schools have been covered in phased manner.

- In phase I, 1311 Government schools were covered.
- In phase II, 1573 Government schools were covered.
- In Phase III, 2081 Government schools were covered.
- In Phase IV, 451 Government schools were covered.
- In Phase V, 1065 Government & Government Aided Schools were covered.

The entire IT Infrastructure including Personal Computers, UPS's, printers, networking of computer lab and system software has been taken on five year Lease, Maintain & Transfer (LMT) basis. After five years, ownership of complete infrastructure would be transferred to the Department of School Education.

1.2 Invitation

- a) PICTES through this RFP invites responses ("Tenders") from eligible and reputed System Integrators ("Bidders") for the supply, installation and maintenance of IT equipment and peripheral for Digital/Smart Classrooms Project in Govt. Schools across the State of Punjab as described in the Scope of Work of this RFP Document.
- b) This invitation to bid is open to all Bidders meeting the eligibility criteria as mentioned in this RFP Document.
- c) PICTES reserves the right to extend "The Term" for a period or periods to be mutually decided by the parties, such extension or extensions will be on the same terms and conditions of the RFP.
- d) Proposals must be received not later than time and date mentioned in the Document Control Sheet. Proposals will not be accepted by the system after due date/ time.
- e) The tender document is available on the Portal from start date till last date for issue of the tender document as prescribed in Document control sheet. Bidders may please note that bid document cost is to be paid online. Subsequently, bidders will be required to pay the processing fee and EMD before submitting their proposal.

- f) PICTES, at its discretion may extend the date for submission of Bids. In such a case all rights and obligations of the Society 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 & www.ssapunjab.org portal.
- g) Cover bids are not permitted.

Section 2: Instruction to Bidders and General Contract Conditions

2.1 Information & Instructions for e-Tendering

- a) Bidders shall submit their bids online through the portal only. Bids will not be accepted by any other mode. Interested bidders can purchase the tender document online from website.
- b) For participation in this tender, prospective bidders are required to ensure their registration on the e-tendering portal i.e (<https://eproc.punjab.gov.in>).. The intending bidder will require valid digital signature certificates for submitting their bids. (Bidders may avail training for online tendering as per instructions available on the website). For any clarification/difficulty regarding e-tendering process, please contact on 0172-2791326, 0172-2791226.
- c) Documents must be scanned and uploaded to the e-tendering website within the period of tender submission. Bidders / Contractors shall attach scanned copies of all the papers, i.e. Earnest Money deposited, Tender Form Cost, Processing Fee & the certificates as required in Eligibility criteria.
- d) The bidders are hereby informed not to close/suspend their Bank Accounts, from which the EMD/Tender Fee/Processing Fee is being paid for respective Tender. In case of any refund issue relating to the respective tender, the Department would not be liable or responsible in anyway.
- e) The bidders using Net Banking Service of banks other than SBI are advised to submit their EMD and other fees (if any) in advance at least (3) three working days prior to the last date of submission of the Bid.
- f) Corrigendum / Addendum / Corrections, if any will be published on the website only.
- g) If the date of opening of tender happens to be a holiday then the tender will be opened on the next working day at same time
- h) 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 General Bid Conditions

- a) This invitation to the Bidders is for selecting the System Integrator for implementation of Digital/Smart Classroom Project including Supply, Installation, and Operation & Maintenance of IT equipments for 3 years.

- b) Bidders are advised to study the Tender Document carefully. Submission of Tender shall be deemed to have been done after careful study and examination of the Tender Document with full understanding of its implications.
- c) Bid document prepared in accordance with all the conditions laid down should be submitted online not later than the date and time at the website <https://eproc.punjab.gov.in>.
- d) The Bidder must furnish Earnest Money Deposit (EMD) as mentioned in Document Control Sheet. 25% of EMD Cost shall be submitted through e-payment mode and remaining 75% may be in the form of Bank Guarantee from any commercial bank duly signed (Proof shall be uploaded along with prequalification bid documents) and original will be submitted at the time of opening of Pre-Qualification bid. The EMD in form of BG should remain valid for a period of 90 days beyond the final tender validity period.
- e) This Tender document is not transferable. Only bidder, in whose name this tender document has been purchased shall submit the bid.
- f) PICTES reserves the right to reject or accept or withdraw the tender in full or part without assigning any reasons thereof and revising quantity as per requirement of department. No dispute of any kind can be raised against the rights of PICTES in any court of law or elsewhere. The bidder will accept all conditions of the Bid Document unconditionally or depending upon the decisions of the Tender Evaluation committee. Conditional bid shall be rejected straight way.
- g) Tender Evaluation Committee reserves the right not to accept the Lower Price bid without assigning any reason whatsoever and the bidder will not challenge such decision on any forum what so sever.
- h) PICTES shall not entertain any correspondence with any bidder in relation to the acceptance or rejection of any proposal.
- i) PICTES may, at its own discretion, extend the date for submission of bids. In such a case all rights and obligations of the Society and bidders previously fixed deadline shall deemed to be the extended with same terms & conditions applicable.
- j) This Tender Document does not constitute an offer by PICTES. The bidder's participation in this process may result in PICTES selecting the bidder to engage towards execution of the contract.
- k) PICTES reserves the right to increase/decrease the quantity of hardware/no. of schools or cancel the whole contract at any time during the contract period. The SI shall have no right to challenge such decision on any forum/court what so sever.
- l) PICTES also reserves the right to increase (maximum 10%) or decrease (maximum 30%) the quantity of the equipment at the any time during the installation period.

- m) The Lowest price of items arrived through this tender will be used as a rate contract for further purchase, if any.
- n) Bidders are advised to check e-tendering portal regularly for any Addendum / Corrigendum / Amendments related to project.

2.3 Validity of Bids

- a) Bids shall remain valid for a period of 180 (One Hundred and Eighty) days (including holidays) from the date of opening of Commercial Bid. The PICTES reserves right to reject a bid valid for a shorter period as non- responsive and invalid.
- b) Prior to the expiration of the validity period, PICTES will notify the successful bidder in writing or by fax or email, that its bid has been accepted. In case the tendering process is not completed within the stipulated period, PICTES can request the bidders to extend the validity period of the bid. The request and the response thereto shall be made in writing. Extension of validity period by the bidder shall be unconditional. A bidder granting the request will not be permitted to modify its Bid.

2.4 Right to Terminate the Process

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

2.5 Deviations

Bids submitted with any deviations to the contents of the Tender Document will be considered as non-responsive/invalid & liable to be rejected. No deviation(s) / assumption(s) / recommendation(s) or alteration shall be allowed with the bid. Bidders must ensure that pre-bid meeting is attended by their concerned authorized persons so that all clarifications and assumptions are clarified before bid submission

2.6 Pre Bid Meeting & Clarifications

- a) PICTES shall convene a pre-bid meeting as prescribed in document control sheet to address any Tender Document related queries.
- b) The bidders should send their queries through email id "icttech@punjabeducation.gov.in" before the date as prescribed in document control sheet.
- c) The prospective bidder or its official representative/s (maximum 2) is/are invited to attend the pre- bid meeting.
- d) The queries shall be accepted only in the following format:

S.No	Tender Document Reference (Section & Page No.)	Content of Tender Document requiring clarification	Points of Clarification
1.			
2.			

