



Request for Proposal (RFP)

For

SELECTION OF VENDOR(S) FOR SUPPLY AND DISTRIBUTION OF HARDWARE EQUIPMENTS FOR
DEPARTMENT OF MEDICAL EDUCATION, UTTAR PRADESH

e-Tender Reference No: UPLCHW-2023-24-ME-02-01

e-Tender Portal: <http://etender.up.nic.in>

U.P. Electronics Corporation Limited,
10 - Ashok Marg, Lucknow - 226001
Tel: 0522-4130303, 2286808, 2286809 Fax: 0522-2288583
E-mail: md@uplc.in, uplclko@gmail.com Website: www.uplc.in

e-Tender EMD: Rs. 1,00,000/- (Rupees One Lakh Only) in the form of DD/ Bank Guarantee drawn on Nationalised Bank, payable in favour of U.P. Electronics Corporation Ltd, Lucknow.

e-Tender Document Processing Cost: 1000/-+GST 18%

***Tender Fee & EMD Original Copy Deposit in UP Electronics Corporation Ltd, Before Opening the Bid.**

DISCLAIMER AND NOTICE TO READER

This RFP has been prepared by UP Electronics Corporation Ltd., Government of Uttar Pradesh ("UPLC") for the purpose set out in the directions from Department of Medical Education. The RFP issued by UPLC for Selection of Vendor(s) for SUPPLY AND DISTRIBUTION OF HARDWARE EQUIPMENTS FOR DEPARTMENT OF MEDICAL EDUCATION, UTTAR PRADESH. The services hereunder, are not intended to be an audit, certification, examination, attestation, special report or agreed-upon procedures

This RFP sets forth our views based on the completeness and accuracy of the facts stated and any assumptions that were included. If any of the facts and assumptions is not complete or accurate, it is imperative that we be informed accordingly, as the inaccuracy or incompleteness thereof could have a material effect on our conclusions.

We do not express an opinion or any other form of assurance. Further, comments in our report are not intended, nor should they be interpreted to be legal advice or opinion.

Our views are not binding on any person, entity, authority or Court, and hence, no assurance is given that a position contrary to the opinions expressed herein will not be asserted by any person, entity, authority and/or sustained by an appellate authority or a court of law.

The documentation review was limited to the records/documents/Government Orders produced before UPLC / Department of Medical Education, Govt. of Uttar Pradesh and the several interactions with the officials of UPLC/ Department of Medical Education, Govt. of Uttar Pradesh. Neither UPLC nor any of its directors or officials or employees undertake responsibility in any way whatsoever to any person in respect of errors in this RFP, arising from incorrect information provided to us. While performing the work, we assumed the genuineness of all signatures and the authenticity of all documents. We have not independently verified the correctness or authenticity of the same. In performing this engagement and preparing this RFP, UPLC assumes no responsibility for the accuracy and completeness of the information provided by external sources of information and will not be held liable for it under any circumstances. While information obtained from the public domain has not been verified for authenticity, we have obtained information, as far as possible, from sources generally considered to be reliable.

In connection with our RFP or any part thereof, UPLC does not owe duty of care (whether in Contract or in tort or under statute or otherwise) to any person or party to whom the RFP is circulated to and UPLC shall not be liable to any party who uses or relies on this RFP. UPLC thus disclaims all responsibility or liability for any costs, damages, losses, liabilities, expenses incurred by such third party arising out of or in connection with the RFP or any part thereof.

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Section A - e-Bid Notice

Section A – e-Bid Notice

UP Electronics Corporation Ltd. 10 Ashok Marg, Lucknow-226001 Tel :0522-2286808, 2286809 Email: upclko@gmail.com, uplc.hw.proposal@gmail.com / website www.uplc.in	
NOTICE INVITING e-BID Invitation to e-Bid for Supply and installation of Computer Desktops UPS and Scanner to Department of Medical Education, Uttar Pradesh	
Place for Obtaining RFP Document	Document can be downloaded from http://etender.up.nic.in
Cost of RFP Document & Processing Fees	INR 1,000/- +18%GST (non-refundable) in the form of Demand Draft / Banker's Cheque
Earnest Money Deposit (EMD)	INR 1,00,000/- (One Lakh) in the form of Demand Draft / Banker's Cheque
Date and Time of Submission & Opening of e-Bid	e-Bid Submission: Upto 12 June 2023 till 15:00 Hours e-Bid Opening: On 12 June 2023 at 18:00 Hours
1. Eligibility Criteria: Refer to the RFP 2. Two Bid System i.e.: Stage-1 Qualification Bid; Stage-2 Commercial Bid. 3. Please refer RFP document for more details	
e-Tender Ref.: UPLCHW-2023-24-ME-02-01	Managing Director, UPLC

Section B - Abbreviations / Terms and Their Meaning

Section B – Abbreviations / Terms and Their Meaning

1.	AMC	Annual Maintenance Contract
2.	BIOS	Basic Input / Output system
3.	DIMM	Dual in-line memory module
4.	DME	Department of Medical Education, Government of Uttar Pradesh
5.	EMD	Earnest Money Deposit
6.	FIPB	Foreign Investment Promotion Board
7.	GB	Gigabytes
8.	GHz	Gigahertz
9.	DME	Government of Uttar Pradesh
10.	HDMI	High-Definition Multimedia Interface
11.	IEM	Industrial Entrepreneur Memorandum
12.	INR	Indian Rupee
13.	IVR	Interactive Voice Response
14.	LAN	Local Area Network
15.	LD	Liquidated Damages
16.	LED	Light Emitting Diode
17.	LOI	Letter of Intent
18.	MB	Megabytes
19.	Mbps	Megabits Per Second
20.	ML	Manufacturing License
21.	OEM	Original Equipment Manufacturer
22.	OS	Operating System
23.	RFP	Request for Proposal
24.	RoHS	Restriction of Hazardous Substances Directive or RoHS. This directive restricts the use of six hazardous materials in the manufacture of various types of electronic and electrical equipment Lead (Pb), Mercury (Hg), Cadmium (Cd), Hexavalent chromium (Cr 6+), Polybrominated biphenyls (PBB), Polybrominated diphenyl ether (PBDE).
25.	RPM	Rotation Per Minute
26.	SATA	Serial Advanced Technology Attachment
27.	SLA	Service Level Agreement
28.	TEC	Tender Evaluation Committee
29.	UPLC	U.P. Electronics Corporation Limited
30.	USB	Universal Serial Bus (USB) is a specification to establish communication between devices and a host controller, which has effectively replaced a variety of earlier interfaces such as serial and parallel ports.
31.	VGA	Video Graphics Array

SECTION-I
Invitation for Bids

Section I – Invitation for e-Bids

The Department of Medical Education, Government of Uttar Pradesh intended to procure necessary hardware equipments for implementation of e-office in Institutes/colleges under department through Original Equipment Manufacturers (OEMs) or its authorized partners only. The Department of Medical Education vide Letter No. I/288570/2023 dated 16.03.2023, has entrusted this task of inviting e-tender for procuring the equipments to U. P. Electronics Corporation Limited (UPLC).

UPLC invites e-Bids from OEM Companies or their authorized partners (vide e-Tender Reference no: Draft RFP for “Selection of Vendor(s) for SUPPLY AND DISTRIBUTION OF HARDWARE EQUIPMENTS FOR DEPARTMENT OF MEDICAL EDUCATION, UTTAR PRADESH”.

The Bidder(s) are advised to study the RFP carefully. Submission of e-Bids shall be deemed to have been done after careful study and examination of the RFP with full understanding of its implications. This section provides general information about the Issuer (i.e. UPLC), important dates and addresses and the overall Qualification criteria for the Bidders.

1.1. Issuer

UPLC invites e-Bids for Selection of Vendor(s) for SUPPLY AND DISTRIBUTION OF HARDWARE EQUIPMENTS FOR DEPARTMENT OF MEDICAL EDUCATION, UTTAR PRADESH as per the scope of work. The scope of work and requirement of UPLC for this Project are specified in this RFP document.

1.2. Issuer Address

Managing Director,
U.P. Electronics Corporation Limited
10 - Ashok Marg, Lucknow - 226001
Tel: 0522-4130303, 2286808, 2286809, +91-9235567201
Fax: 0522-2288583
e-Mail: upclko@gmail.com / uplc.hw.proposal@gmail.com
Website: www.uplc.in

UPLC shall not be responsible for any failure to upload the e-Bids as per the time & schedule mentioned in the RFP.

1.3. About the RFP Document

- a. This RFP provides information regarding the Project, Scope of Work, Technical Requirements and other related information to the Bidder(s).
- b. It details the General Terms & Conditions with respect to the Bid Process Management to be adopted for the proposed project.
- c. The RFP contains the Agreement template outlining the contractual and legal terms & conditions applicable for the proposed engagement.
- d. As should be clear from the Scope of the Proposed Project, UPLC expects more than a standard proposal in response to typical Request for Proposals. In particular, UPLC seeks a specific proposal responsive to this RFP in every respect and detail, rather than a mere compilation of materials and promotional information used in other transactions. The Bidders are expected to examine all instructions, forms, terms, project requirements and other information in the RFP documents. Failure to furnish all information required by the RFP documents or submission of a proposal not substantially responsive to the RFP

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documents in every respect will be at the Bidder's risk and may result in rejection of the proposal.

1.4. Key Events & Dates

S.No.	Event	Dates
1-	Cost of RFP Document	INR 1,000/- (non-refundable) in the form of Demand Draft / Banker's Cheque of only Scheduled Banks, drawn in favour of "U.P. Electronics Corporation Limited" payable at Lucknow.
2-	Publication of the RFP	05 June 2023 18:00 Hours
3-	Clarification Start Date	05 June 2023 18:00 Hours
4-	Clarification End Date	07 June 2023 17:00 Hours
5-	Last date for Submission of e-Bids	Up to 15:00 hours on 12 June 2023 at http://etender.up.nic.in
6-	Bid Security / Earnest Money Deposit Amount Payable	Bidders shall submit Earnest Money Deposit (EMD) of INR 1,00,000/- (Rupees One Lakh only), in the form of demand draft, banker's cheque of Scheduled Bank in favour of "U.P. Electronics Corporation Limited" valid for a period of six months.
7-	Opening of Technical Bid	At 18:00 hours on 12 June 2023 at U.P. Electronics Corporation Limited, Lucknow
8-	Date of opening of Commercial Bid for Technically qualified Bidders	To be Inform Later

1.5 Amendment of RFP Document

At any time prior to the deadline for submission of e-Bids, UPLC may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP document by amendments. Such amendments shall be posted / uploaded on the e-Tender portal <http://etender.up.nic.in> through corrigendum and shall form an integral part of the RFP documents. The relevant clauses of the RFP documents shall be treated as amended accordingly, in terms of corrigendum(s).

It shall be the sole responsibility of the prospective Bidders to check the e-Tender portal <http://etender.up.nic.in> from time to time for any amendment in the RFP document. In case of failure to get the amendments, if any, UPLC shall not be responsible for any negligence on part of the Bidder.

In order to allow prospective Bidders a reasonable time to consider the amendment in preparing their e-Bids, UPLC at its discretion, may extend the deadline for the submission of e-Bids. Such extensions shall be posted/up-loaded on the e-Tender portal <http://etender.up.nic.in>.

SECTION-II

Qualification Criteria

Section II – Qualification Criteria

This Invitation to e-Bid is open to all entities meeting or exceeding all of the following minimum Qualification criteria. Any Bidder not meeting any one of the qualification criteria as mentioned below shall be summarily rejected.

The Bidder must possess the requisite experience, strength and technical capabilities in providing the services necessary to meet the requirements as described in the RFP Document. Keeping in view the complexity and volume of the work involved, the following criteria are prescribed as qualification criteria for Bidder interested in undertaking the Project. The Bidder must also possess the administrative, technical know-how and the financial wherewithal that would be required to successfully undertake the Project for the entire period of the Agreement. The Bids must be complete in all respect and should cover the entire Scope of Work as stipulated in the RFP.

2.1. Qualification Criteria

S.No.	Clause	Documents Required
1 (a)	The bidder should be a company registered under the Companies Act, 1956 / Firm registered under the Indian Partnership Act, 1932 or under the Limited Liability Partnership Act or Proprietorship Firm.	<ul style="list-style-type: none"> • Certificate of Incorporation/Registration. • Self-Certification of being in business for the last 5 years should be attached.
1(b)	The Bidder should have been in commercial operations for a period of at least 5 financial years in India. The Consortium shall not be entertained.	<ul style="list-style-type: none"> • Memorandum of Association/ Partnership deed in case of Partnership firm / Proof of Registration, in case of LLP firm or Proprietorship Firm.
2	Tender specific Authorization from the "OEM of the quoted items ,	Bidder have valid Authorization Certificate from the "OEM"
4	The Authorized Signatory signing the Bid should be duly authorized by the Board of Directors of the Bidding Company to sign the Bid on their behalf.	Power of Attorney (POA)/ Undertaking from Competent Authority of Bidders
5	The Bidder should be an established Original Equipment Manufacturer (OEM) in India or their authorized partner for Computer Desktops / Laptops	<p>In Case, Bidder is OEM then certificate from Company Secretary establishing that Bidder is OEM.</p> <p>In, Case Bidder is authorized partner then Bidder should submit the Authorization from OEM of Computer Desktop / Laptop / other required equipment's.</p> <p>Work Orders along with the Delivery Installation/Completion Certificate/satisfactory client Certificate Confirming year and Area of activity.</p>
6	The Bidder should have an average annual turnover of at least INR 2 Crores during the last three financial years	<ul style="list-style-type: none"> • Audited Profit and Loss Statement and Balance sheets. Or • Statutory Auditor Certificate or Certificate from the Company Secretary of the Bidder clearly specifying the turnover for the specified years.

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		<p align="center">Or</p> <ul style="list-style-type: none"> In case of Foreign Manufacturer, official documentation establishing the turnover from Department of Tax or other Statutory Authority from the country of incorporation.
7	Bidder should have positive net profit in last Financial years during the past three Financial years	<ul style="list-style-type: none"> Audited Balance sheet or Statutory Auditor Certificate. <p align="center">or</p> <ul style="list-style-type: none"> Certificate from the Company Secretary of the Bidder <p align="center">or</p> <ul style="list-style-type: none"> Certificate from the Chartered Accountant for last Financial Years
8	The Bidder should have sold / Supplied of minimum 100 (One Hundred) Computer Desktops/Laptop/Scanner in India during the last three financial years	Certificate from the Company Secretary/Chartered Accountant of the Bidder clearly specifying year wise sales of Number of quantity of Desktops/Laptops/Scanner Clients in India.
9	The Bidder should have successfully provided onsite warranty/AMC services with minimum average of 100 Computer Desktops / Laptops in the last Three years.	<ul style="list-style-type: none"> Work order/Relevant Document establishing the sales Certificate of Completion by the Client <p align="center">OR</p> <p>Self-Certificate by the Company Secretary / Chartered Accountant mentioning the Work Order No., Work Order Date & Total Value of the Work Order</p>
10	As on date of submission of the proposal, the Bidder is neither blacklisted by Central Government /State Government OR Instrumentalities there of nor any criminal case against the Bidder / Its Partners /Directors/Agents is pending before any court of Law.	Notarized Affidavit (On Rs. 100/- non judicial stamp paper) of neither blacklisted by Central Government/State Government or instrumentalities thereof nor any criminal case against the Bidder/Its Partners/Directors/Agents pending before any court of Law. Not older than 3 months from the date of RFP publication. Undertaking from authorized signatory of Bidder.
11	The Bidder should certify that they have onsite support mechanism in Uttar Pradesh, Either directly through their support offices or through their authorized channel partners/dealers/OEM/bidder in UP. (Minimum availability in 10-15 district Including Luck now)	Details from the authorized signatory of the OEM for availability of Onsite Support Mechanism in Uttar Pradesh as per <u>7.4 and Format-4 of Section-VII</u>
12	The Bidder should have ISO 9001:2015 Certification for the Production/ Manufacturing Process.	Copy of the valid ISO Certificates issued from the accreditation organization to be Submitted as documentary proof.
13	The Bidder should be able to supply the Computer Desktops/Scanners and Accessories as per the delivery schedule mentioned in section 3.7 of this RFP	Undertaking from the authorized signatory Of the quantity to be supplied.

