

Tender Document
for
Purchase of IT Equipment for the offices of Department of
Information Technology

Key dates

Date of Issue of Bid Documents	25.10.2011 onwards
Last date for submission of bid:	16.11.2011 at 12:00 Noon
Date of Opening of Bid:	16.11.2011 at 12:30 pm

Through
Punjab State e-Governance Society (PSEGS)
Department of information Technology, Punjab
SCO 193-195, Sector 34-A, Chandigarh-160022
Tel. (0172) –2661808, 2600971, 2604395, 2646193, 2604892

Website: www.doitpunjab.gov.in

Bid No. : 1/35/2005/SMEG/PSEGS
Serial No. of Document : _____
Issued to : _____

Against request No. : _____
Dated : _____

And payment of cost of bid document for Rs. 500/- (Rupees Five Hundred Only) to be paid in demand draft (DD) or cash only.

Payment Mode: Cash / Demand Draft

Name of the bank and Address: _____

Demand Draft No. and date: _____

Bid document issued on _____

Authorized Signatory

BID SUMMARY

Bid No.	EMD (Rs.) in shape of bank Demand Draft	Bid Document Cost (Rs.) Non-refundable	Last Date & Time	
			Bid Submission	Bid Opening
1/35/2005/SM EG/PSEGS	2% of total value quoted subject to maximum of Rs. 2 lacs (alongwith commercial bid)	Rs. 500/-	16.11.2011 at 12:00 Noon	16.11.2011 at 12:30 pm

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SECTION I INVITATION FOR BIDS

Punjab State e-Governance Society (PSEGS) invites bids from the established, reputed and experienced firm or consortium of firms for the supply of IT equipments for the offices of Department of Information Technology Punjab.

Bid conditions

1. Bidders are advised to study the Bid Document carefully. Submission of Bids shall be deemed to have been done after careful study and examination of the Bid Document with full understanding of its implications.
2. Sealed offers prepared in accordance with the procedures enumerated in Clause 1 of Section II should be submitted to the **Punjab State e-Governance Society (PSEGS)** not later than the date and time laid down, at the address given in the **Schedule for Invitation to Bid** under Clause 8. (Given below)
3. The Bidder must furnish Earnest Money Deposit (EMD) of 2% of total value quoted subject to maximum of Rs. 2 lacs (Rs. Two lacs) in form of demand draft from schedule bank in favour of **“Punjab State e-Governance Society”**, payable at Chandigarh, **IN THE ENVELOP CONTAINING THE COMMERCIAL BID**. Failing which the bid will be rejected.
4. This Bid document is not transferable.
5. The tenders of only those bidders, who have purchased the documents in their names, will be considered.
6. The Punjab State e-Governance Society (PSEGS) reserves the rights to reject any bid or all the bids without assigning any reasons and revising quantity, fine-tuning specifications as per requirement of Government of Punjab before opening the commercial bids.
7. The bidder will accept all conditions of the Bid Document unconditionally or depending upon the decisions of the Tender Evaluation Committee.
8. **Schedule for Invitation to Bid:**
 - a) Name of the concern by whom the bids are called on behalf of the Government of Punjab is:
Punjab State e-Governance Society (PSEGS)
Department of Information Technology,
SCO 193-195, Sector 34-A, Chandigarh
 - b) Addressee and Address at which Bids are to be submitted:
Punjab State e-Governance Society (PSEGS)
Department of Information Technology,
SCO 193-195, Sector 34-A, Chandigarh

- c) Latest time and date for submission of completed bids:
16.11.2011 at 12.00 pm
Punjab State e-Governance Society (PSEGS)
Department of Information Technology,
SCO 193-195, Sector 34-A, Chandigarh
- d) Place Time and Date of opening of Pre-qualification bids:
16.11.2011 at 12:30 pm in Conference Hall,
Punjab State e-Governance Society (PSEGS),
Department of Information Technology,
SCO 193-195, Sector 34-A, Chandigarh
- e) Technical bids of only the Pre-qualified bidders will be **opened and scrutinized on the same day (same date as 'd' above)** and if need be, on the following day(s) to be announced on the spot/ later.
- f) Commercial bids of only technically qualified bidders will be opened and scrutinized **on the same day (same date as 'd' above)** and if need be, on the following day(s) to be announced on the spot/ later.
- g) Date till which the bid is valid: **180 days from the date of opening of bids.**

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

SECTION II INSTRUCTIONS TO BIDDERS

(1) Introduction

1 Procedure for Submission of Bids

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

- a) Pre-qualification documents (2 copies) in one cover.
- b) Technical Bid (2 copies) in one separate cover.
- c) Commercial Bid (2 copies) in another separate cover.

