



Tender document for supply and installation of passive LAN equipment

Reference number: PSeGS/Passive_LAN/2019/1

Punjab State e-Governance Society (PSeGS),
O/o Department of Governance Reforms (DGR),
Government of Punjab
Plot D-241, Industrial Area, Phase – 8B, Sector – 74,
Near Quark City, Mohali – 160071

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1. Notice inviting tender

Government of Punjab

RFP Reference Number: PSeGS/Passive LAN/2019/1

Punjab State e-Governance Society (PSeGS) invites online bids for the appointment of Service Provider for supply and installation of passive LAN equipment at various government offices at Chandigarh / Mohali.

Closing date and time is 11.10.2019 at 03.00 PM. For details log on to www.dgrpunjab.gov.in and www.eproc.punjab.gov.in.

2. Document control sheet

S.N.	Particular	Details
1.	Document reference number	PSeGS/Purpose/2019/1
2.	Date & time for the start of sale of e-tender	21-09-2019 09:00 Hrs
3.	Last date and time for submission of queries	27-09-2019 11:30 Hrs
4.	Date and time for pre-bid meeting	27-09-2019 12:00 noon
5.	Last date and time for submission of bids	11-10-2019 15:00 Hrs
6.	Date and time of opening of pre-qualification bids	14-10-2019 11:00 Hrs
7.	Date of opening of commercial bids	To be intimated later
8.	Address for communication	Punjab State e-Governance Society, O/o Department of Governance Reforms, Plot D-241, Industrial Area, Phase – 8B, Sector – 74, Near Quark City, Mohali - 16062
9.	Cost of tender document & mode of payment	Rs. 500/- (Rs. Five hundred only) through online mode.
10.	Earnest Money Deposit (EMD) through online mode	Rs. 10,000/- (Rs. Ten thousand only)
11.	Contact details	Mr. Anshu Rabra, Technical Assistant Mobile : +91 9988979680 Email: anshu.rabra@punjab.gov.in
12.	Website for RFP reference	https://eproc.punjab.gov.in/ and dgrpunjab.gov.in

Note:

- 2.1.1 In case a holiday is declared on any day, the event will be shifted to the next working day, same time.
- 2.1.2 All corrigendum / addendums / clarifications regarding this RFP shall be posted on the above mentioned websites only. No other communication or advertisement will be given.

3. Definitions

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

3.1.1.1 “DGR” means Department of Governance Reforms.

3.1.1.2 “PSeGS” means Punjab State e-Governance Society (which is the implementing agency of DGR).

3.1.1.3 “Client” refers to DGR. However, the contract will be signed through implementing agency i.e. PSeGS.

3.1.1.4 “Site Offices” may refer to any or all of the following:

3.1.1.4.1 DGR / PSeGS office, Mohali

3.1.1.4.2 Punjab Civil Secretariat – 1, Sector – 1, Chandigarh

3.1.1.4.3 Punjab Civil Secretariat – 2, Sector – 9, Chandigarh

3.1.1.4.4 Any other office located at Chandigarh / Mohali

3.1.1.5 “Bidder” means firm / company / business entity who submits bid in response to this tender.

3.1.1.6 “Bid” means proposal submitted by bidders in response to this tender issued by PSeGS for selection of “Service Provider”.

3.1.1.7 “Committee” means the committee constituted by PSeGS for evaluation of bids.

3.1.1.8 “Passive LAN equipment” refers to UTP cable, Optical Fiber Cable (OFC), RJ-45, conduit pipe, flexible pipe, clamp, batten, Information Outlet Box, patch cord, HDPE pipe, Network Rack, Channel, etc. and related equipment.

3.1.1.9 “Similar work” means supply and installation of “Passive LAN equipment”.

3.1.1.10 “Service Provider” means the firm / company / business entity, selected through competitive tendering process in pursuance of this tender.

3.1.1.11 “EMD” means “Earnest Money Deposit”.

3.1.1.12 “PBG” means “Performance Bank Guarantee”.

3.1.1.13 “Contract” refers to contract entered between PSeGS and the Service Provider.