SELECTION OF VENDOR(S) FOR SUPPLY AND DISTRIBUTION OF HARDWARE EQUIPMENTS

Document		
14	The Bidder shall comply or exceed with all the Technical Specifications as specified in Section 3.3	Details to be provided as per Section 7.8
17	Bidder should submit the PAN No.	Copy of PAN Card
18	Bidder should submit the GST No.	Copy of GST Certificated
19	Bidder Should have Branch Office in Lucknow	Under taking from Bidder on Company Letter Head

Any e-Bid failing to meet any of the above stated Qualification criteria shall be summarily rejected and will not be considered for Financial Evaluation

2.2. Change in Qualification Criteria

If there is a change in the status of the Bidder with reference to any of the Qualification criteria specified above, during the course of the project, the Bidder should immediately bring the same to the notice of UPLC.

SECTION-III

Scope of Work

Section III – Scope of Work

3.1. About the project

The aim of the project is to Supply, Installation and Commissioning of Computer Desktops, Scanners and other Network related activity mentioned in Section 3.2 to the Department of Medical Education, Uttar Pradesh. All the equipment & software will be supplied with three years comprehensive onsite warranty. The minimum specified Scope of work to be undertaken by the Bidder for supplying of hardware & software equipment is mentioned below. The selected Bidder shall manufacture, supply, commission and maintain the hardware equipment as per the specifications, scope of work and period of the Agreement. The Bidder shall also be responsible for installing all the software as specified in the technical specifications below (clause no. 3.3) in the Computer Hardware equipment before offering the same for Pre-Dispatch Inspection.

3.2. Bill of Quantity

S.n.	Item Description	Quantity	Warranty
1	Computer Desktop	1 Nos.	03
2	Automatic Document Feeder Scanner	1 Nos	01
3	Line Interactive 1 KVA UPS	1 Nos	03
4	Per Meter Installation LAN Network Work	1 Mtr	N/a

Supply of above mentioned equipment & software as per specifications given in this RFP.

3.3. Technical Specifications

S.No.	Computer Hardware SPECIFICATIONS
1-	Desktop Computer Intel Core i5: Intel Core i5, 12th Gen Processor, Ram 8GB, Storage 512 GB SSD(M.2 NVME), Graphics - Integrated UHD Graphics, Keyboard & Mouse, Wi-Fi ® and Bluetooth, Ports : 1 Display port, 1 HDMI, 4 USB 2.0/3.0, 1 headphone / microphone combo, 3 PCIE Slot, Hardware TPM 2.0,1 audio-in, 1 audio-out, 1 RJ-45, Antivirus 3 Year Validity, Display 19.5, Windows 11, MS OFFICE H&S Certification: ROHS, Energy Star, CE
2-	Automatic Document Feeder Scanner Scanner Type: ADF (Automatic Document Feeder), Duplex, Scanning Speed: Simplex: 40 ppm or Higher, Image Sensor Type Colour x 2 (front x 1, back x 1), Output Resolution: 75 to 600 dpi (adjustable by 1 dpi increments),1,200 dpi, Output Format: Colour: 24-bit, Gray scale: 8-bit, Monochrome:1-bit, ADF Capacity: 80 sheets (A4 80 g/m ² or Letter 20 lb), Interface : Ethernet, USB 2.0 /USB 1.1, Supported Operating System: Windows® 10 or Higher, Server® 2019 Windows Server® 2016, Windows Server® 2012 R2, ,Windows Server® 2012, Windows Server® 2008 R2, Windows Server® 2008* ¹⁴ , mac OS,Linux (Ubuntu), Certification : Energy Star, BIS
3-	Line Interactive 1 KVA UPS Single Phase, Backup Time 30 Min on PC Load, Battery 2Nos (7AH) Inbuilt. Warranty: 3 Year Onsite : Certification : BIS, CE, ROHS
4-	Per Meter Installation LAN Network (termination and testing of CAT6 Input / Output consisting of End-to-End test report Consisting of cable length, near End Crosstalk, impedance & return Loss should be provided with UTP CAT6 I/O Box with Face Plate and accessories like clamps ,joints.) (Rate Per Meter)

3.4. Pre-Dispatch Inspection

The selected Bidder should conduct Pre-Dispatch Quality Inspection (PDQI) on above mentioned Hardware Equipment from his side and certify the same. Inspection and Quality Control tests, prior to shipment of Goods, by the selected Bidder should be in accordance with quality control formats including functional testing, burn-in tests and mains fluctuation test at full load, facilities etc., as per the standards/specifications and shall be done at factory site of the Vendor before offering the goods for Pre-Dispatch Inspection (PDI) to the UPLC. UPLC with its own discretion may send a computer Desktop to the Govt. accredited labs like STQC/ERTL for the compliance testing of the Technical specification mentioned in the RFP.

The selected Bidder should intimate UPLC with a written notice 3 days prior to the delivery of Computer Hardware equipment to the locations specified by Department of Medical Education, to conduct Pre-dispatch Inspection (PDI). The Time spent by PDI team in reaching the site for inspection after receipt of notice from vendor and in the conduct of PDI and issuance of PDI report shall not be considered in the Delivery Schedule of the selected Bidder. Successful conduct and conclusion of pre-dispatch inspection shall be the sole responsibility of the selected Bidder. The report shall be in the format specified in Annexure – 3.

The notice should specify the following details:

- a. Number of Computer Hardware equipment
- b. Delivery point i.e. Locations specified by the Department of Medical Education
- c. Details of Storage location/Go down

The Committee constituted by UPLC shall perform the PDI of the Computer Hardware equipment. Only after PDI Committee clears the equipment, it will be allowed to move to the distribution point. The Format of the PDI report is specified in Annexure – 3.

In the event of the hardware and software failing to pass the PDI, as per the specifications given, a period not exceeding one week will be given to rectify the defects and clear the acceptance test. UPLC

UPLC reserves the right to cancel the Purchase Order, if the occurrence of such cases increases to of the Number of Computer Hardware equipment to be supplied under the scheme. UPLC will not be responsible for any costs associated with such rejection. The selected bidder will be responsible for the Computer Hardware equipment till they are delivered at the specified delivery points, tested and accepted by the UPLC / DME , DME. Only after such acceptance, the responsibility of the selected bidder will cease.

The selected Bidder shall arrange a warehouse or any convenient location within U.P with all required facilities for PDI. The PDI Committee shall conduct the inspection and specification conformity at these Locations. Details of the Storage locations shall be provided to UPLC.

3.5. Packing

The selected Bidder shall provide such packing as it is required to prevent damage or deterioration of the goods during transit to their final destination as indicated in the RFP. The packing shall be sufficient to withstand, without limitations, rough handling during transit and exposure to extreme temperatures and precipitation during transit and open storage. The selected Bidder shall be responsible for any defect in packing.

The furnished Hardware equipment should be packed in the Cardboard Boxes of standard quality as followed by the industry. The packing should contain the following:

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- a. User Manual in Hindi and English
- b. Do's and Don'ts instructions
- c. Warranty card shall also contain
 - i. Serial number, month and year of Manufacturing
 - ii. Name, address and telephone number(s) of service centre
 - iii. Provision for writing the user name, address and date of issue.
 - iv. Toll-free number(s)
- d. The above Computer Hardware equipment will be packed in cartons as per the delivery point wise requirements of DME. Location wise list of delivery address along with name of the receiving authority, contact details and quantity shall be provided by UPLC to the selected bidder. Each carton shall be inscribed with the name of the location to which it is to be supplied.

3.6. Insurance & Transportation

The selected Bidder shall be responsible for acquiring comprehensive insurance including transit insurance, liability insurance and any other insurance for the Hardware equipment, Software etc. till the delivery & acceptance by the respective DME official in each location.

All costs related to insurance shall be borne by the selected Bidder for Computer Hardware equipment supplied under the Agreement against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery. The Computer Hardware equipment supplied under the Agreement shall be covered with comprehensive insurance by the selected bidder till the delivery and acceptance by the respective DME officials. The Insurance Certificate shall form a part of final acceptance sign off document.

3.7. Delivery Schedule

The Computer Hardware equipment supply shall be completed within the schedule as given below:

S No	Quantity to be delivered	Supply schedule in Calendar days
1	100% of ordered quantity	7-10 days

- a. Schedule shall be effective from the date of signing of the agreement.
- b. The Computer Hardware equipment shall be delivered as per the addresses in consignee list, provided by UPLC.
- c. The selected Bidder shall deliver the Computer Hardware equipment to respective locations and shall be handed over to the concerned DME official. The distribution of Computer Hardware equipment, to DME official shall not be in the purview of the selected Bidder.
- d. UPLC may prioritize the Locations with respect to the supply of the Computer Hardware equipment.

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- e. The details with respect to the delivery like Location address, contact person name, designation, and contact number shall be provided by UPLC / DME at the time of signing of the Agreement.
- f. The selected Bidder should get a Delivery Challan signed by the DME official in each Location. The Format of the challan is specified in Annexure – 4.
- g. A copy of challan (out of four) along with supporting documents shall be submitted to UPLC for Final Acceptance Sign off.

3.9. Final Acceptance Sign off

The selected Bidder shall get a final sign off receipt from UPLC post successful delivery of Computer Hardware equipment to the scheduled location. The selected Bidder shall give Location wise invoice to the UPLC along with below mentioned supporting Documents. The invoice shall be enclosed with the list of serial numbers of the Computer Hardware equipment supplied for a particular Location with no damaged / defective Hardware equipment in the list.

The selected Bidder shall include a Final Acceptance checklist along with the following Documents signed by the concerned authorities.

- i. Invoice
- ii. Delivery Challan acknowledging the Delivery at Location by DME official
- iii. Quality Certificate by OEM
- iv. Pre-Dispatch Inspection Certificate issued by the PDI Committee (if done by UPLC)

The date on which such receipt is signed by UPLC, shall be deemed to be the date of acceptance and the warranty of the Hardware equipment starts from that date.

The selected Bidder shall produce a total of three copies for records mentioned above (i.e. invoice, Delivery Challan, quality certificate, Pre-Dispatch Inspection report), out of which one remains with the selected bidder, one with the DME official, one shall be handed over to UPLC.

3.10. Warranty Services

3.10.1. Warranty

- a. The Selected Bidder is required to provide comprehensive onsite warranty for the Computer Hardware equipment supplied for a period mentioned above in this section 3.2 and section 3.3.
- b. The warranty shall remain valid for period mentioned in Section 3.2 and section 3.3, after final acceptance sign-off as per Section 9.
- c. The warranty shall cover the system software, pre-loaded software, operating system and all the hardware parts (Except the physical damage or liquid damage).
- d. The warranty shall cover free of cost updation of all the software including pre-loaded software, Operating System, Anti-virus etc.
- e. It is advisable to the selected Bidder to provide facility for online auto upgradation (wherever applicable) of the software / anti-virus.

- f. In addition to warranty as mentioned in above clause, the Bidder shall during the warranty period replace the parts, if any, and remove any manufacturing defect, if found during the above said period, so as to make the Hardware equipment fully operational. The Bidder shall also replace parts of Hardware equipment or the entire Hardware equipment, in case it is found to be malfunctioning and defective, and that the Hardware equipment cannot be put to operation otherwise.

3.10.2. Inventory of Spares

The selected Bidder has to maintain adequate quantity of inventory of spares at the service centres specifically the fast moving spare parts (keyboard, power adapter etc.) to ensure that all critical spares / components apart from the inventory of new equipment for immediate replacement purposes to be available with the Service Centres in sufficient quantity. The critical spare parts shall include but not limited to the following:

- a. Mother Board
- b. Processor
- c. Memory
- d. Display
- e. Hard Disk
- f. Battery
- g. UPS
- h. Scanner

SECTION-IV
Service Level Agreement

Section IV – Service Level Agreement

The purpose of this Service Level Agreement (hereinafter referred to as SLA) is to clearly define the levels of service which shall be provided by the Selected Bidder to UPLC / DME for the duration of this Agreement.

The selected Bidder and UPLC / DME shall regularly review the performance of the services being provided by the Selected Bidder and the effectiveness of this SLA.

4.1. Definitions

For purposes of this Service Level Agreement, the definitions and terms as specified in the Agreement along with the following terms shall have the meanings set forth below:

- a. “Incident” refers to any event specifying the defect in Hardware equipment or its component and accessory; virus in Hardware equipment or Operating System Problem or problems in pre-loaded software.
- b. “Helpdesk Support” shall mean the toll free call centre services provided by the selected Bidder / OEM.
- c. “Resolution Time” shall mean the time taken (after the incident has been reported at the service centre / Toll-free number and responded by the selected bidder), in resolving (diagnosing, troubleshooting and fixing) the problem / issue raised by the users for repairing / replacing the Hardware equipment
- d. “Hardware” is the collection of physical elements that constitutes a computer system. Computer hardware is the physical parts or components of a computer, such as the monitor, mouse, keyboard, computer data storage, hard disk drive (HDD), graphic cards, sound cards, memory, motherboard, and related components and accessories like UPS, Printers etc, all of which are physical objects that are tangible.

4.2. Category of SLAs

This SLA document provides for minimum level of services required as per contractual obligations based on performance indicators and measurements thereof. The Bidder shall ensure provisioning of all required services while monitoring the performance of the same to effectively comply with the performance levels. The services provided by the Bidder shall be reviewed by UPLC as following:

- a. Adherence of delivery as per the schedule.
- b. Regularly check performance of the Bidder against this SLA.
- c. Discuss escalated problems, new issues and matters still outstanding for resolution.
- d. Review of statistics related to rectification of outstanding faults and agreed changes. The SLA will be logically segregated in the following categories:
 - a. Implementation of Service levels / Delivery Schedule
 - b. Warranty obligations
 - c. Toll-free Services
 - d. Compliance and Reporting Procedures

The following measurements and targets shall be used to track and report performance on a regular basis. The targets shown in the following tables are applicable for the duration of the Agreement. All the targets for the measurements are calculated on the yearly basis. Please note that the Bidder

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should provide comprehensive, end-to-end service including supply and commissioning, replacement of the defective Computer Hardware equipment / Hardware components in case of physical damage. No reason shall be entertained (unless those mentioned in Force Majeure) in case of un-availability of any service given in the Scope of Work in this RFP and the appropriate penalty shall be levied. All penalties shall be paid by the Selected Bidder to UPLC.

