



Request For Proposal (RFP)

for Selection of Agency for Supply, Installation and
Commissioning of Apple iPad Pro and other items at
Punjab Vidhan Sabha

Tender Reference No: DGRPG/NeVA/2023/01

Date of Publishing of RFP: 19th January 2023

**Department of Governance Reforms & Public Grievances,
Govt. Of Punjab**

**Plot No. D-241, Industrial Area,
Phase – 8B, Sector – 74, Mohali – 160071**

Table of Contents

Table of Contents	2
Disclaimer	4
Notice Inviting e-Bids.....	7
Fact Sheet	8
1 Definitions	10
1.1 Abbreviations.....	10
1.2 Definitions	11
2 Introduction	14
3 Project Background	15
4 Scope of Work.....	16
5 Instructions to Bidders	18
5.1 General.....	18
5.2 Compliant Bids/Completeness of Response	19
5.3 Bidder to Inform.....	19
5.4 Pre-Bid Meeting & Clarifications.....	20
5.4.1 Bidders Queries	20
5.4.2 Responses to Pre-Bid Queries and Issue of Corrigendum	20
5.5 Language of Bid	21
5.6 Termination:.....	21
5.6.1 Termination for default	21
5.6.2 Termination for Insolvency	21
5.6.3 Termination for Convenience	21
5.7 Force Majeure	22
5.8 Key Requirements of the Bid.....	23
5.8.1 Tender Fees	23
5.8.2 Earnest Money Deposit (EMD).....	24
5.8.3 Submission of Responses	24
5.8.4 Consortium	25

5.9 Bid Evaluation Process	25
5.9.1 Eligibility Criteria Evaluation:	26
5.9.2 Financial Bid Evaluation:	26
5.9.3 Reverse Auction (RA).....	27
5.10 Resolution of Disputes	28
5.11 Eligibility Criteria	29
6 Award of Contract.....	33
7 Contract period.....	34
8 Performance Security	34
9 Payment Terms	35
10 SLA and Penalties	35
11 Appendix-I	38
11.1 Form 1: Cover Letter.....	38
11.2 Form 2: Particulars of the Bidder	40
11.3 Form 3: Compliance Sheet for Eligibility Criteria	42
11.4 Form 4: Certificate of Turnover and Net Worth	50
11.5 Form 5: Certificate of Experience.....	51
11.6 Form 6: After Sales Service Certificate	52
11.7 Form 7: Self-Certificate for Non-Blacklisting.....	54
11.8 Form 8: Escalation Matrix	55
11.9 Form 9: Undertaking for Life of Equipment Supplied.....	56
11.10 Form 10: Delivery Form	57
11.11 Form 11: User Acceptance Form (Installation and Commissioning)	58
11.12 Form 12: Authorization Letter	59
12 Appendix-II.....	60
12.1 Bill of Quantity and Specifications	60
12.2 Location Wise Item Quantities To Be Delivered	62
12.3 Condition of Items Supplied:	62

Disclaimer

The information contained in this Request for Proposal Document (hereinafter known as "RFP Document") or subsequently provided to Bidders in documentary form by or on behalf of Department of Governance Reforms and Public Grievances, Government of Punjab or any of their representatives, employees or advisors (collectively referred to as "Purchaser/DGR & PG"), is provided to Bidder(s) on the terms and conditions set out in this RFP Document and any other terms and conditions subject to which such information is provided.

This RFP Document is not an agreement and is not an offer or invitation by the Representative(s) to any party other than the entities, who are qualified to submit their Proposal ("Bid"). The purpose of this RFP Document is to provide The Successful Bidder with information to assist the formulation of their Proposal. This RFP Document does not purport to contain all the information each Bidder may require. This RFP Document may not be appropriate for all persons, and it is not possible for Purchaser to consider the investment objectives, financial situation and needs of each bidder who reads or uses this RFP Document. Each Bidder should conduct their own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP Document and wherever necessary, obtain independent advice from appropriate sources.

The Purchaser make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the RFP Document.

The information provided in this RFP to The Successful Bidder(s) is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Purchaser accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The Purchaser, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Bid stage.

The Purchaser also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.

The Purchaser may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.

The issue of this RFP does not imply that the Purchaser is bound to select a Bidder or to appoint the Successful Bidder, as the case may be, for supply, installation and commissioning of the hardware items as defined in this RFP. Purchaser reserves the right to reject all or any of The Successful Bidders or Bids without assigning any reason whatsoever.

The Successful Bidder shall bear all its costs associated with or relating to the preparation and submission of its e-Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Purchaser or any other costs incurred in connection with or relating to its e-Bid. All such costs and expenses will remain with The Successful Bidder and the Purchaser shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the e-Bid, regardless of the conduct or outcome of the tendering process.

This RFP is being issued with no financial commitment and Purchaser reserves the right to withdraw the RFP and change or vary any part thereof or foreclose the same at any stage.

Notice Inviting e-Bids

Government of Punjab
Department of Governance Reforms and Public Grievances
RFP Reference Number: DGRPG/NeVA/2023/01

Department of Governance Reforms and Public Grievances, Government of Punjab (Purchaser) invites bids from prospective bidders ('Bidders') of repute for Supply, Installation & Commissioning of Apple iPad Pro and other line items at Punjab Vidhan Sabha, Chandigarh.

Interested Bidders are requested to submit their proposals along with the necessary documents as indicated in this RFP document. This document can be downloaded from <https://dgrpg.punjab.gov.in> as well as the eProc portal <https://eproc.punjab.gov.in> from 19th January 2023, 11:00 AM onwards. .

Closing date and time to submit the bids on state e-procurement portal i.e. <https://eproc.punjab.gov.in/> is 20th February by 5:00 PM.

Director

Fact Sheet

The Bidders are requested to refer this **Fact Sheet** comprising of important factual data in the RFP.

S. No.	Particulars	Details
1.	Assignment Title	RFP for Selection of Agency for Supply, Installation and Commissioning of Apple iPad Pro 12.9 inch.
2.	Purchaser	Department of Governance Reforms & Public Grievances on behalf of Punjab Vidhan Sabha
3.	Issue of Bidding Document/ RFP	19 th January 2023, 11:00AM Onwards
4.	Last date of submission of queries via email	29 th January 2023 by 5:00 PM
5.	Pre-Bid Meeting and Venue	30 th January 2023, 12:00PM Onwards Venue: Plot No. D-241, Industrial Area, Phase – 8B, Sector – 74, Mohali – 160071
6.	Last date of submission of Bid	20 th February 2023, 5:00PM
7.	Date and time of opening of pre-qualification bids	22 nd Feb 2023, 11:00AM
8.	Financial Bid evaluation	To be intimated later
9.	Reverse Auction	To be intimated later
10.	Bid Submission	The Bidder should submit the Bid per line item, only on State e-Procurement portal, https://eproc.punjab.gov.in
11.	Cost of RFP document & mode of payment	Rs. 5,000/- (Rs. Five thousand only) + processing fee as mentioned on State e-Procurement portal

S. No.	Particulars	Details
		https://eproc.punjab.gov.in through online mode.
12.	Earnest Money Deposit (EMD) through online mode	Bidders shall submit, EMD as specified in table below through online mode on https://eproc.punjab.gov.in.EMD amount will Rs 5,00,000/- only
13.	Method of Selection	Cost Based Selection (CBS) / Lowest cost or L1
14.	Performance Security	5% of the Contract Value/ Work order (item wise) discovered through E-tendering process
15.	Tender Availability	https://eproc.punjab.gov.in and https://dgrpg.punjab.gov.in
16.	Language of bid	English
17.	Bid validity	180 days from the last date of submission of the bid.
18.	Place of Execution	Punjab Vidhan Sabha, Sector 1, Chandigarh
19.	Address and Email for Communication	Plot No. D-241, Industrial Area, Phase – 8B, Sector – 74, Mohali – 160071 E-Mail Id: anwar@punjab.gov.in

1 Definitions

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

1.1 Abbreviations

S. No	Abbreviations	Full Form
1.	AMC	Annual Maintenance Contract
2.	BOM	Bill of Material
3.	BOQ	Bill of Quantity
4.	CA	Chartered Accountant
5.	DGR&PG	Directorate of Governance Reforms & Public Grievances
6.	DPI	Dots per inch
7.	EMD	Earnest Money Deposit
8.	FY	Financial Year
9.	GoP	Government of Punjab
10.	GoI	Government of India
11.	GSTN	Goods and Service Tax Number
12.	HDD	Hard Disk Drive
13.	I/O	Input/output
14.	INR	Indian National Rupees
15.	IPR	Intellectual Property Right
16.	ISO	International Organization for Standardization
17.	LAN	Local Area Network
18.	LED	Light-emitting diode
19.	MAF	Manufacturer's Authorization Form
20.	MP	Mega Pixel
21.	NeVA	National eVidhan Application
22.	NIT	Notice Inviting Tender
23.	O&M	Operation and Maintenance