4. Instructions to bidders

4.1 Invitation for bid

- 4.1.1 Department of Governance Reforms (DGR), Punjab with the help of its implementing agency Punjab State e-Governance Society (PSeGS) administers the implementation of e-Governance projects for the overall benefit of the citizens and public by setting up the necessary administrative, financial, legal and technical framework, implementation mechanism and resources in the State of Punjab.
- 4.1.2 Through this tender, PSeGS invites proposals from interested bidders for the supply and installation of “Passive LAN equipment” installed at various “Site Offices” under rate contract.
- 4.1.3 PSeGS shall enter into a contract (refer definition at 3.1.13) for one year initially with the successful bidder for supply and installation of “Passive LAN equipment”.
- 4.1.4 PSeGS may, at its own discretion, extend the date for submission of proposals.
- 4.1.5 All information supplied by bidders shall be treated as contractually binding on the bidders on successful award of the assignment by PSeGS on the basis of this tender.

4.2 Validity of bids

- 4.2.1 Bids shall remain valid till 180 (one hundred and eighty) days from the date of submission of bids. PSeGS reserves right to reject a proposal valid for a shorter period as non-responsive.
- 4.2.2 If required, PSeGS may solicit the bidder’s consent to extend the period of validity. The request and the response thereto shall be made in writing. Extension of validity period by the bidder should be unconditional. A bidder may refuse the request without forfeiting the Earnest Money Deposit. A bidder granting the request will not be permitted to modify its bid.

- 4.2.3 PSeGS reserves the right to annul the tender process, or to accept or reject any or all the bids in whole or part at any time without assigning any reasons and without incurring any liability to the affected bidder(s) or any obligation to inform the affected bidder(s) of the grounds for such decision.

4.3 Amendment to the tender document

- 4.3.1 Amendments / corrigendums / addendums / clarifications necessitated due to any reasons, shall be made available on website only as provided in the document control sheet. No separate communication either in writing or through email will be made to any interested/ participating bidders. It shall be the responsibility of the bidders to keep on visiting the website to amend their bids incorporating the amendments so communicated through the website.
- 4.3.2 In order to provide prospective bidders reasonable time for taking the corrigendum(s) or addendum(s) into account, PSeGS, at its discretion, may extend the last date for the receipt of bids.

4.4 Clarifications on submitted bids

- 4.4.1 During process of evaluation of the bids, PSeGS may, at its discretion, ask bidders for clarifications on their bids. The bidders are required to respond within the prescribed time frame given for submission of such clarification.

4.5 Earnest Money Deposit (EMD)

- 4.5.1 The bidder shall furnish EMD through online mode, as part of the Eligibility Criteria, as per detail provided in the Document Control sheet.
- 4.5.2 EMD of the successful bidder will be released after the successful bidder signs the final agreement and furnishes the Performance Bank Guarantee (PBG) as performance security.
- 4.5.3 EMD of all unsuccessful bidders would be refunded by PSeGS as promptly as possible after signing of the agreement with the successful bidder.
- 4.5.4 The EMD submitted shall be interest free and will be refundable to the bidders without any accrued interest on it.

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4.5.5 The EMD will be forfeited on account of one or more of the following reasons:-

4.5.5.1 Bidder withdraws its bid during the validity period specified in the tender.

4.5.5.2 Bidder fails to provide required information during the evaluation process or is found to be non-responsive.

4.5.5.3 In case of a successful bidder, the said bidder fails to sign the Agreement in time; or furnish Performance Bank Guarantee in time.

4.6 Preparation of bid

4.6.1 The bidder is expected & deemed to have carefully examined all the instructions, guidelines, forms, requirements, appendices and other information along with all terms and condition and other formats of the bid. Failure to furnish all the necessary information as required by the bid or submission of a proposal not substantially responsive to all the requirements of the bid shall be at bidder's own risk and may be liable for rejection.

4.6.2 The bidders can visit "Site Offices" to see the actual installations for themselves to assess the quantum of work involved before submitting the bid. Once the bid is submitted, it will be presumed that the bidder has seen and understood the complete Scope of Work.

4.6.3 The bid shall be uploaded on the www.eproc.punjab.gov.in website by the bidder or duly authorized person(s) to bind the bidder to the contract.

