

Punjab ICT Education Society (PICTES)

Request for Proposal (RFP)

For

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

of

***Existing I.T. Infrastructure (Hardware, UPSs and System Software etc.) in
1307 Government Schools in rural and urban areas across the State for
3-Year Duration***

Under

Information and Communication Technology (ICT) Education Project

Date of Issue of Bid Documents:	16th September, 2009 onwards
Date of Pre-Bid Conference:	25th September, 2009 at 3:00 pm
Last Date of Issue of Bid:	30th September, 2009 upto 12:00 noon
Last Date for submission of Bid	8th October, 2009 upto 2:00 pm
Date of opening of Pre-Qualification Bid:	8th October, 2009 upto 2:30 pm

**Punjab ICT Education Society (PICTES)
SCO 104-106, Sector 34 A, Chandigarh
Ph. No. 0172-2623006, 0172-2620106, 0172-2623207, Fax 0172-2624687
e-mail: brigjs1@gmail.com**

Request For Proposal (RFP) for Maintenance of Hardware - PICTES

Bid No. : **BID NO: 2009 / ICT project / maint / Ph-1**

Serial No. of Document: : _____

Issued to : _____

Against request No. : _____

Dated : _____

and payment of cost of tender document for Rs. 1000/- (Rupees One Thousand only) to be paid in demand draft (DD) only.

Name of the bank and Address: _____

Demand Draft No. and date: _____

Tender document issued on : _____

Authorized Signatory

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TENDER SUMMARY

Bid No.	EMD (Rs.) in shape of bank Demand Draft	Bid Document Cost (Rs.) Non-refundable	Last Date & Time	
			Bid Submission	Bid Opening
2009 / ICT project / maint / Ph-1	Rs. 5,00,000/- (Rs. Five lac)	Rs. 1,000/- (Rs. One thousand only)	8 th October, 2009 at 2:00 pm.	8 th October, 2009 at 2:30 pm

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SECTION I

INVITATION FOR BIDS

A) Information & Communication Technology (ICT) Education Project

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

In the first phase of the project, 1307 **Government Upper Primary Schools** in urban & rural areas across the State were covered. Infrastructure such as computers, UPSs, voltage stabilizers, Dot matrix printers, networking of computer lab and system & application software was installed in each lab of these Schools. The hardware was procured on five-year lease from M/s HCL Infosystems Ltd. and software from M/s Microsoft under Partners-In-Learning (PIL) programme. The term of contract with HCL Infosystems Ltd will be expiring on 14th Oct, 2009.

Punjab ICT Education Society (PICTES) now intends to outsource the Operation and maintenance (O&M) including insurance of the existing hardware & software at 1307 government upper primary schools under ICT project phase-I for a period of next three (3) years after expiry of the contract. The selected Hardware Maintenance Service Provider (HMSP) will be paid total service cost in six-equal six monthly installments for providing operational and maintenance support for the IT infrastructure of PICTES during 3-year period.

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

Number of Government Primary Schools – 1307		
Sr. No.	Item Description	Phase I
a.	Server computers with Windows Server 2003 OS (HCL make)	1653
b.	Desktop Computers with Windows XP professional OS (HCL make)	16666
c.	Dot Matrix Printers (DMPs) – Epson make	1653
d.	2 KVA Line interactive UPSs with 2 hours battery backup (APC make)	1676
e.	3 KVA Line interactive UPSs with 2 hours battery backup (APC make)	843
f.	Stablizer (Installed before UPS systems)	2519
g.	Local Area Network (LAN) including Networking components	1653
h.	System Software – MS Visual Studio.Net, Encarta, MS Office Professional	All computers

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

Hardware

1. Inspection of the entire infrastructure to take stock of present status of its functioning and submission of report to the client within 30 days.
2. Replacement of hardware in case of theft, fire, physical damages through insurance cover for the entire infrastructure during the lease period of three (3) years.
3. Keep the infrastructure including Hardware, software, networking up & in running condition as per the service levels prescribed by providing the required support and services.
 - Deploying support engineers to ensure the service level/ uptime agreed in the Service Level Agreement (SLA) at appropriate locations for maintenance, trouble-shooting and repair purposes.
 - Stocking of required spares of hardware items at appropriate locations in the State for quick response and resolution time.
 - The Selected Bidder shall be required to setup at-least five storage centre for spares parts and with adequate number of resident engineer in each of the 20 districts across the State Punjab for service support.