- e) Any requests for clarifications post the indicated date and time shall not be entertained by the PICTES.
- f) PICTES shall endeavour to upload the queries and response on e-tender portal. However, PICTES reserve the right not to respond any question or provide any clarification, in its sole discretion. Nothing in this clause shall be taken or read as compelling or requiring PICTES to respond to any query/clarification of any bidder.

2.7 Clarification and Amendments of Bid Document

- a) At any time up to the last date for receipt of bids, PICTES may for any reason, whether at his own initiative or in response to a clarification requested by a prospective Bidder, modify the Bid Document by an amendment/necessary submission.
- b) The amendment will be notified through the website and no separate communication either in writing or through email will be made with any bidder. All addendum thus issued shall be deemed to be part of the RFP.
- c) In order to afford prospective Bidders reasonable time or otherwise for any other reason, in which to take the amendment into account in preparing their bids, the Client may, at his discretion, extend the last date for the receipt of Bids.
- d) Any verbal clarification/information given by any employee of PICTES shall not be binding on PICTES.

2.8 Cost of Tender Document

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

2.9 Earnest Money Deposit (EMD)

- a) The bidder shall furnish, as part of the Pre-qualification Bid cum Technical bid, an Earnest Money Deposit (EMD) as mentioned in document control sheet.

- b) The EMD shall be in Indian Rupees and 25% of EMD Cost shall be submitted through e-payment mode and remaining 75% may be in the form of Bank Guarantee from any commercial bank duly signed (Proof shall be uploaded along with prequalification bid documents) and original will be submitted at the time of opening of Pre-Qualification bid. The EMD in form of BG should remain valid for a period of 90 days beyond the final tender validity. Tender without requisite EMD shall be rejected straight way.
- c) EMD of all unsuccessful bidders would be released by PICTES after award of contract to the successful bidder. EMD of the successful bidder will be released after the submission of Performance Bank Guarantee (PBG) & signing of Contract.
- d) The EMD amount is interest free and will be refundable to the unsuccessful bidders without any accrued interest on it.
- e) The EMD lying with the PICTES in respect of other tender/ Tender Document/ RFP/ Expression of Interest etc. awaiting approval or rejected or on account of contracts being completed, will not be adjusted towards EMD for this Tender Document.
- f) The Earnest Money will be forfeited on account of any of the following reason:-
 - i. Bidder withdraws its Bid during the validity period specified in Tender Document.
 - ii. Bidder does not respond to requests for clarification of its bid.
 - iii. Bidder fails to provide required information during the evaluation process or is found to be non-responsive.
 - iv. In case of a successful bidder, the said bidder fails to sign the Agreement in time; or furnish Performance Bank Guarantee.

2.10 Preparation of Bid

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

- a) The Bidder is expected & deemed to have carefully examined all the instructions, guidelines, forms, requirements, appendices and other information along with all terms and condition and other formats of the bid. Failure to furnish all the necessary information as required by the bid or submission of a proposal not substantially responsive to all the requirements of the bid shall be at Bidder's own risk and may be liable for rejection.
- b) The Bid and all associated correspondence shall be written in English and shall conform to prescribed formats. If any supporting documents submitted are in any language other than English, translation of the same in English language is to be duly attested by the Bidders. Any interlineations, erasures or over writings shall be valid only if they are authenticated by the authorized person signing the Bid.

- c) The bid shall be signed by the bidder or duly authorized person(s) to bind the bidder to the contract. The authorization shall be indicated by written power of attorney/Board resolution and shall accompany the Bid.
- d) No bidder shall be allowed to modify, substitute, or withdraw the Bid after its submission.
- e) The bidder shall be responsible for all costs incurred in connection with participation in the Bid process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of bid, in providing any additional information required by PICTES to facilitate the evaluation process, in negotiating a definitive SI and all such activities related to the bid process. PICTES will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- f) Every page of the documents submitted by the bidder must be duly signed by the authorized signatory of the bidder along with the Organization seal.
- g) Bid document must contain an Index Page and each page of the bid document must be serially numbered and in accordance with the index page. The page-numbering pattern should have "Serial Number/Total Number of the Bid Document e.g. 1/100)". No page should be left without page number and signature.
- h) Failure to comply with the below requirements shall lead to the Bid Rejection and decision of tender committee shall be final:-
 - Comply with all requirements as set out within this tender.
 - Submit the forms and other particulars as specified in this tender and respond to each element in the order as set out in this tender.
 - Include all supporting documentations specified in this tender, corrigendum or any addendum issued.

2.11 Disqualifications

PICTES may at its sole discretion and at any time during the evaluation of Bid, disqualify any Bidder, if the Bidder has:

- a) Made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements;
- b) Exhibited a record of poor performance such as abandoning works, not properly completing the contractual obligations, inordinately delaying completion or financial failures, etc. in any project in the preceding three years; Pertaining to this organization or any other organization(s).
- c) Submitted a bid that is not accompanied by required documentation or is non-responsive;
- d) Failed to provide clarifications related thereto, when sought;
- e) Submitted more than one Bid (directly/in-directly);

- f) Declared ineligible by the Government of India, any State/UT Government for corrupt and fraudulent practices or blacklisted.
- g) Submitted a bid with price adjustment/variation provision.
- h) Not submitted in the format as specified in the Tender Document.
- i) Not submitted the Letter of Authorization (Power of Attorney/Board Resolution)
- j) Suppressed any details related to bid
- k) Submitted incomplete information, subjective, conditional offers and partial Offers submitted.
- l) Submitted bid with lesser validity period than prescribed.
- m) Any non-adherence/ non-compliance to applicable Tender Document content.

2.12 Eligibility Criteria

S.No	Requirement
1	Bidder should be registered either <ul style="list-style-type: none"> • Under Companies Act 2013 or Companies Act, 1956 OR • Partnership firms registered under Limited Liability Partnerships (registered under LLP Act, 2008) OR • Partnership firms registered under Indian Partnership Act, 1932
2	The Bidder should be ISO 9001:2008 or ISO 9001:2015 certified, which should be valid for the whole contract period.
3	The bidder must have an average annual turnover of Rs. 25 crore for last 3 financial years as on 31/03/2018 from supply, installation & maintenance services of IT hardware products.
4	The Bidder must have executed at least one similar project worth Rs. 10 crore or two projects worth Rs. 5 Cr each in Govt. Sector/ PSUs/ Banks in the last three financial years as on 31 March 2018. Please attach purchase order/ supply order copies along with installation report/completion certificate of these orders duly signed by concerned department.
5	The average turnover of OEM of quoted products – Projectors & Stick/Mini PC, must be Rs. 1000 crore &Rs. 800 crore respectively in last three financial years as on 31/03/2018.
6	The OEM Manufacturer must have valid ISO 9001:2008 or ISO 9001:2015 certificate.
7	The Bidder shall not be under a declaration of ineligibility for corrupt or fraudulent practices and should not be blacklisted by any State Govt. / Central Govt. / PSU for any reason.