4.6.4 The bidder shall be responsible for all costs incurred in connection with participation in the bid process.

4.6.5 The bids submitted by fax / e-mail etc. shall not be accepted. No correspondence will be entertained on this matter.

4.6.6 Failure to comply with the below requirements shall lead to the bid rejection

4.6.6.1 Comply with all requirements as set out within this tender.

4.6.6.2 Submission of the forms and other particulars as specified in this tender and respond to each element in the order as set out in this tender.

4.6.6.3 Non-submission of all supporting documentations specified in this tender, corrigendum or any addendum issued.

4.7 Disqualifications

4.7.1 PSeGS may at its sole discretion and at any time during the evaluation of bids, disqualify any bidder, if the bidder has:

- 4.7.1.1 Made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements;
- 4.7.1.2 Exhibited a record of poor performance such as abandoning works, not properly completing the contractual obligations, inordinately delaying completion or financial failures, etc. in any project in the preceding three years.
- 4.7.1.3 Failed to provide clarifications related thereto, when sought;
- 4.7.1.4 Submitted more than one bid (directly / indirectly);
- 4.7.1.5 Declared ineligible by the Government of India / State / UT Government for corrupt and fraudulent practices or blacklisted.
- 4.7.1.6 Submitted a bid with price adjustment/variation provision.
- 4.7.1.7 Documents are not submitted as specified in the tender document.
- 4.7.1.8 Suppressed any details related to bid.
- 4.7.1.9 Submitted incomplete information, subjective, conditional offers and partial offers submitted.
- 4.7.1.10 Not submitted documents as requested in the checklist.
- 4.7.1.11 Submitted bid with lesser validity period.
- 4.7.1.12 Any non-adherence / non-compliance to applicable tender content.

4.8 Deviations

4.8.1 Bids submitted with any deviations to the contents of the Tender Document will be considered as non-responsive. No deviation(s) / assumption(s) / recommendation(s) shall be allowed with the bid. Bidders must ensure that pre-bid meeting is attended by their concerned senior people so that all clarifications and assumptions are resolved before bid submission.

4.9 Clarification on tender document

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- 4.9.1 The bidders requiring any clarification on the bid document may submit his queries by the due date and time as mentioned in the Document Control Sheet in the following format in a MS Excel file:

SN	RFP Clause No.	Page No.	RFP Clause detail	Clarification / Amendment Sought

4.10 Bid opening

- 4.10.1 PSeGS will constitute a committee to evaluate the bids submitted by bidders. A two-stage process, as explained hereinafter, will be adopted for evaluation of bids. No correspondence will be entertained outside the process of evaluation with the Committee.
- 4.10.2 The bids submitted will be opened at time & date as specified in the document control sheet by Committee or any other officer authorized by Committee, in the presence of bidders or their representatives who may wish to be present at the time of bid opening.
- 4.10.3 Committee may, at its discretion, call for additional information from the bidder(s) through email / telephone / meeting or any other mode of communication. Such information has to be supplied within the set out time frame as provided by Committee, otherwise Committee shall make its own reasonable assumptions at the total risk and cost of the bidder and the bid may lead to rejection. For verification of information submitted by the bidders, the committee may visit bidder's offices at its own cost. The bidders shall provide all the necessary documents, samples and reference information as desired by the committee.

4.11 Bid evaluation process

- 4.11.1 The bid evaluation will be carried out in a two stage process as under:
- 4.11.1.1 Eligibility-cum-technical evaluation.
 - 4.11.1.2 Commercial bids evaluation

4.12 Eligibility-cum-technical evaluation

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4.12.1 The evaluation of the bidders will be carried out by the Committee as per the pre-qualification / eligibility criteria defined in the tender document. Only the bidders who fulfill the given pre-qualification eligibility criteria shall be eligible for next round of evaluation i.e. Commercial bid opening. Non-conforming bids will be rejected and will not be eligible for any further processing.