4.2.1. Delivery Schedule Levels

S No.	Quantity to be delivered	Target	Penalty
1	100% of Ordered Quantity	7-10 Days	A Penalty of 0.25% value of the undelivered quantity per day delay for first 8 days, 0.5% value of the undelivered quantity per day for next 6 days. After which UPLC reserves the right to cancel the work order except the conditions arose due to Force Majeure.

4.2.2. Warranty Obligations

Table 2: Resolution Time SLA for Repair / Replacement of faulty Computer Hardware equipment / Hardware equipment Components.

S No.	Type of Incident	Resolution time (in Working Days)	Penalty
	1. Repair of the Hardware equipment or the Hardware equipment components including Keyboard, LED Display, Memory, Motherboard, Processor, Ports, Hard Drive, Cooling System (Fan etc.), Expansion Cards (if available), Pointing Device (If applicable), UPS & Batteries, Scanner 2- Replacement Hardware equipment components and faulty operating system as mentioned in the RFP. 3- Replacement of the Hardware equipment in case of defective Hardware equipment or irreparable Hardware equipment as declared by the Bidder. 4- Selected bidder should maintain the adequate quantity of Computer Hardware equipment to carry out replacement work.	1	No Penalty
		2-3	1.0% of the value of the Hardware Equipment per day for every un resolved incident.
		3-5	1.5% of the value of the Hardware equipment per day for every un resolved incident.
		>5	2.0% of the value of the Hardware equipment per day for every unresolved incident subject to a maximum of value of the Hardware equipment to UPLC / DME. After 7 days Bidder shall replace the Hardware equipment immediately with the new Hardware equipment and penalty mentioned here shall also be applicable as per the value of the Hardware equipment to UPLC / DME

4.2.3. Compliance & Reporting procedures SLAs

Table 3: Compliances & Reporting procedure SLAs

S. No.	Measurement	Definition	Target	Penalty
1-	Submission of MIS Reports with respect to the response time of Toll- Free number & Incident logged by the User.	The Selected Bidder shall submit the MIS reports on Annual basis or as & when requested by the UPLC.	Report for the previous year shall be submitted by the 15 th of the next year. Post that, Penalty shall be levied.	INR 500 every 1 day of delay in submission on an incremental basis to a maximum of INR 10,000.

4.3. SLA Review Process

- a. Either UPLC or the selected Bidder may raise an issue with respect to SLAs compliance in writing & clearly communicating the specific points of disagreement with possible solutions.
- b. A meeting or conference call will be conducted to resolve the issue in a timely manner. The documented issues will be distributed to the participants at least 24 hours prior to the discussion if the issue is not an emergency requiring immediate attention.
- c. UPLC and the Bidder shall develop an interim solution, if required, and subsequently the permanent solution for the problem at hand. The Bidder will then communicate the resolution to all interested parties.
- d. In case the issue is still unresolved, the arbitration procedures described in Section 6.25 will be applicable.

4.4. Penalties

- a. The total Penalty in the year shall not exceed 5% of the total value of the Order.
- b. Default beyond 5% of the total value of the order, on account of any reason whatsoever, will be deemed to be an event of default and termination of contract and forfeit of PBG.

4.5. Liquidated Damages

- a. Subject to clause for Force Majeure, if the Selected Bidder fails to complete the Supply and Commissioning of Computer Hardware equipment within 45 days or if Bidder repudiates the Agreement before completion of the work, UPLC at its discretion may without prejudice to any other right or remedy available to UPLC under the Agreement recover a maximum of 10% (Ten percent) of the total value of the order from the Bidder as Liquidated Damages (LD).
- b. UPLC will be free to procure the remaining Computer Hardware equipment from alternate sources at the cost and risk of the defaulting Vendor, by forfeiting the EMD / Security Deposit / Performance Guarantee of the Bidder. In addition, UPLC will impose a cancellation charge of 5% of the value of undelivered Computer Hardware equipment, which shall be recovered from the pending bills or EMD / Security Deposit or by raising claims.

SECTION-V
Instructions to Bidders

Section V – Instructions to Bidders

5.1. General instructions

- a. The Bidders should submit their bids online only in the Submission module of e-Procurement website <http://etender.up.nic.in>.
- b. The e-Bids shall be submitted only from the e-Bid Submission start date till the e-Bid Submission end date and time given in the RFP. Therefore, Bidders are advised to submit the e-Bids well advance in time.
- c. The proposal and all correspondence and documents shall be written in English. In case of accompanying literature or brochures etc. being in a language other than English, a certified translation should accompany the documents as a part of the RFP. All proposals and accompanying documentation will become the property of UPLC and will not be returned.
- d. The bidders should submit their e-Bid considering the server time displayed in the e-Procurement website. This server time is the time by which the e-Bid submission activity will be allowed till the permissible time on the last/end date of submission indicated in the RFP schedule.
- e. Once the e-Bid submission date and time is over, the bidders cannot submit their e-Bid. The bidders shall only be held responsible for any delay and whatsoever reason in submission of e-Bid.
- f. Technical Bids will be electronically opened as mentioned in the Section-I Para 1.4 RFP.
- g. Commercial Bids will be opened as mentioned in the Section-I Para 1.4 RFP.
- h. UPLC may, at its discretion extend this deadline for submission of e-Bid by amending the e-Bid document, in which case all rights and obligations of UPLC and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.
- i. The server time indicated in the Bid Management window on the e-Procurement website <http://etender.up.nic.in> will be the time by when the e-Bid submission activity will be allowed till the permissible date and time scheduled in the RFP document. Once the e-Bid submission date and time is over, the bidder cannot submit the e-Bid. Bidder has to start the e-Bid Submission well in advance so that the submission process passes off smoothly. The bidder will only be held responsible if his/her e-Bid is not submitted in time due to any of his/her problems/faults, for whatsoever reason, during e-Bid submission process.
- j. At any point of time, a bidder can withdraw his/her e-Bid submitted online before the bid submission end date and time. For withdrawing, the bidder should first log in using his/ her Login Id and Password and subsequently by his/her Digital Signature Certificate on the e-Procurement website <http://etender.up.nic.in>. The bidder should then select "My Bids" option in the Bid Submission menu. The page listing all the e-Bids submitted by the bidder will be displayed. Click "View" to see the details of the e-Bid to be withdrawn. After selecting the "Bid Withdrawal" option, the bidder has to click "Yes" to the message "Do you want to withdraw this bid?" displayed in the Bid Information window for the selected bid. The bidder also has to enter the bid Withdrawing reasons and upload the letter giving the reasons for withdrawing before clicking the "Submit" button. The bidder has to confirm again by pressing "Ok" button before finally withdrawing his/her selected e-Bid.

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- k. The bidder has to request the UPLC with a letter, attaching the proof of withdrawal and submission of e-Bid security/EMD in the office of UPLC, to return back the e-Bid security/EMD as per the manual procedure.
- l. No e-Bid may be withdrawn in the interval between the deadline for submission of e-Bids and the expiration of period of e-Bid validity. Withdrawal of an e-Bid during this interval may result in the bidder's forfeiture of his/her e-Bid security
- m. The bidder can re-submit his/her e-Bid as and when required till the e-Bid submission end date and time. The e-Bid submitted earlier will be replaced by the new one. The payment made by the bidder earlier will be used for revised e-Bid and the new e-Bid submission summary generated after the successful submission of the revised e-Bid will be considered for evaluation purposes. For resubmission, the bidder should first log in using his/her Login Id and Password and subsequently by his/her Digital Signature Certificate on the e-Procurement website <http://etender.up.nic.in>. The bidder should then select "My Bids" option in the Bid Submission menu. The page listing all the bids submitted by the bidder will be displayed. Click "View" to see the details of the e-Bid to be resubmitted. After selecting the "Bid Resubmission" option, click "Encrypt & Upload" to upload the revised e-Bid documents by following the methodology provided above
- n. The bidders can submit their revised e-Bids as many times as possible by uploading their e-Bid documents within the scheduled date & time for submission of e-Bids.
- o. No e-Bid can be resubmitted subsequently after the deadline for submission of e-Bids.

5.2. Procedure for Submission of Bids

Submission of Bids shall be in accordance with the instructions mentioned below:

- a. For participating in e-Bid through the e-Tendering system, it is necessary for the bidders to be the registered users of the e-Procurement website <http://etender.up.nic.in>. The bidders must obtain a User Login Id and Password by registering themselves with U.P. Electronics Corporation Limited, Lucknow if they have not done so previously for registration.
- b. In addition to the normal registration, the bidder has to register with his/her Digital Signature Certificate (DSC) in the e-Tendering system and subsequently he/she will be allowed to carry out his/her e-Bid submission activities. Registering the Digital Signature Certificate (DSC) is a one-time activity. Before proceeding to register his/her DSC, the bidder should first log on to the e-Tendering system using the User Login option on the home page with the Login Id and Password with which he/ she has registered as per clause 1 above.
- c. For successful registration of DSC on e-Procurement website <http://etender.up.nic.in> the bidder must ensure that he/she should possess Class-2/Class-3 DSC issued by any certifying authorities approved by Controller of Certifying Authorities, Government of India, as the e-Procurement website <http://etender.up.nic.in> is presently accepting DSCs issued by these authorities only. The bidder can obtain User Login Id and perform DSC registration exercise as described in clauses 1 and 2 above even before e-Bid submission date starts. UPLC shall not be held responsible if the bidder tries to submit his/her e-Bid at the last moment before end date of submission but could not submit due to DSC registration problem.

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- d. The Bidder shall be required to use own Digital Signature while uploading its Bid. The Bidder shall be required to upload the Bid using its Digital Signature only. Failure to comply or usage of Digital signature of other firm shall be liable for rejection of the Bid.
- e. The bidder can search for active tenders through "Search Active tenders" link, select a tender in which he/she is interested in and then move it to 'My Tenders' folder using the options available in the e-Bid Submission menu. After selecting and viewing the tender, for which the bidder intends to e-Bid, from "My Tenders" folder, the bidder can place his/her e-Bid by clicking "Pay Offline" option available at the end of the view tender details form. Before this, the bidder should download the e-tender document and Price Schedule/ Bill of Quantity (BOQ) and study them carefully. The bidder should keep all the documents ready as per the requirements of e-tender document in the PDF format except the Price Schedule/Bill of Quantity (BOQ), which should be in the XLS format (Excel sheet).
- f. After clicking the 'Pay Offline' option, the bidder will be redirected to the Terms and Conditions page. The bidder should read the Terms & Conditions before proceeding to fill in the details, the bidder should click "Encrypt & Upload" option given in the offline payment details form so that "Bid Document Preparation and Submission" window appears to upload the documents as per Technical (Qualification details, e-Bid Form and Technical Specification details) and commercial (e-Bid Form and Price Schedule/BOQ) schedules/packets given in the tender details. The details of the Demand Draft or any other accepted instrument which is to be physically sent in original before opening of technical e-Bid, should tally with the details available in the scanned copy and the data entered during e-Bid submission time otherwise the e-Bid submitted will not be accepted.
- g. Next the bidder should upload the Technical e-Bid documents for, Qualification details, e-Bid Form as per Technical Specification details and Price Schedule / BOQ of e-Tender document. Before uploading, the bidder has to select the relevant Digital Signature Certificate. He may be prompted to enter the Digital Signature Certificate password, if necessary. For uploading, the bidder should click "Browse" button against each document label in Technical and Financial schedules / packets and then upload the relevant PDF / XLS files already prepared and stored in the bidder's computer. The required documents for each document label of Technical (Qualification details, e-Bid Form and Technical Specification details etc.) and financial (e-Bid Form and Price Schedule/BOQ etc.) schedules/packets can be clubbed together to make single different files for each label.
- h. The bidder should click "Encrypt" next for successfully encrypting and uploading of required documents. During the above process, the e-Bid documents are digitally signed using the DSC of the bidder and then the documents are encrypted / locked electronically with the DSC's of the bid openers to ensure that the e-Bid documents are protected, stored and opened by concerned bid openers only.
- i. After successful submission of e-Bid document, a page giving the summary of e-Bid submission will be displayed confirming end of e-Bid submission process. The bidder can take a printout of the bid summary using the "Print" option available in the window as an acknowledgement for future reference.

5.3. Authentication of Bid

The Bid shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Agreement. All pages of the Bid, shall be initialled and stamped by the person or persons signing the Bid and same shall be uploaded with technical bid.

5.4. Validation of interlineations in Bid

The Bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such corrections shall be initialled by the person or persons signing the Bid.

5.5. Cost of Bidding

The Bidder is responsible for all costs incurred in connection with participation in this process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings / discussions / presentations, preparation of proposal, in providing any additional information required by UPLC to facilitate the evaluation process, and in negotiating a definitive Service Agreement and all such activities related to the Bid process. This RFP does not commit UPLC to award a Contract or to engage in negotiations. Further, no reimbursable cost may be incurred in anticipation of award of Contract.

5.6. Clarification on RFP

- a. A prospective Bidder requiring any clarification on the RFP Document may submit his queries, in writing, at the mailing address and as per schedule indicated in “Key Events and Dates”. The queries must be submitted in the following format only to be considered for clarification:

Table: Clarification Format

S.No.	Section No.	Clause No	Page No.	Reference from RFP	Clarification
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The queries not adhering to the above mentioned format shall not be responded.

- b. UPLC will respond in writing, to any request for clarification to queries on the RFP, received not later than UPLC Dates prescribed in Section 1.4.

5.7. Language of Bids

The proposal and all correspondence and documents shall be written in English. In case of accompanying literature or brochures etc. being in a language other than English, a certified translation should accompany the documents as a part of the Bid.

5.8. Documents Comprising the e-Bids

Bidders shall furnish the required information on their Qualification and Commercial strengths in the enclosed formats only. Any deviations with respect to this may make the Bid liable for rejection.

The Bidders shall submit the scan copy of tender fee, processing fee and EMD in the proposal and submit the physical copy of the above before the date & time of submission of e-Bids, failing which the bids shall be liable to be rejected.

5.9. Bid Prices

- a. The Bidder shall indicate the price in the prescribed format, the unit rates and total Bid Prices of the Computer Hardware equipment, inclusive of comprehensive onsite warranty, it proposes to provide under the Agreement. In absence of above information as requested, the Bid may be considered incomplete and be summarily rejected.
- b. For Financial quotation, the Bidder shall be required to upload the BOQ on the e-Tender website. The financial quotes other than the BOQ (excel sheet to be provided along with the RFP) shall not be considered for evaluation & e-Bid shall be rejected forthwith.

5.10. Firm Prices

- a. The Bidder shall quote a fixed price for the goods inclusive of comprehensive onsite warranty as detailed in the RFP on a single responsibility basis. UPLC reserves the right to procure the goods and comprehensive warranty listed in this RFP in whole or in part. No adjustment of the Agreement price shall be made on account of any variations in costs of labour, raw material and supplier materials or any other cost component affecting the total cost in fulfilling the obligations under the Agreement. The payment based on commercial proposal of the Bidder shall be the only payment, payable by U.P Electronics Corporation Limited / Government of Uttar Pradesh, to the selected Bidder for completion of the contractual obligations by the selected Bidder under the Agreement, subject to the terms of payment specified in the Agreement. The price would be inclusive of all taxes, duties, charges and levies as applicable.
- b. The prices, once offered, must remain fixed and must not be subject to any escalation for any reason whatsoever within the period of 1 year. A proposal submitted with an adjustable price quotation or conditional proposal may be rejected as non-responsive.

