

H.P. STATE ELECTRONICS DEVELOPMENT CORPORATION LTD.
(A Unit of H.P. Government Undertaking)



e-TENDER

FOR

Annual Maintenance Contract (AMC) for Hardware Installed in Govt. Schools in Himachal Pradesh.

(E-Tender No: HPSEDC/HW/AMC/2k22- 11091)

H.P. STATE ELECTRONICS DEVELOPMENT CORPORATION LTD.,
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Website: www.hpsedc.in , <https://hptenders.gov.in>

DISCLAIMER

- The information contained in this RFP document, or any information provided subsequently to Bidder(s) whether verbally or in documentary form by or on behalf of the HPSEDC, is provided to the Bidder(s) on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided.
- This RFP is neither an agreement nor an offer and is only an invitation by HPSEDC to the interested parties for submission of bids. The purpose of this RFP is to provide the Bidder(s) with information to assist the formulation of their proposals. This RFP does not claim to contain all the information each bidder may require. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP and obtain independent advice, wherever necessary. HPSEDC makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP. HPSEDC may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP.
- This is not an offer by the HPSEDC but only an invitation to bid in the selection process initiated by the HPSEDC. No contractual obligation whatsoever shall arise from the RFP process until a formal contract is executed by the duly authorized signatory of the HPSEDC and the Bidder.

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SECTION-I: LETTER OF INVITATION

HPSEDC through this Letter of Invitation invites eligible bidders to provide services for Annual Maintenance Contract (AMC) for Hardware Installed in Govt. Schools in Himachal Pradesh.

1. The Press e-Tender Notice has been published on 14/10/2022 in the following newspapers
 - a) Amar Ujala (Chandigarh/ Delhi Edition)
 - b) Indian Express (Chandigarh/ Delhi Edition)
2. You are requested to visit the websites www.hpsedc.in and <https://hptenders.gov.in> for downloading the e-bid and any communication pertaining to changes in the bid document, corrigenda etc.
3. Bidders will be evaluated against the criteria mentioned in this bid and subsequently the bidder will be selected on LCS (Least Cost Selection- L1 basis)
4. Details on the bid submission date, time and address are provided below:

| S. No. | Information | Details |
|--------|---------------------------|--|
| 1. | Price of Tender Document | Rs 5000/- |
| 2. | Earnest Money Deposit | Rs 5,00,000/- |
| 3. | Bid Download Site | www.hpsedc.in & https://hptenders.gov.in |
| 4. | Bid download start date | 14/10/2022 (02:00 PM) |
| 5. | Bid submission start date | 01/11/2022 (11:00 AM) |
| 6. | Bid submission End date | 15/11/2022 (11:00 AM) |
| 7. | Pre-Bid Meeting | Pre-Bid meeting will be held on 21/10/2022 at 11:30AM through video conference. Video Conferencing link is as under: https://meet.google.com/maq-tyxg-cav |
| 8. | Opening of e-Bids | 16/11/2022 (02:30 PM) |
| 9. | Bid validity period | 180 days from the last date (deadline) for submission of e-Tenders. |
| 10. | Address | H.P. State Electronics Development Corporation Ltd., 1 st Floor, I.T. Bhawan, Mehli, Shimla-171013, H.P. |

5. Bidders may connect with HPSEDC on hpsedc@hpsedc.in

Yours' Sincerely

General Manager (Tech)

1st Floor, I.T Bhawan,

Mehli, Shimla-171013, H.P.

SECTION 2: INSTRUCTIONS TO BIDDERS

A- TENDER DOCUMENT

2.1 Contents of Tender Document:

- Section 1: letter of Invitation
- Section 2: Instructions to bidders
- Section 3: Qualification/Eligibility Criteria
- Section 4: Scope of work
- Section 5: General conditions of contract
- Section 6: Tender formats

2.2 The Bidder is expected to examine the Tender Document carefully. Failure to furnish all information required as per the Tender Document may result in the rejection of the Bid.

2.3 Clarification regarding Tender Document:

2.3.1 The clarifications/ changes in tender document/ corrigendum can be uploaded upto 3 days before the bid-submission date.

2.4 Amendment of Bids:

2.4.1 In order to give prospective Bidders reasonable time to make amendment in their bids, the Purchaser may, at his discretion, extend the deadline for the submission of bids. However, no such request in this regard shall be binding on the Purchaser.

B - PREPARATION OF BIDS

2.5 Language of Bid & Correspondence:

2.5.1 The Bid will be prepared by the Bidder in English language only. All the documents relating to the Bid (including brochures) supplied by the Bidder should also be in English and the correspondence between the Bidder & Purchaser will be in English Language only. The correspondence by Fax / E-mail must be subsequently confirmed by a duly signed copy (unless already signed digitally).

2.5.2 Documents submitted in any other language other than English shall not be evaluated.

2.6 Documents comprising of Bid:

The Bidder will prepare the bid in two parts.

I. ELIGIBILITY CUM-TECHNICAL BID:

In support of his eligibility cum technical bid, a Bidder must submit/upload the relevant documents marked with page numbers on the e-portal <https://hptenders.gov.in>.

Packet-I (Fee/other Eligibility Documents/Technical) (to be uploaded in Packet-1 on e-procurement portal)

II. COMMERCIAL BID:

Commercial Bids of only eligible and technically qualified bidders will be opened as per the date notified by the purchaser on its website (www.hpsedc.in and <https://hptenders.gov.in>). Those technically qualified bidders who have also deposited the tender cost and Bid Security shall be termed as **Substantially Responsive** (i.e., eligible and technically qualified and have also deposited Bid Security & tender cost). The Tender Committee's determination of a Bid's responsiveness is to be based on the contents of the Bid itself and not on any extrinsic evidence. However, while determining the responsiveness of various Bidders, the Tender Committee may waive off any minor infirmity, which does not constitute a material deviation. The decision of the Tender Committee in this regard shall be final.

The bidder has to submit their Commercial Bids online as per BOQ in Packet-2 on the e-procurement portal.

2.7 Bid Currencies:

2.7.1 Prices shall be quoted in Indian Rupees.

2.7.2 The contract price shall be paid in Indian Rupees.

2.8 Bid Security/EMD and Tender Cost:

2.8.1 The Bidder shall furnish Bid security and tender Cost (for amount as mentioned in Letter of Invitation) as part of its bid. Any bid submitted without tender fee and bid security or with the lesser bid amount, may be rejected being non-responsive.