4.12.2 The eligibility criteria are given as below:-

SN	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 legal status
2.	The bidder should be in operation for at least the last one year as on 31st July 2019 in doing "Similar Work".	Work order / contract to validate the year and area of activities.
3.	The bidder should have successfully completed at least one "Similar Work" costing not less than the amount equal to Rs. 2 lakh in government / private organization during the last three years ending 31.03.2019	Work order / contract confirming year, cost, number of locations and area of activity. Any other relevant documents for costing of each similar work may also be accepted.
4.	The bidder shall submit the undertaking that the bidder :- <ol style="list-style-type: none"> a. Has not been ever under a declaration of ineligibility for corrupt or fraudulent practices and should not be blacklisted 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 not have been convicted of any criminal offence related to 	Self-Certified letter

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SN	Eligibility Criteria	Supporting documents
	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.	
5.	The bidder should have valid GST registration certificate and PAN in the name of bidder.	Self-certified copy of relevant valid certificates
6.	The bidder must ensure to deposit the tender document fees and EMD	Any relevant proof
7.	The bidder must submit detailed technical specifications / brochures of the Passive LAN equipment listed in the commercial bid.	Compliance sheet, relevant data sheets and brochures. The committee may request a sample of the equipment, if required.

Note: All the above mentioned documents have to be scanned and uploaded.

4.13 Commercial bids evaluation

- 4.13.1 Commercial bids would be opened only for those bidders, who qualify all the Eligibility Criteria as explained above on the prescribed date in the presence of bidder's representatives, who may wish to be present.
- 4.13.2 The bidder offering lowest "Grand Total Cost" would be termed as L1 (Least Cost) bidder or the successful bidder.
- 4.13.3 In case the evaluated bid amount of two or more bidders are the same, then the firm having higher total turnover for the financial year 2017-18 will be declared as L1 bidder or the successful bidder.
- 4.13.4 Failure to abide the tender conditions may result into forfeiture of EMD & PBG.
- 4.13.5 Any conditional commercial bid will lead to disqualification of the entire bid and forfeiture of the EMD.
- 4.13.6 Bidder quoting zero or negative service charges will be treated as non-responsive and will result in forfeiture of the EMD.
- 4.13.7 Errors & Rectification:

4.13.7.1 If there is a discrepancy between words and figures of the charges, the amount in figures will prevail.

4.13.7.2 If the bidder doesn't accept the correction of error(s) as specified, its bid will be rejected.

4.14 Notification of award of contract

PSeGS will notify the successful bidder in writing about acceptance of their bid. The notification of award will constitute the formation of the contract after submission of PBG to PSeGS as performance security by the successful bidder.

4.15 Performance security

4.15.1 As soon as possible, but not more than 15 days following receipt of letter of award of the contract, the successful bidder shall furnish PBG to PSeGS valuing Rs. 50,000/- as performance security.

4.15.2 PBG shall remain valid for a period of 180 (one hundred eighty) days beyond the expiry of the contract. Whenever the contract is extended, Service Provider will have to extend the PBG proportionately.

4.15.3 In case the successful bidder fails to submit PBG within the time stipulated, PSeGS at its discretion may cancel the award of contract to the successful bidder without giving any notice and the EMD of the concerned bidder will be forfeited.

4.15.4 The Service Provider will not be entitled for any interest on the PBG submitted.

4.15.5 PSeGS shall forfeit the PBG in full or in part in the following cases:

4.15.5.1 When the terms and conditions of contract are breached/ infringed.

4.15.5.2 When contract is being terminated due to non-performance of the Service Provider.

4.15.5.3 The Clients incur any loss due to Service Provider's negligence in carrying out the project implementation as per the agreed terms & conditions.

4.16 Signing of contract

- 4.16.1 The successful bidder will sign the contract with PSeGS within 15 working days of the release of notification and submission of performance security. After signing of the contract, no variation in or modification of the term of the contract shall be made except by mutual written amendment signed by both the parties.