1.1 The Bidders must place their pre-qualification, technical and commercial bids in three separate envelopes, super-scribed with separate **Bid titles** as follows:

A. PRE QUALIFICATION BID

B. TECHNICAL BID

C. COMMERCIAL BID

1.2 The Bidder shall have to qualify the pre-qualification Bid.

1.3 **Pre-Qualification Bids** will be opened on the prescribed date and time.

1.4 **Technical Bids** of only those Bidders will be opened who qualify the **Pre-Qualification round** after the initial processing of pre-qualification bid. The technical specifications may be fine-tuned before calling for the revised Commercial bids.

1.5 **A minimum time of 2 days** would be allowed for the submission of the **revised Commercial Bids**, if so required, based on the fine tuned specification as in Para 1.4 or otherwise by only those Bidders who will qualify both the Pre-Qualification Bid and the Technical Bid and would be **opened immediately thereafter or on following days to be announced on the spot or later.**

1.6 Each copy of the Pre-qualification document should be covered in a separate sealed cover super-scribing the wording '**Pre-qualification document**'. Both copies should be separately marked as "**original copy**" and "**first copy**" **respectively**. Thereafter, both the copies should be put in a single sealed cover super-scribing the wording "**Pre-qualification document**".

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

2 **Cost of Bid 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.

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

4 **Clarification regarding Bid Document**

A prospective Bidder requiring any clarification of the Bid Document may notify the Client in writing at the Client's mailing address indicated in Clause 8 of Section I. The Client will respond in writing to any request for clarification of the Bid Document, received, not later than 7 days prior to the last date for the receipt of bids prescribed by the Client. Written copies of the Client response (including an explanation of the query but without identifying the source of Inquiry will be sent to all prospective Bidders who have received the Bid Documents.

5 **Amendment of Bid Document.**

5.1 At any time upto the last date for receipt of bids, the Client, may, for any reason, whether at his own initiative or in response to a clarification requested by a prospective Bidder, modify the Bid Document by an amendment.

5.2 The amendment will be notified in writing or by telex or cable or e-mail to the prospective Bidders who have received the Bid Documents and will be binding on them.

5.3 In order to afford prospective Bidders reasonable time or otherwise for any other reason, in which to take the amendment into account in preparing their bids, the Client may, at his discretion, extend the last date for the receipt of Bids.

(2) **Preparation of Bids**

6 **Language of Bids**

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

7 **Documents Comprising the Bids**

7.1 Conditional bids shall not be entertained.

7.2 The Bids prepared by the Bidders shall comprise of following components (Bid documents are to be submitted in the order of **pre-qualification** clauses along index page no., otherwise bid will be disqualified):

- a) Bid Proposal sheet duly filled in, signed and complete in all respects.
(Performa –I)

- b) 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 –II)
- c) The Bidder should have a fully functional office in tri-city of Chandigarh/ Mohali/ Panchkula.
- d) The Bidder must have valid PAN issued by Income Tax Authorities, India.
- e) The Bidder must have valid State Sales Tax and CST Number. If no, the Bidder will give undertaking that the Sales Tax Number shall be submitted to the client before any contract is awarded to the bidder.
- f) **Company Financial Status:** The Bidder must submit proof of its average annual turnover and that of the Principal/ OEM Company as per following prescribed criteria. A bidder can apply for all or any of the category of items given in the table below.

Category of Items	Bidder's own average annual turnover in last 2 years ending 31 st March of the last year	Average Annual Turnover of the Principal / OEM Company during last 2 years ending 31 st March of the last year
Computing Products & System Software e.g. Servers & Computers, OS, RDBMS, printer , scanner, networking 7 networking component , UPS etc	Rs. 5.00 crores	Rs.100 crores