2.8.2 As per Notification No. 4-Ind/SP/Misc/F/6-10/4/80-Vol-V dated 16.05.2020 issued by Controller of Stores Himachal Pradesh or any other orders issued by Govt. of Himachal Pradesh, a bidder may be granted exemption in tender fee and EMD provided it meets either of the below mentioned criteria:

- The bidder is registered with the State store purchase organization, or
- Bidder is registered with NSIC

The bidder shall submit either of the above-mentioned certificates to avail exemption from EMD and Tender Fee.

2.8.3 The Bid Security is required to protect the Purchaser against the risk of Bidder's conduct which may require forfeiture of security as per Para 2.8.8.

2.8.4 The Bid Security shall be in the shape of BG/ Demand Draft/ through RTGS in favour of "M.D., H.P State Electronics Development Corporation Ltd., Shimla" Payable at Shimla.

2.8.5 Any bid not secured in accordance with Para 2.8.1 and 2.8.3 will be rejected by the Purchaser. However, if bidder submits valid certificates as mentioned in para 2.8.2, this criterion shall be relaxed.

2.8.6 Unsuccessful Bidders' Bid Security will be refunded as promptly as possible.

2.8.7 The successful Bidder's bid-security will be discharged upon the Bidders executing the contract and furnishing the performance security in accordance with Para 5.5

2.8.8 No interest will be payable by the Purchaser on the above-mentioned Bid Security.

2.8.9 The Bid Security may be forfeited if:

1. Bidder modifies or withdraws tender after the deadline for submission of tenders and during the validity period.
2. Bidder refuses to accept an arithmetical error or otherwise appearing on the face of tender

3. Bidder fails to sign the contract in accordance with the terms and conditions stipulated in the tender documents
4. Bidder fails to furnish Performance Security, in accordance with the tender conditions
5. Bidder fails to execute the contract as per terms and conditions stipulated in the tender documents

2.9 Period of validity of Bids:

- 2.9.1 The period shall be as mentioned in the Letter of Invitation. A bid valid for a shorter period may be rejected by the Purchaser as being non-responsive. During the period of validity of Bids, the rates quoted shall not change.
- 2.9.2 In exceptional circumstances, the Purchaser may ask for extension of the period of validity and such a request shall be binding on the Bidder. The Purchaser's request and the response to such a request by various Bidders shall be in writing. A Bidder agreeing to such an extension will not be permitted to increase its rates.

C - SUBMISSION OF BIDS

2.10 Instructions to Bidders for Electronic Tendering System

2.10.1 Registration of bidders on e-Procurement Portal: -

All the bidders intending to participate in the tender processed online are required to get registered on the centralized e - Procurement Portal i.e., <https://www.hptenders.gov.in>. Please visit this website for more details. In case of any problem in registration, please contact on toll free No. 1800-3070-2232.

2.11 Obtaining a Digital Certificate:

2.11.1 The Bids submitted online should be encrypted and signed electronically with a Digital Certificate to establish the identity of the bidder bidding online. These Digital Certificates are issued by an Approved Certifying Authority, by the Controller of Certifying Authorities, Government of India.

2.11.2 The bidders may obtain Class-II or III digital signature certificate from any Certifying Authority or Sub-certifying Authority authorized by the Controller of Certifying Authorities or may obtain information and application format and documents required for the issue of digital certificate from:

2.11.3 Bid for a particular tender must be submitted online using the digital certificate (Encryption & Signing), which is used to encrypt and sign the data during of bid preparation stage. In case, during the process of a particular tender, the user loses his digital certificate (due to virus attack, hardware problem, operating system, or any other problem) he will not be able to submit the bid online. Hence, the users are advised to keep a backup of the certificate and keep the copies at safe place under proper security (for its use in case of emergencies).

2.11.4 In case of online tendering, if the digital certificate issued to the authorized user of a firm is used for signing and submitting a bid, it will be considered equivalent to a no objection certificate/power of attorney /lawful authorization to that User. The firm must authorize a specific individual through an authorization certificate signed by all partners to use the digital certificate as per Indian Information Technology Act 2000.

Unless the certificates are revoked, it will be assumed to represent adequate authority of the user to bid on behalf of the company/firm in the department tenders as per Information Technology Act 2000. The digital signature of this authorized user will be binding on the firm.

2.11.5 In case of any change in the authorization, it shall be the responsibility of management/ partners of the company/firm to inform the certifying authority about the change and to obtain the digital signatures of the new person / user on

behalf of the firm / company. The procedure for application of a digital certificate however will remain the same for the new user.

2.11.6 The same procedure holds true for the authorized users in a private/public limited company. In this case, the authorization certificate will have to be signed by the directors of the company.

2.11.7 Pre-requisites for online bidding:

In order to bid online on the portal <https://www.hptenders.gov.in>, the user machine must be updated with the latest Java & DC setup. The link for downloading latest java applet & DC setup is available on the Home page of the e-tendering Portal.

2.11.8 Only online bids will be evaluated. Bids submitted offline shall be rejected.

2.12 Online Viewing of Detailed Notice Inviting Tenders (N.I.T.):

The bidders can view the detailed N.I.T and the time schedule (Key Dates) for all the tenders floated through the single portal e-Procurement system on the **Home Page at <https://www.hptenders.gov.in>**

2.13 Download of Tender Documents:

The tender documents can be downloaded free of cost from the e-Procurement portal <https://www.hptenders.gov.in> and www.hpseedc.gov.in.

2.14 Key Dates:

The bidders are strictly advised to follow dates and times as indicated in the online Notice Inviting Tenders. The date and time shall be binding on all bidders. All online activities are time tracked and the system enforces time locks that ensure that no activity or transaction can take place outside the start and end dates and the time of the stage as defined in the online Notice Inviting Tenders.

2.15 Bid Preparation (Qualification & Financial)

2.15.1 Payment of Tender Document Fee & EMD of online Bids

2.15.2 The bidders shall upload their eligibility and technical offer containing documents, qualifying criteria, technical specifications, schedule of deliveries, and all other terms and conditions except the rates (price bid).

The bidders shall quote the prices in price bid format only.