Battery replacement

4. Old batteries shall be replaced with new batteries within 3 months after the signing of the contract agreement. The HMSP will submit the installation and acceptance report to the client.

System Software

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

Bid conditions

- 1.1 This invitation to the Bidders is for selecting the Hardware Maintenance Service Provider (HMSP) for 3-year Operation & Maintenance Contract of Existing IT infrastructure.
- 1.2 Bidders are advised to study the Tender Document carefully. Submission of Tender shall be deemed to have been done after careful study and examination of the Tender Document with full understanding of its implications.
- 1.3 Sealed offers prepared in accordance with the procedures enumerated in Clause 2.1 should be submitted to the **PICTES, Punjab** not later than the date and time laid down, at the address given in the **Schedule for Invitation to Bid** under Clause 1.8. (Given below)
- 1.4 The Bidder must furnish Earnest Money Deposit (EMD) for Rs. 5,00,000/- (Rs. Five lac) in favour of **DGSE, PICTES, Punjab, "payable at Chandigarh"**, in the envelope containing the Pre-Qualification bid. Failing which the bid will be rejected.
- 1.5 This Tender document is not transferable.
- 1.6 The Department of School Education reserves the rights to reject any bid or all the bids without assigning any reasons and revising quantity, fine-tuning

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specifications as per requirement of Government of Punjab before opening the commercial bids.

- 1.7 The bidder will accept all conditions of the Bid Document unconditionally or depending upon the decisions of the Tender Evaluation Committee

1.8 Schedule for Invitation to Tender:

- a) Name of the Client:

**Punjab ICT Education Society (PICTES), Punjab
SCO 104-106, 3rd Floor, Sector 34 A, Chandigarh**

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

**Punjab ICT Education Society (PICTES), Punjab
SCO 104-106, 3rd Floor, Sector 34 A, Chandigarh**

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

**Punjab ICT Education Society (PICTES), Punjab
SCO 104-106, 3rd Floor, Sector 34 A, Chandigarh
at 25th September, 2009 at 3:00 pm**

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

Up-to 2:00 pm on 8th October, 2009

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

**Punjab ICT Education Society (PICTES), Punjab
SCO 104-106, 3rd Floor, Sector 34 A, Chandigarh
at 2:30 pm 8th October, 2009**

- f) Technical bids of only the Pre-qualified bidders will be **opened and scrutinized at the same time (same date as 'e' above)** and if need be, on the following day(s) to be announced on the spot.

- g) Date till which the bid is valid: **120 days from last date of submission of bids.**

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

SECTION II

INSTRUCTIONS TO BIDDERS

A INTRODUCTION

1 PROCEDURE FOR SUBMISSION OF BIDS

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

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

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

A. PRE QUALIFICATION BID

B. TECHNICAL BID

C. COMMERCIAL BID

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

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

1.4 **Technical Bids** of only those Bidders will be opened who qualify the **Pre-Qualification round** after the initial processing of pre-qualification bid on the same day or at a date and time to be notified on the same day. The technical specifications may be fine-tuned before calling for the revised Commercial bids.

1.5 **A minimum time of 4 days** would be allowed for the submission of the **revised Commercial Bids**, if so required, based on the fine tuned specification as in Para 1.4 or otherwise by only those Bidders who will qualify both the Pre-Qualification Bid and the Technical Bid and would be **opened immediately thereafter**.

1.6 Each copy of the Pre-qualification document should be covered in a separate sealed cover super-scribing the wording '**Pre-qualification**

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document'. Both copies should be separately marked as **"original copy"** and **"first copy" respectively**. Thereafter, both the copies should be put in a single sealed cover super-scribing the wording **"Pre-qualification document for Selection of Hardware Maintenance Service Provider (HMSP) for phase-I of ICT project"**.

