

Tender No.: e-Tender/Technical Services/2021-22/02 Dated 04.09.2021.

Tender for upgradation of Desktop Computers.

ADGP, Technical Services Wing, Punjab Police invites online bids (two bid system) for the upgradation of Desktop Computer with following components: -

Sr. No.	Name of the equipment for upgradation	Qty	Earnest Money (in Rs.)	Tender Fee (in Rs.)
1	RAM 4 GB	355	65,000/-	500/-
2	SSD 256 GB			
3	Any other relevant minor work to make Desktop Computer system fully functional and efficient.			

1. Important Dates and other conditions: -

- i) Publication of Tender : A
 - ii) Tender Closing Date : A+21 (days)
 - iii) Opening of Technical Bid : A+22 (days)
 - iv) Opening of Financial Bid : To be informed subsequently.
- a. For participating in the above e-Tendering process, the bidder shall have to get themselves registered with **www.eproc.punjab.gov.in** and get **user ID and Password**. Class 3 digital signature is mandatory to participate in the e-Tendering process. For any clarification/difficulty regarding e-Tendering process, bidders may contact NIC helpdesk No. 0172-2970263/2970284.
 - b. A copy of Tender document can be downloaded from eproc.punjab.gov.in. The Bidder shall submit the Tender fee of Rs. 500/- (Rupees Five Hundred Only) through online/electronic mode as provided on eproc.punjab.gov.in.
 - c. The Tender is floated through the e-Tendering process and only e-bids shall be accepted. Bids are invited in two bid systems, i.e. Technical Bid and Financial Bid.
 - d. Bidder shall deposit a processing fee as mentioned in the above portal through online mode provided.
 - e. The Tender shall be uploaded on the www.eproc.punjab.gov.in. For any technical help, please contact on numbers provided on the said website.
 - f. Punjab Police (Purchaser) reserve the right to vary the quantity at the time of placement of Contract Order/Signing of Contract.
 - g. Punjab Police (Purchaser) reserve the right to place additional orders at the same rates up to 12 months of placing of work order.

- h. Punjab Police (Purchaser) reserve the right to accept any bid and to annul the bid process and reject all bids at any time, without assigning any reason, prior to placement of supply order/ signing of contract, without thereby incurring any liability to the affected Bidder(s) or any obligation to inform the affected Bidder(s) of the grounds for the Punjab Police's action.
- i. The Bidder shall mention the unit price including GST (as applicable)/any other applicable Tax or Duty and/or any other incidental expenses as per the format of financial bid provided on the website www.eproc.punjab.gov.in. The bidder shall be selected on the basis of total price inclusive any taxes and charges, if any.
- j. Bidders are advised to study this Tender document carefully before participating. It shall be deemed that submission of Bid by the bidder has been done after their careful study and examination of the Tender document with full understanding to its implications.

2. Nodal Officer

The Nodal officer for this Tender is as below:-

Sh. Tarvinder Singh, PPS,
 DSP Modernization, Technical Services, Punjab, Chandigarh
 Room No.124, Ground Floor
 Punjab Police Headquarters,
 Sector- 9-A, Chandigarh.
 Contact no. 0172-2748100-06 Extn 2124
 Mobile No. 94176-32475

Note: For any query, please contact from 9:30 A.M to 4:30 P.M on working days.

3. Scope of Work

The selected bidder would be required to upgrade/replace the following components the desktop computers at Punjab Police Training Center, Chharbar, Banur:

Sr. No.	Name of the equipment	Qty	Remarks
1	RAM 4 GB	355	DDR3 1333 4 GB SO-DIMM with 3 years warranty
2	SSD 256 GB		2.5" SATA 6 GB/s with 3 years warranty
3	Any other relevant minor work to make Desktop Computer system fully functional and efficient.		Remove unwanted applications, unwanted drivers, unwanted medias and non-functional antivirus and any other required work.

Note-1: - The quantity may increase or decrease as per requirement or any other reason(s).