- 2.15.3 If bidder fails to complete the Online Bid Preparation at Submission stage on the stipulated date and time, his/hers bid will be considered as bid not submitted and hence not appear during tender opening stage.
- 2.15.4 Bidders participating in online tenders shall check the validity of his/her Digital Signature Certificate before participating in the online Tenders at the portal <https://www.hptenders.gov.in>.
- 2.15.5 For help manual please refer to the 'Home Page' of the e-Procurement website at <https://www.hptenders.gov.in>., and click on the available link 'How to ...?' to download the file.
- 2.15.6 Post registration, bidder shall proceed for bidding by using both his digital certificates (one each for encryption and signing). Bidder shall proceed to select the tender he is interested in.
- 2.16 NB: Any changes/corrigendum/revised tender related to this Tender Document will be published on our website www.hpsedc.in and <https://hptenders.gov.in>. Therefore, prospective bidders are requested to see the updates on these websites regularly.
- 2.17 Submission of Bids:
- 2.17.1 Bidder(s) shall submit their bids only on online e-procurement portal www.hptenders.gov.in. All the instructions regarding e-bids submission are also available on www.hptenders.gov.in.
- 2.17.2 The original DD/ BG or RTGS documents related to tender cost and bid security should be deposited in HPSEDC on or before the last date and time for bids opening.
- 2.17.3 Every envelop and forwarding letter of various parts of the Bid shall be addressed as follows:
- The Managing Director,
H.P. State Electronics Development Corporation Ltd., First Floor,
IT Bhawan, Mehli, Shimla-171013.
- 2.18 Deadline for Submission of Bids:
- 2.18.1 Bids will be online submitted/uploaded on e-procurement portal <https://hptenders.gov.in> on or before the deadline mentioned on the e-portal.
- 2.18.2 The Purchaser may, at its discretion, extend this deadline. The Purchaser may also extend this deadline for any other administrative reason.
- 2.19 Bids not submitted online:
- 2.19.1 Only the bids submitted online shall be accepted. Bids submitted in hard copies or offline shall not be entertained by the purchaser and shall be summarily rejected.
- 2.20 Modification and withdrawal of Bids:

2.20.1 E-bids can be modified up to last date & time until the portal has not been closed by e-procurement system.

2.20.2 E-Bids cannot be withdrawn in the interval after the submission of bids and before the expiry of Bid's validity specified by the Purchaser. Withdrawal of Bid during this interval may result in the forfeiture of Bidder's Bid security pursuant to clause 2.8.8.

2.21 Cost of Bidding:

2.21.1 The Bidder shall bear all costs associated with the preparation and submission of its bid and H.P. State Electronics Development Corporation Ltd., Shimla (hereinafter referred to as the 'Purchaser' or "HPSEDC" in short) will in no case be responsible or liable for these costs, whether or not the Bid is finally accepted.

D - BID OPENING AND EVALUATION

2.22 Opening of bids by Purchaser:

2.22.1 The e-Bids shall be opened on the date and time already described in the tender/e-portal or on any other later day and time fixed by H.P State Electronics Development Corporation Ltd, First Floor, IT Bhawan, Mehli, Shimla-13 (H.P.) in the presence of representatives of the Bidders who may choose to attend the proceedings. The representatives of Bidders will sign a register in evidence of their presence.

2.22.2 In order to assist in the examination, evaluation and comparison of Bids, the Purchaser may at its discretion ask the Bidder for a clarification regarding its Bid. The clarification shall be given in writing, but no change in the price or substance of the Bid shall be sought, offered or permitted.

2.22.3 In the first instance, Eligibility bid documents uploaded on the e-portal will be opened and evaluated to ascertain eligibility of each Bidder. Technical Bids of only those Bidders shall be evaluated who are found to be eligible as per the criteria laid down in Section 3 and submitted bid security and tender cost as per Para 2.8.

2.22.4 The Technical e-Bids of only the Eligible Bidders will be opened

The commercial Bids of only those bidders will be opened who fulfil the minimum pre qualification requirements of the purchaser and are found substantially responsive as per Para 2.8 read in conjunction with other relevant clauses/Forms. However, the Purchaser reserves the right of giving minor relaxation, if a particular Bidder is not able to exactly match the specifications given in the document, provided that such a minor deficiency does not substantially reduce the performance level and is suitably compensated by some extra feature in the product. Therefore, all Bidders must indicate in the Compliance Sheets, deviations, if any, extra features offered by them. The decision of the Purchaser about giving minor relaxation shall be final and shall not be called upon question under any circumstances. The evaluation committee, if so, desire may ask for the demonstration of the quoted solution/products, for which sufficient time will be given for arranging demonstration.

2.22.5 Opening of Bid Security:

The document containing bid security will be opened and checked at the time of determining eligibility of the bidders at the time of eligibility bid opening.

2.22.6 Opening of Commercial Bids of substantially Responsive Bidders:

The Commercial Bids of only those Bidders will be opened who are found substantially responsive. A Substantially Responsive Bidder is one which conforms to all the stipulations of para 2.6 (II) read with para 2.22.5 above. The Purchaser's determination of a Bid's responsiveness is to be based on the contents of the Bid itself and not on any extrinsic evidence. However, while determining the responsiveness of various Bidders the Purchaser may waive off any minor infirmity, which does not constitute a material deviation. The decision of the Purchaser in this regard shall be final.

2.22.7 A Bid determined as not substantially responsive will be rejected by the Purchaser. Such a Bid will not be normally allowed to be made responsive subsequently by way of correction/ modification.

2.23 Evaluation and Comparison of Commercial Bids:

2.23.1 The comparison of Commercial Bids shall be done as follows:

2.23.2 Bid Comparison:

The Bidders are required to complete their Commercial Bid/ BOQ in Schedule -I. Initial evaluation/ comparison of items within a Category given in the Tender Document will be done as per clause 2.23.3. in case of Item rate contracts and as per 2.23.4 in case of services

2.23.3 Gross Bid Value (GBV):

Gross Bid Value will be calculated as under.

Gross Bid Value = AMC services will be provided by the L1 bidder based on the GBV quoted by the bidder.

Note 1:

The Bidder shall not quote prices subject to certain conditions. Bids containing any conditional prices may be rejected or the Purchaser may take a final decision in its discretion about such conditionality.

2.23.4 In the procurements of services, the following procedure shall be followed:

(i) Among all qualified bids, the lowest bid will be termed as L1 on Gross Bid Value. If L-1 is from a local supplier, the contract for full quantity will be awarded to L1.

(ii) If L-1 bid is not from a local supplier, 50% of the order quantity shall be awarded to L-1.

2.23.5 Thereafter, the lowest bidder among the local suppliers, will be invited to match the L-1 price for the remaining 50% quantity subject to the local supplier's quoted price falling within the margin of @5% and contract for that quantity shall be awarded to such local supplier subject to matching the L-1 price. In

case such lowest eligible local supplier fails to match the L-1 price or accepts less than the offered quantity, the next higher local supplier within the margin of @5% shall be invited to match the L-1 price for remaining quantity and so on, and contract shall be awarded accordingly.

2.23.6 In case some quantity is still left uncovered on local suppliers, then such balance quantity may also be ordered on the L1 bidder.

2.24 Ranking of Bidders:

2.24.1 Bidders will be ranked for Gross Bid Value.

2.24.2 Reduction in Statutory Duties and Levies: If any reduction in taxes takes place after opening the commercial bids, but before despatch of services; the Successful Bidder shall pass on the proportional benefit to the Purchaser. However, if any such reduction takes place after the opening of bids but before the finalisation of tender, revised sealed commercial bids shall be taken.