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

2. COST OF TENDER DOCUMENT

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

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

5. AMENDMENT OF TENDER DOCUMENT.

- 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.

B. PREPARATION OF BIDS

6. LANGUAGE OF BIDS

6.1 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):

Pre-Qualifying Document shall consist of following: -

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

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- g) The bidder must have at-least 50 field engineers for repair and maintenance support on the direct payroll of Bidder Company. Attach the list mentioning their Name, Mobile Number, PF number, ESI Number, Place of Posting and Qualification.
- h) The Bidder must be authorized OEM partner for the existing hardware for atleast last 3 years if not OEM.
- i) The Bidder must have valid PAN issued by Income Tax Authorities, India. Attach copy.
- j) The Bidder must have valid Service Tax No., Sales Tax/ VAT No. Attach copy.
- k) Bidder must have Online Call Registration System and a dedicated Call Centre with toll free numbers to register the hardware related complaints. The list of Phone Numbers of Call Centre and the URL of Online Call Registration System will be intimated before signing the contract. If toll free number facility is not existing, the bidder will arrange the facility before start of support services
- l) The spares to be replaced under this contract should be of same or higher specifications of the already installed in the schools. The Bidder shall give a certificate regarding the use of quality & genuine components for IT Resources as per Performa V.
- m) The client reserves the right to carry out the capability assessment of the Bidders and the client's decision shall be final in this regard.

Technical Bid shall consist of the following: -

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

Commercial Bid consisting of the following: -

The commercial bid consist of two parts.

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

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quoted leased charges (under Part-I of Price Bid) as per given quantities.

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

SECTION -III

Terms and conditions of the tender

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

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

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

3. Standard of performance

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

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to this contract, as faithful advisors to the client and shall, at all times, support and safeguard the clients legitimate interests in any dealings with the third party.

3.3 Terms and conditions of performance.

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

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4. Use of contract documents and information

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

5. Schedule of payment

- 5.1 The entire amount shall be released in six equal half-yearly installments during lease period of three (3) years.
- 5.2 For a particular year, an annual payment of O&M amount will be released in two equal installments on the submissions of bills by the Hardware Service Provider (HMSP) after deducting the penalties, if any, based on the SLA parameters.
- 5.3 The fault logging system/ log registers maintained in the schools/locations will determine the level of services according to Service Level Agreement. **PICTES** will process the submitted bills as per data available in the database of fault logging system.
- 5.4 No part payment will be made.

6 Price fall

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

7. Taxes and duties

The bidder shall be entirely responsible for all taxes, duties, and license fees etc if any.

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8. INSURANCE:

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

9. Liquidated damages

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

- Per week, 1% of the total contract value shall be deducted for unattended schools subject to maximum of 4% (4 weeks).
- After 4 weeks, the penalties shall be doubled.

10 Termination for default

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

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

11. Termination for solvency

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

12. Termination for convenience

The client may by written notice send to the vendor, terminate the contract in whole or in part at any time for its convenience. The notice of termination shall specify that termination is for client's convenience, the extent to which performance of work under the contract is terminated, and the date on which such termination becomes effective.

13 "No claim certificate

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

14. Suspension

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

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

15. HMSP's service support personnel

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

16. HMSP Project Manager

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

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

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

18. Confidentiality

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

19. Force Majure

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

19.2 For purposes of this Clause, "Force Majeure" means an event beyond the control of the HMSP and not involving the HMSP and not involving the HMSP fault or negligence and not foreseeable. Such events may include,

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but are not restricted to, acts of the client either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes

- 19.3 If a Force Majeure situation arises, the HMSP shall promptly notify the client in writing of such conditions and the cause thereof. Unless otherwise directed by the client in writing, the HMSP shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. The client may terminate this contract, by giving a written notice of minimum 30 days to the HMSP, if as a result of Force Majeure, the HMSP being unable to perform a material portion of the services for a period of more than 60 days.