- (i) **Locations Covered:** - The selected bidder shall ensure the upgradation of Desktop Computer at Punjab Police Training Center, Chharbar, Banur.
- (ii) **The bidder will have to complete the upgradation work within 30 days from the date of signing the contract.**

4. **Eligibility Criteria for Bidders and documents required to be submitted along with Technical Bid.**

- a. This Tender is open to all firms/companies registered in India with valid GST number.
- b. The bidder must be in the business of repair/maintenance of Computers and its peripherals at least for the last 10 years- proof of contract to be attached.
- c. The bidder or its OEM should have supplied/provided same or similar category products/ services for at least 50% of bid value, in last two years before the bid opening date to any State/Central Government department/agency or any Government company/PSU or any State/Central Government PSU. The bidder must attach at least two supply order along with Technical/financial bid.
- d. Average annual turnover during the last three financial years (ending 31st March 2021) of the bidding company must be at least Rupees Ten crore. Bidder shall upload the copy of the Balance Sheet and Profit & Loss Accounts for the last three financial years or a certificate from the Chartered Accountant certifying the year wise turnover for the last three financial years (ending 31st March 2021) along with technical bid.
- e. Relaxation of Norms in Public procurement for Start-ups based in Punjab shall be given as per the Government of Punjab, Department of Industries and Commerce, (Controller of Stores) Notification No. COS/Start-ups/2019/11288 dated 16.08.2019 and No. COS/PPO-2019/11726 dated 03.09.2019.
- f. Bidder must not be blacklisted by any State/ Central Government, PSU or Government Company. The Bidder must attach an affidavit undertaking the same along with the Technical Bid.
- g. The Bidder is required to submit an undertaking, that the price quoted by them are not higher than those quoted to GeM, other State/ Central Government/PSUs or Government Company during the current financial year. This undertaking shall be uploaded along with Technical Bid.
- h. The bidder should have at least 5 well-staffed and functional support centers in the State or at Chandigarh. The bidder will have to submit supporting documents regarding the same with the bid.
- i. The bidding firm should be ISO certified 27001 for Information Security Management System (ISMS).

5. **Earnest Money Deposit (EMD)**

The Bidders shall submit the Earnest Money Deposit (EMD) amounting to Rs. 65,000/-, through online/electronic mode as provided on eproc.punjab.gov.in. No interest shall be payable by Punjab Police on the Earnest Money deposited by Bidder.

6. **Performance Bank Guarantee**

The selected bidder shall submit a Performance Bank Guarantee (PBG) amounting to 5% of the contract value in favour of ADGP/Technical Services, Punjab, Chandigarh for one year within Seven days of the award of the contract/issue of supply order. This PBG will be released after expiry of one year.

7. **Period of Validity of Offer**

Offer shall remain valid for 365 days, from the last date of submission of the bids. An offer valid for a shorter period may be rejected by Punjab Police as non-responsive.

8. **Language of the Bid Proposal**

The bidder shall submit documents pertaining to bid, supporting documents and all correspondence etc. in English or Punjabi.

9. **Amendment of Tender Document**

The amendments, if any, in any part of the Tender Document shall be uploaded in form of corrigendum on website: **www.eproc.punjab.gov.in** and will also be available on websites **www.punjabpolice.gov.in** and **www.punjab.gov.in**. All prospective bidders are advised to check these websites from time to time for any updates.

10. **Withdrawal of Bid**

No bid or any part of it shall be permitted to be withdrawn/changed subsequent to the deadline for the submission of the bids.