8	The Bidder should have a fully functional office in Mohali. If not, the selected bidder shall open its office within one month from the award of contract.
9	The Bidder must have valid PAN & GST issued by Income Tax Authorities, India.
10	The bidder must submit MAF certificate from the all OEMs with an undertaking for service support of 5 years for their product as per RFP.

2.13 Submission of Bids

Bidders shall submit their bids as per checklist specified in **Performa 1 & 2** through e-Tendering website on or before the last date and time for submission of bids as per Document control sheet. Bids are to be submitted online and in two parts:

- (i) Technical Bid
- (ii) Commercial Bid

2.14 Bid Opening

- a) The Bids submitted will be opened at time & date as specified in the document control sheet by Committee or any other officer authorized by Committee, in the presence of Bidders or their representatives who may be present at the time of opening.
- b) The representatives of the bidders are advised to carry the identity card or a letter of authority from the bidders to as a proof of their identify for attending the bid opening.

2.15 Evaluation of Bids

Bids will be opened as per the schedule mentioned at Document Control Sheet. Evaluation Committee will evaluate the Proposals submitted by Bidders for a detailed scrutiny. Subject to terms mentioned in the tender, a two-stage process, as explained below, will be adopted for evaluation of proposals submitted by the specified date and time. Evaluation Committee may, at its discretion, call for additional information from the bidder(s) at any stage of evaluation. Such information has to be supplied within the set out time frame, otherwise Evaluation Committee is at a discretion to reject/ accept/ extend the date for receiving such information. Seeking clarifications cannot be treated as acceptance of the proposal. Evaluation committee may waive any minor informality, non-conformity or irregularity in bid which does not constitute material deviation, provided such waiver does not affect the relative ranking of bidder.

2.15.1 Technical Bid

- a) Bidders shall submit the Technical Bid as per bid formats **(Performa 1)**.
- b) 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 or not any computational errors have been made. Proposals not conforming to such preliminary requirements are subject to being rejected.
Technical documents: Bid would be examined by the Tender Committee on the basis of responsiveness to documents (like product literature, Compliance sheets, Data sheets, any other information) submitted as part of the technical bid.
- c) Conformance to eligibility criteria: Proposal responses conforming to preliminary scrutiny requirements will be checked for conformance to the eligibility criteria & compliance to technical specifications and certifications submitted by bidders as stated above and Non-conforming proposals will be rejected.
- d) Bidders shall ensure that only one make / brand is to be quoted for each items as per **Performa 12**. In case any of the items of the list is found quoted with more than one brand, the bid shall be out rightly rejected. Also word such as equivalent / reputed make / not applicable etc. will lead to rejection of bid. Only those bidders shall qualify technical bid who comply with all the technical specifications mentioned in **Annexure A**.
- e) Bidders may be asked to provide a presentation on their organization's capabilities to execute the project.
- f) Technical bids will be opened on the prescribed date and time.

2.15.2 Demonstration of proposed solution & Submission of Sample Items –

- a) The bidder shall submit one samples of the quoted product at PICTES office, Mohali at the time of opening of Technical bid.
- b) After technical evaluation, bidders are required to demonstrate of proposed solution on date & time decided by the PICTES.
- c) The sample items of unsuccessful bidder shall be returned after the opening of commercial bid.
- d) The samples submitted by successful bidder shall not be returned and these items will be considered as free of cost samples.

2.15.3 Commercial Bid

- a) Commercial Bids of only those Bidders will be opened who qualify the technical bid
- b) Bidders shall submit the commercial bid as per bid formats **(Performa 2)**

- c) If there is no price quoted for certain material or service, the bid shall be declared as disqualified.
- d) The prices shall be in Indian Rupees (F.O.R destination) and should be all inclusive of Taxes, GST, duties Transportation, Transit Insurance, Out of Pocket Expenses (OPE) and license fees.
- e) The prices will be valid for 180 days (inclusive of holidays) from the date of issue of work order. The bidder shall be required to provide service and support services for additional units at the specified Schools/ locations
- f) Prices quoted by bidder shall be fixed during bidder's performance of the contract, but will be subject to variation as mentioned in clause 2.43. A bid submitted with adjustable price quotation shall be treated as non-responsive and hence will be rejected.
- g) If there is discrepancy in the unit price and the total price, which is obtained by multiplying the unit price with quantity, the unit price shall prevail and the total price shall be corrected unless it is a lower figure. Moreover, if there is any discrepancy between words and figures, the amount in words will prevail.
- h) 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.
- i) Commercial/Price bid will be evaluated on total commercial bid value for selecting L-1 bidder.
- j) Least cost commercial proposal will be designated as L1. In case, there are two or more bidders having the same 'L1' price in the Commercial bid then those bidders having same L1 will be asked to re-submit commercial bid in sealed envelope within specified time period, which shall be communicated to bidders.

2.16 Award of Contract

- a) PICTES will issue LOI (Letter of Intent) to L1 bidder in writing. The L1 bidder shall submit acceptance to the society within 7 days of the issue of LOI.
- b) PICTES reserves the right to re-tender in case the L1 bidder is unable to accept the order due to unsuccessful pre-delivery inspection of the items to be supplied. In such case, the EMD and PBG of the L1 bidder are liable to be forfeited.
- c) Wilful violation of the bid process by the selected bidder shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security (EMD), in which event the client may choose to award the work to another bidder or call for fresh bids. In such a scenario PICTES may blacklist the concerned bidder for participation in State government projects.

2.17 Signing of Contract

The successful bidder(s) will sign the Contract with PICTES within 7 days of the release of Letter of Intent (LOI) and submission of PBG. After signing of the Contract, no variation in or modification of the term of the Contract shall

be made except by mutual written amendment signed by both the parties (i.e. PICTES & SI).