2.25 NEGOTIATIONS:

2.25.1 The Purchaser may finalise the Tender & award the Contract without any negotiations if it is satisfied with reasonableness & workability of the lowest offers. Therefore, the bidders are advised to quote lowest possible rates in the first instance only.

2.25.2 During the negotiations a revised offer will be taken from the representative of the Bidder by way of sealed bids. This revised offer will replace/supersede the earlier Technical & Commercial Bid, provided that the original offer (i.e., Technical/ Commercial) will not be allowed to be changed to the detriment of the Purchaser, as far as rates of every individual item & terms/ conditions are concerned. Therefore, Bidders are advised to send sufficiently senior representatives (who can take spot decisions) for negotiations.

2.25.3 During the negotiations on prices & other related terms/conditions, prevalent worldwide street-prices of such product, prices finalised in bids of similar size on GEM portal/Other State Government tender/rate contract etc. will be kept in mind. The scope of negotiations may also include precise *modus-operandi* of AMC service.

2.25.4 During the negotiations, the Purchaser may even negotiate Item wise L1 prices.

2.25.5 After this final ranking is done based on negotiated prices, award of tender/rate contract will be made to the lowest Bidder, subject to post qualification in Para 2.26 below.

E - AWARD OF CONTRACT

2.26 Post Qualification:

2.26.1 HPSEDC will devise a performance criterion in consultation with successful bidders which will include online after sales feedback from the Government departments. The lowest Bidder can be denied the right of continuing with the contract, if the equipment being supplied by him, fails the standard performance criteria. In such an event, the next lowest bidder (L-2) shall be considered.

2.27 Purchaser's right to vary Quantities:

2.27.1 The Purchaser reserves the right to place the supply received from various Government departments/ Govt. Institutions/ Autonomous bodies on the approved vendors during the currency of the tender/rate contract.

2.28 Purchaser's Right to accept any Bid and to reject any or all Bids:

2.28.1 Notwithstanding anything else contained to contrary in this Tender Document, The Purchaser reserves the right to accept or reject any Bid or to annul the bidding process fully or partially or modifying the same and to reject all Bids at any time prior to the award of Contract, without incurring any liabilities in this regard.

2.29 Notification of Award:

2.29.1 Prior to the expiry of the period of Bid validity, the Purchaser will notify the successful Bidder in writing by speed post or Fax or email that his Bid has been accepted.

2.29.2 The liability of the supplier(s) to deliver the Services and perform the services will commence from the "date of Notification of Award". The Delivery Period shall be counted from the date of 'Placing the Supply Order'. The "date of delivery" shall be the date on which the equipment / material is received at the destinations.

2.29.3 Upon the successful Bidders' furnishing of performance security, the purchaser will promptly notify each unsuccessful Bidder and will refund his Bid Security.

2.30 Signing of Contract:

2.30.1 After the Purchaser notifies the successful Bidder(s) that his 'Bid' has been accepted, the Purchaser will sign an agreement (described as Contract herein after) within 10 days with the successful Bidder on mutually agreed terms for efficacious implementation of the order.

2.30.2 The Purchaser's liability of taking the services from the selected supplier(s) shall commence only from date of signing the date of the Contract.

F – LAND BORDER SHARING

- I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.
- II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- III. "Bidder from a country which shares a land border with India" for the purpose of this Order means: -
 - a. An entity incorporated, established, or registered in such a country; or
 - b. A subsidiary of an entity incorporated, established, or registered in such a country; or
 - c. An entity substantially controlled through entities incorporated, established, or registered in such a country; or
 - d. An entity whose beneficial owner is situated in such a country; or
 - e. An Indian (or other) agent of such an entity; or
 - f. A natural person who is a citizen of such a country; or
 - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
- IV. The beneficial owner for the purpose of (III) above will be as under:
 1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation—

- a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company.
- b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements.
2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has

- ownership of entitlement to more than fifteen percent of capital or profits of the partnership.
3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals.
 4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official.
 5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
- VI. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

SECTION-3: QUALIFICATION/ELIGIBILITY CRITERIA

3.1 Eligible Bidders

| Sr. No. | Pre- Qualification Criteria | Required details to be accompanying the Bid document |
|---------|--|---|
| 1. | The bidder should be registered under the Indian Companies Act, 1956/ 2013 or Proprietor's firm/ Partnership Firms (LLP) registered under LLP Act 2008 or subsequent amendments. | Memorandum of Association (MoA), Articles of Association (AoA) of bidder and detailed profile of the Company/ Firm/ Government License and COI, GSTN, PAN for proprietors/ bidder |
| 2. | (i) Tender Document Fee in favour of Managing Director, H.P. State Electronics Development Corporation, I.T. Bhawan, Mehli, Shimla-13. (ii) Earnest Money Deposit (EMD) in the shape of Demand Draft/ RTGS valid for number of days as mentioned in Letter of Invitation, in favour of Managing Director, H.P. State Electronics Development Corporation, I.T. Bhawan, Mehli, Shimla-13. | (i) Demand Draft (DD) for INR as mentioned in the Letter of Invitation (ii) Earnest Money for INR as mentioned in the Letter of Invitation DD / EMD may be submitted through RTGS in HPSEDC A/c: (State bank of India Khalini, Shimla-2 Account no. 55069383586 IFSC Code-SBIN 0051132) Receipt/Copy of the demand draft/RTGS should be uploaded online. |
| 3. | The Bidder should have a valid GST Number, PAN Number | Relevant Registration Certificates (copies to be enclosed) |
| 4. | The Bidder should have an average annual turnover of at least Rs. 25 Crores during last three financial years from sales/ IT services including maintenance services for year 2019-20, 2020-21 and 2021-22 | Audited Balance sheets from company Statutory Auditor/ CA from Bidders & financial data of the last three years to be submitted. |
| 5. | Bidder must be service provider for the items Category (as per listed items for AMC) for the last three years (Copy of Authorisation of OEM/ copies Work orders/ Completion certificates of Govt./ Semi Govt./ Central Govt./ PSUs/ Public Listed Companies/Large Corporates etc.) Certificates regarding satisfactory installation and after sales support from at least five Government offices/departments | Completion Certificates & Work Orders from client regarding satisfactory execution of project. Work experience of sister concerns, subsidiaries, parent company etc. will not be accepted. Work experience of the bidders participating in the bid will be considered. |