11. **Evaluation of Bids**

The duly formed Committee(s) will technically and commercially evaluate the bids of all bidders as per the following schedule/pattern: -

- a. Conditional bids shall be summarily rejected.
- b. The **Technical bids** shall be evaluated as per the following:
(b.1) Compliance to eligibility criteria: Compliance to the eligibility criteria and supporting documents specified in this Tender document. Non-compliance of ANY eligibility criteria shall result in dis-qualification of the bid.
- c. The Tender Committee, on the recommendation of Technical Committee, may disqualify any bid if the proposed service fails to meet the requirements on any one or more of the above-mentioned parameters.
- d. The Financial Bids of only the technically qualified bidders would be opened by the Tender Committee. The bid with the lowest financial offer shall be awarded the contract and the bidder shall be selected on the basis of total price inclusive of all applicable taxes and charges, if any.

12. **General criteria for Disqualification**

Punjab Police will have the discretion to disqualify any bid(s) if: -

- a. The Bidder fails to provide the information required in the Bid Proposal or any additional information as requested by Punjab Police during the Tendering process.
- b. The Bidder not fulfilling any terms & conditions specified in Tender document.
- c. Misrepresentations in the Bid Proposal or any supporting documentation.
- d. Incomplete or conditional bids that do not fulfil all or any of the conditions specified in this Tender document and/or bids not quoted as per the Tender document.
- e. Use of unfair means.
- f. Bids found unsigned, bids signed by unauthorized person and unsigned corrections in the bids.
- g. Bid offer with price variation clause.
- h. Price quoted in the Technical Bid.
- i. Non-compliance of any requirement of this Tender document.

13. Acceptance of the Bid

Punjab Police reserve the right to accept any bid, reject all or any bid(s) and to annul the Tendering process at any time without assigning any reason, thereby without incurring any liability to the affected bidder(s) or any obligation to inform the affected bidder(s) of the grounds of the action.

14. Cross Checking

Punjab Police reserve the right to contact and verify information, references and data uploaded by the bidder in the bid.

15. Cost involved in Tendering

The Bidder shall bear all costs associated with the preparation and submission of their Bid, including the cost of live demonstration of the proposed work. Punjab Police will in no case be responsible or liable for any costs.

16. Return of EMD to unselected bidders

The Earnest Money Deposit (EMD) of the disqualified / unselected bidder(s) will be deposited back to their account (from which the amount was paid) automatically.

17. Right to vary quantities at the time of award

Punjab Police reserve the right to vary the quantities and/or split the work order among the selected bidder(s). Punjab Police also reserve the right to order additional quantities during the contract period at a price not more than the unit price quoted in the contract/ work order.

18. Tolerance Clause (Option Clause):

Punjab Police reserves the right to increase or decrease the quantity to be ordered at the time of placement of order. Bidders are bound to accept the order at the quoted rates accordingly.

19. Additional Information/Clarification

Punjab Police reserve the right to seek any additional information and samples, as they may deem necessary to evaluate the bid. Bidders shall provide such additional information or clarification as sought by Punjab Police within the provided time frame.

20. Bidder's obligation to carefully examine the Tender document

The bidder is expected to examine all the instructions, forms, terms & conditions and technical requirements in the Tender document carefully. Failure to furnish all the information required by the Tender document may result in rejection of the bid. Bidder should certify that they have read and understood the terms and conditions applicable to the bidder and they undertake to supply as per these terms and conditions.

21. Prices

- a. The prices quoted in financial bid should be in **Indian Rupees** only.
- b. Price will be calculated as total price of the equipment inclusive of GST and any other applicable Taxes/Duties
- c. The prices quoted shall remain constant throughout the period of contract and shall not be subject to any upward modification whatsoever.
- d. A bid uploaded with a variable price will be treated as non-responsive and would be rejected.
- e. No upward revision shall be allowed in case of any fluctuation in the foreign currency.
- f. Punjab Police reserves the right to place additional orders at the same rates up to 12 months of placing of work order.

22. **Penalties**

- a. If the selected bidder fails to upgrade the Desktop Computers and make them fully functional as required within 30 days, a penalty of Rs. 100/- per day per Desktop Computer (for the quantity not upgraded) shall be levied.
- b. Penalty shall be deducted from the payment.