2.18 Contract Period

The total final contract period shall be for three (3) years from date of final acceptance certificate given by PICTES after successful installation & commissioning of hardware at all Digital/Smart classrooms. The starting date of the contract will be the same as on which the PICTES gives acceptance certificate after successful installation & commissioning of hardware at all Digital/Smart classrooms

2.19 Delivery and Installation

- a) All items shall be delivered, installed & commissioned successfully at nominated locations is as given below from the date of signing of agreement:-

No. of days from the date of signing of agreement	No. of Smart Classrooms shall be installed & commissioned	Penalty in case of delay
1-22	No condition	-
23-29	1500	As per clause no. 2.28 (Liquidated damages)
30-36	1500	
37-43	1500	
44-50	1500	
51-57	1500	
58-64	1500	
65-71	1500	
72-78	1500	
79-86	1500	
87-93	1500	
94-100	1500	
101-107	1500	
108-114	1500	
115-123	1819	
Total	21319	

- b) The bidder will test all hardware operations and accomplish all adjustments for successful and continuous operation of equipment.
- c) Defective/ Partial/ Incomplete items will be treated as undelivered items.
- d) If there is delay in delivery due to any kind of inadequacy on part of bidder, penalty may be imposed on bidder as defined in **liquidated damages clause at 2.28.**

- e) Upon successful delivery, installation & commissioning of all items / equipments at user site, the bidder shall submit following documents :
 - (i) Two copies of bidder invoice showing items description, quantity, unit price and total amount.
 - (ii) Installation report of all items duly signed & stamped by respective head of the school as well as by concerned District Education officer (S.E) of the Department where the equipment is delivered and installed, specifying the date of installation as a proof of completion.
 - (iii) School wise Serial Numbers of IT equipment delivered.
 - (iv) One copy of installation report of items duly signed and stamped by respective head of schools should be submitted in the concerned District Education Officer (S.E) office.
- f) PICTES shall not be responsible for any postal delays about non-receipt/ non-delivery of the documents.
- g) The date of start of the contract (3 years) will be same on which PICTES will issue acceptance after successful delivery, installation & commissioning of all hardware items in all digital/smart classrooms as per clause 2.18.

2.20 Inspection / Benchmarking

Pre-Delivery- PICTES or its nominated agency will carry out pre-dispatch inspection of all the equipments at factory/storage on a sample basis. Bidder shall inform their readiness for the inspection at least 7 days in advance. Inspection of the equipments to be supplied will be carried out at Bidder's factory/site located in India only. The costs of inspection such as travel, lodging and boarding of the PICTES's Staff / Agency should be borne by the vendor. The team will generally consist of up to five (5) officials.

Post Delivery- PICTES will also carry out inspection/benchmarking of installed hardware in schools on random basis at anytime & any number of machines during the contract period of three years.

2.21 Performance Bank Guarantee (PBG)

- a) The successful bidder will furnish Performance Bank Guarantee in accordance with the conditions of contract within 15 working days from the notification of award i.e LOI, for a value equivalent to 10% of the total cost of Contract.
- b) PBG shall remain valid for a period of one hundred eighty (180) days beyond the date of completion of all contractual obligations of the successful bidder including warranty obligations.
- c) The successful bidder will be responsible for extending the validity date and claim period of the PBG as and when it is due on account of non-completion of the project. In case the successful bidder fails to submit performance

guarantee within the time stipulated, the PICTES at its discretion, may cancel the award of contract to the successful bidder without giving any notice.

- d) PICTES shall forfeit the PBG in the following cases:
- When the terms and conditions of contract are breached/ infringed
 - When contract is terminated due to non-performance of the Service provider
 - Notice of reasonable time will be given in case of forfeiture of PBG. The decision of PICTES in this regard shall be final.

2.22 Fraud and Corruption

- a) All the Bidders must observe the highest standards of ethics during the process of selection of project Service provider and during the performance and execution of contract.
- b) For this purpose, definitions of the terms are set forth as follows:
- "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of the PICTES or its personnel in contract executions.
 - "Fraudulent practice" means a misrepresentation of facts, in order to influence a selection process or the execution of a contract, and includes collusive practice among bidders (prior to or after Bid submission) designed to establish Bid prices at artificially high or non competitive levels and to deprive the PICTES of the benefits of free and open competition.
 - "Unfair trade practice" means supply of services different from What is ordered on, or change in the Scope of Work given in Tender Document.
 - "Coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or execution of contract.
- c) PICTES will reject a bid for award, if it determines that the Bidder recommended for award, has been determined to having been engaged in corrupt, fraudulent or unfair trade practices, PICTES will declare a bidder ineligible, either indefinitely or for a stated period of time, for award of contract, if bidder is found to be engaged in corrupt, fraudulent and unfair trade practice in competing for, or in executing, the contract at any point of time.
- d) The Bidder will not engage or retain any Service provider/individual to facilitate or lobby for award of contract. Canvassing by its agent(s) for getting the contract awarded will be construed as **corrupt practice**.

2.23 Intellectual Property Rights

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

2.24 Standard of Performance

- a) System integrator (SI) shall carry out the O&M services under the contract with due diligence, efficiency in accordance with generally accepted norms techniques and practices used in the industry.
- b) It shall employ appropriate advanced technology and safe and effective equipment, machinery, material and methods. SI shall always act in respect of any matter relating to this contract, as faithful advisors to the client and shall, at all times, support and safeguard the clients legitimate interests in any dealings with the third party.

2.25 Terms and Conditions for Performance

- a) Bidder shall be responsible for comprehensive & on-site operation & maintenance of all equipments under the contract, for a period of 3 years. On-site comprehensive maintenance will include whole of the infrastructure viz. Hardware, system software, and installation (excluding nothing) etc. during 3-year contract period.
- b) SI must provide maintenance services from reasonable distance from Government School.
- c) SI will hand over all the equipment's in working order to the new Service provider/school within one month after the expiry of contract. A certificate to this effect is required to be obtained by the SI from the new service provider/school and to be produced along with the final claim/release of PBG of the contract.
- d) The equipment parts replaced (beyond repair) must be new and equivalent or higher in performance of existing parts, failing which penalties will be levied as per SLA. Replacement of defective parts with sub standard or refurbished parts will not be allowed.
- e) If any equipment/parts damaged for any reason during the contract period, the SI is liable to replace the same with the same or higher configuration with no extra cost. The downtime due to such components would be taken into account for calculation of SLA. All breakdown calls in Hardware/Software

- installed in labs are to be resolved by SI irrespective of reason of fault i.e. Physical & Electrical damage.
- f) SI would have to install and maintain any system software products procured by the society during the contract period of three years.
 - g) SI must maintain the equipment for smooth operations during the contract of three (3) years as per the service level agreement (SLA).
 - h) The services shall be provided Mondays to Saturdays on working hours of the Government Schools.
 - i) In case of default, the client has the right to arrange such task of maintenance/support at the risk and cost of SI, from any other source and shall be deducted from his next lease/contract payment.
 - j) In case the equipment is damaged due to negligence on part of SI while conducting repairs or its maintenance/ performing his duty under the award of contract, then it would be the responsibility of the SI to replace the equipment without any additional costs within such period and in such manner that it would not affect the functioning of the School.
 - k) Client at his own cost can move the equipment from one location to another with the help of SI. PICTES shall bear all the charges for such shifting and the SI should be responsible for reinstallation of hardware.
 - l) SI should provide the details of support centres, engineers and other relevant of service facilities to the users at various levels.
 - m) SI must keep spare parts with same or better specifications till the time the original part/component is repaired or replaced. The faulty parts arising out of replacements shall be the SI's property.
 - n) In case of failure on part of the SI with regard to such services, bank guarantee if any will be forfeited. The SI shall be given maximum of two opportunities of 30 days each to improve his service level and meet the obligations as per the contract.
 - o) SI shall arrange all infrastructure/additional equipment in order to provide any service under the contract.
 - p) SI will not remove the equipment without the written permission of the Principal or Headmaster of the School.