| | | |
|-----|---|--|
| 6. | Bidder must have experience of at least 3 years in service and maintenance of servers/ desktops/ Printers/ Scanners/ Networking equipment(s)/ Network based on LAN as well Wi-Fi based network, structured cabling, Network security etc. (Copies of Work order/ Completion Certificate/ Reports for last three years to be enclosed) | Work orders and completion certificates from the client to be submitted. The completion certificate must contain start and end date of the project, total amount paid by the client for the services. In case the same is not mentioned in the completion certificate bidder must submit copy of agreement for the work executed, work order and certificate from CA for the amount paid by the client for the services provided by the bidder for the work under consideration. Work experience of sister concerns, subsidiaries, parent company etc. will not be accepted. Work experience of the bidders participating in the bid will be considered. |
| 7. | The bidder should either have positive Net worth in last three years or should be a profit-making Company/ firm in any two years during the immediately preceding last 3 financial years as per audited balance sheets. | Supporting financial documents/Balance sheet/ certificate from company's Statutory Auditor/ CA. |
| 8. | The bidder should have ISO 9001, ISO 14001, ISO 27001 or higher certifications | Valid certifications as on the date of bid submission |
| 9. | Bidder must have their registered office/branch office in the state of Himachal Pradesh. | Valid Documentary Proof must be attached |
| 10. | Bidder must be authorized service provider/authorized partner for known brands of equipment(s) like HP/ DELL/ Emerson/D-Link/CISCO/Zebronics etc. (Copy of Authorisation letter or Partnership certificate to be attached) | Letter of authorization/certificate from the OEM |
| 11. | Bidder should have at least 100 service engineers for providing after sales support | Details to be attached on Letter Head of the company |
| 12. | Bidder should already be providing AMC services in at least five Government offices/Departments. | Certificates/work orders from Client |
| 13. | The Bidder should not have been declared ineligible/blacklisted at the time of bid submission due to corrupt and fraudulent practices with any of the departments of the Central, State Governments Deptt. and PSUs of Central/ State Govt. | Certificate from the authorized signatory prescribed in Form-C. |
| 14. | The bidder should have submitted the declaration of acceptance of terms and conditions of this RFP as per FORM A | Declaration from Authorized Signatory as per FORM A |

| | | |
|-----|---|--------|
| 15. | Number of Servers/Desktops/ Laptops/ TFT/ Projectors/ Printers/ Software/ Networking equipment etc. maintained during the last three years in the performa given in Form 'H'. | Form H |
|-----|---|--------|

Note: -

Purchase Preference for Local Micro and Small-Scale units/ Startup Enterprises of the state: -

The following purchase preference ratio shall be applicable to the Local Micro and Small-Scale Units of State and Local Micro and Small-Scale categories under H.P. State Startup Scheme: -

1. Local Micro and Small-Scale Units of State of H.P. =15%
2. Local Micro and Small-Scale categories under H.P. State, Startup Scheme=15%

Total Purchase Preference =30%)

Provided that if Startup Enterprises will not be available, then 30% purchase preference shall automatically be given to Local Micro & Small-Scale Unit and vice versa as the case may be.

Exemption, if any in evaluation criteria or any other terms & conditions of this document, will be as per Notification No. 4-Ind/SP/Misc/F/6-10/4/80-Vol-V dated 16.05.2020 issued by Controller of Stores Himachal Pradesh or any other orders issued by Govt. of Himachal Pradesh in case the committee deems it fit.

It is reiterated that Purchaser's decision regarding Bidder's eligibility will be final and binding on all the Bidders.

SECTION-4: SCOPE OF WORK

The scope of work shall be Annual Maintenance of the goods/equipment mentioned below:

| ICT Lab 5 Smart Schools | | | |
|--------------------------------|--|---|----------------------|
| Item. No | Equipment Details | Make/Brand | Approx . Qty. |
| 1 | 16 port switch | D-Link | 1 |
| 2 | CPU/ Server | HP | 8 |
| 3 | HP TFT Monitors with Mouse & keyboard | HP | 40 |
| 4 | Computing device | N.Computing | 32 |
| 5 | Webcam | Zebronics | 2 |
| 6 | UPS (6KVA) (in Lab) | Emerson | 1 |
| 7 | UPS 1KVA LI for Smart Classroom | Emerson | 2 |
| 8 | Interactive White Board | IWBE | 2 |
| 9 | Multi Functional Printer (HP 128FN) | HP | 2 |
| 10 | Integrated Computer Projector with wireless keyboard and mouse | IL &FS-Education | 2 |
| 11 | Operating System | Win-7 Pro. In Kyan & Windows Multi Point Server 2011 Professional in Server | All Computers |

| Normal ICT Lab (1509 Schools) | | | |
|--------------------------------------|--|-------------------|----------------------|
| Item. No | Equipment Details | Make/Brand | Approx . Qty. |
| 1 | 8 port switch | D-Link | 1 |
| 2 | CPU /Server | HP | 2 |
| 3 | HP TFT Monitors with Mouse & keyboard | HP | 10 |
| 4 | Computing device | N.Computing | 8 |
| 5 | Webcam | Zebronics | 1 |
| 6 | UPS (1KVA) for ICT Lab | Emerson | 1 |
| 7 | UPS 1KVA LI for Smart Classroom | Emerson | 2 |
| 8 | Interactive White Board | IWBE | 2 |
| 9 | Multi Functional Printer (HP 128FN) | HP | 1 |
| 10 | Integrated Computer Projector with wireless keyboard and mouse | IL &FS-Education | 2 |

| | | | |
|----|------------------|---|---------------|
| 11 | Operating System | Win-7 Pro. for Kyan & Windows Multi Point Server 2011 Professional for Server | All Computers |
|----|------------------|---|---------------|

General Terms of the AMC

1. Initially the contract period shall be for a period of Two years and can be extended on mutually agreed terms.
2. The successful bidder will maintain the Computer Hardware equipment(s) at the User Department premises.
3. All the maintenance calls will be registered by the User Department/ HPSEDC with the nearest office of the successful bidder in the state, which will be in acknowledgement with a unique Call identification number. Record will also be provided by the empanelled vendor as and when required by the User Department/ HPSEDC.
4. Scheduled quarterly preventive maintenance will be undertaken by the successful bidder in case of DMP/LMP/HSDMP printers, High speed Laser printer. In case of other equipment at least two preventive services which can be clubbed with customer complaint/ routine service call during AMC service period which can be dovetailed (combined) with the routine service call.
5. All registered calls must be attended within 8 hours at offices located at State/District head quarter and within 24 hours at other field offices. The fault must be rectified within 48 hours to the entire satisfaction of end user(s).
6. The successful AMC provider company shall station at least one Service-engineer at each district Head Quarter, who will cater to the complaints registered by the end user department within that district. However, the number of service engineers should be at least two for bigger districts i.e. Shimla, Mandi and Kangra.
7. The AMC support shall be including Operating Systems; Standard Software Packages like MS-office, generally purchased by the end user. Any problem related with OS maintenance, reloading of OS with all device drivers, OS upgrade, System Configuration and Network configuration will be attended and rectified by the successful AMC bidder. All device drivers (if not available at user level) will have to be arranged by the successful AMC bidder.
8. The successful AMC bidder will also install the printer head, which will be provided by the end user department, in case of replacement.
9. Any faulty component will be replaced by the same component or the equivalent or better component by the service provider company.