4.17 Fraud and corrupt / malpractices

- 4.17.1 All the bidders must observe the highest standards of ethics during the process of selection of Service Provider and during the performance and execution of contract.
- 4.17.2 For this purpose, definitions of the terms are set forth as follows:
- 4.17.2.1 "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of the Client or its personnel in contract executions.
 - 4.17.2.2 "Fraudulent practice" means a misrepresentation of facts, in order to influence a selection process or the execution of a contract, and includes collusive practice among bidders (prior to or after Proposal submission) designed to establish Proposal prices at artificially high or non-competitive levels and to deprive the Client of the benefits of free and open competition.
 - 4.17.2.3 "Unfair trade practice" means supply of services different from what is ordered, or change in the Scope of Work.
 - 4.17.2.4 "Coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or execution of contract.
- 4.17.3 PSeGS will reject a proposal for award, if it determines that the bidder recommended for award, has been determined to having been engaged in corrupt, fraudulent or unfair trade practices.
- 4.17.4 PSeGS will declare a bidder ineligible, either indefinitely or for a stated period of time, for award of contract, if bidder is found to be engaged in corrupt, fraudulent and unfair trade practice in competing for, or in executing, the contract at any point of time.

5. Scope of Work

- 5.1.1 Structured LAN infrastructure with fiber backbone already exists at most “Site Offices”. The core switches, floor switches along with back bone connectivity is managed by the Client. Accordingly, the IP address maintenance and switch configuration are maintained by Client. The Client requires that the additional LAN distribution from each floor jack panel, installation of additional jack panel if required till wall I/O including the patch cable at all places is to be provided by the Service Provider. The Service Provider is required to provide cabling services (like cable laying and installation of LAN passive components) and other related works as and when required by deputing persons to do the such jobs.
- 5.1.2 The Service Provider would be required to supply and install the Passive LAN equipment as per the items listed in the commercial format at various “Site Offices” under rate contract for 1 year initially. The quantity mentioned in the commercial sheet is tentative requirement for a period of 1 year. The work orders would be placed based on actual requirements.
- 5.1.3 Procedure: The Client shall call the Service Provider and intimate about the requirement / fault through phone, email, etc. The vendor will accordingly, visit the site on same day or next working day to assess the fault / requirement. The estimated quantity of material required and costs involved (based on rates discovered in this bid) in the activity shall be intimated to the Client for necessary approvals. After a PO has been raised, the Service Provider would be required to accomplish the tasks within stipulated timelines to avoid penalty. The manpower required for the job shall be deputed by the Service Provider. The Client will pay for the material and services used as per the actuals based on rates discovered in this bid. The Client will not pay any additional call / service / labour / transportation charges for carrying out the job.
- 5.1.4 The Service Provider is required to provide best quality of materials which are of equal or higher specifications mentioned in the commercial sheet. The entire cabling system and components should be tested, approved and

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certified by relevant authorities like ISO/IEC, EIA/TIA, ETL, CSA, UL, RoHS, etc. (documentary proof to be submitted in this regard). The racks should meet standards EIA-310. The conduit, HDPE pipe, channel, etc. should be ISI certified.

- 5.1.5 In case of critical activities or in emergency situations, the Service Provider will have to deploy engineers urgently on same day (even on holidays).
- 5.1.6 While carrying out the activities, the Service Provider shall ensure that the network services for other users are not impacted. If there is a possibility of such disruption, then the Service Provider must intimate the same while submitting the estimate.
- 5.1.7 Standard OEM warranty of the material supplied will be applicable.
- 5.1.8 No part of the contract shall be outsourced / sublet.

6. General Contract Conditions

6.1 Standards of performance

6.1.1 The Service Provider shall deliver the services and carry out its obligations under the contract with due diligence, efficiency and economy in accordance with generally accepted professional standards and practices. The Service Provider shall always act in respect of any matter relating to this contract as faithful Service Provider to the Client. The Service Provider shall always support and safeguard the legitimate interests of the Client, in any dealings with a third party. The Service Provider shall conform to the standards laid down in the tender in totality.

6.2 Contract period

6.2.1 This contract shall be valid for a period of 1 year initially from the date of signing of contract. If the services of the Service Provider are found satisfactory, contract may be extended on the same prices for an additional period of maximum 2 years (1 year at a time) by mutual consent on the same terms & conditions.

6.3 Prices

6.3.1 The service charges quoted in the commercial bid shall be exclusive of all statutory duties & taxes. Taxes shall be paid extra as applicable.

6.3.2 The prices shall remain fixed for the complete contractual period. No price change request will be accepted after opening of the bids and during the validity of the contract.