- g) For computing products and other ICT equipment:
 - i. The Bidder must be either Principal/ OEM company itself or Authorized Dealer/ Distributor and also Authorized Service Provider of the Principal/ OEM company whose products the bidder would be supplying. Bidder should submit valid authorization certificate from Principal/ OEM company in this regard.
 - ii. The Bidder must have supplied similar items of value Rs. 25 lac and more, in last 3 years at minimum 5 locations in each project.
 - iii. The Bidder must have minimum 4 no. of onsite engineers placed across the State.
- h) The Hardware products should comply with Microsoft Windows Certification and ISO 9001:2000, ISO 14001 certified etc, wherever applicable.
- i) The list along with satisfactory performance from the Clients of the various Departments/ Institutions to whom IT related products have been supplied for the last 3 years.
- j) Documents regarding the profile of the company, address and contacting person of the Principals', Chandigarh Office or Office nearest to Chandigarh, list of addresses of the Offices/ Distributors/ authorized dealers/ service centers in Chandigarh and Punjab.
- k) Complete detail of Resources in Chandigarh/ Punjab in terms of Infrastructure and Technical –manpower (with CV) be attached.

Technical Bid shall consist of the following: -

- (a) Technical Deviations, if any, from the terms and conditions and specifications as specified in the Bidding Documents (Performa-III). Failing which, it would be assumed that there are no technical deviations and the full responsibility lies on the Bidder.
- (b) Technical Brochures of the product quoted and also current certifications asked for in the detailed technical specifications should also be enclosed.
- (c) The Technical specifications may be fine-tuned on the basis of discussions with various Bidders during Technical Bid evaluation process. The revised commercial bids, if required, would then be called on the basis of fine tuned specifications.

Commercial Bid consisting of the following: -

- (a) The Bidder must furnish Earnest Money Deposit (EMD) of 2% of the total value of items quoted by the bidder subject to maximum EMD of Rs. 2,00,000/- (Rupees Two lac only) which shall be in the form of Demand Draft drawn on any scheduled bank in favour of "**Punjab State e-Governance Society**" payable at Chandigarh, failing which the bid will be rejected. This earnest money is to be submitted along with the commercial bid documents.
- (b) Bid prices for the fine-tuned Technical Specifications duly filled, signed and complete as per the Price Schedule on the prescribed Quotation Performa (Performa-IV).
- (c) **Price Schedule:** The bidder is required to submit unit rates.
 - The prices will be valid for a period of six months from the date of issue of work order.
 - Punjab State e-Governance Society (PSEGS) may issue order(s) for any quantity as per its requirements within six months and the bidder shall be required to supply and install the requisite units at the specified locations.
- (d) Commercial Deviations, if any, from the terms and conditions and specifications as specified in the Bidding Documents (Performa-V).

SECTION – III
TERMS AND CONDITIONS OF THE BID

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

2 STANDARDS:

The Goods supplied under this contract shall conform to the standard mentioned in the Fine tuned Technical Specifications, and when no applicable standards are mentioned, to the authoritative standards. Such Standard shall be the latest issued by the concerned institution governing that standard.

3 SUPPLY AND INSTALLATION PERIOD :

- 3.1 The successful bidder selected through this tender for supply of items mentioned in the Section IV would Supply and Install the items within a period of 6 to 8 weeks in the offices of department if IT, Punjab & Main & Mini Secretariat Punjab.
- 3.2 The delivery period should be adhered to as will be mentioned in the Award of Contract/ purchase order. The supply shall actually be deemed to have been complete on the actual date of entire installation of all components/ items.
- 3.3 As regards delivery, the vendor would submit proper documents/ certificate from the person responsible of respective office towards receipt of items, their installation, inspection of items in compliance to the specifications as ordered, successful commissioning of items and duly certifying that the items have been take in their office stock (with serial number and date of entry). All such documents/ certificates should be legibly signed, stamped and dated by person responsible. List of such persons is as given in **Annexure-1**.

4 DELAY IN THE BIDDER'S PERFORMANCE & PENALTY:

- 4.1 The bidder shall submit a performance Bank Guarantee of 10% of the total value of award of contract/ purchase order in the prescribed Performa within 15 days of the signing of the contract/ issue of purchase order. The Bank Guarantee should be valid for warranty period. In case of split of order to two or more companies, the client has the discretion to decide the performance Bank Guarantee amount at that stage.
- 4.2 An unexcused delay by the vendor in the performance of its installation obligations shall render him liable to any or all of the following penalties:-
 - 4.2.1 In the event of delay in the supply and installation within a stipulated period, penalty @ 0.5% of total order value per week or part thereof for the delay in that location subject to a maximum of 5% of the total contract value, after which PSEGS shall be at liberty to cancel the contract. For the purpose of this clause, part of a week shall be considered to be a full week.
 - 4.2.2 Forfeiture of earnest money/ Security.
- 4.3 Hiding of facts, misrepresentation, corrupt practices by the Bidder if revealed at any stage, would amount to forfeiture of EMD and subsequently the firm may also be blacklisted.