20. Governing language:

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

21. Other Conditions

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

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Section IV

SCOPE OF WORK

Information & Communication Technology (ICT) project

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

In the first phase of the project, 1307 **Government Upper Primary Schools** in urban & rural areas across the State were covered. Infrastructure such as computers, UPSs, voltage stabilizers, Dot matrix printers, networking of computer lab and system & application software was installed in each lab of these Schools. The hardware was procured on five-year lease from M/s HCL Infosystems Ltd. and software from M/s Microsoft under Partners-In-Learning (PIL) programme. The term of contract with HCL Infosystems Ltd will be expiring on 14th Oct, 2009.

Punjab ICT Education Society (PICTES) now intends to outsource the Operation and maintenance (O&M) including insurance of the existing hardware & software at 1307 government upper primary schools under ICT project phase-I for a period of next three (3) years after expiry of the contract. The selected Hardware Maintenance Service Provider (HMSP) will be paid total service cost in six-equal six monthly installments for providing operational and maintenance support for the IT infrastructure of PICTES during 3-year period.

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

Number of Government Primary Schools – 1307		
Sr. No.	Item Description	Phase I
b.	Server computers with Windows Server 2003 OS (HCL Server)	1653
b.	Desktop Computers with Windows XP professional OS (HCL Server)	16666
c.	Dot Matrix Printers (DMPs) - Epson make	1653
d.	2 KVA Line interactive UPSs with 2 hours battery backup	1676
e.	3 KVA Line interactive UPSs with 2 hours battery backup	843
f.	Stablizer (installed before UPS systems)	2519
g.	Local Area Network (LAN) including Networking components	1653
h.	System Software – MS Visual Studio.Net, Encarta, MS Office Professional, MS Windows	-

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

Hardware

1. Inspection of the entire infrastructure to take stock of present status of its functioning and submission of report to the client within 30 days.
2. Replacement of hardware in case of theft, fire, physical damages through insurance cover for the entire infrastructure during the lease period of three (3) years.
3. Keep the infrastructure including Hardware, software, networking up & in running condition as per the service levels prescribed by providing the required support and services.
 - Deploying support engineers to ensure the service level/ uptime agreed in the Service Level Agreement (SLA) at appropriate locations for maintenance, trouble-shooting and repair purposes.
 - Stocking of required spares of hardware items at appropriate locations in the State for quick response and resolution time.
 - The Selected Bidder shall be required to setup at-least five storage centre for spares parts and with adequate number of resident engineer in each of the 20 districts across the State Punjab for service support.

Battery replacement

4. Old batteries shall be replaced with new batteries within 3 months from the date of signing of contract agreement. The HMSP will submit the installation and acceptance report to the client.

System Software

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

List of Government schools where ICT infrastructure is installed

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

Detailed technical configuration of ICT Infrastructure

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

Sr. No.	Item Description and make	Detailed technical configurations	
1.	Server Computer	CPU	P4 2.8 Ghz ,800 FSB, 1MB L2 Cache,

Request For Proposal (RFP) for Maintenance of Hardware - PICTES

Sr. No.	Item Description and make	Detailed technical configurations	
	(HCL Infiniti)	Motherboard	Intel 865 Chipset 2*IDE Slots
		Hard Disk	80 GB HDD
		Memory	2*256 MB DDR1 RAM
		Combo Drive	DVD CDR Combo Drive IDE
		FDD	1.44 MB
		Modem	56 KBPS internal Modem
		Monitor	15" SVGA Color Monitor
		Keyboard	107 Keys KBD
		Sound	Integrated Sound With Internal Speaker
		Mouse	Ball Mouse with PAD
		Ports	1*Serial, 1*Parallel, 2*PS/2, 1*VGA, 4*USB
		Cabinet	Micro ATX Tower Cabinet
		SMPS	ATX 160 W
		LAN	Intel Pro 10/100
		Operating System	Window 2003 Server
		Antivirus	Etrust Anti Virus
2.	Desktop Computer (HCL Infiniti)	CPU	Celeron 2.4 Ghz, FSB 400, 512KB L2 Cache,
		Motherboard	Intel 845 Chipset
		Memory	256 MB DDR1 RAM
		Hard Disk	IDE 40 GB HDD
		Monitor	15" SVGA Color Monitor
		Keyboard	107 Keys KBD
		Mouse	Ball Mouse with PAD
		Ports	1*Serial, 1*Parallel, 2*PS/2, 1*VGA, 2*USB
		Cabinet	Micro ATX Tower Cabinet
		CD ROM	52 X CDROM IDE
		SMPS	ATX 200 W
		LAN	Intel Pro 10/100
		Sound	Integrated Sound With Internal Speaker
		Operating System	Window XP
		Anti Virus	Etrust Anti Virus
			•
	3. UPS Line Interactive (APC/ TVSE make)	2 KVA UPS with Minimum 2 hours backup time	
	4. UPS Line Interactive (APC/ TVSE make)	3 KVA UPS with 2 hours backup time	
	4. Networking components	16 port 10/ 100 Mbps Switch, 15 * I/O, Patch cords and other structured cabling material in each lab – as per requirements of the site	
	5. Printer	Epson Dot Matrix Printer (DMP) – 300 cps, 9 pin, 80 col.	