6.3.3 In the financial bid format, the bidder must quote prices of all equipments. If the bidder fails to quote price of any of the line item, then the bid of the concerned bidder shall be rejected.

6.4 Additional locations

- 6.4.1 “Site Offices” can be increased / decreased at any time during the validity of the contract on the same terms and conditions. However, the location of “Site Office” shall be in Chandigarh and / or Mohali.

6.5 Payment terms

- 6.5.1 Payment to the Service Provider shall be made in Indian Rupees through NEFT or account payee cheque only after successful installation and commissioning.
- 6.5.2 The invoices shall be raised using GST No. of Punjab only.
- 6.5.3 The warranty certificate of the equipment must be submitted along with the invoice (if applicable).
- 6.5.4 Payments shall be made on quarterly basis and shall be subject to deductions of any amount for which the Service Provider is liable under the contract. Further, all payments shall be made subject to deduction of TDS (Tax Deduction at Source) at the rate applicable from time to time as per the Income-Tax Act, 1961 and any other applicable deductions/ taxes.
- 6.5.5 The decision of the Client pertaining to the quality and quantity of works / services performed by the Service Provider will be final and acceptable to the Service Provider besides being binding. It shall be the responsibility of the Service Provider to rectify the deficiencies so pointed out without any extra payment. In the event of default by Service Provider, the Client reserves the right to get the concerned work / services fixed at its own level at the cost, risk and responsibility of the Service Provider after giving a notice in regard thereto in writing and expenditure so incurred by the Client will be recovered from the invoices of the Service Provider or from PBG, as it may deem fit.

6.6 Applicable law

- 6.6.1 Applicable Law means the laws and any other instruments having the force of law in India as may be issued and in force from time to time. The contract shall be interpreted in accordance with the laws of the Union of India and the State of Punjab.

6.7 Governing language

6.7.1 The Contract shall be written in English language. All correspondences and other documents pertaining to the contract, which are exchanged between the parties, shall be written in the English language.

6.8 Taxes and duties

6.8.1 All taxes, duties and any statutory levies etc. payable by the Service Provider during the contract tenure shall be the sole responsibility of the Service Provider.

6.9 Confidentiality

6.9.1 Confidential information shall mean and include any and all confidential or proprietary information furnished, in whatever form or medium, or disclosed verbally or otherwise by the Service Provider and/ or the Client to each other including, but not limited to, the services, plans, financial data and personnel statistics, whether or not marked as confidential or proprietary by the parties.

6.9.2 The Service Provider shall ensure that while providing services, all the details and information inside various IT equipment is kept confidential.

6.9.3 During the execution of the project except with the prior written consent of the Client, the Service Provider or its personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the contract.

6.9.4 The Service Provider will maintain the confidentiality of the data stored on the computer systems of end customer. The Service Provider will be required to take appropriate actions with respect to its personnel to ensure that the obligations of non-use & non-disclosure of confidential information are fully satisfied. In case of failure, the Client has right to take legal action against the firm.

6.10 Termination of contract for default

6.10.1 The Client or the Service Provider can terminate the contract in the event of default of terms and conditions of this tender or the subsequent contract by the other party by giving 1 months' written notice.

6.11 Termination of contract for insolvency, dissolution etc.

6.11.1 The Client may at any time terminate the Contract by giving written notice to the Service Provider, if the Service Provider becomes bankrupt or otherwise insolvent or in case of dissolution of firm/company or winding up of firm/company. In this event termination will be without compensation to the Service Provider, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to Client.

6.12 Termination for convenience

6.12.1 The Client reserves the right to terminate, by prior written 1 months' notice, the whole or part of the contract, at any time for its convenience. The notice of termination shall specify that termination is for Client's convenience, the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective.

6.13 Force Majeure

6.13.1 The Service Provider shall not be liable for forfeiture of its PBG or termination of contract for default if and to the extent that delays in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

6.13.2 For purposes of this clause, "Force Majeure" means an event beyond the control of the Service Provider and not involving the Service Provider's fault or negligence, and not foreseeable. Such events may include, but are not restricted to, wars or revolutions, riot or commotion, earthquake, fires, floods, epidemics, and quarantine restrictions.