2.26 Helpdesk

PICTES will provide a web portal having all functionalities like call logging, call close, all type of reports, calculation of penalty etc.

2.27 Service Level Agreement & Penalty

- a) All below penalties shall be levied on the selected Bidder for any failure happened on selected bidder part in any of the agreed terms & Condition. If at any stage of the contract department finds that the services of the bidder are not upto the mark or as per the terms & conditions of the agreement,

department reserve the right to cancel the contract or/and forfeiture of earnest money/ Performance Bank Guarantee or/and blacklisting the selected bidder from any subsequent bidding participation in the Department of Education, Government of Punjab.

- **Installation:** In case of delay, the SI will be liable to pay penalty and **liquidated damages as per para 2.28 below.**
- **Operation & Maintenance:** - To be calculated as given below:-

Item	Time for closing calls	Penalty per day for delayed service
All items including installation	3 working days	Rs. 100/-

*The time of delay/ default for determination of penalty will be calculated from the time of lodgment of complaint at the online portal/dedicated toll free number/e-mail/ fax/online.

- PICTES 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 bidder. The vendor will also have a choice of depositing the amount due towards him on account of penalties by cash / cheque / draft / OTC / NEFT in favor of PICTES in which case penalties shall not be recovered by any other means.
- Any penalty due during contract period will be adjusted against the half yearly payments. In case, the penalty is more than the half yearly payment, the penalty needs to be deposited by SI within 21 days of date of intimation of the penalty
- Hiding of facts, misrepresentation, corrupt practices by the Bidder if revealed at any stage, would amount to forfeiture of EMD/ bank guarantee and subsequently the firm may also be blacklisted.

2.28 Liquidated Damages

For Delay - In the event of delay in the supply and installation, specified above, the bidder shall be liable to pay a penalty @ Rs. 500/ per classroom per day for the delay in installation and commissioning. For the purpose of this clause, part of a week shall be considered a full week.

After a period of 4 weeks, liquidated damages will be charged as per the following:-

- Notwithstanding the PICTES right to cancel the order, penalty for late delivery @0.1%of the total contract value will be charged for per school

per week (or part of a week) delay in the specified delivery schedule subject to a maximum of 10% (Ten percent) of the order value which may further lead to termination of contract after 8 weeks & liquidating of PBG. The PICTES can go for re-tendering at risk & cost of defaulting party. The penalty so calculated shall be deducted from the payment to be made to the vendor or may be recovered from PBG.

2.29 Schedule of Payment

- a) 90% amount of bill submitted will be made on pro-rata basis after the successful delivery, installation, commissioning of every 1500 digital/smart classrooms. Payment will be released within one month from the submission of bill and other required documents. However, date of start of contract will be as per **clause no. 2.18**.
- b) The remaining 10% of total contract value will be released in 3 yearly installments during the contract period as given below:-
 - 3% of total contract value at the end of 1st year.
 - 3% of total contract value at the end of 2nd year.
 - 4% of total contract value at the end of 3rd year.
- c) The first yearly payment would be due after twelve months from the date of start of contract. Subsequent installments will be released after every 12 months from the date previous installment was due
- d) Any payments shall be made as per actual on pro-rata basis after adjusting penalties (if any) as applicable. Penalty for not meeting SLA requirements during contract period may be recovered from Performance Bank Guarantee (PBG) as and when required.

2.30 Taxes and Duties

The bidder shall be entirely responsible for all taxes including GST, service tax, entry tax, duties, and license fees etc. In the event of any increase or decrease in GST due to any statutory notification(s) at the time of first invoice/bill, the consequential effect shall be to the client/PICTES. All the billing under this contract shall be made only from the SI's Mohali office only (i.e Bidder shall be required to submit the bill with GST number of State of Punjab only).

2.31 Limitation of Liability

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

2.32 Use of Contract Documents and Information

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

2.33 Termination for Default

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

- The SI fails to deliver any or all of the obligations within the time period(s) specified in the contract or any extension thereof granted by the client.
- The SI fails to perform any other obligation(s) under the Contract.
- Penalty for non-achievement of Service Level requirement reaches upto 20 % of six monthly payments in successive two payments.
- The SI shall be given maximum of two opportunities of 30 days each to improve his service level and meet the Obligations as per the contract.

2.34 Termination for Insolvency

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

2.35 Termination for Convenience

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

2.36 No Claim Certificate

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

2.37 Suspension

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

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

2.38 SI Project Manager

The SI shall ensure that all the time during the contract period, dedicated Project Manager with related experience, acceptable to the client, shall take charge of the performance of the contract. Qualification: - MBA or equivalent with 3 years experience in similar project.

2.39 Documents Prepared by the SI to be the Property of the Client

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

2.40 Confidentiality

The SI and its personnel shall not, either during the term of this contract, disclose any proprietary or confidential information relating to the Services, contract or the client’s business or operations without the prior written consent of the client.

2.41 Force Majeure

- a) Notwithstanding the provisions of the tender, the SI shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, it’s delay in performance or other failure to perform its obligations under the contract is the result of an event of Force

Majeure.

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

2.42 Governing Language

The contract shall be written in the language of the bid, as specified by the client, in the instructions to the tenders that language version of the contract shall govern its interpretation. All correspondence and other documents pertaining to the contract, which the parties exchange, shall be written in the same language.

2.43 Price fall

- a) The bidder shall submit an undertaking that the prices charged for the items/ Services supplied under the contract by the bidder shall in no event exceed the lowest price at which the bidder sells the items or offers to sell items of identical description to any Department of the Central or State Government or any Statutory undertaking of the central or State Government, as the case may be, during the currency of the contract.
- b) If, at any time during “the term” the bidder reduces the sale price, sells, or offers to sell such items to any person/organization including the purchaser or any Department of State or Central Government or any statutory Undertaking of the Central or State Government as the case may be, at a price lower than the price chargeable under the contract, the Bidder shall forthwith notify such reduction, or sale or offer to sell to the purchaser and the price payable under the contract for the supply of material after the date of coming into force of such reduction or sale or offer to sell shall stand correspondingly reduced in case of a subsequent reorder of the product.

2.44 Arbitration

In case of dispute arising out of this agreement, Director General School Education shall nominate the arbitrator to settle the dispute arising out of this contract, whose decision shall be final and binding on both the parties. The cost of such arbitration shall be borne by the HMSP.