5 Standard of performance

Vendor shall carry out the supply order and carry out its obligations under the contract with due diligence, efficiency and economy in accordance with generally accepted norms techniques and practices used in the industry. Vendor shall also adhere to professional implementation and support services during the execution of the project. The client may carry out benchmarking of sample equipments to be provided by the Vendor before and / or immediately after the delivery of equipment.

It shall employ appropriate advanced technology and safe and effective equipment, machinery, material and methods wherever applicable. Vendor 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.

6 Use of contract documents and information

- 6.1 Vendor 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 vendor in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 6.2 Vendor shall not without the purchaser's prior written consent, make use of any document or information.

6.3 Any document other than the contract itself shall remain the property of the client and shall be returned (in all copies) to the client on completion of the vendor's performance under the contract if so required by the client.

7 SCHEDULE OF PAYMENT:

7.1 Payment shall be made by the Purchaser only after completion of delivery, installation, commissioning and acceptance of the tasks allotted to the vendor, to the entire satisfaction of the client/ purchaser or any other agency nominated by the client.

7.2 The purchaser shall make payments as per the following for the supply of Hardware, Software, Networking, Communication & Other IT products:

7.2.1 90% of the cost of the Hardware, Networking, Communication & Other IT products will be released after its successful supply and delivery in working condition and vendor furnishing written documents depicting successful delivery, complete installation, commissioning and stock entry of items by the competent authority at the designated location.

7.2.2 Balance 10% will be released against the Bank guaranty of equal amount furnished by the vendor valid for the Warranty period.

8 WARRANTY PERIOD:

8.1 For hardware, Peripherals, networking/communication and UPS (including batteries), the vendor will be responsible for comprehensive maintenance free of charge during the warranty period of minimum three years or more after the acceptance of installation & testing of these products/ services.

8.2 In case of default, purchaser will have the right to arrange such task of maintenance/ loading/ configuring at the risk and cost of the vendor, from any other source and shall raise bills to the vendor. The vendor shall clear such bills within 7 days.

8.3 The vendor will also maintain the Equipment/ Application for efficient running at all times during its warranty period. However, average uptime during a quarter should not be less than as specified below, unless a better standard is prescribed for a specific application:-

ICT Equipment	Uptime
Hardware and peripherals	
• Desktop	95%
• Laptop	97%
• Printer.	95%
• UPS	98%

8.4 The response time for attending the faults will be six hours after reporting complaint to the vendor through any communication mode. The vendor will rectify the faults within reasonable time (preferably within 36 hours) failing which the vendor will arrange temporary replacements in next 24 clock hours. The services shall be provided Monday to Sunday during working hours of the department.

- 8.5 The vendor will do preventive maintenance once a quarter for upkeep of the products. This schedule will have to be adhered to strictly by him. Preventive Maintenance should generally be done on non-working days/ beyond general shift hours.
- 8.6 The comprehensive maintenance will include everything including hard disk, motherboard and other components except the consumables.
- 8.7 After warranty period, client if so desires may pay post warranty AMC charges @ not more than 6% per annum of the Purchase Order value payable on quarterly basis. These charges shall not be increased by the vendor for a further period of 3 years. In such case, the vendor supplying such items shall be bound to provide such AMC.
- 8.8 Decision of the client on the facilities to be provided to the engineers of the vendor shall be final.
- 8.9 Client shall move the equipment from one location to another with the help of the vendor to the extent possible.
- 8.10 All these terms and conditions will be applicable to the vendor during Warranty and Post Warranty period.
- 8.11 The vendor will do preventive maintenance (PM) once in three months for systems running. The PM may generally be done on Non-working days/ Beyond General Shift Hours with the prior permission of the person or officer concerned.
- 8.12 In case the vendor fails to maintain the said uptime, the vendor will be liable for penalty @ 1% of the cost of the total equipment that is rendered unusable per percent of deficiency. Even if a peripheral or part of the system is not working, the system will be considered as down.
- 8.13 In case of default, the client will have the right to arrange maintenance at the risk and cost of the vendor, from any other source and shall adjust the charges from the payment due to the vendor. Client's decision shall be final in this regard and will be binding on the vendor.