24.	OEM	Original Equipment Manufacturer
25.	PAN	Permanent Account Number
26.	PBG	Performance Bank Guarantee
27.	PO	Purchase Order
28.	PoA	Power of Attorney
29.	PQ	Pre-Qualification
30.	PSU	Public Sector Undertaking
31.	PVS	Punjab Vidhan Sabha
32.	RFP	Request for Proposal
33.	SSD	Solid State Device
34.	SLA	Service Level Agreement
35.	SoW	Scope of Work
36.	UAT	User Acceptance Testing

1.2 Definitions

S.No	Acronym	Definitions
1.	Authority	Administrative Secretary, Department of Governance Reforms and Public Grievances, Government of Punjab
2.	Authorized Representative	This means any person authorized by either of the Parties i.e. Bidder and Purchaser.
3.	Bid	Bid means proposal submitted by bidders in response to this RFP document issued by Purchaser.
4.	Bidder/ Applicant	Any company/firm/organization that submits a bid while competing with others, for providing services with respect to specific requirements as defined in this RFP Document.
5.	Central/ State Government Organization	Centre or State Government, Centre/State run PSUs, Statutory bodies or co-operative societies.

6.	Committee	This means the committee constituted by Department of Governance Reforms and Public Grievances, Government of Punjab for bid management process for selection of the Successful Bidder(s).
7.	Contract	Contract refers to contract entered between Department of Governance Reforms and Public Grievances, Government of Punjab and the Successful Bidder(s), together with all the documents mentioned therein including all attachments, annexures etc.
8.	Day	Any day including Saturday or Sunday or a public holiday (As declared by Govt. of Punjab).
9.	Request for Proposal (RFP)	This means this complete document and its annexures and any other documents provided for Selection of Agency/ies for Supply, Installation and Commissioning of various Hardware Items.
10.	Parties	This means Purchaser and Bidder, collectively
11.	Party	This means Purchaser or Bidder individually
12.	Purchaser / Department	Department of Governance Reforms and Public Grievances, Government of Punjab
13.	Similar Work	Similar Work here means "Supply / Installation / Commissioning of various Hardware Items - Apple iPad Pro 12.9 inch. Note: The Bidders should have the relevant experience w.r.t. the line item category for which he will be bidding.
14.	Specification	This means the document/standard that prescribes the requirement with which service has to conform.
15.	Successful Project	Project for which work order and completion certificate or any other relevant documentary proof of the work is available with the bidder

16.	Total Contract Value	This means maximum value payable to the Successful Bidder which is agreed between the Purchaser and the Successful Bidder for the project.
17.	Week	Designated time frame consisting of all seven days including any Public Holiday (as declared by Government of Punjab), Saturday and Sunday.

2 Introduction

The Department of Governance Reforms and Public Grievances has been created to improve the internal governance by bringing/introducing reforms in the present system of governance and to achieve good governance through the use of Information Technology (IT) tools.

To assist the department in the process of governance reforms, three key commissions namely Punjab Governance Reforms and Ethics Commission (PGREC), Punjab Transparency & Accountability in delivery of Public Service Commission and Punjab Right to Information Commission (PRTIC) have been brought under one umbrella, aiming towards inclusive growth and development in the State.

The Department of Governance Reforms & Public Grievances is the nodal department of the State Government for e-Governance initiatives. The Department of Governance Reforms is also Nodal State budget department for National eVidhan Application(NeVA) project to be executed in Punjab Vidhan Sabha .

Functions of DGR & PG are as below:

- a. All matters related to:
 - i. Administrative re-organization and streamlining of administration
 - ii. Reports of Administrative Reforms Commission
 - iii. Improvement in office procedure and systems
 - iv. Indian Institute of Public Administration, and
 - v. Formulation of policies regarding maintenance and retention of records

- b. Administrative Reforms and e-Governance in all departments of the Government, reports of the Administrative Reforms Commission and Punjab Governance Reforms Commission, National e-Governance Programme.

- c. Administration of the Right to Information Act.

- d. Management of State Data Centre, State Wide Area Network, State Service Delivery Gateway and related matters.
- e. Administration and all the matters of the Punjab Right to Service Act, 2011 and the Punjab Right to Service Commission.
- f. To formulate policy on the use of Information Technology in the State of Punjab.
- g. To formulate and implement a plan for induction of Information Technology at all levels, in coordination with the Government Departments concerned.
- h. To give Technical advice to all departments regarding adoption of suitable Information Technology systems for making appropriate arrangements to maintain the service.

3 Project Background

National eVidhan Application (NeVA) is a Mission Mode Project to digitize House proceedings and make the functioning of State Legislature paperless.

NeVA attempts to bring all the legislatures of the country together, at one platform and is based on the principle "One Nation, One Application". All legislatures will be on single platform for dissemination of information to all the stakeholders on real time basis. The application is device agnostic, which runs on Desktop, Laptop, iPad and smartphone.

NeVA empowers entire information needed by members in their hand held devices/Tablets and equips all the branches of Legislatures/Department to handle it efficiently. It is a powerful tool at the hands of citizens, by giving the citizens access to bills, the question-answers, the documents tables in the house in an easy manner. More details can be viewed at <https://neva.gov.in>.

DGR & PG intends to procure various IT equipments for Punjab Vidhan Sabha under NeVA Project. Proposals are hereby invited from eligible and

reputed Successful Bidder(s)/ies for Supply, Installation and Commissioning of Apple iPad Pro 12.9 inch as per technical specifications mentioned in this RFP (please refer Section 4). The selected Successful Bidder(s) shall be required to supply, install and commission various hardware items at Punjab Vidhan Sabha within the stipulated time period. The detailed scope of work is given below.

4 Scope of Work

DGR & PG will award the contract to the Successful Bidder(s) and the Successful Bidder(s) should deliver the hardware items as per the BOQ and specifications defined in Appendix II (12.1) at Punjab Vidhan Sabha. The warranty of quoted items should be Five years onsite comprehensive warranty from the date of installation. The installation, configuration and commissioning of the Hardware under this contract shall be remain under the scope of successful bidder. The successful bidder shall also integrate the system with NeVA

The Successful Bidder(s) shall ensure to cater the below mentioned process flow along with the instructions and the timelines:

- a. The work commences from the issue of Purchase Order from the Purchaser for Supply, Installation and Commissioning of Apple iPad Pro 12.9 Inch and other items. The Successful Bidder(s) shall be required to provide acceptance of the Purchase Order within 24-48 hours of issuance of the same.
- b. The Successful Bidder(s) needs to provide with the Performance Bank Guarantee (PBG) within 7 days of issuance of Purchase Order.
- c. The Successful Bidder(s) shall ensure to deliver the hardware items at Punjab Vidhan Sabha within 4 weeks from the date of acceptance of the Purchase Order and install 152 no. Apple iPad Pro as guided by System Analyst, PVS within Punjab Vidhan Sabha within 2-3 days from the date of delivery of IT hardware. The Successful Bidder(s) shall take the signoff from the authorized PVS official/ Officer on the quantity of the Hardware items delivered as per Appendix I (Form 10) and submit these signoff forms along with the copy of the invoice to Secretary, Punjab Vidhan Sabha.
- d. The Successful Bidder(s) shall ensure the installation, testing and commissioning of the ordered item at respective locations (please refer Appendix II (12.2)) and shall submit the proof of installation, User

Acceptance Report signed by an authorized PVS official/ Officer as per Appendix I (Form 11).