23. **Payment Schedule**

- a. The payment will be made after complete execution of the Work Order.
- b. Bidder shall be solely responsible for depositing all the applicable taxes as per rule. Copy of Challan/Tax Invoice of GST will be submitted by the bidder with the bills as a proof of depositing the applicable taxes.
- c. The bidder shall not have any legal right to proceed against the Department in the event of late payment due to unforeseen reason.

24. **Invoicing**

- a. Invoice along with supporting documents are to be submitted by the selected bidder to the office of ADGP/TS, Punjab Police.
- b. The payment shall be released only after the inspection/verification of the upgraded Desktop Computers by Punjab Police and will be subject to the clearance of Bills by concerned Treasury of Punjab Government. The said inspection/verification will be done by the Punjab Police within 7 days.

25. **Sub- Contracting of the order**

The selected bidder shall not assign or sublet the contract without prior written approval of Punjab Police. The selected bidder shall provide the contract services through its own Employees and shall not sublet to its sister-firm /vendor/franchisee.

26. **Compliance with laws and permits**

The selected bidder shall comply with all relevant rules, regulations, ordinances, codes and laws related to the work or the conduct thereof and shall secure and pay for any permits and/or licenses necessary for the execution of the work and selected bidder shall be responsible for the same.

27. **Forfeiture of Earnest Money Deposit and Performance Bank Guarantee**

- a. If the Bidder withdraws his bid before the expiry of validity or after the acceptance of the bid, the Earnest Money Deposited by the bidder will be forfeited.
- b. If the Bidder fails to comply with any of the terms, conditions or requirement of order as indicated in the Tender document, the Earnest Money deposited by the Bidder will be forfeited.
- c. In case selected bidder fails to comply with the terms and conditions of this Tender then the Earnest Money deposit and/or Performance bank guarantee will be forfeited.

28. **Cancellation of Order**

a. In the event of the selected bidder: -

- (i) Failing to fulfil the work order, or
- (ii) commit breach of any terms and conditions of this contract, or
- (iii) found repeatedly supplying goods liable to rejection hereunder, or

- (iv) failing, declining, neglecting or delaying to comply with any demand or requisition or otherwise not executing the same in accordance with terms of this contract, or
 - (v) the bidder or their agent or servants being guilty of fraud in respect of this contract, or
 - (vi) bidder and/or any of their partners or representatives found promising or offering any bribe or any pecuniary benefit or otherwise to any official/person connected with this Tender, or
 - (vii) the bidder or any of their partners become insolvent or apply for relief as insolvent debtor or commence any insolvency proceedings or make any composition with their creditors or attempt to do so, Punjab Police shall be at liberty to cancel the contract forthwith, to blacklist the bidder, to reclaim all or part of the money paid to the bidder and to initiate any criminal and/or civil proceedings against the bidder and/or their partners.
- b. During the currency of this contract, if the selected bidder becomes bankrupt or otherwise insolvent or is likely to become insolvent or bankrupt, Punjab Police may, at any time, cancel the order by giving written notice to the selected bidder. Notwithstanding anything above, such termination shall not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to Punjab Police.

29. Consequences of Cancellation of Order

- a. Upon cancellation of order, the selected bidder shall deliver or cause to be delivered all data and records required from or on account of the Technical Services wing of Punjab Police.
- b. Cancellation of order shall not affect any continuing obligations of the selected bidder under this Contract, which, either expressly or by necessary implication, are to survive its expiry or termination, such as but not limited to confidentiality obligations of the selected bidder.
- c. Upon cancellation of order for any reason whatsoever, the selected bidder shall return any and all confidential information and any other property of Punjab Police to the Technical Services Wing of Punjab Police.
- d. Punjab Police may procure services similar to those undelivered, upon such terms and in such manner, as they deem appropriate, at the risk and responsibility of the selected bidder and the selected bidder shall be liable for any additional costs for such services.
- e. The selected bidder shall continue the performance of the contract to the extent of not being terminated.
- f. Upon cancellation of contract for reasons whatsoever, Punjab Police shall have the right to impose any or all of the following penalties: -
 - (i) Forfeiture of Earnest Money deposited
 - (ii) Forfeiture of PBG
 - (iii) Black listing of the bidder
 - (iv) Initiation of civil and/or criminal proceedings as the case may be
 - (v) Any other penalty as deemed appropriate