2.45 Other Conditions

- a) The client reserves the right to carry out the capability assessment of the bidders and the client's decision shall be final in this regard.
- b) The SI shall be responsible for managing the activities of his personnel, and shall hold itself responsible for any misdemeanors.
- c) The SI may deliver the services through first level sub contracting to his Authorized Service Provider specialized in case of UPS, Printer, Monitor. However, the SI shall be responsible for the performance of the resources deployed under this contract.
- d) All disputes, differences, claims and demands arising under or pursuant to or touching the contract shall be referred to the arbitrator(s) as per the provisions of the Arbitration Act. Such arbitration shall be held at Chandigarh/Mohali.
- e) In all matters and disputes arising there under, the appropriate Courts at Chandigarh/Mohali alone shall have jurisdiction to entertain and try them.
- f) The SI shall provide training on appropriate aspects wherever desirable that client feels necessary to such persons as nominated by the client, wherever required.
- g) Sufficient quantity of hardware has to be stocked which must include items for replacement in theft cases, hardware parts & peripherals to avoid delay in transporting from the manufacturers.
- h) Quote should be F.O.R destination. The list of all Government schools may be downloaded from our website i.e www.ssapunjab.org.

Section 3: Scope of Work

3.1 Introduction

Punjab ICT Education Society under Department of School Education of Government of Punjab is currently implementing ICT Project in Government Schools since 2004-05. The Main aim of the ICT Project is to impart computer education to all the students of class VI to XII. Now, the State needs to induct of digital education in all government schools to make teaching – learning process interesting, and it is expected that the problem of falling enrolments in govt. schools would also be addressed particularly at the primary stage of schooling.

3.2 Scope of Work

Punjab ICT Education Society intends to establish 21000 Digital/Smart classrooms in 5371 Govt. Schools across the State to enhance the teaching learning process with the help of IT infrastructure like Projector, Stick/mini PC, speakers & white board. It aims to integrate the latest teaching techniques to make learning more attractive and joyful

The main objectives of the project are:

- Use digital technology to improve access to quality school education;
- Develop digital tools for teaching and learning in schools education; and
- Enriching existing curriculum and pedagogy at different levels by employing available technologies.

Infrastructure in each Digital/smart classroom:-

- **1 Projector**
- **1 Stick/Mini PC**
- **1 white board**
- **Speakers**

Accordingly, online bids are invited from the reputed National and/ or International Companies for supply, installation and maintenance of IT infrastructure for Digital/Smart Classroom in 5371-selected Government schools.

System Integrator (SI) would be responsible for carrying out the following tasks during the contract period of three years as per the terms & conditions of the RFP:

- a) Supply, installation, repair and maintenance, trouble-shooting of following Information Technology (IT) infrastructure of Digital/Smart classroom project

at respective locations as per the detailed technical specifications given in **Annexure 'A' (Numbers may vary):**

School Category	No. of Schools	No. of Smart Classrooms in each School	Total No. of Classrooms
Primary Schools	3000	2	6000
High Schools	639	5	3195
Senior Secondary Schools	1732	7	12124
Total	5371		21319

Sr. No.	Item Description	Total Quantity
1.	Projectors	21319
2.	Stick/Mini PC	21319
3.	Speakers	21319
4.	White Board	21319

- b) SI will have to install Projector on ceiling and provide all necessary cable, electrical fitting, sockets & other accessories of ISI standard for mounting the projector.
- c) SI will have to install white board & speakers on walls. Speaker's position should be in a such manner that all students in class will able to hear the good & clear voice of e-content.
- d) Keep the infrastructure including Hardware, software in running condition as per SLA.
- e) Comprehensive onsite Operations and Maintenance (O & M) of all hardware and system/application software products as per the term & conditions of the RFP.
- f) Keeping stock of required spares of hardware items at appropriate locations in the State for quick response time
- g) Provide support & services for all other components of the System (excluding nothing) like Projectors, Stick /Mini PCs, and System Software & Services etc as defined in RFP.
- h) Any other software required would be procured separately by the society. The SI would have to install/reinstall and maintain system/application software products during the contract period of three years. SI shall also responsible for installation/reinstallation of any system/application software products as decided by the client.

- i) SI Shall provide basic training for working of hardware to all teachers in every school at the time of installation.
- j) SI will also provide 1 day training to 44 master trainers at Mohali.

3.3 Specifications and Quantity

- a) The vendor shall supply equipment as per detailed minimum specifications mentioned in **Annexure A**.
- b) The final quantities may vary. The charges shall be applied to actual items and quantities supplied.
- c) All listed accessories bundled by the OEM should accompany the equipment.
- d) Only new equipment and non-defective equipment is to be supplied (used/re-manufactured equipment will not be accepted).
- e) Model of items already earmarked by OEM for withdrawal from market / reaching their end of life in next five (5) years should not be offered
- f) The bidder must submit MAF certificate from the all OEM's with an undertaking regarding validity product life of 5 years and stating that they would provide technical support for the equipment in terms of spares, replacement and repairs/ patches/ upgrades etc.
- g) Models, which are still under quality testing, should not be offered.
- h) The technical documentation involving detailed instruction for operation and maintenance, users manual etc; shall be delivered with every unit of the equipment supplied. The language of the documentation should be English.
- i) If the configuration/ feature required are not available in a particular Item model, the next available configuration model meeting or exceeding the requirements shall be offered. The same should be evidenced with OEM certification.
- j) The SI will have to provide patches, fixes, security updates directly from OEM at no additional cost to the department.
- k) Bids containing product of blacklisted OEM's will be rejected.
- l) No change in model after the submission of technical bid shall be entertained unless the new model offered are equivalent or higher configuration and approval of the competent authority has been obtained in writing for such a change of model before delivery of the product.
- m) SI will ensure logo of department (provided later by the department) is included in the start screen of Projector and Stick/Mini PC.

Annexure 'A' – Minimum Technical Specifications**1. Projector & White Board:-**

Parameter	Requirement
Technology	LCD
Native Resolution	1024 X 768 (XGA) or better
Brightness & Color brightness (Lumens)	3500 ANSI Lumens or higher
Contrast Ratio (Minimum) (pixels)	10000 : 1 or better
Aspect ratio	4:3 and 16:9 compatible
Zoom Feature	Yes
Keystone Correction	Automatic
Minimum Life of projection Lamp (In Normal Mode) (Hours)	4000 hours
Mounting	Front, rear, ceiling
Lamp Hour Counter (In-Built)	Yes
Video Compatibility	Required
Inbuilt Speaker	Yes
Remote	Yes
Ports	HDMI, VGA, Audio In, Audio Out, 2-USB ports
Noise Level in Normal Mode (dB)	less than 33
Power Supply	100V-240V, 50 Hz
BIS certified	Yes
Accessories	Ceiling Mount Kit (capable of fixing on all type of roofing) with all accessories required for mounting, Power cable, VGA, cable, HDMI cable, Audio & video cables (Length of all cables should be as per requirement of school) Manual & CD, guide Professional Laser Pointer.
White Board	6'X4'Size matte finished marker writing board with aluminum section trim in powder coated matt finished paint. Board should be mounted on wall