- e. In case of any reported damages during delivery/ installation/ commissioning, it shall be the sole responsibility of the Successful Bidder(s) to replace that particular hardware item as per the specified model and make in compliance with the specifications of the Hardware.
- f. The successful bidder will be responsible for providing 5 years onsite warranty.
- g. The said comprehensive warranty shall be deemed to commence from the date of issue of the letter for successful installation/Installation report of equipment by the indenting department.
- h. It shall be the responsibility of the successful bidder to keep the equipment in good working condition by providing necessary repairs/maintenance of during the comprehensive warranty period; otherwise it shall be treated as a non performance on the part of the vendor for penalty.
- i. The comprehensive warranty shall cover repair/replacement of all defective parts, if any, with the same or equivalent make for any part removed. Maintenance will be provided at site.
- j. Limited/carry in comprehensive warranty will not be accepted. The successful bidder will provide after sale service during the comprehensive warranty period from Tricity as per the after sales certificate attached at Annexure I-Form 6.
- k. The performance security submitted by the bidder shall be kept by DGRPG as a security against the comprehensive warranty period.
- l. The Successful Bidder(s) shall be responsible for the onsite warranty during the currency of the contract and shall ensure to replace/repair the faulty product within the specified timelines, failure to which shall lead to penalty as per the SLA or forfeiture of the PBG.
- m. The Successful Bidder(s) shall be responsible for overall co-ordination with their OEM (if any) for ensuring delivery of the hardware items at PVS within the stipulated timelines.
- n. Bidders shall not quote products, whose End of Sale/ End of Support/ End of Life has been declared by the OEM as on RFP submission date.
- o. The Successful Bidder(s) shall ensure that any hardware item supplied as part of this RFP would not reach End of Support during the warranty period of the hardware item. In the event if any hardware item

supplied by Successful Bidder(s) reaches end of support as stipulated in this clause during the warranty tenure of the product, Successful Bidder(s) shall immediately replace/upgrade the hardware item with equal or higher specification at no additional cost. In case the quoted model is declared as end of life before the delivery, the Successful Bidder(s) shall provide with the upgraded model of equal or higher specifications within the defined timelines of 4 weeks, failure to which shall lead to penalty as mentioned in this RFP.

5 Instructions to Bidders

5.1 General

- a. This RFP supersedes and replaces any previous public documentation & communications, and Bidders should place no reliance on such communications.
- b. While every effort has been made to provide comprehensive and accurate background information, requirements, and specifications, Bidders must form their own conclusions about the support required. Bidders and recipients of this RFP may wish to consult their own legal advisers in relation to this RFP.
- c. All information supplied by Bidders may be treated as contractually binding on the Bidders, on successful award of the assignment by the DGR & PG based on this RFP.
- d. No commitment of any kind, contractual or otherwise shall exist unless and until a formal written PO has been given by or on behalf of the DGR & PG. The DGR & PG may cancel this RFP at any time prior to a formal PO. However, once a Bidder has been selected through this e-tendering process and awarded a formal PO for execution of work as defined in this RFP and its corrigendum, the respective Bidder shall be bound to carry out all activities defined under this RFP for supply, installation and commissioning of hardware item as defined in this RFP. Post award, if the Selected Bidder retracts from carrying out such work, the EMD and/or Performance Security (if submitted) shall be forfeited, and Purchaser shall award the work to L2 bidder for that respective line item at the L1 rates and in case L2 denies to accept the Purchase Order, L3 shall be asked and so on.
- e. The Bidder shall be deemed to have satisfied itself fully before bidding as to the correctness and sufficiency of its Bid for the contract and price quoted in the Bid to cover all obligations under this RFP.

- f. The Bidder shall make all arrangements as part of the contract to supply as per scope of work at their own cost and transport. The entire cost for transportation to be borne by the Successful Bidder for supply, installation and commissioning of the hardware items throughout the State.
- g. Bids shall be submitted by the interested Bidders on the e-Procurement portal of Punjab <https://eproc.punjab.gov.in> before the time and date as defined in the Fact Sheet of this RFP.
- h. All RFP and corrigendum documents shall be available on DGR & PG website <https://dgrpg.punjab.gov.in/> and <https://eproc.punjab.gov.in> portal. Bidders are advised to check the e-Procurement portal of Punjab and DGR & PG website regularly for all updates regarding this RFP.
- i. Only online Bids shall be accepted. No other mode of Bid submission shall be accepted. If any of the attached documents are found to be forged/ fabricated/ false at any stage, the EMD/ Performance Bank Guarantee of the Bidder shall be liable to be forfeited/ encashed without prejudice to the right of the DGR & PG to proceed against the bidder legally.

5.2 Compliant Bids/Completeness of Response

- a. Bidders are advised to study all instructions, forms, requirements and other information in the RFP documents carefully. Submission of the Bid shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.
- b. Failure to comply with the requirements of the RFP may render the Bid non-compliant and the Bid may be rejected. Bidders must:
 - i. Comply with all the requirements as set out within this RFP.
 - ii. Submit the forms as specified in this RFP and respond to each element in the order as set out in this RFP.
 - iii. Include all supporting documentations specified in this RFP.

5.3 Bidder to Inform

The Bidder shall be deemed to have carefully examined and understood the complete RFP prior to submission of their Bid. If the Bidder has any doubts/ clarifications as to the meaning of any portion of the conditions or the specifications of the RFP or its subsequent corrigendum they shall, before

the last date for submission of Pre-Bid Queries, set forth thereof and submit them to DGR & PG in writing in order that such doubts are clarified.

In all matters regarding queries raised by Bidders on the clauses of the RFP, interpretation of clauses, scope, terms and conditions, instructions etc. as stated in this RFP and/or its subsequent corrigenda/addenda, if any, the decision of Authority shall be final and binding on all Bidders.

5.4 Pre-Bid Meeting & Clarifications

5.4.1 Bidders Queries

- a. DGR & PG shall hold a pre-bid meeting with the prospective Bidders as per the date and time defined in the Fact Sheet of this RFP.

The Bidders shall have to ensure that their queries for Pre-Bid meeting are submitted by email on or before the date and time as defined in the Fact Sheet of this RFP. The queries needs to be sent on the email id defined in the email for communication section in the Fact Sheet of this RFP.

- b. The queries should necessarily be submitted in the following format:

S. No.	RFP Document Reference(s) (Section & Page Number(s))	Content of RFP requiring clarification (s)	Proposed Change	Points of Clarification

- c. The Pre-Bid meeting shall be conducted to address any relevant queries or clarifications required to the prospective Bidders.
- d. Bidders are advised to attend the Pre-bid meeting in person so that all the discrepancies are resolved in a proper manner.

5.4.2 Responses to Pre-Bid Queries and Issue of Corrigendum

- a. The Corrigendum (if any) & clarifications to the relevant queries from Bidders shall be posted on the <https://eproc.punjab.gov.in> portal and <https://dgrpg.punjab.gov.in/>. Bidders are advised to check the portal and DGR & PG website frequently for all updates regarding this RFP.
- b. Any such corrigendum shall be deemed to be incorporated into this RFP and shall be considered as its part.
- c. In order to provide prospective Bidders reasonable time considering

the corrigendum, DGR & PG may, at its discretion, extend the last date for the receipt of Bids.

5.5 Language of Bid

The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and DGR & PG shall be written in English only.

5.6 Termination:

5.6.1 Termination for default

The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Successful Bidder, may terminate the contract in whole or in part:

- a) If the Successful Bidder fails to deliver any or all of the Goods/Services/Works within the period specified in the Contract, or within any extension thereof granted by the Purchaser.
- b) If the Successful Bidder fails to perform any other obligation under the Contract; or
- c) If the Successful Bidder, in the judgement of the Purchaser has violated Code of Integrity and/or engaged in fraud and corruption, in competing for or in executing the Contract.

5.6.2 Termination for Insolvency

The Purchaser may at any time terminate the Contract by giving notice to the Selected Bidder if the Selected Bidder becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Selected Bidder, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Purchaser.

5.6.3 Termination for Convenience

- a) The Purchaser, by the notice sent to Selected Bidder, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the supplier under

Contract is terminated, and the date upon which termination becomes effective.

- b) In the event of the successful bidder failing duly and properly to fulfill the order or committing breach of any of the terms & conditions of this order or repeatedly supplying goods liable to rejection hereunder or failing, declining, neglecting or delay to comply with any demand or requisition or otherwise not executing the same in accordance with terms of this contract or if the bidder or his agent or servants being guilty of fraud in respect of this contract or any of his partners or representatives found directing, giving, promising or offering any bribes, gratuity, gift loan, perquisite, reward or advantage pecuniary or otherwise to any person in the employment of Government in any way relating to such officers or person or persons, officer or employment or if the bidder or any of his partners become insolvent or apply for relief as insolvent debtor or commence any insolvency proceedings or make any composition with his/their creditors or attempts to do so, then without prejudice to DGR & PG as well as Punjab Vidhan Sabha's rights and remedies otherwise, DGR&PG on behalf of and in consultation with Punjab Vidhan Sabha shall be entitled to cancellation of order forth with and to blacklist the bidder and may claim back all or part of the money already paid to the bidder.