5.11. Bid Currencies

Prices shall be quoted in Indian Rupees (INR).

5.12. Bid Security (Earnest Money Deposit)

- a. Bidders shall submit, along with their Bids, Bid security or Earnest Money Deposit (EMD) of INR 1,00,000/- (Rupees One Lakh only), in the form of Demand draft/Banker's cheque of Scheduled Bank in favour of "U.P. Electronics Corporation Limited, Lucknow" valid for a period of six months. EMD in any other form will not be entertained. Please refer Annexure - 5 for the Bank Guarantee format.
- b. The EMD of all unsuccessful Bidders would be refunded by UPLC. The Bid security, of the successful Bidder would be returned upon submission of Performance Guarantee (if required).
- c. Bid without EMD shall be rejected.

5.13. Bid Validity Period

- a. The proposals shall be valid for a period of Six (6) calendar months from the date of submission of Bids. A proposal valid for a shorter period may be rejected as non-responsive. On completion of the validity period, unless the Bidder withdraws his proposal in writing, it

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will be deemed to be valid until such time that the Bidder formally (in writing) withdraws his proposal.

- b. In exceptional circumstances, at its discretion, UPLC may solicit the Bidder's consent for an extension of the validity period. The request and the responses thereto shall be made in writing (or by fax or email).

5.14. Local / Site Conditions

- a. It will be incumbent upon each Bidder to fully acquaint himself with the local conditions and other relevant factors at the proposed location with respect to supply & warranty obligation which would have any effect on the performance of the work and/or the cost.
- b. Failure to obtain the information necessary for preparing the Bid and/or failure to perform activities that may be necessary for providing warranty services before entering into the Agreement will in no way relieve the selected Bidder from performing any work in accordance with the RFP.
- c. It will be imperative for each Bidder to fully inform themselves of all legal conditions and factors which may have any effect on the execution of the work and the Agreement as described in the RFP. UPLC shall not entertain any request for clarification from the Bidder regarding such conditions.

It is the responsibility of the Bidder that such factors have properly been investigated and considered while submitting the Bid proposals and that no claim whatsoever including those for financial adjustment to the Agreement done with the Bidder under the RFP will be entertained by UPLC / DME and that neither any change in the time schedule of the Agreement nor any financial adjustments arising thereof shall be permitted by UPLC / DME on account of failure of the Selected Bidder to appraise themselves of local laws and site conditions.

5.15. Modification and Withdrawal of Bids

No proposal may be modified / withdrawn in the interval between the deadline for submission of proposals and the expiration of the validity period specified by the Bidder on the proposal form.

5.16. Opening of Bids

5.16.1. Opening of Qualification Bid

The e-Bids shall be opened, in two sessions, in the presence of Bidders' representatives who choose to attend the Bid opening sessions on the specified date, time and address. The Bidders' representatives who are present shall sign a register evidencing their attendance. In the event of the specified date of Bid opening being declared a holiday for UPLC, the Bids shall be opened at the same time and location on the next working day.

The Tender Evaluation Committee (TEC) duly appointed by UPLC / DME shall see the following:

- a. The RFP Document fee of INR 1,000 has been submitted.
- b. The EMD of INR 1,00,000 /- has been submitted.

Bids not accompanied with the above requisite fee shall be rejected forthwith.

5.16.2. Evaluation of Qualification Bid

Qualification Bid:

- a. Bidders need to fulfil all the Qualification conditions mentioned in Qualification Criteria of the RFP. TEC will examine the Bids to determine whether they are complete, whether the Bid format conforms to the RFP requirements, whether documents have been properly signed, and whether the Bids are generally in order.
- b. Bids of Bidders whose Qualification proposal does not meet the set criteria shall be rejected forthwith.
- c. TEC may seek written clarifications with the Bidders. The primary function of clarifications in the evaluation process is to clarify ambiguities and uncertainties arising out of the evaluation of the Bid Documents. The clarifications provide the opportunity for the Committee to state its requirements clearly and for the Bidder to more clearly state its proposal. The Committee may seek inputs from their professional, technical faculties in the evaluation process.
- d. Conditional Bids will be rejected.

5.16.3. Announcement of Bids

The Bidder's names, bid modifications or withdrawals and such other details as UPLC at its discretion may consider appropriate, will be announced at the Bid opening.

5.16.4. Bids Not Considered for Evaluation

Bids that are rejected during the Bid opening process due to incomplete documentation or late receipt shall not be considered for further evaluation.

5.16.5. Criteria for Evaluation of Bids

UPLC will award the work to the successful Bidder whose proposal has been determined to be substantially responsive fulfilling the criteria outlined in the RFP and has been determined as the best value proposal.

5.16.6. Criteria for Evaluation and Comparison of Qualification Bids

The Qualification proposal will be evaluated using the checklist given in Section 7.3.

- a. Bidders need to fulfill all the Qualification conditions mentioned in Qualification Criteria of the RFP. TEC will examine the Bids to determine whether they are complete, whether the Bid format conforms to the RFP requirements, whether documents have been properly signed, and whether the Bids are generally in order.
- b. The Bidder should submit credentials that best illustrate ability to provide the services required as per the RFP. Credentials in similar environments in terms of scope coverage, magnitude, organizational characteristics etc. should be given preference.
- c. The Bidder needs to strictly adhere to the formats provided in section VII and provide information against each of the line items. Any non-conformance shall constitute a deviation from RFP conditions.

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- d. It is mandatory to furnish complete Technical specifications of the Hardware being offered, strictly as per the formats provided in Section 7.8. These specifications should be considered as minimum to be fulfilled.
- e. All relevant product information such as User Manuals, Technical Specification sheets etc. should be submitted along with the Bid. Failure to submit this information along with the Bid could result in disqualification of the Bid.
- f. The Bidder must have to submit the GST 3B Challan of Last Six months.

5.16.7. Opening and Comparison of Commercial Bids

The Commercial Bids will be opened by Tender Evaluation Committee (TEC) appointed by UPLC / DME, in the presence of Bidders' representatives who choose to attend the Commercial Bid opening on date and time to be communicated to all the technically qualified Bidders. The Bidder's representatives who are present shall sign a register evidencing their attendance. The name of Bidder, Bid Prices etc. shall be announced at the meeting. The commercial quotes of the Lowest Bidder shall be notified as L1. As per the RFP schedule, L1 shall be contracted to execute the complete supply order quantity. In case L1 backs out, the RFP shall be cancelled & Bids shall be invited again. L1 shall however be blacklisted from participating in any future bidding of DME projects and are liable for legal action by UPLC / DME.

5.17. Negotiation

Normally, there would be no post RFP negotiations. If at all negotiations are warranted, it would be only under exceptional circumstances and UPLC shall reserve the right to negotiate with the Bidder whose "Commercial Bid" has been ranked L1 by the committee based on the evaluation of the proposals.

5.18. Rectification of Errors

Bidders are advised to exercise adequate care in quoting the prices. No excuse for corrections in the quoted price will be entertained after the proposals are opened.

5.19. Contacting UPLC / DME

- a. No Bidder shall contact the UPLC / DME on any matter relating to its Bid, from time of opening to the time the work is awarded. If the Bidder wishes to bring additional information to the notice of the RFP Issuing Authority, the same should be done in writing to UPLC. The RFP Issuing Authority reserves the right to decide whether such additional information should be considered or otherwise.
- b. Any effort by a Bidder to influence the RFP Issuing Authority in its decision on Bid evaluation, Bid comparison or contract award may result in disqualification of the Bidder's Bid and also forfeiture of his EMD.

5.20. UPLC's Right to Accept Any Bid and to reject any or All Bids

UPLC reserves the right to accept or reject any proposal, and to annul the tendering process and reject all proposals at any time prior to award of work, without thereby incurring any liability to the

affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for UPLC's action.

5.21. Notification of Award

5.21.1. Notification to Bidder

Prior to the expiry of the Bid validity period, UPLC will notify the successful Bidder in writing or by fax or email, to be confirmed in writing by letter (LOI), that its proposal has been accepted. The notification of award will constitute the formation of the Agreement. Upon the successful Bidder's furnishing of performance security, UPLC will promptly notify each unsuccessful Bidder and return their EMD.

5.21.2. Signing of Agreement

At the same time as UPLC notifies the successful Bidder that its proposal has been accepted and UPLC shall enter into an Agreement with the successful Bidder. The Agreements shall cover following aspects / terms in details:

- a. Performance security
- b. Agreement form
- c. Warranty
- d. Payment Schedule
- e. Prices
- f. Assignment
- g. Liquidated damages
- h. Termination
- i. Applicable law
- j. Notices
- k. Taxes and duties
- l. Confidentiality
- m. Limitation of liability
- n. Technical Documentation
- o. Project Management
- p. Bidder's obligations
- q. Other clauses as detailed in this RFP

5.21.3. Discharge of Bid Security

Prior to signing of the Agreement, UPLC shall promptly request the Selected Bidder to provide Performance Guarantee pursuant to Section 5.23. On receipt of the Performance Guarantee, the Bid security of all successful Bidders will be released.

5.21.4. Expenses for the Agreement

The incidental expenses of execution of Agreement / Contract shall be borne by the successful Bidder.

5.22. Failure to abide by the Agreement

Failure of the successful Bidder to agree with the Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which event UPLC may forfeit the EMD /

Performance Bank Guarantee. The contract will be then awarded to the next Bidder by the process of Re-Tendering.

5.23. Bank Guarantee for Performance

- a. The successful Bidder shall, at his own expense, deposit with UPLC, within 15 (fifteen) days after the receipt of notification of award of the Contract (Letter of Intent) from UPLC, an unconditional and irrevocable Performance Bank Guarantee (PBG) from a Scheduled Bank acceptable to UPLC, in the format prescribed in Annexure – 2, payable on demand, for the due performance and fulfilment of the Agreement by the Bidder.
- b. The Performance Guarantee shall be submitted as Bank Guarantee from a Scheduled Bank (If required).
- c. This Performance Guarantee shall be for an amount equivalent to 3% of tender value or lump sum amount decided by tender committee. All incidental charges whatsoever such as premium, commission etc. with respect to the Performance Guarantee shall be borne by the Bidder. The Performance Guarantee shall be valid for Forty (15) months after signing the agreement, subject to the terms and conditions in the Performance Bank Guarantee, at the end of 40 months after signing the agreement, the Performance Bank Guarantee may be discharged/returned by UPLC / DME upon being satisfied that there has been due performance of obligations of the Bidder under the Agreement. However, no interest shall be payable on Performance Guarantee. The Bank Guarantee should be in favour of “U.P. Electronics Corporation Limited”.
- d. Pursuant to the SLAs and Penalty as mentioned in Section-IV, in case penalty is levied by the UPLC/DME, the Performance Guarantee shall be discharged only after the submission of penalty amount by the selected Bidder. Failing the same, the Bank guarantee shall be forfeited or adjusted as the case may be as per discretion of UPLC.

5.24. Rejection Criteria

- a. The proposal of a Bidder is liable to be disqualified in the following cases or in case Bidder fails to meet the bidding requirements as indicated in this RFP:
 - i. Proposal not submitted in accordance with the procedure and formats prescribed in this document.
 - ii. During validity of proposal, or its extended period after last date and time for submission of Bids, if any, the Bidder increases the quoted prices.
 - iii. The Bidder qualifies the proposal with his own conditions.
 - iv. Proposal is received in incomplete form.
 - v. Proposal is not accompanied by all the requisite documents.
 - vi. Information submitted in Qualification proposal is found to be misrepresented, incorrect or false, accidentally, unwittingly or otherwise, at any time during the processing of the Agreement (no matter at what stage) or during the tenure of Agreement including the extension period if any.

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- vii. Commercial quotation provided in the Qualification Proposal.
 - viii. Bidder tries to influence the proposal evaluation process by unlawful means at any point of time during the Bid process.
 - ix. In case any Bidder submits multiple proposals or if common interests are found in two or more Bidders, the Bids are likely to be disqualified, unless additional proposals/Bids are withdrawn immediately upon conflict of interest.
 - x. Bidder fails to deposit the Performance Guarantee prior to signing of the Agreement or fails to enter into an Agreement within 15 working days of the date of Letter of award of Contract (LOI) or within such extended period, as may be specified by UPLC.
- b. Bidders may specifically note that while evaluating the proposals, if it comes to UPLC's knowledge expressly or implied, that some Bidders may have colluded in any manner whatsoever or otherwise joined to form an alliance resulting in delaying the processing of proposal or form cartel affecting the competitive prices then the Bidders so involved are liable to be disqualified for this Contract as well as for a further period of three years from participation in any of the tenders floated by the UPLC / DME.
- c. UPLC will reject a proposal for award if it determines that the Bidder recommended for award, or any of its personnel, or its agents or, Vendors and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the Contract in question;

For the purposes of this provision, the terms are set forth as follows:

- i. "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- ii. "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- iii. "Collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party;
- iv. "Coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- v. "obstructive practice" is deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to UPLC in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation.

5.25. Concessions permissible under statutes

Bidder, while quoting against this RFP, must take cognizance of all concessions permissible under the statutes including the benefit under Central Sale Tax Act, 1956, failing which it will have to bear extra cost where Bidder does not avail concessional rates of levies like customs duty, excise duty, sales tax, etc. UPLC will not take any responsibility towards this. However, UPLC may provide necessary assistance, wherever possible, in this regard.

5.26. Income Tax Liability

The Bidder and Personnel shall pay such direct and indirect taxes, duties including import duties, fees and other impositions levied under the Applicable Laws in India.

SECTION-VI
General Conditions of Agreement

Section VI – General Conditions of Agreement

6.1. Form of Agreement

This AGREEMENT (hereinafter called the "Agreement") is made on the _____, 2023, between Uttar Pradesh Electronics Corporation Limited, Lucknow having its office at 10 - Ashok Marg, Lucknow-226001 (hereinafter referred to as the "UPLC" which term or expression, unless excluded or repugnant to the subject or context, shall mean and include its successors-in office and assignees) of the First Part and, _____, having its office at _____. (herein after called the "Vendor") of the Second Part.

WHEREAS

- a. UPLC intends to enable the Selection of Vendor(s) for SUPPLY AND DISTRIBUTION OF COMPUTER DESKTOPS AND ACCESSORIES FOR DEPARTMENT OF MEDICAL EDUCATION, UTTAR PRADESH.
- b. UPLC undertook the selection of a Vendor adopting an open tender route, through Competitive Bidding and issued a Request for Proposal (RFP)
- c. UPLC intends to accord to the Vendor the right to undertake the Project on the terms and conditions set forth in the Agreement;
- d. The Vendor in pursuance of its proposal undertakes to Supply, Commission, Service support and any other requirement as per UPLC during the aforesaid period stated hereinabove.
- e. All the conditions stated in the Request for Proposal (RFP) and the Corrigendum Document shall form part of the Agreement.
- f. The parties agree that for providing the Goods (Computer Hardware and other equipments/ services) and comprehensive onsite warranty as per the terms of this Agreement, the Vendor shall be paid as per the payment schedule detailed in the RFP.