9 **PRICE FALL:**

- 9.1 The prices charged for the items supplied under the contract by the bidder shall in no event exceed the lowest price at which vendor sells the items or offers to sell such items of identical description to the Department of the Central or State Government or any Statutory undertaking of the central or State Government, as the case may be, before the supply of such items.
- 9.2 If, at any time during the said period 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 items after the date of coming into force of such reduction or sale or offer to sell shall stand correspondingly reduced.

10 **TAXES AND DUTIES:**

The vendor shall be entirely responsible for all taxes, levies, cess, octroi, duties, license fees, etc. incurred until delivery of the contracted items to the purchaser. The client will issue no C or D forms.

11 LIQUIDATED DAMAGES:

In the event of the failure of the vendor to secure acceptance of the products by the purchaser within 90 days after delivery/ installation, the purchaser reserves the option to recover from the vendor as liquidated damages and not by way of penalty for the period after the said 90 days, until acceptance a sum equivalent to 2% (two percent) of the contract value for each month of the failure of vendor up to a maximum deduction of 10%, to secure acceptance or part thereof without prejudice to the purchaser's other remedies under the contract. For the purpose of this clause, part of a week shall be considered to be a full week

12 Suspension:

The purchaser may by a written notice of suspension to the vendor, suspend all payments to the vendor under this tender, if the vendor failed to perform any of its obligations provided that such notice of suspension:

12.1 Shall specify the nature of the failure.

12.2 Shall request the vendor to remedy such failure within a specified period from the date of receipt of such notice of suspension by the bidder.

13 Termination for default:

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

13.1 The vendor 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.

13.2 The vendor fails to performs any other obligation(s) under the contract.

13.3 The vendor shall be given maximum of two opportunities of 30 days each to improve his service level and meet the obligations as per the contract.

14 Termination for insolvency:

The client may at any time terminate the contract by giving written notice to the vendor without compensation to the vendor, if the vendor 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.

15 "No claim" Certificate:

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

16 Documents prepared by the vendor to be the Property of the Client

All plans, drawings, specifications, designs and other documents prepared by the bidder in the execution of the contract shall become and remain the property of the client, and

before termination or expiration of this contract, the vendor shall deliver all such documents to the client under the contract along with the detailed inventory thereof.

17 **Confidentiality:**

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

18 **Force Majeure:**

18.1 Notwithstanding the provisions of the bid, the vendor shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, its delay in performance are other failure to perform its obligations under the contract is the result of an event of Force Majeure.

18.2 For purposes of this Clause, "Force Majeure" means an event beyond the control of the bidder and not involving the bidder and not involving the bidder's 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.

18.3 If a Force Majeure situation arises, the vendor shall promptly notify the client in writing of such conditions and the cause thereof. Unless otherwise directed by the client in writing, the vendor 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 vendor, if as a result of Force Majeure, the vendor being unable to perform a material portion of the services for a period of more than 60 days.

19 **Governing Language:**

The contract shall be written in the language of the bid, as specified by the client, in the instructions to the bids. Subject to clause 6 of Section 2, that language version of the contract shall govern its interpretation. All correspondence and other documents pertaining to the contract which are exchanged by the parties shall be written in that same language.

20 **OTHER CONDITIONS:**

20.1 Risk purchase at the cost of vendor will be made on the failure of the vendor to make supply as per Terms and Conditions. The difference of excess in cost thus incurred will be received from the vendor in a suitable manner and even from his pending bills, earnest money or security whichever is available.

20.2 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.

20.3 In all matters and disputes arising there under, the appropriate Courts at Chandigarh alone shall have jurisdiction to entertain and try them.