6.13.3 If a Force Majeure situation arises, the Service Provider shall promptly notify the Client in writing of such condition and the cause thereof. Unless

otherwise directed by Client in writing, the Service Provider 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.

6.14 Resolution of disputes

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

6.14.1.1 Amicable Settlement: Performance of the Contract is governed by the terms and conditions of the Contract, however at times dispute may arise about any interpretation of any term or condition of Contract including the scope of work, the clauses of payments etc. In such a situation 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.

6.14.1.2 Arbitration: In case dispute arising between the Client and the Service Provider, which has not been settled amicably, the Service Provider can request the Client to refer the dispute for Arbitration under Arbitration and Conciliation Act, 1996. Such disputes shall be referred to the Arbitrator which shall be "Vice Chairman-PSeGS". The Indian Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof, shall apply to these arbitration proceedings. Arbitration proceedings will be held at Chandigarh. 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 client and the Service Provider. However, the expenses incurred by each party in connection with the preparation, presentation and litigation shall be borne by the party itself.

6.15 Legal Jurisdiction

6.15.1 All legal disputes between the parties shall be subject to the jurisdiction of the Courts situated in Mohali, Punjab only.

6.16 Amendment to the contract

6.16.1 The contract signed thereof can be amended by mutual consent of both the parties, provided such amendment is made in writing and signed by both the parties.

6.17 Limitation of liability

6.17.1 "Service Provider's" cumulative liability for its obligations under this Agreement shall not exceed the sum total of the following:

6.17.1.1 The cumulative work order value issued to the "Service Provider", if any.

6.17.1.2 The cumulative value of the EMD and PBG.

6.17.2 This limitation shall not apply to the following:

6.17.2.1 The acts of "Service Provider" which invite civil and or criminal consequences including damages etc. due to default on "Service Provider" in compliance of the conditions of the present agreement.

6.17.2.2 Any liability for damages arising from wilful misconduct or indemnification against third party claims for infringement.

7. Bid formats

[**Note:** Italicized comments in rectangular brackets of formats have been provided for the purpose of guidance/ instructions to bidders for preparation of the bid formats. These should not appear in the final bids to be submitted by the bidders]

7.1 Covering letter

Bid Reference No. : PSeGS/Passive_LAN/2019/1

[Bidders are required to submit the covering letter as given here on their letterhead]

To

Member Secretary,
Punjab State e-Governance Society,
O/o Department of Governance Reforms,
Plot D-241, Industrial Area, Phase 8B, Sector – 74, Near Quark City,
Mohali-160071

Sub: Bid for supply and installation of passive LAN equipment

Dear Sir,

1. We, the undersigned, have carefully examined the above referenced tender and offer to propose for the supply and installation of passive LAN equipment, in full conformity with the said tender.
2. We have read all the provisions of tender & corrigendum and confirm that these are acceptable to us.
3. We further declare that additional conditions, variations, if any, found in our proposal shall not be given effect to.
4. We agree to abide by this bid, consisting of this letter and commercial bid, and all attachments, till 180 days from the date of submission of bids as stipulated in the tender and modifications resulting from contract negotiations, and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.
5. Until the formal final contract is prepared and executed between us, this bid, together with your written acceptance of the bid and your notification of award, shall constitute a binding contract between us.

Tender document for supply and installation of passive LAN equipment

6. We hereby declare that all the information and statements made in this proposal are true and accept that any misrepresentation or misinterpretation contained in it may lead to our disqualification.
7. We understand you are not bound to accept any bid you receive, not to give reason for rejection of any bid and that you will not defray any expenses incurred by us in bidding.
8. We declare that this is our sole participation in this tender bid and we are not participating/co-participating through any of other related party or channel.
9. We have not been blacklisted or barred by any State Govt. / Central Govt. / Board, Corporations and Government Societies / PSU for any reason.
10. EMD of Amount Rs. <Fill Amount> has been paid online. Details are as below:-
[Insert the details as applicable].
11. Tender document cost has also been paid online. Details are as below:-
[Insert the details as applicable].
12. Our details have been filled below:-

SN	Particulars	Details
1.	Name of the bidder	
2.	Principal place of business	
3.	Address with Telephone numbers, Fax number, etc	
4.	Date of incorporation and/or commencement of business	
5.	Name of Partners/ Directors	
6.	Registration Number	
7.	PAN Number	
8.	GST Registration Number	
9.	Brief description of the Service Provider's line of business	
10.	Name, designation, postal address, e-mail address, phone numbers (including mobile) etc., of Authorized Signatory of the bidder with power of attorney.	
11.	Details of individuals who will serve as the point of contact/communication with the Client in case of the award of the contract.	