NOW, THEREFORE, IT IS HEREBY AGREED between the parties as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Agreement:
 - a. Request for Proposal (RFP) along with Subsequent Corrigendum (annexed as Annexure ___ & Annexure ___)
 - b. LoI / Work Order issued to Vendor (annexed as Annexure ___ & Annexure ___)
2. The mutual rights and obligations of UPLC and the Vendor shall be as set forth in the Agreement, in particular:
 - (a) UPLC shall make payments to the Vendor in accordance with the provisions of the Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed in their respective names as of the day and year first above written.

In presence of Witness	Signed by For and on behalf of UPLC (UPLC, Lucknow")

6.2. Definitions

- a. In this Agreement, unless the context requires otherwise:
 - i. "Applicable Law" means the laws and any other instruments having the force of law in India for the time being.
 - ii. "Bidder" shall mean an Individual Company registered under the Companies Act 1956 participating in the Bidding process.
 - iii. "Vendor" shall mean the Bidder Company after selection through the RFP with whom the order has been placed for supplying Hardware equipment & providing comprehensive onsite warranty as specified in this RFP/ Agreement and shall be deemed to include the Bidder's successors, representatives (approved by UPLC), heirs, executors, administrators and permitted assigns, as the case may be, unless excluded by the terms of the Agreement.
 - iv. "Bidder's Representative" means the person or the persons appointed by the Bidder from time to time to act on its behalf for overall co-ordination, supervision and Project management.
 - v. "UPLC" shall mean "U.P. Electronics Corporation Limited" and shall include its legal representatives, successors and permitted assignees.
 - vi. "UPLC's Representative" shall mean the person appointed by UPLC from time to time to act on its behalf at the site for overall coordination, supervision and Project management.
 - vii. "Agreement" means all the contents and specifications including the annexure, and any further amendments issued by UPLC, of the RFP and contents of this Agreement. Notwithstanding the foregoing, in the event of a conflict between the Agreement and the RFP, the terms of this Agreement shall prevail.
 - viii. "Agreement Price / Value" means the price payable to the Bidder under the Agreement for the full and proper performance of its contractual obligations.
 - ix. "Day" means calendar day.
 - x. "Deliverables" means the Goods (Hardware equipment, Hardware equipment and its Accessories, inclusive of comprehensive onsite warranty agreed to be delivered by the Vendor in pursuance of this Agreement as defined in the RFP
 - xi. "Effective Date" means the date on which this Agreement is signed and executed by the parties hereto. If this Agreement is executed in parts, then the date on which the last of such Agreement is executed shall be construed to be the effective date.
 - xii. "Government" or "DME" means the Medical Education Department, Government of Uttar Pradesh.

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- xiii. "Personnel" means professionals and support staff provided by the Bidder and assigned to perform supply of goods and fulfil warranty obligations or any part thereof."
- xiv. "Third Party" means any person or entity other than the Government, UPLC, and Bidder.
- xv. "In writing" means communicated in written form with proof of receipt.
- xvi. "Performance Guarantee" shall mean the guarantee provided by the Bidder in favor of UPLC for an amount specified in the RFP. The Performance Guarantee may be in the form of Bank Guarantee.
- xvii. "Project" shall mean a mission announced by DME under which Computer Hardware equipment, are to be provided to Department of Medical Education in the State of Uttar Pradesh.
- xviii. "RFP" or "Request for Proposal" means the documents containing the Qualification, Commercial and Legal Specifications. It includes Annexure(s), clarifications, explanations and amendments issued from time to time.
- xix. "Service Level" means the level of performance which will apply to the supply of Computer Hardware equipment and performance of warranty obligations as set out in the RFP."
- xx. "Service Level Agreement (SLA)" means the Level of Services to be provided by Vendor as provided in Section IV of the RFP"
- xxi. "Warranty" means the obligation of the vendor to supply quality and quantity of goods and associated services delivered to the Stakeholders of the Project using the tangible and intangible assets created, procured, installed, managed and operated by the Vendor and includes but is not limited to the list of services specified in the RFP.
- xxii. "Sign-off" shall mean a written certification issued by UPLC / DME evidencing the acceptance, approval or completion, as the case may be, of any deliverable that may be required in terms of the Agreement.
- xxiii. "Stakeholders" includes UPLC & UPLC Employees; Department of Medical Education Locations, officials of Department of Medical Education, Government of Uttar Pradesh, and such other persons / entities that have direct or indirect role in the Project.
- xxiv. "Peripheral device" is defined as an auxiliary device that connects to and works with the Hardware equipment / PCs in some Way. In the current context the Peripheral devices which will be considered under the RFP are Mouse, Keyboard, Hard drive, Monitor, Graphic Cards, Scanners, UPS, and Batteries etc.
- b. References to any statute or statutory provision include a reference to that statute or statutory provision as from time to time amended, extended, re-enacted or consolidated and to all statutory instruments made pursuant to it.
- c. Words denoting the singular shall include the plural and vice versa and words denoting persons shall include firms and corporations and vice versa.

- d. The headings and use of bold type in this Agreement are for convenience only and shall not affect the interpretation of any provision of this Agreement.

6.3. Interpretation

In this Agreement unless a contrary intention is evident:

- a. The section headings are for convenient reference only and do not form part of this Agreement;
- b. Unless otherwise specified a reference to a section number is a reference to all of its sub-sections;
- c. Unless otherwise specified a reference to a section or sub-section is a reference to a section or sub-section of this Agreement including any amendments or modifications to the same from time to time;
- d. A word in the singular includes the plural and a word in the plural includes the singular;
- e. A word importing a gender includes any other gender;
- f. A reference to a person includes a body corporate;
- g. A reference to legislation includes legislation repealing, replacing or amending that legislation;
- h. Where a word or phrase is given a particular meaning it includes the appropriate grammatical forms of that word or phrase which have corresponding meanings;
 - i. In the event of an inconsistency between the terms of this Agreement and the RFP and the Bid, the terms hereof shall prevail.

6.4. Representations & Warranties

- a. The Vendor warrants and represents to UPLC that:
 - i. it has full capacity and authority and all necessary approvals to enter into and to perform its obligations under this Agreement;
 - ii. this Agreement is executed by a duly authorized representative of Bidder;
 - iii. It shall discharge its obligations under this Agreement with due skill, care and diligence.
- b. In the case of the SLAs, the Vendor warrants and assures to UPLC, that:
 - i. the Vendor has full capacity and authority and all necessary approvals to enter into and perform its obligations under the SLAs and to provide the Services;
 - ii. the SLAs shall be executed by a duly authorized representative of the Vendor;
 - iii. The Vendor should have experience in managing and providing Goods and warranty similar to those as given in the RFP and that it shall perform the warranty services with all due skill, care and diligence;

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- iv. the Services shall be provided and rendered by appropriately qualified, trained and experienced personnel as approved by UPLC;
- v. The Vendor warrants that (i) the fact that all software & hardware included in the Bid is either covered by a valid license / approvals / consents or was produced by the Vendor or its partners and (ii) that violations shall be considered fraud, which is, among other remedies for fraud, is punishable by potential blacklisting from participation in future procurement by UPLC / DME.
- vi. The warranty services will be supplied in conformance with all applicable laws, enactments, orders and regulations;
- vii. Vendor shall use its reasonable endeavors to ensure that the equipment, software and hardware supplied and/or used in the course of the provision of the Services, are operational and functional; and
- viii. The Vendor at any point during performance of the Agreement, should technological advances be introduced by the OEM / Vendor for Information Technologies originally offered by the OEM / Vendor in its Bid and still to be delivered, the Vendor shall be obligated to offer to UPLC the latest versions of the available Information Technologies having equal or better performance or functionality at the same or lesser unit prices.
- ix. The Vendor shall provide a comprehensive onsite warranty period as mentioned in RFP from the date of supply & commissioning as per the delivery schedule of the Agreement The Vendor shall ensure defect free operation and shall repair / replace any such hardware components and reinstall software / operating system during the entire warranty period. No additional costs shall be paid separately for the warranty other than the costs quoted by the Vendor and as specified in the Agreement.
- x. If the Vendor uses in the course of the provision of the work, Hardware equipment or the hardware components, any software manufactured by any third party which are embedded in the Deliverables or are essential for the successful use of the Deliverables, it shall pass through the third party to UPLC / DME manufacturer's warranties relating to those components, software and hardware. Subject to the fulfillment of the obligations of the Vendor as provided for in Section 6.4 (b) (ix) above, in the event that such warranties cannot be enforced by UPLC, the Vendor shall enforce such warranties on behalf of UPLC and pass on to UPLC, the benefit of any other remedy received in relation to such warranties.
- xi. During the comprehensive warranty period, the Vendor shall repair or replace the defective components or entire Hardware equipment including battery and power adapter subject to the suitability, as per the Agreement at no additional cost to the UPLC or the stakeholders.
- c. Notwithstanding what has been stated elsewhere in this Agreement, in the event the Vendor is unable to meet the obligations pursuant to the implementation of the Project, Operations and Maintenance & Provision of warranty Services and any related scope of work as stated in this Agreement, UPLC shall have the option to invoke the Performance Guarantee after serving a written notice of 30 (Thirty) days on the vendor.

6.5. Scope of Work / Agreement

- a. Scope of work shall be as defined in this Agreement, Scope of Work including specifications and the Service Level Agreement and annexes thereto of this RFP.

UPLC has engaged the Vendor for Supply, Commissioning, of Computer Hardware equipment. The Vendor is required to supply the Computer Hardware equipment, offer the Computer Hardware equipment for Pre-dispatch inspection, provide comprehensive onsite warranty and manning and operating the Maintenance Services along with support and infrastructure as necessary during the term of this Agreement and includes all such processes and activities which are consistent with the proposals set forth in the Bid, the RFP and this Agreement and are deemed necessary by UPLC in order to meet its requirements (hereinafter 'Scope of Work').

- b. If any services, functions or responsibilities not specifically described in this Agreement are an inherent, necessary or customary part of the Services or are required for proper performance or provision of the Services in accordance with this Agreement, they shall be deemed to be included within the scope of the work to be delivered for the charges, as if such services, functions or responsibilities were specifically described in this Agreement.
- c. UPLC reserves the right to amend any of the terms and conditions with mutual agreement in relation to the Scope of Work and may issue any such directions which are not necessarily stipulated therein if it deems necessary for the fulfilment of the Scope of Work pursuant to the RFP.

6.6. Duration of the Agreement

This Agreement shall come into effect on _____ 2023 (hereinafter called the "Effective Date") and shall continue till the completion of the warranty, subject to fulfilment of the rights and obligations of the Parties under the Agreement. This notice shall confirm that the conditions precedent and effectiveness conditions, if any, have been met. The Agreement shall start from the date of signing of this Agreement till the expiry of the warranty of Computer Hardware equipment. UPLC shall reserve the sole right to grant any extension to the term mentioned above on mutual agreement including fresh negotiations on terms and conditions.

6.7. Performance Guarantee

Within 15 (fifteen) days after the receipt of notification of award of the work (Letter of Intent) from UPLC the successful Bidder shall furnish performance guarantee to UPLC which shall be equal to 3% of the value of the tender or lump sum amount decide by tender committee and shall be in the form of a Bank Guarantee from a Scheduled Bank in the Proforma given in Annexure – 2, and valid for 15 months from the date of signing of agreement.

6.8. Vendor's Obligations

- a. The Vendor shall provide goods and warranty services onsite specified by UPLC and make available the necessary equipment / facilities / services as may be necessary and other 'Scope of Work' requirements as specified in the RFP and changes thereof. Nothing in this Agreement relieves the Vendor from its liabilities or obligations under this Agreement with UPLC directions and requirements and as stated in this Agreement.

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- b. The Vendor's representative shall liaise with UPLC's/DME representative for the proper coordination and timely completion of the supply and on any other matters pertaining to the scope of work.
- c. The Vendor shall monitor usage and progress of all the activities specified in the Agreement through appropriate web based software and submit progress report about various aspect of the work to UPLC or its specified stakeholders (if required).
- d. Knowledge of Infrastructure & geographical sites:
 - i. The Vendor shall be deemed to have understood the requirements and have satisfied himself contained in the Bidding documents, the quantities and nature of the works and materials necessary for the completion of the works, etc. and in-general to have obtained himself all necessary information of all risks, contingencies and circumstances affecting his obligations and responsibilities therewith under the Agreement and his ability to perform it. However, if during the process of commissioning and maintenance, as required by UPLC, Vendor detects any obstructions affecting the work, the Vendor shall take all measures to overcome them.
 - ii. Vendor shall be deemed to have satisfied himself as to the correctness and sufficiency of the Agreement Price for the supply of goods and warranty services. The consideration provided in the Agreement for the Vendor undertaking the supply of goods and warranty services shall cover all the Vendor's obligation and all matters and things necessary for proper execution and maintenance of the supply of goods and warranty services in accordance with the Agreement and for complying with any instructions which UPLC's / DME's representative may issue in accordance with or in connection therewith and of any proper and reasonable measures which the Vendor takes in the absence of specific instructions from UPLC's representative.

6.9. Statutory Requirements

- a. During the tenure of this Agreement nothing shall be done by the Vendor in contravention of any law, act and/or rules / regulations, there under or any amendment thereof governing inter-alia customs, stowaways, foreign exchange etc. and shall keep UPLC indemnified in this regard.

6.10. Right of Monitoring and Inspection

- a. UPLC reserves the right to inspect and monitor / assess the progress of the work related to commissioning, maintenance at any time during the course of the Agreement, after providing due notice to the Vendor. UPLC may demand and upon such demand being made UPLC shall be provided with any document, data, material or any other information which it may require to enable it to assess the progress of the Project.
- b. UPLC shall also have the right to conduct, either itself or through another Third Party as it may deem fit, an audit to monitor the performance by the Third Party of its obligations / functions in accordance with the standards committed to or required by UPLC and the Vendor undertakes to cooperate with and provide to UPLC / any other Vendor appointed by UPLC, all documents and other details as may be required by them for this purpose. Any deviations or contravention identified as a result of such assessment would need to be rectified by the Vendor failing which UPLC may without prejudice to any other rights that it may have issue a notice of default.
- c. Vendor shall have to give an access of Helpdesk Console and / or reporting tools (Availability and Performance) to UPLC during the entire Agreement period as and when required.

This will be required for the purpose of service level and other operational requirements related to payment and Project obligations.

6.11. UPLC's Obligations

a. Assistance and Exemptions

UPLC shall use its best efforts to ensure that the UPLC shall:

- i. Coordinate with officials, agents and representatives of the Government to the extent as may be necessary or appropriate for the prompt and effective implementation of the Project.
- ii. Provide to the Vendor and Personnel any such other assistance as may be specified in the Agreement.

b. Changes in the Applicable Law Related to Taxes and Duties

If, after the date of this Agreement, there is any change in the Applicable Laws of India with respect to taxes and duties, whether direct or indirect, which are directly payable by the Vendor, which increases or decreases the cost incurred by the Vendor in supplying the goods and performing the warranty Services, then the same shall be to the account of the Vendor.

6.12. Risk Management

Vendor shall at his own expense adopt suitable Risk Management Methodology to mitigate all risks assumed by the Vendor under this Agreement. Vendor shall underwrite all the risk related to its personnel deputed under this Agreement as well as all hardware components, tools and any other belongings of the Vendor or their personnel during the entire period of their engagement in connection with this Agreement and take all essential steps to reduce and mitigate the risk. UPLC or DME will have no liability on this account.