5.7 Force Majeure

a) The Successful Bidder 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.

b) For purposes of this Clause, "Force Majeure" means an exceptional event or circumstance:

- i) which is beyond a Party's control,
- ii) which such party could not reasonably have provided against before entering into the Contract (in this case acceptance of the PO).
- iii) which, having arisen, such party could not reasonable have avoided or overcome, and

iv) which is not substantially attributable to the other Party.

c) Force Majeure may include, but is not limited to, exceptional events or circumstances of the kind listed below, so long as conditions (i) to (iv) above are satisfied:

i) war, hostilities (whether war be declared or not), invasion, act of foreign enemies,

ii) rebellion, terrorism, sabotage by persons other than the Contractor's Personnel, revolution, insurrection, military or usurped power, or civil war,

iii) riot, commotion, disorder, strike or lockout by persons other than the Contractor's Personnel,

iv) munitions of war, explosive materials, ionizing radiation or contamination by radio-activity, except as may be attributable to the Successful bidders use of such munitions, explosives, radiation or radio-activity, critical health or environmental emergencies such as a pandemic and

v) natural catastrophes such as earthquake, hurricane, typhoon or volcanic activity.

d) If a Force Majeure situation arises, the Selected Bidder shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Selected Bidder shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

5.8 Key Requirements of the Bid

5.8.1 Tender Fees

- a. Bidders shall submit non-refundable Tender Fees of INR 5000/- (Rupees Five Thousand Only) on <https://eproc.punjab.gov.in>. The tender fees shall not be entertained in any other form and shall be denominated in Indian Rupees only. Proof of payment/ UTR shall be submitted as part of Bid.
- b. The Bidder can download the RFP documents from the <https://eproc.punjab.gov.in> portal and <https://dgrpg.punjab.gov.in>.

- c. Any additional processing fees to be borne by the Bidder only.

5.8.2 Earnest Money Deposit (EMD)

Bidders shall submit, along with their Proposals, an EMD as specified in table below on <https://eproc.punjab.gov.in>.

Item Category	Item Name	EMD (INR in figures)	EMD (INR in words)
A	All items	5,00,000	Five Lakh Only

- a. **Bidder needs to deposit the EMD online on the State e-Procurement portal only before the last date of submission of bid; failure to which shall lead to non-compliance of the bid and bid shall be considered as Non-Responsive.**
- b. No interest shall be payable on Earnest Money, in any case.
- c. The EMD shall be forfeited on account of one or more of the following reasons:-
1. Bidder withdraws its bid during the validity period as specified in this RFP document.
 2. Bidder fails to provide required information during the evaluation process.
 3. In case of a successful selection, the said Bidder fails to accept the PO due to any reasons.
 4. If a Bidder makes misleading or false representations in the forms, statements and attachments submitted in the bid documents.

5.8.3 Submission of Responses

- a. The Bidders shall submit their responses in two parts namely "Eligibility" and "Financial Bid". The online packets/ Folders containing the Bid shall include Scanned copies of all relevant documents as mentioned below, serial numbered, and duly signed and stamped on each page by the Bidder. All documents as required to be submitted need to be digitally signed or self-attested by the Authorized Signatory.
- b. All the pages of the Bid must be sequentially numbered and must contain the list of contents with page numbers.
- c. The bid submitted shall contain no interlineations or overwriting, except as necessary to correct errors made by the Bidder itself.

Any such corrections must be signed by the person (or persons) who sign(s) the Bids.

- d. Any default by the Bidder in respect of tender terms and conditions shall lead to rejection of the Bid.
- e. The Purchaser reserves the right to reject any or all Bids without assigning any reasons thereof.

f. Documents required as part of Eligibility Criteria

- i. Scanned copy of Acknowledgement Receipt generated towards non-refundable Tender Fees.
- ii. Scanned copy of Acknowledgement Receipt generated towards Earnest Money Deposit.
- iii. Cover Letter as per format given in Form 1 of Appendix-I.
- iv. Particulars of the Bidder as per format given in Form 2 of Appendix-I.
- v. Compliance sheet for eligibility criteria as per format given in Form 3 of Appendix-I and all supporting documents.

g. Financial Bid

- i. The Financial Bid should be submitted/ uploaded on <https://eproc.punjab.gov.in> portal only in the specified format defined by the Purchaser.
- ii. No scanned copy etc. of the financial bid/ proposal is to be submitted/ uploaded anywhere else during submission of the proposal. Non-adherence shall lead to rejection of the proposal submitted by the Bidder.
- iii. The Financial Bid should include all applicable taxes and duties, overhead & operational cost and GST shall be quoted extra in the price bid cell as defined in the Financial bid format.
- iv. **For total quantity required please refer Appendix II (12.1)).**

5.8.4 Consortium

No Consortium and Joint Venture is allowed for this engagement.

5.9 Bid Evaluation Process

- a. The Committee constituted by the Purchaser shall be evaluating the responses of the Bidders.

- b. Inability to submit requisite supporting documents/ documentary evidence as defined in this RFP, may lead to rejection.
- c. During evaluation, Committee constituted by the Purchaser reserves the right to seek clarifications from the Bidders in relation to their submitted Bids for supporting eligibility criteria or any other requirements of the RFP or its corrigenda or if the submitted Bids are illegible in part or full. Bidders shall submit all such clarifications timely to avoid rejection of their Bids.
- d. The decision of the Committee in the evaluation of responses to the RFP shall be final. No correspondence in this regard shall be entertained. Bidder is most welcome to place his submission in front of the Director, Governance Reforms in case he is not satisfied with the evaluation done by the committee.
- e. The Committee may ask for meetings with the Bidders to seek clarifications on their Bids.
- f. The Purchaser reserves the right to reject any or all Bids based on any deviations.

There would be two (2) stages for evaluation process. The Stages are:

- I. Eligibility Criteria Evaluation
- II. Financial Bid Evaluation

5.9.1 Eligibility Criteria Evaluation:

1. Purchaser shall constitute a Committee to evaluate the bids as per the eligibility criteria and requirements specified in this RFP submitted by Bidders. No correspondence will be entertained outside the process of evaluation with the Committee.
2. The bids submitted will be opened at time & date as specified in the Fact sheet of this RFP by the Committee or any other officer authorized by Committee, in the presence of Bidders or their representatives who may wish to be present at the time of bid opening.
3. Those Bidders whose bids are found to be responsive as per the Pre-qualification/Eligibility Criteria, shall further be eligible for Financial Bid evaluation.

5.9.2 Financial Bid Evaluation:

1. The next stage will be the Financial Bid wherein evaluation will be

done for bidders whose bid have been found responsive as per the Pre-Qualification/Eligibility Criteria as defined in section 5.11 of this document.

2. The Bidder as part of its Financial Bid shall account for all out of pocket and other expenses including all permits, approvals, travel cost, repairs etc. to be done during the warranty of the hardware item.
3. All the eligible Bidders shall be notified to participate in Financial Bid opening process.
4. After opening of financial Bids of the short-listed Bidders, if any discrepancy is noticed between words and figures, the amount indicated in words shall prevail.
5. The Bidder, who has submitted the lowest quoted bid for the proposed item category inclusive of the taxes, shall be selected as the L1 and shall be called for further process leading to Purchase Order.
6. On receiving the financial bids, Reverse Auction (RA) shall be practiced for one time and after that the item wise L1 shall be declared.
7. The Financial Bid should include all applicable taxes and duties, overhead & operational cost etc. and GST should be included separately in the Financial bid as per the defined format on the eProcurement portal.
8. Once the financial bid is opened and rates of the defined hardware item is discovered, purchaser reserves the right to increase or decrease the quantity of the hardware items.

5.9.3 Reverse Auction (RA)

- a. The Reverse Auction shall be allowed only once. The reverse auction will be conducted on scheduled date and time, which will be communicated to Bidders eligible to participate in Reverse Auction.
- b. Reverse Auction shall be conducted if two or more Bidders are commercially qualified i.e in case of two or more L1 Bidders for the same item category.
- c. In case of two or three qualified Bidders, there shall be no elimination of H1 Bidder (who has quoted highest price Bid).
- d. In case of four or higher qualified Bidders, the H1 Bidder shall be eliminated.