Tender document for supply and installation of passive LAN equipment

	<i>[The details to include Name, designation, postal address, e-mail address, phone numbers (including mobile) etc.]</i>	
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13. Details of Similar Works that are in progress or have been completed (Proofs attached) :-

S. No.	Name of the Service Contract	Name of the Client	Number of persons deployed	Value of Contract	Contract start date	Contract completion date

Signature

Full Name

In the capacity of

Duly authorised to sign Proposal for and on behalf of

Date.....

Place.....

[*: Strike off whichever is not applicable]

7.2 Eligibility criteria form

Bid Reference No.: PSeGS/Passive_LAN/2019/1

7.2.1 The compliance against each of the particulars provided under Clause 5.12 is to be submitted as per below format:-

Sl. No.	Particulars	Eligibility Criteria	Supporting documents	Pg. No.	Compliance (Yes / No)
...

7.3 Commercial bid form

[To be submitted by the bidder as per the format provided on the e-procurement website]

7.4 Format for Performance Bank Guarantee

Member Secretary
Punjab State e-Governance Society (PSeGS),
O/o Department of Governance Reforms (DGR),
Government of Punjab
Plot D-241, Industrial Area, Phase – 8B, Sector – 74,
Near Quark City, Mohali – 160071

Whereas, <<name of the Service Provider and address>> (hereinafter called “the applicant”) has undertaken, in pursuance of tender No: / Contract no. <<insert RFP / contract no.>> dated. <<insert date>> to provide consulting services for <<name of the assignment>> to <<Client>> (hereinafter called “the beneficiary”)

And whereas it has been stipulated in the said contract that the applicant shall furnish you with a irrevocable and unconditional bank guarantee by a recognized bank for the sum specified therein as security for compliance with its obligations in accordance with the contract;

And whereas we, <<Name of the Bank>> a banking company incorporated and having its head /registered office at <<address of the registered office>> and having one of its office at <<address of the local office>> have agreed to give the Client such a bank guarantee.

Now, therefore, we hereby affirm that we are guarantors and responsible to you, on behalf of the Service Provider, upto a total of Rs. <<Insert Value>> (Rupees <<insert value in words>> only) and we undertake to pay you, upon your first written demand declaring the Service Provider to be in default under the contract and without cavil or argument, any sum or sums within the limits of Rs. <<Insert Value>> (Rupees <<insert value in words>> only) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the applicant before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the Service Provider shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

Notwithstanding anything contained herein:

1. Our liability under this bank guarantee shall not exceed Rs <<Insert Value>> (Rupees <<insert value in words>> only).

Tender document for supply and installation of passive LAN equipment

2. This bank guarantee shall be valid up to <<insert expiry date>>.
3. It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this bank guarantee that we receive a valid written claim or demand for payment under this bank guarantee on or before <<insert expiry date>> failing which our liability under the guarantee will automatically cease.

8. SLA and Penalties

S.N.	Activity	Deliverable	Target/Service Level	Penalty for delays beyond target level
1.	Request for estimate	Estimate report after visiting "Site Office"	Same day or the next business day	Rs. 100/- per instance
2.	Delivery of material / services	Material / service delivered and installed along with installation report (if applicable)	Date of Purchase Order + 2 working days	5% of service / equipment's quoted cost per day subject to minimum of Rs. 100 per day (The Client reserves the right to extend the delivery period wherever required keeping in view the quantum of work. The penalty will not be applicable if approval for delay has been granted by the Client)
3.	Quality of material	Material should be of same or higher specification	Material should be of same or higher specification	1% of PBG. Immediate replacement of non-conforming material with material of same or higher specification

Note: Penalties shall be recovered from pending payments or from PBG.