6.13. Indemnity

a. The Vendor shall indemnify UPLC and DME from and against any costs, loss, damages, expense, claims including those from third parties or liabilities of any kind howsoever suffered, arising or incurred inter alia during and after the Agreement period out of:

- i. Any negligence or wrongful act or omission by the Vendor or the Vendor's Team in connection with or incidental to this Agreement; or
- ii. A breach of any of the terms of Vendor's Bid as agreed, the RFP and this Agreement by the Vendor or the Vendor's Team.

b. The indemnity shall be to the extent of 100% in favour of UPLC / DME.

6.14. Prices

- Prices quoted must be firm and shall not be subject to any upward revision on any account whatsoever throughout the period of Agreement for the scope of the Agreement.
- The Quoted Price of the By Bidder Must be Valid for the 1 Year from the date of opening the Bid.

6.15. Suspension of Work

a. The Vendor shall, if ordered in writing by UPLC's representative, temporarily suspend the works or any part thereof for such a period and such a time as ordered. The Vendor shall not be entitled to claim compensation for any loss or damage sustained by him by reason of temporary suspension of the Works as aforesaid. An extension of time for completion corresponding with the delay caused by any such suspension of the works as aforesaid shall be granted to the Vendor, if request for same is made and that the suspension was not consequent to any default or failure on the part of the Vendor. In case the suspension of works is not consequent to any default or failure on the part of the Vendor and lasts for a period of more than 2 months, the Vendor shall have the option to request UPLC to terminate the Agreement with mutual consent.

b. In the event that UPLC suspends the progress of work for any reason not attributable to the Vendor for a period in excess of 30 days in aggregate, rendering the Vendor to extend his performance guarantee then UPLC shall bear only the cost of extension of such bank guarantee for such extended period restricted to the normal bank rates as applicable in the banking procedures subject to the Vendor producing the requisite evidence from the bank concerned.

6.16. Payment Schedule

Payments will be released by UPLC only on satisfactory acceptance of the deliverables for each or as per instruction given by DME in case of mobilization advance.

Task as per the following schedule:

S.No	Payment Schedule	Fee Payable	Documents
1-	Back to Back	100% of the Order value	Payable against the following: 1. Original Invoice 2. Quality Certificate from the respective OEM 3. Pre Dispatch Inspection Report. 5. Delivery Challan acknowledged by respective DME official as per Annexure-4 6. Installation Certificate acknowledged by respective DME official

6.17. Invoice & Payment

a. Vendor shall be eligible to receive payment due in accordance with the Terms of Payments Schedule. Subject to the specific terms of each Service Level Agreement, the Vendor submit its invoices in accordance with the following principles:

- i. UPLC shall be invoiced by the Vendor for the supply of Goods and Warranty Services as per the terms of payment as stated in the Payment Schedule as per the section 6.16.
- ii. The invoice shall be submitted along with the necessary documents, failing which the UPLC reserves the right to reject the invoices.
- iii. UPLC shall be entitled to delay or withhold payment of any invoice or part of it delivered by the Vendor under this Schedule where UPLC disputes such invoice. The withheld amount shall be limited to that which is in dispute. Any exercise by UPLC under this Section shall not entitle the Vendor to delay or withhold provision of the supply of Goods and Warranty Services.

- b. Payment for invoices shall be made within 15 working days of the receipt of Invoice by UPLC upon completion of the said activities as mentioned in the Agreement.

6.18. Events of Default by the Vendor

The failure on the part of the Vendor to perform any of its obligations or comply with any of the terms of this Agreement shall constitute an event of default on the part of the Vendor. The events of default as mentioned above may include but not limited to inter alia the following also:

- a. The Vendor has failed to perform any instructions or directives issued by UPLC which it deems proper and necessary to execute the scope of work under the Agreement or
- b. The Vendor has failed to adhere to timelines, specifications, requirements, SLAs, Warranty or any other criteria as defined by UPLC.
- c. The Vendor has failed to remedy a failure to perform its obligations in accordance with the specifications issued by UPLC despite being served with a default notice which laid down the specific deviance on the part of the Vendor to comply with any stipulations or standards as laid down by UPLC or
- d. The Vendor has failed to conform with any of the Specifications / standards as set out in the scope of work of this RFP or has failed to adhere to any amended direction, modification or clarification as issued by UPLC during the term of this Agreement and which UPLC deems proper and necessary for the execution of the scope of work under this Agreement.
- e. The Vendor has failed to demonstrate or sustain any representation or warranty made by it in this Agreement with respect to any of the terms of its Bid or the RFP and this Agreement.
- f. There is a proceeding for bankruptcy, insolvency, winding up or there is an appointment of receiver, liquidator, assignee, or similar official against or in relation to the Vendor.
- g. The Vendor / Vendor's Team has failed to comply with or is in breach or contravention of any applicable laws.
- h. Where there has been an occurrence of such defaults inter alia as stated above, UPLC shall issue a notice of default to the Vendor, setting out specific defaults / deviances / omissions and providing a notice of Thirty (30) days to enable such defaulting party to remedy the default committed.
- i. Where despite the issuance of a default notice to the Vendor by UPLC, the Vendor fails to remedy the default to the satisfaction of the UPLC / DME, UPLC may, where it deems fit, issue to the defaulting party another default notice or proceed to adopt such remedies as may be available to UPLC / DME.

6.19. Consequences in Event of Default

- a. Where an Event of Default subsists or remains uncured beyond permissible or reasonable time, UPLC shall be entitled to the following: for cases where permissible time is not indicated in the Agreement, UPLC will decide, at its discretion, the quantum of reasonable time to cure the default.
- i. Impose any such obligations and conditions and issue any clarifications as may be necessary to inter alia ensure smooth continuation of supply of goods and warranty Services and the

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Project which the Vendor shall be obliged to comply with which may include unilateral re-determination of the consideration payable to the Vendor hereunder. The Vendor shall in addition take all available steps to minimize loss resulting from such event of default.

- b. UPLC may by a written notice of suspension to the Vendor, suspend all payments to the Vendor under the Agreement provided that such notice of suspension:
 - i. Shall specify the nature of the failure and
 - ii. Shall request the Vendor to remedy such failure within a specified period from the date of receipt of such notice of suspension from UPLC to the Vendor.
- c. Where UPLC deems necessary it shall have the right to require replacement of any of the Vendor's warranty service providers with another suitable member. The Vendor shall in such case terminate forthwith all their Agreements/Contracts other arrangements with such member and find of the suitable replacement for such outgoing member with another member to the satisfaction of UPLC / DME who shall execute such Agreements/Contracts with UPLC as UPLC may require. Failure on the part of the Vendor to find a suitable replacement and/or terminate all Agreements/Contracts with such member shall amount to a breach of the terms hereof and UPLC in addition to all other rights, may procure similar warranty services from other provider at the cost of Vendor and UPLC shall also have the right to claim damages and recover from the Vendor all losses/or other damages that may have resulted from such failure.
- d. UPLC reserves the right to terminate the Agreement with 30 days' notice.

6.20. Termination of the Agreement by Vendor

- a. UPLC / DME retain such amounts from the payment due and payable by UPLC to the Vendor of overall Agreement value for 03 years as may be required to offset any losses caused to UPLC / DME as a result of such event of default and the Vendor shall compensate UPLC for any such loss, damages or other costs, incurred by UPLC / DME in this regard.
- b. Invoke the Performance Bank Guarantee and other Guarantees furnished hereunder, enforce the deed of indemnity, recover such other costs / losses and other amounts from the Vendor may have resulted from such default and pursue such other rights and/or remedies that may be available to UPLC under law.

6.21. Termination

- a. By UPLC:

UPLC may terminate this Agreement in case of the occurrence of any of the events specified in this Section 6.18. In such an occurrence "UPLC" shall give a not less than thirty (30) days written notice of termination to the Vendor, and sixty (60) days in case of the event referred to in (viii).
- i. If the Vendor fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Section 6.19 hereinabove, within thirty (30) days of receipt of such notice of suspension or within such further period as UPLC may have subsequently approved in writing.
- ii. If the Vendor becomes (or, if the Vendor consists of more than one entity, if any of its Members becomes and which has substantial bearing on providing Services under this Agreement) insolvent or goes into liquidation or receivership whether compulsory or

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voluntary. Conversely if UPLC / DME apprehend a similar event regarding the Vendor, it can exercise the right of termination in the manner stated hereinabove.

- iii. If the Vendor fails to comply with any final decision reached as a result of arbitration proceedings.
 - iv. If the Vendor, in the judgment of UPLC / DME, has engaged in corrupt or fraudulent practices in competing for or in executing this Agreement.
 - v. If the Vendor submits to UPLC / DME a false statement which has a material effect on the rights, obligations or interests of UPLC / DME.
 - vi. If the Vendor places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to UPLC / DME.
 - vii. If the Vendor fails to provide the quality goods and warranty services as envisaged under this Agreement. The Committee shall be constituted to monitor the progress of supply of goods and warranty Services. This Committee shall make judgment regarding the poor quality of goods and warranty Services, the reasons for which shall be recorded in writing. The Committee may decide to give 15 days' time to the Vendor to improve the quality of the goods and warranty Services and Vendor fails to improve the quality of goods and warranty Services.
 - viii. If, as the result of Force Majeure, the Vendor is unable to perform a material portion of the supply of goods and warranty Services for a period of not less than sixty (60) days.
 - ix. If UPLC, in its sole discretion and for any reason whatsoever, decides to terminate this Agreement.
- b. UPLC / DME reserves the right to terminate the Agreement in case Vendor gets blacklisted by any other Ministry / Department of Government of India or State Governments during the course of Computer Hardware equipment supply and implementation or if Vendor is convicted in a legal / tax evasion case or on account of any other legal misconduct of the Vendor.
 - c. On termination of this Agreement for any reason, the SLAs shall automatically terminate forthwith except those that are specified to operate on termination of Agreement and UPLC will decide the appropriate course of action.
 - d. The termination provisions set out in this Agreement shall also apply to the SLAs.

e. By the Vendor:

The Vendor may terminate this Agreement, by not less than Ninety (90) days' written notice to "UPLC", in case of the occurrence of any of the events specified in paragraphs (i) through (iv) of this Clause:

- i. If UPLC / DME fails to pay any money due to the Vendor pursuant to this Agreement and not subject to dispute pursuant to this Agreement hereof within forty-five (45) days after receiving written notice from the Vendor that such payment is overdue.

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- ii. If, as the result of Force Majeure, the Vendor is unable to perform a material portion of the supply of goods and warranty Services for a period of not less than sixty (60) days.
- iii. If UPLC / DME fails to comply with any final decision reached as a result of arbitration pursuant to this Agreement.
- iv. If UPLC / DME is in material breach of its obligations pursuant to this Agreement and has not remedied the same within forty-five (45) days (or such longer period as the Vendor may have subsequently approved in writing) following the receipt by UPLC / DME of the Vendor's notice specifying such breach.

f. Cessation of Rights & Obligations:

Upon termination of this Agreement hereof, or upon expiration of this Agreement hereof, all rights and obligations of the Parties hereunder shall cease, except:

- i. Such rights & obligations as may have accrued on the date of termination or expiration
- ii. The obligation of confidentiality set forth in the Agreement hereof,
- iii. The Vendor's obligation to permit inspection, copying and auditing of their accounts and records and any right which a Party may have under the Applicable Law

g. Cessation of Services:

Upon termination of this Agreement by notice of either Party to the other pursuant to the Agreement hereof, the Vendor shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the work to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. Services by the Vendor should continue at least for a period of 30 days unless UPLC waives such period.

h. Payment upon Termination:

Upon termination of this Agreement pursuant to Section 6.21 hereof, "UPLC / DME" shall make the following payments to the Vendor:

- i. If the Agreement is terminated pursuant to Section 6.21 (a) (viii, ix) or 6.21 (e), payment due pursuant to Payment Schedule hereof for supply goods & Warranty Services satisfactorily performed prior to the effective date of termination,
- ii. If the Agreement is terminated pursuant to Section 6.21 (a) (i) to (vii), the Vendor shall not be entitled to receive any payments upon termination of the Agreement. Under such circumstances, upon termination, UPLC / DME may also impose liquidated damages as per the provisions of this Agreement. The Vendor will be required to pay any such liquidated damages UPLC / DME within 30 days of termination date.

i. Disputes about Events of Termination:

If either Party disputes whether an event specified in paragraphs (i) through (vii) of Section 6.21 (a) or in Section 6.21 (e) hereof has occurred, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter to 6.33 hereof, and this Agreement

shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

6.22. Consequences of Termination

In the event that UPLC, or the Vendor, terminates this Agreement then depending on the event of default, compensation will be decided in accordance with the Payment Schedule as per section 6.16 including other aspects such as cost of selection of alternate Vendor, penalties, payments etc.

6.23. Penalty

In the event, the Vendor fails to meet the Project responsibilities including target performance metrics as stipulated in the SLAs or any damages caused by Vendor to UPLC / DME properties, personnel, data etc., the Vendor shall be liable for penalty stipulated in the SLAs in terms of the SLA contained the RFP and additional penalty towards the damages as mentioned above. UPLC without prejudice to his other rights and remedies, to deduct from the Price as payable in terms of this Agreement, or receive as payment, at the discretion of UPLC, the penalties that are imposed in terms of this Agreement. The Penalty shall not exceed 5% of the total contract value.

6.24. Approvals

The Vendor shall be responsible for obtaining approvals for any Statutory and Regulatory requirements (if any) from the authorities constituted by Government of Uttar Pradesh. Further, the Vendor shall be responsible to get required documentation completed for obtaining such approvals from time to time. The Vendor shall undertake to do all such acts and deeds as required to ensure that the approvals are obtained only with prior approval of department. UPLC shall extend all reasonable assistance to the Vendor in this regard.

6.25. Dispute Resolution

a. Amicable Settlement

Performance of the Agreement is governed by the terms and conditions of the Agreement. In case a dispute arises between the parties regarding any matter under the Agreement, either Party of the Agreement 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, Section 6.25 (b) shall become applicable

b. Arbitration

- i. In case of dispute or difference arising between the UPLC and a Service Provider relating to any matter arising out of or connected with the award of contract, such dispute or difference shall be referred to Sole Arbitrator, the Principal Secretary/Secretary, IT & Electronics Department, Govt of U.P. or its nominee, to decide the dispute both in case of foreign supply as well as Indian supply. The provision of Arbitration and Conciliation Act, 1996 shall apply.
- ii- Arbitration proceedings shall be held at Lucknow, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be in English or Hindi.