2. Stick/Mini PC

Parameter	Minimum Specifications
CPU (GHz)	Quad core Intel Atom 1.84 Ghz, 2 MB Cache or higher or equivalent
Preloaded Operating system	Window 10 (64 bit) Academic edition/Latest Android 4.0 or above/ Latest LTS version of Ubuntu (64 bit)
RAM	2 GB DDR 3
Internal/Flash Memory	32 GB expandable upto 128 GB
Extra Memory	32 GB SD card pre-loaded with e-content provided by Department
Pre loaded App's	Device should be preloaded with APP's provided by Department as default APPs
Pre Loaded Software	Open/Libre office should be preloaded in all systems
Ports	2 USB Ports (one USB must be free for future use like pen drive etc.), HDMI output, Audio out
WiFi	dual band Wi-Fi enabled
Weight	Less than 500 g
Keyboard & Mouse	Wireless Multimedia Keyboard & mouse with batteries
Other features	Should support English, Punjabi & Hindi languages,

3. Speakers

Parameter	Minimum requirement
Package	1 Subwoofer+ 2 Speaker
Frequency	Speaker 200Hz-20KHz, Main Unit: 40Hz-170Hz
Bass up/down	±10dB
Input & Output Jack	RCA Jack
Power Output	20 W + 10 Wx2
Power Supply	AC 200 - 240V/50Hz
Others	AUX audio input compatible with DVD/PC/TV
	Power type indicator LED
	Rotary type Volume control
	2.1 Channel multimedia speaker compatible

Note: Bidder will have to install the two speakers on the opposite wall of white board with necessary wiring.

Performa 1**TECHNICAL BID CHECKLIST & ORDER IN WHICH DOCUMENTS ARE SUBMITTED**

Name of bidder: _____

S.No	Eligibility Criteria	Required Document	Compliance (Yes/No)	Page No.
1	Bid Proposal sheet duly filled in, signed and complete in all respects.	Performa 3		
2	Qualifying data duly filled in as per relevant Performa provided in the bid proposal that the Bidder is eligible to bid and is qualified to perform the contract, if its bid is accepted.	Performa 4		
3	Power of attorney (if any) in the name of the person(s) authorized by the bidder to sign bid documents.	Performa 5		
4	Bidder should be registered either <ul style="list-style-type: none"> • Under Companies Act 2013 or Companies Act, 1956 OR • Partnership firms registered under Limited Liability Partnerships (registered under LLP Act, 2008) OR • Partnership firms registered under Indian Partnership Act, 1932 	Attach Proof		
5	The Bidder should be ISO 9001:2008 or ISO 9001:2015 certified, which should be valid for the whole contract period.	Attach Copy of Certificate		
6	The bidder must have an average annual turnover of Rs. 25 crore for last 3 financial years as on 31/03/2018 from supply, installation & maintenance services of IT hardware products.	Performa 6		
7	The Bidder must have executed at least one similar project worth Rs. 10 crore or two projects worth Rs. 5 Cr each in Govt. Sector/ PSUs/ Banks in the last three financial years as on 31 March 2018. Please attach purchase order/ supply order copies along with installation report/completion certificate of these orders duly signed by concerned department.	Performa 7 & Attach proof		

8	The average turnover of OEM of quoted products – Projectors & Stick/Mini PC Speakers, must be Rs. 1000 crore & Rs. 800 crore respectively in last three financial years as on 31/03/2018.	Submit Performa 7 for each item		
9	The OEM Manufacturer must have valid ISO 9001:2008 or ISO 9001:2015 certificate.	Attach Copy of Certificates		
10	The Bidder shall not be under a declaration of ineligibility for corrupt or fraudulent practices and should not be blacklisted by any State Govt./ Central Govt./ PSU for any reason.	Performa 9		
11	The Bidder should have a fully functional office in Mohali. If not, the selected bidder shall open its office within one month from the award of contract.	Performa 8 & Attach proof		
12	The Bidder must have valid GST number & PAN issued by Income Tax Authorities, India.	Performa 10		
13	The bidder must submit MAF certificate from the all OEMs with an undertaking for service support of 5 years for their product as per RFP.	Attach undertaking for all hardware items		
14	The Bidder shall give a certificate regarding the use of quality components for IT Resources as per Performa 11 .	Performa 11		
15	The bidder would indicate make & model of the equipment and the components. (Performa- 12)	(Performa 12)		
16	Technical Brochures, data sheet etc. of the product quoted and current certifications asked for in the detailed technical specifications should be enclosed.	Attach Brochures, data sheet etc		
17	The bidder must attach compliance report & Technical specifications for all hardware items.	Performa-13)		
18	Bidder must submit papers on detailed strategy, methodology and time schedules for supply, installation and maintenance of hardware and software products during the warranty period of three years. Details & proof of Service facilities for Technical Support on Services, Maintenance & Availability of Hardware components be attached	Copy of relevant document.		
19	The OEM Manufacturer have valid ISO 9001:2008 certificate.	Attach copy of certificate		

20	The Bidder shall submit samples of items quoted and the sample of the tamper proof stickers on the respective date of submission.	Attach undertaking for submission of samples		
21	Duly stamped & signed copy of RFP	Scanned Copy of RFP		

Performa 2
PRICE SCHEDULE

Sr. No.	Name of Item	Total Qty	Unit cost	Taxes/Duties (if any)	Total cost on (inclusive of all taxes)
		A	B	C	D=A*(B+C)
1.	Digital/Smart classroom	21319			
Total Cost					

Note :

1. Total cost quoted above is an all-inclusive figure i.e. taxes, duties, GST, out-of pocket, Installation & commissioning, expenses, traveling, boarding, lodging and other operating cost etc.
2. Quote should be F.O.R destination.
3. No cost other than quoted above shall be claimed separately.
4. The necessary payment adjustment shall be done on unit rate & pro-rata basis.
5. The quantities mentioned above may vary.
6. Price bid will be evaluated on total commercial bid value for selecting L1 bidder.
7. Arithmetical errors will be rectified on the following basis: "If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail".
8. If there is discrepancy between the unit price and the total price, which is obtained by multiplying the unit price with quantity, the unit price shall prevail and the total price shall be corrected unless it is a lower figure. If the bidder doesn't accept the correction of error its bid will be rejected
9. If there is discrepancy in the unit price quoted in figures and word, the unit price, in figure or in words as the case may which corresponds to the total bid price shall be taken as correct.

(Signature)/Seal

Performa 3

BID PROPOSAL SHEET

Bidder's Proposal Reference No. & Date:

Bidder's Name & Address :

Person to be contacted :

Designation :

Telephone No. Fax No:

To:

**Punjab ICT Education Society (PICTES)
5th Floor, Block- E, Vidhya Bhawan, Phase-8,
Mohali**

Subject: Supply, installation & maintenance of IT infrastructure under Digital/Smart Classroom Project in Government schools.

Dear Sir,

1.0 I undersigned Bidder, have read and examined in detail the specifications and all bidding documents in respect of Supply, Installation & Maintenance of hardware item do hereby propose to provide Supply, Installation & Maintenance services as specified in the bidding document.

2.0 PRICE AND VALIDITY

2.1 All the prices mentioned in our proposal are in accordance with the terms as specified in bidding documents. All the prices and other terms and conditions of this proposal are valid for a period of 180 days from the last date of submission of bids.