- e. RA timeline extension shall be allowed for a maximum of 6 attempts for the responsive bidders for each line item.
- f. For any queries related to RA, bidders shall take help from the help desk support at the following numbers:
0172-2970263, 2970284 and mobile number - 6284884511 (Punjab Government working days from 9am to 5pm) and email id: eproc@punjab.gov.in

5.10 Resolution of Disputes

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

- a. Amicable Settlement: Either party of the contract may send a written notice of dispute to the other party. The party receiving the notice of dispute will consider the Notice and respond to it in writing within 30 days after receipt. If that party fails to respond within 30 days, or the dispute cannot be amicably settled within 60 days following the response of that party, then the second Sub- clause of resolution of disputes shall become applicable.
- b. Arbitration: In case dispute arising between the Purchaser and the Successful Bidder, which has not been settled amicably, the Successful Bidder can request the Purchaser to refer the dispute for Arbitration under Arbitration and Conciliation Act, 1996 and amendments thereof. Such disputes shall be referred to the Arbitrator which shall be "Authority". The Indian Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof, shall apply to these arbitration proceedings. The decision of the arbitrator shall be final and binding upon both the parties. All arbitration awards shall be in writing and shall state the reasons for the award. The expenses of the arbitration as determined by the arbitrator shall be borne equally by the Purchaser and the Successful Bidder. However, the expenses incurred by each party in connection with the preparation, presentation and litigation shall be borne by the party itself.
- c. All legal disputes between the parties shall be subject to the jurisdiction of the Courts situated in Mohali, Punjab only.

5.11 Eligibility Criteria

Purchaser shall evaluate the Bids with respect to the minimum eligibility criteria as tabulated below. Bids not conforming to any of the minimum eligibility criteria shall be out rightly rejected. Purchaser may ask Bidder(s) for additional information to verify claims made in their eligibility document, at any point of time before opening of the financial bid.

S. No.	Eligibility Criteria	Supporting documents				
1.	Bidder should be either: <ul style="list-style-type: none"> • A company registered under the Indian Companies Act, 2013 / 1956 OR • A partnership firm registered under the Limited Liability Partnerships (LLP) Act, 2008 OR • A partnership firm registered under the Indian Partnership Act, 1932 	Any relevant document to prove that the Bidder is a legal entity like Certificate of Incorporation, Certificate of Registration, Partnership deed, etc.				
2.	The Bidder must have valid PAN and valid GST number.	<ul style="list-style-type: none"> • Copy of PAN and GST 				
3.	The bidder must be authorised reseller for the OEM	<ul style="list-style-type: none"> • MAF/Authorization Certificate from OEM. 				
4.	Minimum Average Annual Turnover in any three consecutive years during the last 4 Financial Years i.e. 2018-19, 2019-20, 2020-21 and 2021-22 of the Bidder should not be less than as mentioned in table below: <table border="1" data-bbox="310 1528 935 1822"> <thead> <tr> <th data-bbox="310 1528 623 1724">Item Category</th> <th data-bbox="623 1528 935 1724">Minimum Average Annual Turnover in last three FY's</th> </tr> </thead> <tbody> <tr> <td data-bbox="310 1724 623 1822">A. Apple iPad Pro</td> <td data-bbox="623 1724 935 1822">20 Crores</td> </tr> </tbody> </table>	Item Category	Minimum Average Annual Turnover in last three FY's	A. Apple iPad Pro	20 Crores	Audited Financial Statements with <ul style="list-style-type: none"> • Certificate from statutory auditors/CA clearly certifying the turnover requirements AND UDIN as per format given in Form 4 of Appendix-I.
Item Category	Minimum Average Annual Turnover in last three FY's					
A. Apple iPad Pro	20 Crores					

S. No.	Eligibility Criteria	Supporting documents
	<p>Note: Turnover of only the bidding entity shall be considered. Turnover of any parent, subsidiary, associated or other related entity shall not be considered.</p>	
5.	<p>The Bidder should have positive net worth and should be a profit making company for each of the last three audited financial years for which average annual turnover shall be evaluated.</p>	<p>Certificate duly signed by statutory auditor/ CA of the Bidder confirming the net-worth</p>
6.	<p>Bidder must have successfully executed / completed at least:</p> <p>One single order of 80% of the Quantity defined in the RFP for which Bid has been submitted</p> <p>OR</p> <p>2 orders each of 60% of the Quantity defined in the RFP for which Bid has been submitted</p> <p>OR</p> <p>3 orders each of 40 % of the Quantity defined in the RFP for which Bid has been submitted</p> <p>(in last seven Financial Years i.e. FY 2015-16, 2016-17, 2017-18, 18-19, 19-20, 20-21, 21-22 for any Central / State Govt. Organization/ PSU/ Boards/ Corporations/ Societies/ Statutory Bodies/ Public Listed Company)</p>	<ul style="list-style-type: none"> • Filled in Form 5 of Appendix-I WITH • Work orders/ Agreement along with the completion certificate confirming year, cost and area of activity. • Any documentary proof
7.	<p>The Bidder should have their own office in Tricity/ Chandigarh. Bidder should provide details of offices on company letterhead.</p>	<p>Details of Offices as per format given in Form 6 of Appendix-I.</p>

S. No.	Eligibility Criteria	Supporting documents
8.	Bidder should provide a mechanism to log the complaints like Phone Number OR Portal OR Whatsaap Chatbot OR any other for after sales support services.	Documentary proof
9.	The Bidder shall submit the self-certificate that the Bidder: - a. Has not been ever under a declaration of ineligibility for corrupt or fraudulent practices and should not be blacklisted/debarred by any State Govt./Central Govt./Board, Corporations and Government Societies / PSU for any reason. b. Has not been ever insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by court or judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of the foregoing reasons. c. And their directors, partners and officers have not been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications within a period of three years as on date of submission of bid or not have been otherwise disqualified pursuant to debarment proceedings.	Self-Certified letter as per format given in Form 7 of Appendix-I.
10.	Bidder should provide Escalation Matrix.	As per format given in Form 8 of Appendix-I.
11.	Bidder should provide Undertaking that the product quoted will not reach	As per format given in

S. No.	Eligibility Criteria	Supporting documents
	End of Support (In next 5 years).	Form 9 of Appendix-I.
12.	The Bidder should be an Original Equipment Manufacturer (OEM) or their authorized wholesale dealer/ re-seller/ distributor.	<p>In case of OEM, self-declaration on company letter head and duly signed by authorized signatory to be submitted.</p> <p>In case of an authorized wholesale dealer/ re-seller/ distributor, a letter of authorization (MAF) from Original Manufacturer must be furnished in original duly signed & stamped.</p> <p>MAF should include a clause that OEM will provide support services during warranty period if the Bidder authorized by them fails to perform or deliver the hardware items within the stipulated time period as defined in this RFP.</p> <p>Note: MAF should be specific to this bid only.</p>
13.	The Bidder must ensure to deposit the Tender Fees and EMD (No Exemption for any category)	Copy of Acknowledgement Receipt generated towards Tender Fees and EMD deposited.
14.	Scanned copy of this RFP document, corrigendum (if any), clarification issued by DGR & PG, duly signed and stamp on each page by the authorized signatory of the Bidder as a mark of acceptance of all conditions of this RFP.	Signed and stamped copy of the RFP by the authorized signatory.

S. No.	Eligibility Criteria	Supporting documents
15.	Any other document(s) mentioned in section 5.8.3 (f)	Any other document(s) mentioned in section 5.8.3 (f)
16.	The signatory signing the bid on behalf of the Bidder should be duly authorized by the Board of Directors / Partners of the Bidder to sign the bid on their behalf.	Authorization letter Format attached at Form 12 of Appendix I
17.	The bidder needs to submit the make and model of the product he is quoting in the bid along with the quantity he shall be able to provide with respect to the make and model he quotes.	Website URL along with the copy of the data sheet wherein Specifications of the hardware item to be shown. In addition, bidder has to give a self-declaration stating the make and model of the product along with the quantity on its letter head for which financial shall be the same.

6 Award of Contract

- a. The selection of the Successful Bidder(s) for this project shall be done on lowest quoted value or L1 basis per line item/ Hardware item wise. The bidder, who has submitted the lowest financial bid, shall be selected as the L1 for that particular line item and shall be given the Purchase Order.
- b. If only a single Bid is received, the entire process will be cancelled.
- c. Purchaser reserves the right to accept or reject any or all the Bids without assigning any reason/notice whatsoever and does not bind itself to accept the Lowest Bid or any Bid and reserves the right to scrap the Bid enquiry at any stage without assigning any reasons and Purchaser shall not be liable for any costs and consequences thereof.
- d. Issue of Work order: Before expiry of the period of Bid validity, DGR &

PG will notify the Successful Bidder with a request to accept the PO and furnish Performance Bank Guarantee. The work order should be signed as per specified timeline on all the pages by the person(s) duly authorized to bind the Successful Bidder to the work order. DGR & PG may discuss certain terms with the Successful Bidder before issuing the work order.