- iii- The decision of the Sole Arbitrator or its nominee shall be final and binding upon both parties. The cost and expenses of arbitration proceedings will be paid as determined by the Arbitrator. However the expenses incurred by each party in connection with the preparation, presentation etc. of its proceedings shall be borne by each party itself.
- iv- Notwithstanding any reference to arbitration herein.
- v- The parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and The UPLC shall pay the Service Provider any money due to the Service Provider.
- vi- All disputes shall be subject to the jurisdiction of the Courts at Lucknow only.

c. Adjudication by Regulator Authority or Commission

In the event of constitution of a statutory Regulatory authority or Commission appointed by DME with powers to adjudicate upon disputes between UPLC and the Vendor, all Disputes arising after such constitution shall instead of reference to arbitration under Section 6.25 (b), be adjudicated upon by such Regulatory Authority or Commission in accordance with the Applicable Law and all references to Dispute Resolution Procedure shall be construed accordingly. For the avoidance of doubt, the Parties hereto agree that the adjudication hereunder shall not be final and binding until an appeal against such adjudication has been decided by an appellate tribunal or High Court, as the case may be, or no such appeal has been preferred within the time specified in the Applicable Law.

d. Arbitration Decision

The decision of the Arbitrator shall be final and binding upon both parties.

e. Arbitration Expenses

The expenses of the arbitrator as determined by the arbitrator shall be shared equally by UPLC and the Vendor. However, the expenses incurred by each party in connection with the preparation, presentation shall be borne by the party itself. All arbitration awards shall state the reasons for the award.

f. The provisions of Dispute Resolution clause shall survive termination.

6.26. Limitation of the Bidder's Liability towards UPLC

- a. Except in case of gross negligence or willful misconduct on the part of the Vendor or on the part of any person or firm acting on behalf of the Vendor in carrying out the work, the Vendor, with respect to damage caused by the Vendor to UPLC's property, shall not be liable to UPLC:
 - i. for any indirect or consequential loss or damage;
 - ii. for any direct loss or damage that exceeds the total value of the Agreement or the proceeds the Vendor may be liable to receive from any insurance maintained by the Vendor to cover such a liability, whichever is higher

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- b. This limitation of liability shall not affect the Vendor's liability, if any, for damage to Third Parties caused by the Vendor or any person or firm acting on behalf of the Vendor in carrying out the Services.
- c. There shall be no limitation of liability in case of any damages for bodily injury (including death) and damage to real property and tangible personal property.
- d. Neither this Agreement nor the SLAs grant or create any rights, benefits, claims, obligations or causes of action in, to or on behalf of any person or entity (including any third party) other than between the respective Parties to this Agreement or the SLAs, as the case may be.
- e. Any claim or series of claims arising out or in connection with this Agreement or the SLA shall be time barred and invalid if legal proceedings are not commenced by the relevant Party against the other Party within a period of Six months from the date when the cause of action first arose or within such longer period as may be permitted by applicable law without the possibility of contractual waiver or limitation.
- f. UPLC shall be entitled to claim the remedy of specific performance under this Agreement or the SLAs.

6.27. Conflict of Interest

- a. The Bidder shall hold UPLC's interest paramount, without any consideration for future work and strictly avoid conflict with other assignment or their own corporate interest.
- b. The Bidder should not be engaged in any such business (excluding any work assigned to them by UPLC) which has conflict of interest with the Project for which the Bids are being submitted.
- c. Interest with one or more parties in this Bidding process. Participation by Bidder(s) with a conflict of interest situation would be examined by UPLC and appropriate decision would be taken which may also include disqualification of all Bids in which it is involved.

UPLC considers a conflict of interest to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations, and that such conflict of interest may contribute to or constitute a prohibited corrupt practice. A Vendor may be considered to be in a conflict of interest with one or more parties in this Bidding process if, including but not limited to:

- a. receive or have received any direct or indirect subsidy from any of them; or
- b. have common controlling shareholders; or
- c. have the same legal representative for purposes of this Bid; or
- d. have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the UPLC regarding this Bidding process; or UPLC policy requires that a firm participating in a procurement process shall not have a conflict of interest. Any firm found to have a conflict of interest shall be ineligible for award of a Contract.
- e. A firm shall be considered to have a conflict of interest in a procurement process if:

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- i. Such firm is providing consulting/monitoring services directly related to providing goods, works, or non-consulting services for the preparation or implementation of the Project to be Bid for. This provision does not apply to the various firms (consultants, contractors, or Vendors) which together are performing the Contractor's obligations under a turnkey or design and built Contract; or
 - ii. Such firm (including its personnel) has a close business or family relationship with a professional staff of UPLC or;
 - iii. Who are directly or indirectly involved in the preparation of the Bidding documents or specifications of the Agreement, and/or the Bid evaluation process of the Agreement.
- f. The Bidder participates in more than one Bid in this Bidding process. Participation by Bidder in more than one Bid will result in the disqualification of all Bids in which it is involved. However, this does not limit the inclusion of the same product (commercially available hardware, software or network product manufactured or produced by the firm), as well as purely incidental services such as installation, configuration, routine training and ongoing maintenance/support, in more than one Bid; or
- g. If the Bidder get associated as Consultant / Advisor / Third party independent evaluating agency with any of the agencies taking part in the Bid process.

6.28. Governing Language

The Agreement shall be written in English language. All correspondence and other documents pertaining to the Agreement that are exchanged by parties shall be written in English language only.

6.29. "No Claim" Certificate

The Vendor shall not be entitled to make any claim, whatsoever against UPLC under or by virtue of or arising out of this Agreement, nor shall UPLC entertain or consider any such claim, if made by the Vendor after he shall have signed a "No claim" Certificate in favour of UPLC in such forms as shall be required by UPLC after the works are finally accepted.

6.30. Publicity

The Vendor shall not make or permit to be made a public announcement or media release about any aspect of this Agreement unless UPLC first gives the Vendor its written consent.

6.31. Force Majeure

a. Definition

- i. For the purposes of this Agreement, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and not brought about by or at the instance of the Party claiming to be affected by such events and which has caused the non-performance or delay in performance, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial

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action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.

- ii. Force Majeure shall not include (1) any event which is caused by the negligence or intentional action of a Party or such Party's Sub-Contractors or agents or employees, nor (2) any event which a diligent Party could reasonably have been expected both to take into account at the time of the conclusion of this Agreement, and avoid or overcome in the carrying out of its obligations hereunder.
- iii. Subject to Section 6.31 (b), Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder

b. **No Breach of Agreement:** The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, this Agreement insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Agreement.

c. Measures to be taken

- i. A Party affected by an event of Force Majeure shall continue to perform its obligations under the Agreement as far as it is reasonably practical, and shall take all the reasonable measures to minimize the consequences of any event of Force Majeure
- ii. A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than two (2) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible
- iii. Any period within which a Party shall, pursuant to this Agreement, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure
- iv. During the period of an event of Force Majeure, the Vendor, upon instructions by UPLC, shall continue with the supply of goods and warranty Services to the extent possible, in which case the Vendor shall continue to be paid under the terms of this Agreement.
- v. In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Section 6.25.

In the event the Force Majeure substantially prevents, hinders or delays the Vendor's performance of supply of goods and warranty Services necessary for a period in excess of 15 days, UPLC may declare that an emergency exists. UPLC will issue a notice to the Vendor to resume normal supply of goods and warranty services at all affected sites and for all operations within a period of seven days. In the event that the Vendor is not able to resume supply of goods and warranty services within the next 7 days, UPLC may terminate the Agreement and/or obtain substitute performance from an alternate Vendor and costs incurred by UPLC in obtaining such supply of goods and warranty services from alternate Vendor shall be recovered by UPLC from Vendor. However, the event of force Majeure is to be reviewed under two categories i.e. prior to commencement of operations and post commencement of operations respectively."

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1. Prior to commencement of operations: If the event of Force Majeure occurs prior to commencement of operations and continues for a period in excess of ten days, then UPLC will grant a period of 7 days to the Vendor to resume normal activities under this Agreement. In case the default continues, then UPLC may discuss the issue with the Vendor and revise the existing timelines for the Project. If the Vendor does not complete the Project Implementation in accordance with the revised timelines, UPLC will have the option to invoke the Performance Guarantee and/or terminate this Agreement.
 2. Post commencement of operations: If the event of Force Majeure occurs post commencement of operations and continues for a period in excess of five days, then UPLC will grant a period of 7 days to the Vendor to resume normal supply of goods and warranty services under this Agreement. In case the default continues, UPLC may grant an extension of time to the Vendor for rectifying the situation. However, UPLC will deduct for each day of the extension period a percentage proportionate to the number of days and the affected areas/s from the next payable amount as per Payment Schedule. If there is any further delay despite the extended period, UPLC will have the option to invoke the Performance Guarantee and/or terminate the Agreement.
- d. All payments pursuant to termination due to Force Majeure event shall be in accordance with the Terms of Payment Schedule.
- e. Notwithstanding the terms of this Section, the failure on the part of the Vendor under the Agreement any SLA to implement any disaster contingency planning and back-up and other data safeguards in accordance with the terms of the SLA against natural disaster, fire, sabotage or other similar occurrence shall not be an event of force Majeure.

6.32. General

6.32.1. Relationship between the Parties

Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between "UPLC" and the Vendor. The Vendor, subject to this Agreement, has complete charge of Personnel performing the supply of goods and warranty Services and shall be fully responsible for the supply of goods and warranty Services performed by them or on their behalf hereunder.

6.32.2. No Assignment

The Vendor shall not transfer any interest, right, benefit or obligation under this Agreement without the prior written consent of UPLC.

6.32.3. Sub-Contracting

The Bidder shall not assign to others, in whole or in part, their obligation to perform under the Agreement, except with UPLC's prior written consent.

The Bidder shall notify and obtain concurrence from UPLC in writing of all subcontracts awarded under the Agreement. Such notification, in the original quotation or later, shall not relieve the Bidder from any liability or obligation under the Agreement.

6.32.4. Survival

The provisions of the clauses of this Agreement in relation to documents, data, processes, property, Intellectual Property Rights, indemnity, publicity and confidentiality and ownership survive the expiry or termination of this Agreement and in relation to confidentiality, the obligations continue to apply unless UPLC notifies the Vendor of its release from those obligations.

6.32.5. Governing Law

This Agreement, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Laws in India.

6.32.6. Jurisdiction of Courts

The courts of India at Lucknow will have exclusive jurisdiction to determine any proceeding in relation to this Agreement.

6.32.7. Compliance with Laws

Each Party to this Agreement and the SLAs accept that its individual conduct shall (to the extent applicable to it) at all times comply with all applicable laws, rules and regulations. For the avoidance of doubt the obligations of the Parties to this Agreement and the SLA are subject to their respective compliance with all applicable laws and regulations.

6.32.8. Notices

- a. Any notice or other document, which may be given by either Party under this Agreement or under the SLAs, shall be given in writing in person or by Registered Post or by facsimile transmission.
- b. In relation to a notice given under this Agreement or the SLAs, any such notice or other document shall be addressed to the other Party's principal or registered office address as set out in the RFP.
- c. Either Party to this Agreement or to the SLA may change its address, telephone number, facsimile number and nominated contact for notification purposes by giving the other reasonable prior written notice of the new information and its effective date.

6.32.9. Modification

Any modification of this Agreement shall be in writing and signed by an authorized representative of each Party.

6.32.10. Application

These General Conditions shall apply to the extent that provisions in other parts of the Agreement do not supersede them.

6.32.11. Performance and Spares

- a. The Vendor shall specify in the Proposal the complete list of spares that will be maintained for meeting the various SLA parameters specified in the RFP.

b. The Vendor shall stand guarantee for the supply of spares of all the equipment under the scope of supply for a minimum period of Warranty from date of sign-off of and also guarantee that discontinuity of production of any item offered as a part of the system shall not affect the maintainability of the system for a period of 3 years from date of Final Acceptance Sign-off as per section 3.13.

6.32.12. Warranty

a. The successful Vendor shall provide a comprehensive onsite warranty for the duration mentioned in RFP, commencing from the date of Final Acceptance Sign-off as per section 3.13

b. Vendor shall also provide complete warranty Services and maintenance support for all the Computer Hardware equipment as outlined in this RFP for a period as mentioned in RFP from the date as above.

c. During the warranty period, the Vendor shall warrant that the Computer Hardware equipment supplied under the Agreement are new, unused, of the most recent version/models and incorporate all recent improvements in design and materials unless provided otherwise in the Agreement. The Vendor further warrants that the goods supplied under this Agreement shall have no defects arising from design, materials or workmanship.

d. The successful Vendor hereby warrants UPLC that:

i. The goods and warranty services supplied represents a complete, integrated solution meeting all the requirements as outlined in the RFP and further amendments if any, and provides the functionality and performance, as per the terms and conditions specified in the Agreement.

ii. The proposed Hardware equipment Model will achieve parameters delineated in the technical specification/requirement and shall be appropriately integrated to meet proposed requirements.

iii. The vendor will be responsible for warranty services from subcontracted third party producers or licensors of products included in the systems.

iv. The vendor undertakes to ensure the maintenance of the acceptance criterion/standards in respect of the systems during the warranty period.

6.33. Compliance with Laws and Regulations

Each Party to this Agreement and the SLAs accept that its individual conduct shall (to the extent applicable to it) at all times comply with all applicable laws, rules and regulations. For the avoidance of doubt the obligations of the Parties to this Agreement and the SLA are subject to their respective compliance with all applicable laws and regulations.

6.34. Ethics

Vendor represents, warrants and covenants that it has given no commitments, payments, gifts, kickbacks, lavish or expensive entertainment, or other things of value to any employee or agent of UPLC, or the officials of Department of Medical Education, DME or Govt. nominated agencies in connection with this Agreement and acknowledges that the giving of any such payment, gifts,

SELECTION OF VENDOR(S) FOR SUPPLY AND DISTRIBUTION OF HARDWARE EQUIPMENTS

entertainment, or other things of value is strictly in violation of UPLC's standard policies and may result in cancellation of this Agreement.

SECTION VII :
Format for Response to RFP:
Qualification Bid

Section VII – Format for Response to RFP: Qualification Bid

7.1. Format 1 – Qualification Bid Letter

[Date]

To,
U.P. Electronics Corporation Limited
10 - Ashok Marg, Lucknow - 226001
Tel: 0522-4130303, 2286808, 2286809, +91-9235567201
Fax: 0522-2288583 E-mail: md@uplc.in, uplclko@gmail.com
Website: www.uplc.in

Ref: Request for Proposal (RFP): Qualification Bid for 'Selection of Vendor(s) for SUPPLY AND DISTRIBUTION OF HARDWARE EQUIPMENTS FOR DEPARTMENT OF MEDICAL EDUCATION

Reference: RFP No: <RFP REFERENCE NUMBER> Dated <DD/MM/YYYY>

We, the undersigned Bidders, having read and examined in detail the entire RFP do hereby propose to supply the Computer Hardware equipment inclusive of comprehensive onsite warranty as specified in the RFP number <RFP REFERENCE NUMBER> Dated <DD/MM/YYYY> along with the following:

a. BID DOCUMENT FEES

We have enclosed a Demand Draft / Banker's Cheque for the sum of INR 5,000/- (Rupees Five Thousand only) as RFP Document fee

b. EARNEST MONEY DEPOSIT (EMD)

We have enclosed an EMD in the form of a Bank Guarantee for the sum of INR 10,00,000/- (Rupees Ten Lakh only).

c. PERFORMANCE GUARANTEE

We hereby declare that in case the work is awarded to us, we shall submit the Performance Guarantee in the form prescribed in Annexure - 2 and as per Section V.

d. CERTIFICATE OF AUTHORITY

We have enclosed Power of Attorney authorizing the signatory to sign the Bid on behalf of the Bidder.

We hereby declare that our Bid is made in good faith, without collusion or fraud and the information contained in the bid is true and correct to the best of our knowledge and belief. We understand that our bid is binding on us and that you are not bound to accept a bid you receive.