30. Force Majeure

If the selected bidder is prevented from performing any of its services under the Contract Agreement due to causes such as fire, Acts of God, or elements, embargoes, governmental orders, the selected bidder shall be excused from the non-performance of its obligations during the period that such cause continues to exist, but if such cause continues to exist and prevents performance by the selected bidder of its obligations for more than 60 days, ADGP/Technical Services Wing of Punjab Police may terminate the Contract Agreement in whole or part thereof effective upon delivery to the selected bidder of written notice of such termination. Upon termination of the Contract Agreement under this Section, the provisions regarding consequences of cancellation set out in this Tender here in before shall apply.

31. Dispute resolution mechanism

The Bidder and the Punjab Police (Purchaser) shall endeavor their best to amicably settle all disputes arising out of or in connection with the Contract in the following manner:

- a) The Party raising a dispute shall address to the other Party a notice requesting an amicable settlement of the dispute within seven (7) days of receipt of the notice.
- b) The matter will be referred for negotiation between Nodal Officer of Purchaser or the Purchaser and the Authorized Official of the System Integrator. The matter shall then be resolved between them and the agreed course of action documented within a further period of 15 days.

In case of any dispute between the Parties and which does not settle by negotiation in the manner as mentioned above, the same may be resolved exclusively by arbitration and such dispute may be submitted by either party for arbitration within 20 days of the failure of negotiations. Arbitration shall be held in Chandigarh and conducted in accordance with the provisions of Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof. Each Party to the dispute shall appoint one arbitrator each and the two arbitrators shall jointly appoint the third or the presiding arbitrator. The "Arbitration Notice" should accurately set out the disputes between the parties, the intention of the aggrieved party to refer such disputes to arbitration as provided herein, the name of the person it seeks to appoint as an arbitrator with a request to the other party to appoint its arbitrator within 45 days from receipt of the notice. All notices by one party to the other in connection with the arbitration shall be in writing and be made as provided in this tender document. The arbitrators shall hold their sittings at Chandigarh. The arbitration proceedings shall be conducted in English language. Subject to the above, the courts of law at Chandigarh alone shall have the jurisdiction in respect of all matters connected with the Contract/ Agreement even though other Courts in India may also have similar jurisdictions. The arbitration award shall be final, conclusive and binding upon the Parties and judgment may be entered thereon, upon the application of either party to a court of competent jurisdiction. Each Party shall bear the cost of preparing and presenting its case, and the cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the Parties unless the award otherwise provides. The Bidder shall not be entitled to suspend the Service/s or the completion of the job, pending resolution of any dispute between the Parties and shall continue to render the Service/s in accordance with the provisions of the

Contract/Agreement notwithstanding the existence of any dispute between the Parties or the subsistence of any arbitration or other proceedings. Any dispute, claim or difference relating to or arising out of this contract/supply order shall be referred for arbitration to the Director General of Police, Punjab or any other officer/official appointed by him/her and the decision so taken by the arbitrator shall be final and binding on all concerned. Where the matter involves claim of any amount that is awarded in such arbitration, the same shall be recoverable from the bidder out of dues pending/PBG/an order of the civil court.

32. Acquaintance with all conditions

The bidder shall acknowledge that they have made themselves fully acquainted with all the conditions and circumstances under which the services required under the contract will have to be made or furnished and with all the terms, clauses, conditions, specifications and other details of the contract and the bidder shall not plead ignorance of any of those as excuse in case of complaint against or on rejection of services tendered by them or with a view either to asking for encashment of any rates agreed to in the contract or to evading any of their obligations under the contract.