10. Anti-Virus Support: The Antivirus support on the systems covered under AMC shall be provided by the successful bidder. Any problem related with the system virus shall be attended and rectified by the successful AMC bidder, while attending general service calls.
11. The payment will be released on Quarterly basis after satisfactorily AMC performance and submission of bills and service call report by the service providing company to HPSEDC.
12. The successful bidder will receive and note down all the complaint registered and get it resolved, on priority. AMC Provider Company will submit status of call attending & resolved, call pending with reason thereof, to the User Department through mail/fax. The successful bidder shall maintain the sufficient inventory of spares on the basis of equipment(s) under maintenance during the AMC period.
13. Any call not attended as per agreed schedule will attract penalty @ Rs 50/- per day in case of Desktop/printer & Rs 100/- in case of server's large MFD's etc. maximum up to 10% of the total AMC's value of any item. HPSEDC can terminate or cancel the AMC order in case of un-satisfactory service support in any time. The successful bidder shall not sub-contract their liability under the contract in part or whole to any other third party without prior written consent of HPSEDC.

SECTION-5: GENERAL CONDITIONS OF THE CONTRACT

5.1 Definitions:

5.1.1 In this part, the following interpretation of terms shall be taken:

- (a) "The Contract" means an agreement regarding supply of the services & provision of services entered into between the User Department, HPSEDC and the Supplier, as recorded in the Contract Form signed by the parties, including all appendices thereto and all documents incorporated by reference therein.
- (b) "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.
- (c) "Services" mean services ancillary to the supply of the Services, such as transportation and insurance, and any other incidental services, such as installation, commissioning, training, maintenance and other such obligations of the Supplier covered under the Contract.
- (d) "The Purchaser" means the H.P. State Electronics Dev. Corporation Ltd" or "HPSEDC" in short.
- (e) "The Supplier", means short listed Bidder supplying the services and services under this Contract.
- (f) "User Department" means Samagra Siksha Abhiyan, Deep Bhawan, Lalpani Shimla.

Note: The aforesaid definitions will be valid with respect to one or more Suppliers short-listed to execute the Project. Services to be executed by each Supplier have been explained in detail in this Tender Document.

5.2 Application:

5.2.1 These General Conditions shall apply to the extent that these are not superseded specific by provisions in other parts of this tender document. A detailed Contract agreement shall be signed after the order is placed. Detailed provisions of such a contract-agreement shall have an over-riding effect vis-a-vis this Tender Document.

5.3 Standards:

5.3.1 The services supplied under this Contract shall conform to the standards mentioned in the Technical Specifications and the latest improvements incorporated after the finalisation of contract.

5.4 Patent Rights of the Services:

5.4.1 The Supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the services or any part thereof in India.

5.5 Performance Security:

5.5.1 Within 10 days of 'Notification of Award', the successful bidder/ Supplier shall initially furnish a 3% Performance Bank Guarantee of total order value valid for a period of sixty days from the date of completion of contract.

(1) In case orders increases the above-mentioned quantity then 3% amount of each supply order will be deducted as PBG from due payment from bidder & same will be released after expiry of the warranty period or bidder has an option to submit additional PBG against the supply order.

(2) EMD of successful bidder(s) will only be released after signing of agreement and submission of PBG.

5.5.2 The proceeds of the Performance Bank Guarantee/ additional Performance Bank Guarantee shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete his obligations under the Contract. The Purchaser may claim such compensation in addition to initiating any other legal proceedings.

5.5.3 The Performance Bank Guarantee shall be given in one of the following forms:
An irrevocable and unconditional Bank Guarantee in favour of the Purchaser issued by a Nationalised/schedule bank in a format given by the Purchaser. This Bank Guarantee should be of a sufficient duration to cover the risk of the Purchaser.

The Performance Bank Guarantee, regarding delivery & installation will be discharged by the Purchaser and returned to the Supplier not later than 30 days following the date of completion of the Supplier's performance related obligations, under the Contract (excluding after sales maintenance for which separate performance guarantee has been taken).

5.6 Payment:

Payment will be released to bidder on Quarterly basis. The bidder shall raise quarterly bill as per the scope outlined in the Scope of Work. The bidders have to submit a duly signed and stamped certificate from end user clearly showing the work executed. After submission of bills along with requisite documents, the payment to the company will be released within 10 working days after receipt of bills, subject to receipt of payment from end user.

5.7 Subcontract:

- 5.7.1 The Supplier shall not assign in whole or in part, its obligations to perform under the Contract, except with the Purchaser's prior written consent.
- 5.7.2 The Supplier shall notify the Purchaser, in advance in writing, of all sub-Contracts awarded under the Contract if not already specified in his bid. Such notification, in his original bid or later (even if with prior approval of Purchaser) shall not relieve the Supplier of any liability or obligations under the Contract.
- 5.7.3 Subcontracts must comply with the contract conditions of this tender.
- 5.8 Delays in the Supplier's Performance:
 - 5.8.1 Delivery of the services and the performance of services shall be made by the Supplier in accordance with the time schedule specified by the Purchaser in the Contract.
 - 5.8.2 Any unjustifiable delay by the Supplier in the performance of his delivery obligation may render the Supplier liable to any or all the following:
 - (i) Forfeiture of its performance security,
 - (ii) Imposition of liquidated damages as mentioned in the scope of work.
 - (iii) Termination of the contract and risk purchase at Supplier's risk
 - (iv) Initiation of any other legal proceedings.
 - 5.8.3 The Supplier will strictly adhere to the time-schedule for the performance of Contract. However, the Purchaser can relax this time limit in force majeure conditions.
- 5.9 Termination for Default:
 - 5.9.1 The Purchaser may without prejudice to any other remedy for breach of contract, (including forfeiture of Performance Security) by written notice of default sent to the supplier, terminate the Contract in whole or in part after sending a notice to the Supplier in this regard.
 - (a) if the Supplier fails to deliver any or all of the services within the time period(s) specified in the Contract, or any extension thereof granted by the Purchaser pursuant to clause 2.9.2, or
 - (b) If the Supplier fails to perform any other obligation under the Contract.
 - 5.9.2 In the event the Purchaser terminates the Contract in whole or in part, he may procure, upon such terms in such manner, as it deems appropriate, services similar to those undelivered, and the Supplier shall be liable to pay excess cost of such similar services to the Purchaser. This liability will be in addition to forfeiture of performance guarantee and any other legal proceedings, which the Purchaser may initiate as per Para 5.8.2.