- e. Expenses for Work order: The incidental expenses of execution of work order shall be borne by the selected bidder.
- f. Failure to Abide by the Work order: The conditions stipulated in the contract/ work order shall be strictly adhered to and violation of any of these conditions will entail termination of the work order without prejudice to the rights of Purchaser to impose penalties as specified in this RFP and the work order.

7 Contract period

This selection of Successful Bidder shall be valid for a period of 5 years initially from the date of delivery of the hardware items i.e. all the hardware items shall carry a 5 years onsite warranty irrespective of the default warranty of the Line item.

8 Performance Security

- a. The Successful Bidder shall deposit the Performance Security with DGR & PG within seven (7) working days from the date of issuance of PO. The Performance Security should be from a scheduled commercial bank, in the form of Fixed Deposit drawn in favor of Director, Governance Reforms and Public Grievances, Government of Punjab payable at Mohali for the due performance and fulfillment of the contract/ work order by the Successful Bidder(s).
- b. The Performance Security shall be denominated in Indian Rupees only.
- c. This Performance Security will be for an amount equivalent to 5% of the Contract Value/ Work order. All charges whatsoever such as commission etc. with respect to the Performance Security shall be borne by the Successful Bidder(s).
- d. The Performance Security shall be valid for a period of 120 days beyond the date of completion of all contract.
- e. The Performance Security may be discharged/ returned by DGR & PG

upon being satisfied that there has been due performance of the obligations of the Selected Bidder under the contract/ work order. Any Penalty imposed by Secretary, Punjab Vidhan Sabha on selected bidder shall be deducted from Performance Bank Guarantee.

- f. No interest shall be payable by DGR & PG on the Performance Security.
- g. In the event of the Selected Bidder being unable to service the contract/ work order for whatever reason, the DGR & PG would revoke the Performance Security.

9 Payment Terms

- a. 90% of the delivered hardware order value along with GST and other applicable duties on actual basis will be paid on delivery and acceptance of ordered items at respective location, after realizing penalty charges for late delivery and / or late installation, if any. The claim for payment should contain proof of delivery & User Acceptance Report signed by an authorized PVS official/ Officer.
- b. 10% of the order value (i.e. the residual amount) will be paid after completion of installation of the ordered item at respective location and submission of proof of installation note & User Acceptance Report signed by an authorized PVS official/ Officer.

10 SLA and Penalties

S.N.	Activity	Target / Service Level	Penalty for delays beyond target level
1.	Acceptance of the PO	Within 2 days from the issuance of the PO	Rs. 2,000/- per day with a maximum capping of Rs. 30,000/-
2.	Submission of PBG	Within 7 days of the issuance of PO	Rs. 1,000/- per day with a maximum capping of Rs.

S.N.	Activity	Target / Service Level	Penalty for delays beyond target level
			20,000/- In case Penalty reaches the maximum capping, EMD amount shall be forfeited.
3.	Delay in delivery of the hardware items	Within 4 weeks from the date of acceptance of the Purchase Order	1% (One per cent) of the undelivered quantity (excluding taxes and duties) per day.
4.	Onsite support	The Successful Bidder shall provide onsite support at Punjab Vidhan Sabha as and when required within maximum next 2 working days from the date of complaint lodged by the user.	0.5% of affected hardware item cost on per day basis.
5.	Onsite Support during Session	The Selected Bidder to provide a full time Onsite Support Engineer during Session of Punjab Vidhan Sabha	5000/- per day with a maximum capping of Rs 40,000/- per session of Punjab Vidhan Sabha for full warranty period of 5 years. Penalty to be deducted from PBG at the end of warranty period.

Note: The maximum penalty applicable on the Successful Bidder(s) shall not exceed 10% of the total contract value per line item. In

case if the total penalty applicable on the Successful Bidder exceeds 10% of the Total Contract Value per line item, the Purchaser reserves the right to terminate the Contract with Successful Bidder or encash the Bank Guarantee or take any Legal action against the Successful Bidder.

Note: Only and only Administrative Secretary of the Department reserves the right to relax any of the condition(s) mentioned in the RFP document or waive of any penalty, if applicable for the Bidders/ Successful Bidder.

11 Appendix-I

11.1 Form 1: Cover Letter

[On the letterhead of the organization]

No.

Date:

To,

The Director,

Department of Governance Reforms & Public Grievances

Plot No. D, 241, Industrial Area, Sector 74,

Sahibzada Ajit Singh Nagar,

Punjab-160071

Sub: Supply and Installation of Apple iPad Pro and other allied items.

Dear Sir,

Having examined the RFP, Annexures, addenda, and pre-bid clarifications, thereto, we, the undersigned, in conformity with the said RFP, offer to provide the said services defined in the RFP upon the award of contract/work order for the sum indicated as per our financial bid.

We acknowledge having received all the addenda / pre-bid clarifications to the RFP:

We undertake to provide the services included in the RFP within the time frame specified, starting from the date of receipt of notification of award of PO.

We agree to abide by this Bid for a period of 180 days from the date of Bid submission and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

We agree to accept the Purchase Order in the form to be communicated by DGR & PG, incorporating all terms and conditions with such alterations or additions thereto as may be necessary to adapt such work/Purchase order to the circumstances of the standard and notice of the award within time prescribed after notification of the acceptance of this Bid.

We agree that if any day during the entire project duration, our act

breaches the RFP terms and conditions or we express our inability to execute the project, DGR & PG reserves all the rights to terminate the work/purchase order and appropriate penalty shall be applicable on us.

We hereby confirm that we do not have any conflict of interest in accordance with the RFP.

It is certified that the information furnished herein and as per the Bid / documents / clarifications submitted is true and correct and nothing has been concealed or tampered with. We have gone through all the conditions of RFP and are liable to any punitive action for furnishing false information / documents.

We have read the provisions of the RFP, Annexure thereto and addenda. We understand that any additional conditions, deviations, suggestions, assumptions, if any, found in our Bid shall not be given effect to and shall not be binding on DGR & PG in case our Bid is accepted.

We understand that if the details given in support of claims made above are found to be untenable or unverifiable, or both, our Bid may be rejected without any reference to us. We also understand that if there is any change in our eligibility criteria status till the date of award of contract, it is our responsibility to inform DGR & PG of the changed status at the earliest.

We further clearly understand that DGR & PG is not obliged to inform us of the reasons for rejection of our Bid.

Authorized Signature [In full and initials] with seal:

Name and Title of Signatory:

Name of Firm:

Address:

Location:

Date:

11.2 Form 2: Particulars of the Bidder

[On the letterhead of the organization]

S. No.	Particulars		Details	
1.	Name of the Bidder			
2.	Office Address			
	Telephone Number			
	Fax No.			
	Mobile Number			
	Email Id			
3.	Nature of the Firm i.e., whether Registered Partnership Firm/ LLP, or a Private Limited Company, or a Public Limited Company incorporated in India.			
4.	a) Name of the Contact Person authorized to sign tender documents			
	b) Telephone No.			
	c) Mobile No.			
	d) Email ID			
	e) Photo ID Card No.			
5.	PAN No. of Bidder (<i>enclose a scanned copy of PAN Card of the firm</i>)			
6.	GST Registration No. (<i>enclose a scanned copy of GST registration number of the firm</i>)			
7.	Turnover and profit during the any 3 consecutive years during the last 4 Financial	Year	Turn-over (Rs. Crores)	Net Worth (Rs. Crores)
		FY 2021-2022		
		FY 2020-2021		
		FY 2019-2020		

S. No.	Particulars	Details		
	Years i.e. 2018-19, 2019-20, 2020-21 and 2021-22	FY 2018-2019		

Authorized Signature [In full and initials] with seal:

Name and Title of Signatory:

Name of Firm:

Address:

Location:

Date:

11.3 Form 3: Compliance Sheet for Eligibility Criteria

S. No.	Eligibility Criteria	Supporting documents	Compliance (Yes/ No)	Reference & Page Number
1.	<p>Bidder should be either:</p> <ul style="list-style-type: none"> A company registered under the Indian Companies Act, 2013 / 1956 OR A partnership firm registered under the Limited Liability Partnerships (LLP) Act, 2008 OR A partnership firm registered under the Indian Partnership Act, 1932 	<p>Any relevant document to prove that the Bidder is a legal entity like Certificate of Incorporation, Certificate of Registration, Partnership deed, etc.</p>		
2.	<p>The Bidder must have valid PAN and valid GST number.</p>	<ul style="list-style-type: none"> Copy of PAN and GST 		
3.	<p>Minimum Average Annual Turnover in any three consecutive years during the last 4 Financial Years i.e. 2018-19, 2019-20, 2020-21 and 2021-22 of the Bidder should not be less than as mentioned in item category wise table below:</p>	<ul style="list-style-type: none"> Audited Financial Statements WITH Certificate from statutory auditors/CA clearly certifying the turnover requirements AND 		

S. No.	Eligibility Criteria	Supporting documents	Compliance (Yes/ No)	Reference & Page Number				
	<table border="1" data-bbox="280 342 670 762"> <tr> <td data-bbox="280 342 487 657">Item Category</td> <td data-bbox="487 342 670 657">Minimum Average Annual Turnover in last three FY's</td> </tr> <tr> <td data-bbox="280 657 487 762">A. Apple iPad Pro</td> <td data-bbox="487 657 670 762">20 Crores</td> </tr> </table> <p data-bbox="280 825 670 1213">Note: Turnover of only the bidding entity shall be considered. Turnover of any parent, subsidiary, associated or other related entity shall not be considered.</p>	Item Category	Minimum Average Annual Turnover in last three FY's	A. Apple iPad Pro	20 Crores	UDIN as per format given in Form 4 of Appendix-I.		
Item Category	Minimum Average Annual Turnover in last three FY's							
A. Apple iPad Pro	20 Crores							
4.	The Bidder should have positive net worth and should be a profit making company for each of the last three audited financial years for which average annual turnover shall be evaluated.	The Bidder should have positive net worth and should be a profit making company for each of the last three audited financial years for which average annual turnover shall be evaluated.						
5.	Bidder must have successfully executed /	• Filled in Form 5 of Appendix-I						

S. No.	Eligibility Criteria	Supporting documents	Compliance (Yes/ No)	Reference & Page Number
	<p>completed at least: One single order of 80% of the Item Category Quantity defined in the RFP respective to item for which Bid has been submitted</p> <p>OR</p> <p>2 orders each of 60% of the Item Category Quantity defined in the RFP respective to item for which Bid has been submitted</p> <p>OR</p> <p>3 orders each of 40 % of the Item Category Quantity defined in the RFP respective to item for which Bid has been submitted</p> <p>(in last Seven Financial Years i.e. FY 2015-16, 2016-17, 2017-18, 18-19, 19-20, 20-21, 21-22 for any Central / State Govt. Organization/ PSU/ Boards/ Corporations/ Societies/ Statutory Bodies/ Public Listed Company)</p>	<p>WITH</p> <ul style="list-style-type: none"> • Work orders/ Agreement along with the completion certificate confirming year, cost and area of activity. <p>Note: Completion here means completed/ ongoing works for which the payment equivalent or more than 80 % of the project cost has been released to the Bidder between 1st April 2017 till 31st March 2022.</p>		

S. No.	Eligibility Criteria	Supporting documents	Compliance (Yes/ No)	Reference & Page Number
6.	The Bidder should have their own office in Tricity-Chandigarh to provide after sales support services Bidder should provide details of offices on company letterhead.	Details of Offices as per format given in Form 6 of Appendix-I.		
7.	Bidder should provide a mechanism to log the complaints like Phone Number OR Portal OR Whatsaap Chatbot OR any other for after sales support services.	Documentary proof		
8.	The Bidder shall submit the self-certificate that the Bidder: - d. Has not been ever under a declaration of ineligibility for corrupt or fraudulent practices and should not be blacklisted/debarred by any State Govt./Central Govt./Board, Corporations and Government Societies / PSU for any reason. e. Has not been ever insolvent, in receivership, bankrupt or being wound up, not have its affairs	Self-Certified letter as per format given in Form 7 of Appendix-I.		

S. No.	Eligibility Criteria	Supporting documents	Compliance (Yes/ No)	Reference & Page Number
	<p>administered by court or judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of the foregoing reasons.</p> <p>f. And their directors, partners and officers have not been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications within a period of three years as on date of submission of bid or not have been otherwise disqualified pursuant to debarment proceedings.</p>			
9.	Bidder should provide Escalation Matrix.	As per format given in Form 8 of Appendix-I.		
10.	Bidder should provide Undertaking that the product quoted will not reach End of Support (In next 5 years).	As per format given in Form 9 of Appendix-I.		

S. No.	Eligibility Criteria	Supporting documents	Compliance (Yes/ No)	Reference & Page Number
11.	The Bidder should be an Original Equipment Manufacturer (OEM) or their authorized wholesale dealer/ re-seller/ distributor.	<p>In case of OEM, self-declaration on company letter head and duly signed by authorized signatory to be submitted.</p> <p>In case of an authorized wholesale dealer/ re-seller/ distributor, a letter of authorization (MAF) from Original Manufacturer must be furnished in original duly signed & stamped.</p> <p>MAF should include a clause that OEM will provide support services during warranty period if the Bidder authorized by them fails to perform.</p>		
12.	The Bidder must ensure to deposit the Tender	Copy of Acknowledgement		

S. No.	Eligibility Criteria	Supporting documents	Compliance (Yes/ No)	Reference & Page Number
	Fees and EMD	Receipt generated towards Tender Fees and EMD deposited.		
13.	Scanned copy of this RFP document, corrigendum (if any), clarification issued by DGR & PG, duly signed and stamp on each page by the authorized signatory of the Bidder as a mark of acceptance of all conditions of this RFP.	Signed and stamped copy of the RFP by the authorized signatory.		
14.	Any other document(s) mentioned in section 5.8.3 (f)	Any other document(s) mentioned in section 5.8.3 (f)		
15.	The signatory signing the bid on behalf of the Bidder should be duly authorized by the Board of Directors / Partners of the Bidder to sign the bid on their behalf.	Authorization letter Format attached at Form 12 of Appendix I		
16.	The bidder needs to submit the make and model of the product he is quoting in the bid along with the quantity he shall be able to provide with respect to	Website URL along with the copy of the data sheet wherein Specifications of the hardware item to be shown.		

S. No.	Eligibility Criteria	Supporting documents	Compliance (Yes/ No)	Reference & Page Number
	the make and model he quotes.	In addition, bidder has to give a self-declaration stating the make and model of the product along with the quantity on its letter head for which financial shall be the same.		

11.4 Form 4: Certificate of Turnover and Net Worth

On the basis of audited financial statements, I/ We hereby certify that:

- i.M/
s..... (Name of Bidder), having registered office at.....
(Complete Address of Bidder), is in the business of.....
- ii.Th
e Bidder has a positive net worth in past Four FY's (2018-19, 2019-
20, 2020-21,2021-22) and their average turnover in past Four FY's
(2018-19, 2019-20, 2020-21,2021-22) is given below:

Financial Year	Turnover (INR Crore)	Average Turnover (INR Crore)
FY 2021-22		
FY 2020-21		
FY 2019-20		
FY 2018-19		

This certificate is issued based on documentary evidences and Audited Accounts produced to me and copies of which are available with me that I shall be able to produce if required by the DGR & PG. The certificate is true and correct to the best of my knowledge and belief.

Signature with Seal	
Name of the Statutory Auditor/ CA	
Name of the Audit Firm	
Address	
Email address	
Contact No.	
UDIN	

Date:

Place:

11.5 Form 5: Certificate of Experience

[On the letterhead of the organization]

Bidder needs to furnish supporting documents regarding experience of executing/ completing orders in last Seven FY's i.e. FY 2015-16, 2016-17, 2017-2018, 2018-2019, 2019-2020, 2020-2021, 2021-2022 for any Central / State Govt. Organization / PSU / Boards/ Corporations/ Societies/ Statutory Bodies/ Public Listed Company.