Request For Proposal (RFP) for Maintenance of Hardware - PICTES

Sr. No.	Item Description and make	Detailed technical configurations
	(Epson)	
6.	System Software	Working Support and maintenance of system software products – Windows 2003 Server, Visual Studio.Net, Encarta, MS office Professional

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

Request For Proposal (RFP) for Maintenance of Hardware - PICTES

SECTION-V

BID DATA SHEETS

PROFORMA -I

BID PROPOSAL SHEET

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

To

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

Subject: Proposal for Operation and Maintenance (O&M) of existing ICT infrastructure purchased under phase I of ICT project

Dear Sir,

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

2 PRICE AND VALIDITY

2.1 All the prices mentioned in our proposal are in accordance with the terms as specified in bidding documents. All the prices and other terms and conditions of this proposal are valid for a period of 120 days from the last date of submission of bids.

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

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

3 EARNEST MONEY

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

Request For Proposal (RFP) for Maintenance of Hardware - PICTES

4 QUALIFYING DATA

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

5. CONTRACT PERFORMANCE SECURITY

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

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

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

Thanking you,

Yours faithfully,

(Signature)

Date:

Name :

Place:

Designation:

Business Address:

Seal

Request For Proposal (RFP) for Maintenance of Hardware - PICTES

PROFORMA -II

PARTICULARS OF TENDERER

TENDERER'S PARTICULARS FOR TENDER NO. 2009/ICT project/ maint/ Ph-1

1. Name of the Bidder : _____
2. Address of the Bidder : _____

3. Year of Establishment : _____
4. Name of the affiliated firms (if any) : _____
(Attach separate annexure) _____
5. Bidder's proposal number & date : _____
6. Name & address of the officer : _____
to whom all references shall _____
be made regarding this tender _____
7. Annual turnover of the firm for the : _____
last 3 successive years .
8. Name of the Dept./Institution : _____
where such maintenance services _____
has already been provided _____
(Attach separate annexure) _____

Telex
Telephone
Fax No.

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

Witness:

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

Company Seal
(With Name & Designation
Of the person signing the tender)

Request For Proposal (RFP) for Maintenance of Hardware - PICTES

PERFORMA-III

CHECKLIST & ORDER IN WHICH DOCUMENTS ARE SUBMITTED

(To be filled by the bidder)

Name of Vendor: _____

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

Request For Proposal (RFP) for Maintenance of Hardware - PICTES

	support on the direct payroll of Bidder Company. Attach the list mentioning their Name, Mobile Number, PF number, ESI Number, Place of Posting and Qualification			
8.	The Bidder must be authorized OEM partner for the existing hardware for atleast last 3 years if not OEM			
9.	The Bidder must have valid PAN issued by Income Tax Authorities, India. Attach copy.			
10.	The Bidder must have valid Service Tax No., Sales Tax/ VAT No. Attach copy			
11.	Bidder must have Online Call Registration System and a dedicated Call Centre with toll free numbers to register the hardware related complaints. The list of Phone Numbers of Call Centre and the URL of Online Call Registration System will be intimated before signing the contract. . If toll free number facility is not existing, the bidder will arrange the facility before start of support services			
12.	The spares to be replaced under this contract should be of same or higher specifications of the already installed in the schools. The Bidder shall give a certificate regarding the use of quality & genuine components for IT Resources as per Performa V			
13.	The client reserves the right to carry out the capability assessment of the Bidders and the client's decision shall be final in this regard			