5.10 Force Majeure:

5.10.1 Notwithstanding the provisions of the clauses 5.9 and 5.10, the Supplier shall not be liable for forfeiture of its performance security or termination for default, or payment of any damages, if and to the extent that his delay in performance under the Contract is the result of an event of Force Majeure.

5.10.2 For purpose of this clause, Force Majeure means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Purchaser either in its sovereign or contractual capacity, war, revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

5.10.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing or such conditions and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier 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.

5.11 Taxes and Duties:

Supplier shall be entirely responsible for payment of all taxes, duties and levies, imposed up to/until the delivery point specified in the Contract. If there is a reduction in any of the statutory duties and levies before the despatch of services, the benefit of the same will be passed on to the Purchaser.

5.12 Limitation of Liability:

The liability of the supplier in respect of all claims under this tender including penalty for delay in delivery, services, liquidity damages etc. shall not exceed the aggregate value of the services and services supplied under this tender. Either party shall not be liable for any claim made for any indirect, consequential or incidental losses and indirect damages, costs or other expenses related thereto.

5.13 Arbitration:

All disputes, differences, claims and demands arising under this tender shall be referred to arbitration of a sole arbitrator to be appointed with mutual consent of both the parties. All arbitration will be held in Shimla. If the parties cannot agree on the appointment of the Arbitrator within a period of one month from the notification by one party to the other of existence of any dispute and need for appointment of an arbitrator. Further action will be taken in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and the award made under this tender shall be final and binding upon the parties hereto, subject to legal remedies available under the law.

SECTION-6: TENDER FORMATS

**FORM A - DECLARATION FOR ACCEPTANCE OF TERMS & CONDITIONS
CONTAINED IN THE TENDER DOCUMENT**

To

The Managing Director,
H.P. State Electronics Development Corporation Ltd.,
1st Floor, IT Bhawan, Mehli, Shimla-171013.

Sir,

I have carefully gone through the Terms & Conditions contained in the Tender Document No..... I declare that all the provisions of this Tender Document contained in this tender and subsequent corrigendum(s)/ clarifications issued from time to time are acceptable to my Company/firm. I further certify that I am an authorised signatory of my company and I am, therefore, competent to make this declaration.

Yours Sincerely,

Name: _____

Designation: _____

Company: _____

Address: _____

Contact No:

Email-id:

FORM B - FORMAT FOR PARTICULARS OF THE BIDDER

| Details of the Bidder (Company) | | |
|---------------------------------|--|--|
| 1 | Name of the Bidder | |
| 2 | Address of the Bidder | |
| 3 | Year of Incorporation | |
| 4 | Registration Number & Registration Authority | |
| 5 | Legal Status (Public/Private) | |
| 6 | Name & Designation of the Authorized person to whom all Rerences shall be made Regarding this RFP | |
| 7 | Telephone No. (with STD Code) | |
| 8 | Mail of the Contact person: | |
| 9 | Fax No. (with STD code) | |
| 10 | Website | |
| 11 | GSTIN Number | |
| 12 | PAN | |

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

Location:Date:

FORM C - DECLARATION FOR PAST PERFORMANCE

To

The Managing Director,
H.P. State Electronics Development Corporation Ltd.,
1st Floor, IT Bhawan, Mehli, Shimla-13.

Sir,

I have carefully gone through the Terms & Conditions contained in the Tender Document No..... I hereby declare that my company has not been declared ineligible/blacklisted/debarred by any departments of the Central, State Governments Deptt. and PSUs of Central/ State Govt for any matter whatsoever. I further certify that I am an authorized signatory of my company and I am, therefore, competent to make this declaration.

Yours truly,

Name: _____

Designation: _____

Company: _____

Address: _____

Contact No:

Email-id:

FORM D - SAMPLE OF PRICE SCHEDULE/BOQ

(to be completed by bidder as per the format available on e-procurement portal
<https://hptenders.gov.in>)

| ICT Lab 5 Smart Schools | | | | | | |
|--------------------------------|--|---|---------------|------------------------------------|----------|-------|
| Item. No | Equipment Details | Make/Brand | Approx . Qty. | PRICE For One year AMC/ Unit Price | GST in % | Total |
| 1 | 16 port switch | D-Link | 1 | | | |
| 2 | CPU/ Server | HP | 8 | | | |
| 3 | HP TFT Monitors with Mouse & keyboard | HP | 40 | | | |
| 4 | Computing device | N.Computing | 32 | | | |
| 5 | Webcam | Zebronics | 2 | | | |
| 6 | UPS (6KVA) (in Lab) | Emerson | 1 | | | |
| 7 | UPS 1KVA LI for Smart Classroom | Emerson | 2 | | | |
| 8 | Interactive White Board | IWBE | 2 | | | |
| 9 | Multi Functional Printer (HP 128FN) | HP | 2 | | | |
| 10 | Integrated Computer Projector with wireless keyboard and mouse | IL &FS- Education | 2 | | | |
| 11 | Operating System | Win-7 Pro. In Kyan & Windows Multi Point Server 2011 Professional in Server | All Computers | | | |

| Normal ICT Lab (1509 Schools) | | | | | | |
|--------------------------------------|---------------------------------------|-------------|---------------|------------------------------------|----------|-------|
| Item. No | Equipment Details | Make/Brand | Approx . Qty. | PRICE For One year AMC/ Unit Price | GST in % | Total |
| 1 | 8 port switch | D-Link | 1 | | | |
| 2 | CPU /Server | HP | 2 | | | |
| 3 | HP TFT Monitors with Mouse & keyboard | HP | 10 | | | |
| 4 | Computing device | N.Computing | 8 | | | |
| 5 | Webcam | Zebronics | 1 | | | |
| 6 | UPS (1KVA) for ICT Lab | Emerson | 1 | | | |
| 7 | UPS 1KVA LI for Smart Classroom | Emerson | 2 | | | |
| 8 | Interactive White Board | IWBE | 2 | | | |

| | | | | | | |
|----|--|---|---------------|--|--|--|
| 9 | Multi Functional Printer (HP 128FN) | HP | 1 | | | |
| 10 | Integrated Computer Projector with wireless keyboard and mouse | IL &FS- Education | 2 | | | |
| 11 | Operating System | Win-7 Pro. for Kyan & Windows Multi Point Server 2011 Professional for Server | All Computers | | | |

Note: The following items/ spares will not be covered under AMC:

1. Plastic Parts and Broken parts,
2. Burn of Items
3. Theft
4. Natural Calamities like earthquake, flood, lighting, fire etc.
5. Pirated software will also not be covered under AMC.