S. No.	Name & Location	Client Details (Name, Address & Contact no.)	Work Order Ref. No. & Date	Work Order Amount	Amount Released	Work Status (completed, in-progress, unfinished)	Date of Completion	Any Other Information

Authorized Signature [In full and initials] with seal:

Name and Title of Signatory:

Name of Firm:

Address:

Location:

Date:

11.6 Form 6: After Sales Service Certificate

[On the letterhead of the organization]

Whereas, we M/s (Bidder Name) are established & reputable manufacturers/authorized dealer for sales & services of (Make of items) of [items name] having service offices at Tricity/Chandigarh. Details are as under:

Sr.No. Address of Service Centre Phone No. Number of Engineers

We do hereby confirm that:

Services including repair/replacement of defective parts will be done by us and fully backed by (name of the OEM). Replacement of defective Systems/parts will be done by equivalent or better systems/parts of the same make. We will attend all the complaints/service calls within 24 hours and Down time will not exceed beyond 48 hours.

If the complaints are not rectified within 48 hours, an equivalent standby equipment shall be provided till rectification. A penalty of 0.5% per day will be applicable for delay in rectification of fault maximum upto 5% of value of the item till the same is put in working condition. No penalty will be applicable in case standby item is provided. However, in case the equipment is not made operational up to the penalty of 5% of the item value, then the

item(s) will be made operational by Punjab Vidhan Sabha on the risk & cost of the supplier.

Authorized Signature [In full and initials] with seal:

Name and Title of Signatory:

Name of Firm:

Address:

Location:

Date:

11.7 Form 7: Self-Certificate for Non-Blacklisting

[On the letterhead of the organization]

No.

Date:

To,

The Director,

Department of Governance Reforms & Public Grievances

Plot No. D, 241, Industrial Area, Sector 74,

Sahibzada Ajit Singh Nagar,

Punjab-160071

Subject: Self Declaration of not been blacklisted.

Ref: Your Bid Ref. No.: <xxx> dated <xxx>

Dear Sir/ Madam,

We confirm that our company or firm, _____, is as on the date of submission of this Bid: -

- A. Has not been ever under a declaration of ineligibility for corrupt or fraudulent practices and should not be blacklisted/debarred by any State Govt./Central Govt./Board, Corporations and Government Societies / PSU for any reason.
- B. Has not been ever insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by court or judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of the foregoing reasons.
- C. And their directors, partners and officers have not been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications within a period of three years as on date of submission of Bid or not have been otherwise disqualified pursuant to debarment proceedings.

Yours Sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

Location:

Date:

11.8 Form 8: Escalation Matrix

Name of Person	Designation	E-Mail Id	Contact Number	Triggers When

Authorized Signature [In full and initials] with seal:

Name and Title of Signatory:

Name of Firm:

Address:

Location:

Date:

11.9 Form 9: Undertaking for Life of Equipment Supplied

[On the letterhead of the organization]

No. Date:

To,
The Director,
Department of Governance Reforms & Public Grievances
Plot No. D, 241, Industrial Area, Sector 74,
Sahibzada Ajit Singh Nagar,
Punjab-160071

Subject: Undertaking for Life of Equipment Supplied.

Ref: Your Bid Ref: <xxx> dated <xxx>

Dear Sir/Madam,
We undertake that we shall not quote products, whose End of sale/ End of Support has been declared by the OEM. In the event, if any equipment to be supplied by us, reaches either end of support or end of life as stipulated in this clause, before the delivery, we shall supply/ deliver product as per the delivery locations mentioned in the Bid document in the same series with a higher configuration. We also ensure that if any equipment supplied as part of this Bid reaches either end of support or end of life as stipulated in this clause, during the currency of the contract, we shall immediately replace/upgrade the equipment at no additional cost.

Yours Sincerely,
Authorized Signature [In full and initials]:
Name and Title of Signatory:
Name of Firm:
Address:
Location:
Date:

11.10 Form 10: Delivery Form

Delivery Date	Delivery Location	Representative Name

S. No.	Equipment Details	Manufacturer	Model	Serial Number	Breakage (If any)
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					

Please Note: The Successful Bidder has to submit an undertaking along with the delivered items, signed by the authorized representative of the system OEM (in case the Successful Bidder is himself an OEM, he will have to provide with the undertaking), certifying that all the components/ parts/ assembly/ software used in the proposed hardware are original/ new components/ parts/ assembly/ software and that no refurbished/ duplicate/ second-hand components have been used.

Receiver Name and Contact Number	Receiver Designation

I have received the above-mentioned items and the items have been checked and verified. The payment for the above items may be released after deducting the penalty/breakage (if any) as reported in the above mentioned table.

Date: _____

Receiver Signature & Stamp: _____

11.11 Form 11: User Acceptance Form (Installation and Commissioning)

Installation and commissioning Date	Location	Representative Name

S. No.	Equipment Details	Manufacturer	Model	Serial Number
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				

Receiver Name and Contact Number	Receiver Designation

The above-mentioned items have been successfully installed and commissioned. The payment for the same may be released after deducting the penalty (if any) as applicable.

Date: _____

Receiver Signature & Stamp: _____

11.12 Form 12: Authorization Letter

(On the letterhead of the entity)

To,

The Director,
Department of Governance Reforms & Public Grievances
Plot No. D, 241, Industrial Area, Sector 74,
Sahibzada Ajit Singh Nagar,
Punjab- 160071

Dear Ma'am/ Sir,

Sub: Letter of Authorization

<Name>_____ <Designation>
is hereby authorized to sign & stamped relevant documents on behalf of
the <Company> in dealing with this RFP Document published vide No.
_____ dated _____. He is also authorized to attend
meetings and submit Technical and Commercial information as may be
required by you in the course of processing above said tender.

Thanking you,

Authorized Signatory (s) of the Company <Name> <Designation> <Seal>	Signature of the person authorized by The Successful Bidder <Name> <Designation> <Seal>
---	---

12 Appendix-II

12.1 Bill of Quantity and Specifications

The minimum list of Bill of Quantities (BOQ) along with specifications is tabulated below. The Bidders shall ensure and provide all necessary infrastructures (any additional equipment, features, quantities, etc.) required for successful installation of required hardware items by DGR & PG at Punjab Vidhan Sabha.

Item Category		Item Name	Quantity Required
A		Apple iPad Pro	271(152 Wifi+119 Wifi+ Cellular)
S. No.	Feature	Minimum Specifications	
1.	Make	Apple	
2.	Processor	M2 or higher	
3.	Battery	Lithium-ion battery with minimum 2 hrs backup	
4.	Update and Upgrade Support	Minimum 5 years at no extra cost	
5.	Memory (RAM)	8 GB or higher	
		Expandable up to 32 GB	
6.	Screen Size	Minimum 12.9 inch or higher with screen protection	
7.	Storage Disk	128 GB SSD or higher	
8.	Warranty	5 years onsite warranty including battery	

Item Category		Item Name	Quantity Required
B		iPad Pro(12.9 inch) Stand	152
S. No.	Item	Specifications	
1.	Ipap Stand	Dimension of base:120mm * 120 mm Dimension of Goose Neck:18" length	

		Dimension of Case: 290 mm*225 mm*17 mm
2	Warranty	5 years onsite

Item Category		Item Name	Quantity Required
C		iTOADS 4 in 1 adaptor	152
S. No.	Feature	Minimum Specifications	
1.	Screen size	External Ethernet Hub for iPad Pro -12.9 inch. 4-in-1 adaptor HDMI , RJ45,USB3.0,USB-C for PD charging HUB.	
2.	Warranty	5 years onsite	

Item Category		Item Name	Quantity Required
D		Spigen brand Back Cover for iPad Pro(12.9 inch)	119
S. No.	Feature	Minimum Specifications	
1.	Capacity	Flip Cover for Screen Protection for iPad Pro- 12.9 inch(Wifi + Cellular)	
2.	Warranty	5 years onsite warranty	

12.2 Location Wise Item Quantities To Be Delivered

All items need to be delivered at Punjab Vidhan Sabha, Sector-1, Chandigarh. Out of 271no. Apple iPad Pro 12.9 inch, installation of 152 iPad Pro (Wifi connectivity model) is to be done within the House. Selected vendor to co-ordinate with System Analyst, Punjab Vidhan Sabha before delivery of hardware to understand the requirements for installation of 152 Apple iPads.

12.3 Condition of Items Supplied:

- a) This is subject to the condition that the materials are securely packed by the successful bidder in sound containers and the consignment is accepted by the carriers without any adverse remarks as to the packing or the condition of the containers. In case of any adverse remarks, the responsibility for the losses in transit will rest with the successful bidder.
- b) The successful bidder will not be entitled to charge or be paid for supplies broken, lost or damaged in transit. Such supplies shall be removed by the successful bidder at his own expense. The decision in this regard taken by DGR&PG in consultation with Punjab Vidhan Sabha shall be binding the compilation and final.