Performa-IV

PRICE SCHEDULE (In Rs.) – Part I

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

Unit Amount to be paid per installment (In Crores) (Half-yearly)	
In figure:	
In words:	Only

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

(Signature)/Seal

Request For Proposal (RFP) for Maintenance of Hardware - PICTES

Performa-IV

PRICE SCHEDULE (In Rs.) – Part II

Unit O&M cost

Sr. No.	Item Desc.	Unit O&M cost (inclusive of all taxes)
1.	Server Computer	
2.	Desktop Computer	
3.	2 KVA UPS Line Interactive	
4.	3 KVA UPS Line Interactive	
5.	Stablizer (Installed before UPS systems)	
6.	Networking components 16 port 10/100 Switch, 15 I/O, Patch Cord and other structured cabling material in each lab	
7.	Epson Dot Matrix Printer (DMP)	
8.	System Software – Working support	
9.	Batteries for 2 KVA Line Interactive UPS systems	
10.	Batteries for 3 KVA Line Interactive UPS systems	
11.	Buy-back cost of existing Batteries of 2 KVA Line Interactive UPS systems	
12.	Buy-back cost of existing Batteries for 3 KVA Line Interactive UPS systems	

(Signature)/Seal

Performa-V

CERTIFICATE

Use of new, genuine and quality components for IT Resources

This has reference to outsourcing the Operation and Maintenance (O&M) of ICT infrastructure against the **bid no. 2009 / ICT project/maint/Ph-1** dated _____.

We hereby undertake that the spares to be replaced under this contract should be of same or higher specifications of the already installed in the schools. It is also certified that no refurbished/ duplicate/ second-hand components/ parts/assembly/ software shall be used.

We shall also submit a certificate that while repair and maintenance of any equipment, we shall be using genuine components for that equipment from the OEM supplier.

In case we are found not complying with above indicated undertaking during the service period of 5 years, we allow the **PICTES** to take appropriate action (e.g. Forfeiture of Bank Guarantee/ EMD / balance O&M amount).

Authorized signatory

Service Level Requirements

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

A. Working Time

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

B. Help Desk Response Time

Definition	Time in which a complaint / query is responded to by the IT service management.			
Service Level Requirement	The Help Desk Response Time benchmarks provided here are guidelines for THSP to implement.			
Measure of Service Level Parameter	Any Help Desk query should be classified in following three categories:			
	<ul style="list-style-type: none"> ➤ Service Level 1 (S1): Problems affecting all users in a School. ➤ Service Level 2 (S2): Problems affecting more than five users in a School but not all users. ➤ Service Level 3 (S3): Problems affecting less than five users in a School. 			
	The Selected vendor should provide service as per the following requirements:			
	Type of Query	On-Site Response Time (if required)	Helpdesk Response Time	Report to DSE (via defined email / fax / telephone / SMS)
	S1	Next working day	30 minutes	5 minutes
S2	Two working days	1 hour	8 hours	
S3	Three working days	2 hours	Weekly as part of Help Desk logs	