FORM E - PERFORMANCE BANK GUARANTEE TEMPLATE

[Date]

To,

The Managing Director,
H.P. State Electronics Development Corporation Ltd.,
First Floor, IT Bhawan, Mehli, Shimla-171013.

Dear Sir,

1. Whereas M/s _____ (hereinafter called “CONTRACTOR”) has supplied _____ (as per Bill of Material Specified in this Document) as per agreement/supply order No. _____ dated _____ signed between the HPSEDC (hereinafter called “Client”) and them and as per the agreement/supply order the M/s. _____ is supposed to furnish Performance Security for supply of _____ and maintain the same for a period of _____ years.
2. NOW THEREFORE KNOW ALL THE MAN THESE PRESENTS THAT WE, _____ (Bank Name) _____ having its Head Office at _____ (hereinafter called “the Bank”) are bound up to the Client in the sum of Rs. _____/- (Rs. _____) only) for which payment will and truly to be made to the said Client, the Bank binds itself, its successors and assignees by these presents.
3. The Bank further undertakes to pay to the purchaser up to the above amount on receipt of its first written demand, without the Client having to substantiate its demand. The Client’s decision in this regard shall be final and shall not be called upon to question under any circumstances. The Bank Guarantee will remain in force up to _____. However, its validity can be got extended before _____ solely at the instance of the Purchaser. This clause shall remain valid notwithstanding anything else contained to the contrary in this document.
4. Our responsibility under this guarantee is restricted to Rs. _____/- (Rupees _____) only and it will remain enforce up to _____ unless a demand in writing is received by the bank on or before _____, all your rights under the said guarantee shall be forfeited and we shall be released and discharged from all the liabilities thereunder.

5. This guarantee will remain in force up to <date of validity> and any demand in respect thereof should reach the Bank not later than the specified date/dates. However, notwithstanding anything else contained to the contrary in this Guarantee, if the implementing agency does not submit the fresh performance bank guarantee (as per required schedule and amount) till 15 days before expiry of this performance bank guarantee, the Purchaser may either forfeit the PBG or ask the Bank to extend validity of the Bank Guarantee for a further period not exceeding six months. In the latter situation, the Bank shall comply with such a request of extension.

6. Sealed with the Common Seal of the said Bank this _____ day of _____, 2022. In witness whereof the Bank, through its authorized officer, has set its hand and stamp on this _____ day of _____, 2022 for Bank _____

Witness

Signature

Name

M/s. _____ (complete address)

Note: This guarantee will attract stamp duty as a security bond.

A duly certified copy of the requisite authority conferred on the official/s to execute the Guarantee on behalf of the bank should be annexed to this guarantee for verification and retention thereof as documentary evidence.

FORM F - BANK GUARANTEE (BG) FORMAT FOR EMD

Date _____

To

The Managing Director,
H.P. State Electronics Development Corporation Ltd., First Floor, IT Bhawan, Mehli,
Shimla-171013.

Dear Sir,

1. Whereas M/s. _____ (hereinafter called "Bidder") has quoted against the Tender No:
2. Invited by M/s H.P. State Electronics Development Corporation Ltd. (HPSEDC) towards supply of _____ is supposed to furnish Bank Guarantee the same valid for a period of 180 days.
3. NOW THEREFORE KNOW ALL THE MAN THESE PRESENTS THAT WE, __ (Bank Name)_____ having its Head Office at _____ (hereinafter called "the Bank") are bound up to the Client in the sum of Rs. _____/- (Rs. _____) only) for which payment will and truly to be made to the said Client, the Bank binds itself, its successors and assignees by these presents.
4. The Bank further undertakes to pay to the purchaser up to the above amount on receipt of its first written demand, without the Client/ HPSEDC having to substantiate its demand. The Client's decision in this regard shall be final and shall not be called upon to question under any circumstances. The Bank Guarantee will remain in force up to 180 days. However, its validity can be got extended before expiry of its validity solely at the instance of the HPSEDC. This clause shall remain valid notwithstanding anything else contained to the contrary in this document.
5. Our responsibility under this guarantee is restricted to Rs. _____/- (Rupees _____) only and it will remain enforce up to _____ unless a demand in writing is received by the bank on or before _____, all your rights under the said guarantee shall be forfeited and we shall be released and discharged from all the liabilities thereunder.

6. This guarantee will remain in force up to <date of validity> and any demand in respect thereof should reach the Bank not later than the specified date/dates. However, notwithstanding anything else contained to the contrary in this Guarantee, if the bidder does not submit the fresh bank guarantee or extend the existing Bank Guarantee till 15 days before expiry of this bank guarantee, the Purchaser/ HPSEDC may either forfeit the BG or ask the Bank to extend validity of the Bank Guarantee for a further period not exceeding six months. In the latter situation, the Bank shall comply with such a request of extension.

7. Sealed with the Common Seal of the said Bank this _____ day of _____, 2022. In witness whereof the Bank, through its authorized officer, has set its hand and stamp on this _____ day of _____, 2022 for Bank _____

Witness

Signature

Name

M/s. _____ (complete address)

Note: This guarantee will attract stamp duty as a security bond.

A duly certified copy of the requisite authority conferred on the official/s to execute the Guarantee on behalf of the bank should be annexed to this guarantee for verification and retention thereof as documentary evidence.

FORM G - CUSTOMER SUPPORT AND SERVICE**(i) Number of engineers and their qualification**

| S. No. | Qualification | Numbers(\$) | Experience | Special attributes * |
|---------------|--------------------------|--------------------|-------------------|-----------------------------|
| 1 | B. Tech and above | | | |
| 2 | Diploma holders | | | |
| 3 | Others | | | |

(ii) Inventory of critical components maintained at

* Give special attributes such as Microsoft Certified/CCNA etc.

* \$ Indicate number of Engineers in Shimla and other locations in the State and / Chandigarh (Tricity).

(iii) Support Matrix.

FORM H - DETAIL OF EQUIPMENTS BASE WHERE SERVICES ARE BEING PROVIDED

| S. No. | Organization(\$) | Number of Servers/ PCs/ laptops/Printers etc./installed/maintained | Date of Order | Current Status |
|---------------|-------------------------|---|----------------------|-----------------------|
| 1 | | | | |
| 2 | | | | |
| 3 | | | | |
| 4 | | | | |

* Give latest position regarding after sales support.

\$ Give telephone/ Fax No. and address of the service engineer.