Section IV
DETAILED TECHNICAL SPECIFICATIONS

Punjab State e-Governance Society (PSEGS) invites bids from the established, reputed and experienced firm or consortium of firms for the supply of following IT items as per the following details:

S	Item Description	Quantity	Location
1.	<p>Laptop</p> <ul style="list-style-type: none"> • Processor: Intel Core i5-2430M Processor (3 MB L Cache, 2.4 GHz) or higher • Chipset: Intel HM65 Express Chipset • RAM: 4 GB DDR3 1066 MHz upgrade upto 8 GB • Hard Disk: 320 GB SSD HDD or higher • Display: 14" or higher (1366 X 768 PIXEL RESOLUTION) or higher • Graphics: Intel HD Graphics 3000 with 128 MB • Drive: 8X Slim DVD-Super Multi DL Drive • LAN Card: Gigabit LAN Card • Others: 1.3 HD Megapixel web cam, Bluetooth, Multi-in-Card reader, 8 Hrs Battery support • Input/Output Interface: 2 x USB 2.0, 1 x HDMI, 1 x VGA, Headphone/Speakers jack, RJ 45 Port, DC-in jack for AC Adapter • Operating System: Windows 7 Professional preloaded 64 BIT • Certifications: ISO 9001/9002, FCC, UL • Warranty: 3 years warranty 	20	Chandigarh
2.	<p>Desktop Computer</p> <p>Minimum configuration as mentioned below or higher</p> <ul style="list-style-type: none"> • Processor: Intel Core i5-2400 Processor or higher • Speed: 3.10 GHz or Higher, • Cache: 6 MB Cache, • Chipset: Intel Q67 Chipset or higher, • Mother Board: OEM embedded motherboard, • Memory: 4 GB DDR-III RAM (1066 MHz) expandable upto 16 GB, • HDD: 500 GB SATA (7200 RPM), • Keyboard: USB 104 keys Standard keyboard, • Expansion Port: Minimum 1 PCI & 1 PCI Express x16 (Total 3 slots either of the combination)., • Video Graphics: Integrated Graphics with Free slot for additional Graphics card, • Port: 6 USB Ports atleast 2 USB Ports at front side, • Power Supply: Suitable power supply to meet the requirement of additional devices, • Sound Card: Integrated, • OS Supported: Window 7 Professional , • Storage Bays: Minimum two External 13.35cm (5.25") and one Internal 8.90 cm (3.5) , 	25	Chandigarh

S	Item Description	Quantity	Location
	<ul style="list-style-type: none"> • Mouse: Optical mouse , • Monitor: 18.5" TFT (Wide Screen) or higher TCO 03 Certification , • Optical Drive: 16X Internal DUAL LAYER DVD Writer, • Power Management & DMI: System with power Management features & desktop Management interface implementation, • Ethernet Card: 10/100/1000MBPS, Preloaded Software: Windows 7 Professional with Media, • Certification :ISO 9001/9002, Energy star 5.0 Compliant, FCC, UL,CE, Green Peace rating 4.0 or above • Warranty: 3 years warranty 		
3.	MS Office Professional Latest Version and should be compatible with the Operating System of machine as mentioned above	45	Chandigarh
4.	Laser Printer Resolution (in dpi): Mono 600x600,Paper Size: A4,Print Speed in PPM (A4 Size): 14, Port: 1 USB Warranty: 3 years warranty	25	Chandigarh
5.	Anti Virus Latest version (Total Security) Quick Heal	45	Chandigarh
6	UPS Line Interactive UPS with AVR for single phase AC 160V to 280V input Rated KVA: 1.0,Minimum VAH: 168, Warranty: 3 years warranty	25	Chandigarh

SECTION-V
BID PROPOSAL PROFORMA's
Performa -I
BID PROPOSAL SHEET

Bidder's Proposal Reference No. & Date :
Bidder's Name & Address :
Person to be contacted :
Designation :
Telephone No. Telex No.: Fax No:

To:

Punjab State e-Governance Society (PSEGS)
SCO 193-195, Sector 34-A, Chandigarh

Subject: Supply of IT Equipment for the offices of Department of Information Technology Punjab.

Dear Sir,

1.0 We, the undersigned Bidders, having read and examined in detail the specifications and all bidding documents in respect above cited subject do hereby offer to supply of IT Equipment in the offices of Department of Information Technology Punjab 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 opening of bids.
- 2.2 We do hereby confirm that our bid prices include all taxes and cess including Income Tax.
- 2.3 We have studied the Clauses relating to valid Indian Income Tax and hereby declare that if any Income Tax, Surcharge on Income Tax and any other Corporate Tax is altered under the law, we shall pay the same.