C. Help Desk Requirements Time

Definition	Time in which a complaint / query is resolved after it has been responded to by the IT service management.								
Service Level Requirement	The Help Desk Response Time benchmarks provided here are guidelines for THSP to implement.								
Measure of Service Level Parameter	<p>Any Help Desk query should be classified in following three categories:</p> <ul style="list-style-type: none"> ➤ Resolution Level 1 (RL1): Queries whose resolution requires additional investment in components or time. For example, purchase of printer, software bug fixing etc. ➤ Resolution Level 2 (RL2): Queries whose resolution requires replacement of hardware or software parts, which will require significant interruption in working of that component. For example, installation of operating system, replacement of switch etc. ➤ Resolution Level 3 (RL3): Queries whose resolution requires changes in configuration of hardware or software, which will not significantly interrupt working of that component. For example, installation of printer on a client, replacement of LAN chord etc. <p>The Selected vendor should provide service as per the following requirements:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 30%;">Type of Query</th> <th>On-Site Response Time (if required)</th> </tr> </thead> <tbody> <tr> <td align="center">R1</td> <td>As mutually agreed by School and the selected vendor on case-to-case basis subjected to 6-7 working days. If beyond 7 days, permission of HQ, DSE is required to be obtained.</td> </tr> <tr> <td align="center">R2</td> <td>Three working days</td> </tr> <tr> <td align="center">R3</td> <td>One working day</td> </tr> </tbody> </table>	Type of Query	On-Site Response Time (if required)	R1	As mutually agreed by School and the selected vendor on case-to-case basis subjected to 6-7 working days. If beyond 7 days, permission of HQ, DSE is required to be obtained.	R2	Three working days	R3	One working day
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R2	Three working days								
R3	One working day								

Request For Proposal (RFP) for Maintenance of Hardware - PICTES

D. Up-time

Definition	Up-time is defined as the percentage of the total available time during which the equipment is available / performing..						
Service Level Requirement	The up-time for each site measured on a six monthly basis (in tune with the payment cycle) should be more than or equal to 97%.						
Measure of Service Level Parameter	<p>For each laboratory (lab), the uptime in a 6 month period will be calculated as:</p> <table border="1" data-bbox="444 594 1446 999"> <tr> <td data-bbox="444 594 662 768">Total available hours</td> <td data-bbox="662 594 1446 768"> = 9 working hours per day * working days in the six month period * { No. of Servers + No. of PCs + No. of Switches + No. of DMPs + No. of UPSs + No. of Stabilizers } in a lab </td> </tr> <tr> <td data-bbox="444 768 662 999">Total downtime hours</td> <td data-bbox="662 768 1446 999"> = downtime in hours for all Servers * 5 + downtime in hours for all PCs * 1 + downtime in hours for all Switches * 4 + downtime in hours for all DMPs * 1 + downtime in hours for all UPSs * 5 + downtime in hours for all Stabilizers * 3 </td> </tr> </table> <p align="center"> $\text{Average up-time} = \left(1 - \frac{\text{Total downtime hours}}{\text{Total Available hours}} \right) * 100\%$ </p> <p>The Selected vendor should provide software / tools / mechanisms to measure the same. Thee tool / mechanism should be able to provide DSE / School with historical information about the up-time & down-time of the equipment.</p>	Total available hours	= 9 working hours per day * working days in the six month period * { No. of Servers + No. of PCs + No. of Switches + No. of DMPs + No. of UPSs + No. of Stabilizers } in a lab	Total downtime hours	= downtime in hours for all Servers * 5 + downtime in hours for all PCs * 1 + downtime in hours for all Switches * 4 + downtime in hours for all DMPs * 1 + downtime in hours for all UPSs * 5 + downtime in hours for all Stabilizers * 3		
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Penalty for non-achievement of Service Level Requirement	<p>For each lab, penalties will be levied as:</p> <table border="1" data-bbox="444 1356 1446 1617"> <thead> <tr> <th data-bbox="444 1356 696 1430">Up-time</th> <th data-bbox="696 1356 1446 1430">Penalty</th> </tr> </thead> <tbody> <tr> <td data-bbox="444 1430 696 1503">97% or more</td> <td data-bbox="696 1430 1446 1503">- Nil -</td> </tr> <tr> <td data-bbox="444 1503 696 1617">Less than 97%</td> <td data-bbox="696 1503 1446 1617"> = 0.5% * { (Total Payment due) / (No. of Labs) } * { 97 – (actual up-time in percentage) } </td> </tr> </tbody> </table>	Up-time	Penalty	97% or more	- Nil -	Less than 97%	= 0.5% * { (Total Payment due) / (No. of Labs) } * { 97 – (actual up-time in percentage) }
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