2.2 In exceptional circumstances, the PICTES may solicit the bidder's consent for extension of the period of validity. The request and the response thereto shall be made in writing. Extension of validity period by the bidder should be unconditional. A bidder may refuse the request without forfeiting the Earnest Money Deposit. A bidder accepting the request will not be permitted to modify its Bid. The bid security shall also be suitably extended.

2.3 We do hereby confirm that our bid prices include all taxes and cess including Income Tax.

2.4 We have studied the Clauses relating to valid Indian Income Tax and hereby declare that if any Income Tax, Surcharge on Income Tax and any other Corporate Tax is altered under the law, we shall pay the same.

3.0 EARNEST MONEY

We have submitted the required earnest money through _____ mode. It is liable to be forfeited in accordance with the provisions of bid document.

4.0 DEVIATIONS

We declare that all the services shall be performed strictly in accordance with the fine tuned Technical specifications. Further we agree that additional conditions, if any, found in the proposal documents, other than those stated in deviations Performa, shall not be given effect to.

5.0 BID PRICING

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

6.0 QUALIFYING DATA

We confirm having submitted in qualifying data as required by you in your bid document. In case you require any further information/documentary proof in this regard before evaluation of our bid, we agree to furnish the same in time to your satisfaction.

7.0 CONTRACT PERFORMANCE SECURITY

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

8.0 We hereby declare that our proposal is made in good faith, without collusion or fraud and the information contained in the proposal is true and correct to the best of our knowledge & belief.

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

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

Thanking you,

Yours faithfully,

(Signature)

Date:

Name:

Place:

Designation:

Business Address:

Seal

Performa 4

(Bidders are required to submit on their letterhead)

PARTICULARS OF BIDDER

Detail of Bidder			
Name			
Address			
Country of incorporation			
Year of establishment			
Service facilities available for maintenance			
Annual turnover of the firm for the last 3 successive years			
Telephone		Fax	
E-mail			
Details of Authorized Person, who will serve as the point of contact for the Smart Classroom Project.			
Name			
Designation			
Address			
Telephone		Fax	
E-mail			

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

Authorized Signatory for signing the bid:

Signature _____
Name _____
Designation _____
Address _____
Company _____
Date _____
Company Seal

Performa 5

Special Power Of Attorney

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

1. To appear for and represent the Company to all intents and purposes in connection with the matters pertaining to signing and submission of tender _____ for selection of Bidder for <<project name>> and all affairs ancillary or incidental thereto.

2. AND the Company hereby agree that all acts, deeds and things lawfully done by the said attorney shall be construed as acts, deeds and things done by the Company itself on the above matter and the Company hereby undertakes to ratify and confirm all and whatever its attorney shall lawfully do or cause to be done for and on behalf of the Company by virtue of the powers hereby given.

In witness whereof <<name of person authorized to execute the attorney on behalf of Company>>, <<Designation of the person>> of the Company acting for and on behalf of the Company under the authority conferred by the <<reference of body/ notification/ authority orders like Board of Directors of the Company>> in its <<reference/ number/ meeting held on>> dated <<date of reference>> has signed this Power of Attorney at <<place>> on this day of <<day>><<month>>, <<year>>.

The signatures of <<name of person in whose favour authority is being made under the attorney >> given below are hereby certified.

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

WITNESS:

<<signature, name & designation of person witness to this attorney>>

<<signature & name of the person in whose favour authority is being made under the attorney >>

CERTIFIED:

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

Performa 6

To be filled, Signed, scanned on the letter head of the Chartered Accountant)

(Turnover of Bidder/OEM)

Name of Bidder/OEM - _____

S.no	Financial Year (FY)	Turnover of bidder in the last three financial years 2015-16, 2016-17 & 2017-18 (in INR)
1	FY 2015 – 16	
2	FY 2016 – 17	
3	FY 2017 – 18	

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

(Name & Signature of CA)

Date:

Place:

Performa 7

Prior Experience

Using the format below, provide information in respect of work done of similar nature executed by the company

S.No	Particulars	Details of first supply Order	Details of Second supply Order
	Details of client along with address, telephone		
	Contract no. & date		
	Order Value(Rs. Lacs)		
	Work / Job description		
	Date of order issued		
	Date of completion		

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

(Signature of Authorized person)

Date:

Place:

Performa 8

Detail of Bidders Office in Punjab

Sr. No	Name	Address	Contact Person	Contact Nos	Name of supporting document uploaded
1.					

Performa 9

Affidavit of Self Declaration

(Bidders are required to submit the declaration on their letterhead)

**To,
Director General School Education,
5th Floor, Block-E, Vidya Bhawan,
Phase-8, Mohali.**

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

Dear Sir,

I (Name of the official.....) (Designation.....) hereby declare that my company has not been blacklisted /banned by any Government / Semi Government organizations for any reason. I further certify that I am competent authority in my company has authorized me to make this declaration.

That in the event of any decrease in the quoted rates, we undertake to reduce rates correspondingly from the date the rates have been reduced.

I affirm that the Director General School Education, Punjab is at liberty to take action against me/ the company represented by me, if any information submitted by me as required in RFP document proves to be wrong at any point of time.

Deponent

Verification:

I, the above named deponent do hereby verify, that the contents of the above affidavit are true and correct to the best of my knowledge and belief, no part of it is false.

Deponent

Performa 10

To be filled, Signed scanned and Uploaded in Pre Qualification of e-Tendering Portal

(PAN, GST registration number)

Using the format below, provide information in respect of PAN, GST Registration of the company

S.No	Particulars	Details	Proof of documents attached (Yes / No)
	PAN number		
	GST		

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

(Signature of Authorized person)

Date:

Place:

Performa 11

CERTIFICATE

Use of new, genuine and quality components for IT Resources

This has reference to IT Resources namely Projectors, Stick/Mini PCs, Speakers being quoted / to be supplied by your company against the tender no. _____ dated _____.

We hereby undertake that all the components / parts/ assembly/ software's such as Storage, Processor, Chipset, Projection Lamp etc. to be used in the above mentioned IT Resources shall be original, new, genuine and as per the said technical specifications from respective OEM(s) of the quoted products. It is also certified that no refurbished/ duplicate/ second-hand components/ parts/assembly/ software are being used or shall be used.

We also undertake that an authorized license certificate (e.g. Product Keys on Certification of Authenticity) shall be supplied in case of Stick/Mini PC and further that it shall be sourced from its Principal Company.

We shall also submit a certificate from the OEM supplier in support of above undertaking at the time of delivery. It will be our responsibility to produce such letters from our OEM supplier's within a reasonable time.

In case we are found not complying with above indicated undertaking at the time of delivery or during installation, we allow the **Punjab ICT Education Society (PICTES)** to take appropriate action (e.g. Forfeiture of Bank Guarantee/ EMD / balance amount).

Authorized Signatory

Performa 12

Make & Model Sheet

S.No	Item Name	Make	Model

Performa 13

Compliance sheet for all hardware items

Specification as per RFP	Proposed Specification by Bidder	Compliance (Yes/No)