3.0 EARNEST MONEY

We have enclosed the required earnest money in the form of Bank Draft in the Commercial bid envelope. 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 and other bid document except the deviations as mentioned in the Technical deviation Performa (Performa-III) 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

- 7.1 We hereby declare that in case the contract is awarded to us, we shall submit the performance Guarantee Bond in the form of Bank Guarantee as per terms of bid document.
- 7.2 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.
- 7.3 Bid submitted by us is properly sealed and prepared so as to prevent any subsequent alteration and replacement.
- 7.4 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 -II
PARTICULARS OF BIDDER

BIDDER'S PARTICULARS FOR BID NO. _____

1. Name of the Bidder _____

2. Address of the Bidder _____

4. Year of Establishment _____

5. Annual turnover of the firm for the _____
last 2 successive years.

6. Name of the Dept./Institution where _____
the supply of items has _____
already been done _____

9. Service facilities available for maintenance _____

11. Bidder's proposal number & date _____

12. Name & address of the officer _____
to whom all references shall _____
be made regarding this bid _____

Telephone

Fax No.

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

Witness:

Signature _____
Name _____
Designation _____
Address _____

Signature _____
Name _____
Designation _____
Address _____

Company _____
Date _____

Company _____
Date _____

Company Seal

(With name & designation of the person signing the bid)

PRE-QUALIFICATION CHECKLIST & ORDER IN WHICH DOCUMENTS ARE SUBMITTED

Name of bidder: _____

S. No.	Condition / Item	Yes/ No/ Not Applicable	Ref. pages of pre-qualification bid
1.	Bid Proposal sheet duly filled in, signed and complete in all respects. (Performa -I)		
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 -II)		
3.	Company Financial Status: Requirements as per clause 7.2 (f) of section II		
4.	Required documents for complying clause 7.2 (g) (i) of section II		
5.	Required documents for complying clause 7.2 (g) (ii) of section II		
6.	Required documents for complying clause 7.2 (g) (iii) of section II		
7.	Compliance of Hardware products with Microsoft Windows Certification and ISO 9001:2000, ISO 14001 certified etc, wherever applicable		
8.	The list along with satisfactory performance from the Clients of the various Departments/ Institutions to whom IT related products have been supplied for the last 3 years.		
9.	Complete detail of Resources in Chandigarh/ Punjab in terms of Infrastructure and Technical -manpower (with CV) be attached		
10.	The Bidder should have a fully functional office in tri-city of Chandigarh/ Mohali/ Panchkula		
11.	The Bidder must have valid PAN issued by Income Tax Authorities, India.		
12.	The Bidder must have valid State Sales Tax and CST Number. If no, the Bidder will give undertaking that the Sales Tax Number shall be submitted to the client before any contract is awarded to the bidder.		

Performa-III
TECHNICAL DEVIATIONS

Subject: Supply of IT Equipment for the offices of Department of Information Technology Punjab.

Dear Sir,

Following are the Technical deviations & variations from the exceptions to the specifications for providing items for the offices of Department of Information Technology Punjab. These deviations and variations are exhaustive. Except these deviations and variations, the entire work shall be provided as per your specifications and documents.

Sr. No.	Clause No.	Page No.	Statement of deviations and variations
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Date

Signature

Name

Place

Seal

Performa-IV
PRICE SCHEDULE (In Rs.)

1 For Department of Information Technology Punjab

Sr. No.	Item Description	Qty.	Unit price (In Rs. Including all taxes)	Total price (*) (In Rs. Including all taxes)
1.	Laptop	20		
2.	Desktop Computer	25		
3.	MS Office Professional Latest Version	45		
4.	Laser Printer	25		
5.	Anti Virus Latest version	45		
6.	Line interactive UPS	25		
	Total			

(Signature)/Seal

Performa-V
COMMERCIAL DEVIATIONS

Subject: Supply of IT Equipment for the offices of Department of Information Technology Punjab.

Dear Sir,

Following are the Commercial deviations & variations from the exceptions to the specifications of providing items for the offices of Department of Information Technology Punjab. These deviations and variations are exhaustive. Except these deviations and variations, the entire work shall be provided as per your specifications and documents.

Sr. No.	Clause No.	Page No.	Statement of deviations and variations
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Date

Signature

Name

Place

Seal

Annexure – 1

Sr. No.	Office/ Branch/ Wing/ Location	Name, Address & contact number of Office Staff who would receive and take stock of the items
1.	O/o Department of Information Technology Punjab SCO 193-195 Sector 34, Chandigarh	Prabhjeet Singh