Thanking you,

Yours faithfully,

(Signature of the Bidder)

Printed Name

Designation

Seal

Date:

Business Address:

7.2. Format 2 – General Information about the Bidder

Details of the Bidder (Company)

Name of the Bidder

Address of the Bidder

Status of the Company (Public Ltd/Pvt. Ltd)

Details of Incorporation of the Company

Date:

Ref. #

Details of Commencement of Business

Date:

Ref. #

Valid Sales tax registration no.

Valid Service tax registration no.

Permanent Account Number (PAN)

Name & Designation of the contact person to whom all references shall be made regarding this RFP

Telephone No. (with STD Code)

E-Mail of the contact person:

Fax No. (with STD Code)

Website

Financial Details (as per audited Balance Sheets) (in Crores)

Year

2019-20

2020-2021

2021-2022

Net Worth

Turn Over

PAT

Net Cash Accruals

Net Manufacturing/

Assembly Capacity

7.3. Format 3 – Qualification Check List

S. No.	Clause	Documents Required	Attached (Yes/No)	Page No
	The bidder should be a company registered under the Companies Act, 1956 / Firm registered under the Indian Partnership Act, 1932 or under the Limited Liability Partnership Act or Proprietorship Firm.	Certificate of Incorporation/Registration.		
	The Bidder should have been in commercial operations for a period of at least 5 financial years in India. The Consortium shall not be entertained.	Memorandum of Association/Partnership deed in case of Partnership firm / Proof of Registration, in case of LLP firm or Proprietorship Firm.		
	Bidder / their OEM is a member of MAIT/MAF / Declaration of Distributer Code on bidder's letter head	Copy of certificate		
	The Authorized Signatory signing the Bid should be duly authorized by the Board of Directors of the Bidding Company to sign the Bid on their behalf.	Power of Attorney (POA)		
	The Bidder should be an established Original Equipment Manufacturer (OEM) in India or their authorized partner for Computer Desktops / Laptops	In Case, Bidder is OEM then certificate from Company Secretary establishing that Bidder is OEM. In, Case Bidder is authorized partner then Bidder should submit the Authorization from OEM of Computer Desktop / Laptop / other required equipments.		
	The Bidder should have an average annual turnover of at least INR 2 Crores during the last three financial years	<ul style="list-style-type: none"> Audited Profit and Loss Statement and Balance sheets. Statutory Auditor Certificate or Certificate from the Company Secretary of the Bidder clearly specifying the turnover for the specified years. In case of Foreign Manufacturer, official documentation establishing the 		

SELECTION OF VENDOR(S) FOR SUPPLY AND DISTRIBUTION OF HARDWARE EQUIPMENTS

	turnover from Department of Tax or other Statutory Authority from the country of incorporation.
Bidder should have positive net profit in last	Audited Balance sheet or Statutory Auditor Certificate or Certificate from the Company
Financial years during the past three	Secretary of the Bidder or Certificate from the Chartered Accountant for last Financial
Financial years	Years
The Bidder should have sold / Supplied of minimum 50 (Fifty) Computer Desktops /Laptop/ Scanners in India during the last	Certificate from the Company Secretary / Chartered Accountant of the Bidder clearly specifying year wise sales of Number of quantity of Desktops / Laptops / Scanner Clients in India.
three financial years	Work Orders along with the completion Certificate/ satisfactory client Certificate Confirming year and Area of activity.
The Bidder should have successfully provided onsite warranty/AMC services with minimum average of 100 Computer Desktops / Laptops in the last five years.	Work order / Relevant Document establishing the sales Certificate of Completion by the Client OR Self-Certificate by the Company Secretary /Chartered Accountant mentioning the Work Order No., Work Order Date & Total Value of the Work Order
As on date of submission of the proposal, the Bidder is neither blacklisted by Central Government / State Government or instrumentalities thereof nor any criminal case against the Bidder / Its Partners / Directors / Agents is pending before any court of Law.	Self Certificate from the Authorized Signatory to the effect that the Bidder is neither blacklisted by Central Government / State Government or instrumentalities thereof nor any criminal case against the Bidder / Its Partners / Directors / Agents is pending before any court of Law
The Bidder should certify that they have	Details from the authorized signatory of the OEM for

SELECTION OF VENDOR(S) FOR SUPPLY AND DISTRIBUTION OF HARDWARE EQUIPMENTS

onsite support mechanism in Uttar Pradesh, either directly through their support offices or through their authorized channel partners dealers / OEM/bidder in UP. (Minimum availability in 10-15 district)	availability of Onsite Support Mechanism in Uttar Pradesh as per 7 and Format-8 of Section-VII
The Bidder should possess ISO 9001:2015 Certification for the Production/ Manufacturing Process.	Copy of the valid ISO , Certificates issued from the accreditation organization to be Submitted as documentary proof.
The Bidder should be able to supply the Computer Desktops / Scanners and Accessories as per the delivery schedule mentioned in section 3.7 of this RFP Document	Undertaking from the authorized signatory of the quantity to be supplied.
The Bidder shall comply or exceed with all the Technical Specifications as specified in Section 3.3	Details to be provided as per Section 7.8

7.4. Format 4 – Bidder Undertaking for Support Mechanism

Please provide the undertaking as per the format given below, and as per Section II.

To,
The Managing Director
U.P. Electronics Corporation Limited
10 - Ashok Marg, Lucknow - 226001
Tel: 0522-4130303, 2286808, 2286809, +91-9235567201
Fax: 0522-2288583
E-mail: md@uplc.in, uplciko@gmail.com
Website: www.uplc.in

Ref No.: <<reference number of RFP>>

Dear Sir

WHEREAS we, <<name of the OEM>>, having our registered office at <<address of OEM>>, state that we are the official owner / producer of the <<OEM's model proposed for Computer Desktop>>. We, <<name of the OEM>>, having our registered office at <<address of OEM>>, state that we have support mechanism in each location of Uttar Pradesh, either directly through our support office or through our authorized channel partners for comprehensive onsite warranty for Computer Hardware equipment procured under this project.

We hereby confirm that we have onsite support mechanism in Uttar Pradesh to provide onsite warranty support as stated in this RFP

For <<OEM's Computer Desktop model proposed by the Bidder>>, we hereby take the full responsibility for:

- Providing complete onsite technical support for all aspects of Supply of Computer Hardware equipment and onsite comprehensive warranty for period mentioned in RFP and support during entire period of Project as stated in this RFP.

Sincerely Yours,

(Signature of the Bidder)

Name:

Designation:

Signed:

Duly authorized to sign for and on behalf of: <<name of the OEM>> Date:

7.5. Format 5 – Financial Information

7.5.1. Annual Turnover of the Bidder

Turnover of the Bidder (Amount INR Crores)				
Financial Year 2019-20	Financial Year 2020-21	Financial Year 2021-22	Indicate the page number where the details are provided	Conversion rate (if applicable)

7.5.2. Net Profit of the Bidder

Net Profit of the Bidder				
Financial Year 2019-20	Financial Year 2020-21	Financial Year 2021-22	Indicate the page number where the details are provided	Conversion rate (if applicable)

Documentary Proof Required:

- Audited Profit and Loss Statement for the last three financial years.
- Certificate from statutory auditor/Certificate from Company Secretary clearly mentioning the net Cash Accrual & Net profit as mentioned by the Bidder as mentioned in Section-II of the RFP

7.6. Format 6 – Format for Past Experience

The relevant documentary proofs for a citation need to be attached just below the details of the citations in this format.

Project Title:
(Attach separate sheet for each Project)

Country	
Address	
Name of Client	
Type of Client (Govt./PSU)	Order Value of the Project /Revenue Generated (in Crores)
	Revenue Generated (in Crores) year-wise (please state the year and the revenue generated)
	Current Conversion Rate(if applicable)
Duration of the Assignment	Duration (month/year):
Referrals (Client side):	Name
Provide one referral only	Designation
	Role in the Project:
	Contact Number
	Email Id
Brief Description of Project:	

Documentary Proof Required:

- Copy of Work order
- Certificate of successful operation by the client OR self-certificate attested by the client

7.7. Format 7 – Declaration Regarding Clean Track Record

[On Company Letter head]

[Date]

To,
The Managing Director
U.P. Electronics Corporation Limited
10 - Ashok Marg, Lucknow - 226001
Tel: 0522-4130303, 2286808, 2286809, +91-9235567201
Fax: 0522-2288583

Sir,

I have carefully gone through the Terms & Conditions contained in the RFP Document [No.] regarding 'Selection of Vendor(s) for SUPPLY AND DISTRIBUTION OF HARDWARE EQUIPMENTS FOR DEPARTMENT OF MEDICAL EDUCATION, UTTAR PRADESH'. I hereby declare that my Company has not been debarred / black listed by any Ministry / Central Government / State Government or instrumentalities thereof nor any criminal case against the Bidder / Its Partners / Directors / Agents is pending before any court of Law. I further certify that I am competent officer in my Company to make this declaration.

Yours faithfully,

(Signature of the Bidder)
Printed Name
Designation
Seal
Date:
Business Address:
Documentary Proof Required:

- Certificate from the Company Secretary to the Ministry/Department of Government of India or above.

7.8 Format 8 – Compliance with specifications of Sample Computer Hardware equipment

S.n.	Item Description	Quantity	Warranty	Make & Model	Compliance (Yes / No)
1	Desktop Computer Intel Core i5: Intel Core i5, 12th Gen Processor, Ram 8GB, Storage 512 GB SSD(M.2 NVME), Graphics - Integrated UHD Graphics, Keyboard & Mouse, Wi-Fi ® and Bluetooth, Ports : 1 Display port, 1 HDMI, 4 USB 2.0/3.0, 1 headphone / microphone combo, 3 PCIE Slot, Hardware TPM 2.0,1 audio-in, 1 audio-out, 1 RJ-45, Antivirus 3 Year Validity, Display 19.5, Windows 11, MS OFFICE H&S Certification: ROHS, Energy Star, CE	1 Nos	03		
2	Automatic Document Feeder Scanner Scanner Type: ADF (Automatic Document Feeder), Duplex, Scanning Speed: Simplex: 40 ppm or Higher, Image Sensor Type Colour x 2 (front x 1, back x 1), Output Resolution: 75 to 600 dpi (adjustable by 1 dpi increments),1,200 dpi, Output Format: Colour: 24-bit, Gray scale: 8-bit, Monochrome:1-bit, ADF Capacity: 80 sheets (A4 80 g/m ² or Letter 20 lb), Interface : Ethernet, USB 2.0 /USB 1.1, Supported Operating System: Windows® 10 or Higher, Server® 2019 Windows Server® 2016, Windows Server® 2012 R2, ,Windows Server® 2012, Windows Server® 2008 R2, Windows Server® 2008* ¹⁴ , mac OS, Linux (Ubuntu), Certification : Energy Star, BIS	1 Nos	01		
3	Line Interactive 1 KVA UPS Single Phase, Backup Time 30 Min on PC Load, Battery 2Nos (7AH) Inbuilt. Warranty: 3 Year Onsite :Certification : BIS, CE, ROHS	1 Nos	03		
4	Per Meter Installation LAN Network (termination and testing of CAT6 Input / Output consisting of End-to-End test report Consisting of cable length, near End Crosstalk, impedance & return Loss should be provided with UTP CAT6 I/O Box with Face Plate and accessories like clamps joints.) (Rate Per Meter)	1 Mtr	N/a		

7.9. Format 9 – Format for Experience in Annual Maintenance Services

Project Title:
(Attach separate sheet for each Project)

Country

Address

Name of Client

**Type of Client
(Govt./PSU)**

**Order Value of the
Project (in Indian
Rupees)**

**Duration of
the**

**Start Date
(month/year):**

Assignment

**End Date
(month/year):**

**Referrals (Client Name
side):**

Designation

Provide one referral Role in the Project:

only

Contact Number

Email Id

Brief Description of Project:

L1 Support

Helpdesk Support

Spares

Inventory

Patches

Updates/Upgrades

Others

SECTION VIII
Format for Response to RFP: Commercial Bid

Section VIII – Format for Response to RFP: Commercial Bid

8.1. Format 1 – Hardware equipment Cost

- a. Bidder should provide all prices as per the prescribed BOQ (excel sheet) provided with the RFP.
- b. All the prices (even for taxes) are to be entered in Indian Rupees only (% values are not allowed)
- c. UPLC reserves the right to ask the Bidder to submit proof of payment against any of the taxes, duties, levies indicated.
- d. UPLC shall take into account all taxes, duties & levies for the purpose of evaluation
- e. The Bidder needs to account for all Out of Pocket expenses due to Travel, boarding, lodging and other related items.
- f. The Unit Rate as mentioned in the following formats shall be used for the purpose of Quantity for respective items, if any. However, based on the market trends, UPLC retains the right to negotiate this rate for future requirements.
- g. The Bidder will ensure that the prices/cost & Qty for all the licenses (if any) discovered during the Bid process will be valid for the entire period of the Agreement and without any additional Operational and Maintenance charges for the same.
- i. Bidders are mandatory to quote all items in BOQ and L1 will be selected on Grand Total.

S.n.	Item Description	Quantity	Unit Price	GST@18%	Total
1	Computer Desktop	1 Nos.			
2	Automatic Document Feeder Scanner	1 Nos			
3	Line Interactive 1 KVA UPS	1 Nos			
4	Per Meter Installation LAN Network Work	1 Mtr			

Note:

- All unit rates indicated above are inclusive of transport, packing insurance charges and all other expenses up to the point of delivery, commissioning and comprehensive onsite warranty as detailed in the RFP.
- Bidder must have submitted the Make and model & data sheet of their quoted product.

Format 4 – Bidder Undertaking for Support Mechanism

Please provide the undertaking as per the format given below, and as per Section II.

[Date]

To,
The Managing Director
U.P. Electronics Corporation Limited
10 - Ashok Marg, Lucknow - 226001
Tel: 0522-4130303, 2286808, 2286809, +91-9235567201
Fax: 0522-2288583
E-mail: md@uplc.in, uplciko@gmail.com
Website: www.uplc.in

Ref: Request for Proposal (RFP): 'SUPPLY AND DISTRIBUTION OF HARDWARE EQUIPMENTS FOR DEPARTMENT OF MEDICAL EDUCATION, UTTAR PRADESH'

Dear Sir,

Having examined the RFP, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply Computer Hardware equipment inclusive of comprehensive onsite warranty services as required and outlined in the RFP for SUPPLY AND DISTRIBUTION OF HARDWARE EQUIPMENTS FOR DEPARTMENT OF MEDICAL EDUCATION, UTTAR PRADESH.

We attach hereto the qualification response as required by the RFP, which constitutes our proposal.

We undertake that, if our proposal is accepted, we shall adhere to the implementation plan (Supply of Computer Hardware equipment and warranty services for a period mentioned in RFP from the date of successful commissioning of Computer Hardware equipment) or such adjusted plan as may subsequently be mutually agreed between us and the UPLC or its appointed representatives.

If our proposal is accepted, we will obtain the Performance Guarantee in the format given in the RFP issued by a scheduled Bank in India, acceptable to the UPLC, for a sum equivalent to 10% of the total contract value for the due performance of the Agreement.

We agree for unconditional acceptance of all the terms and conditions set out in the RFP and also agree to abide by this RFP response for a period of six months from the date fixed for Bid opening and it shall remain binding upon us with full force and virtue, until within this period a formal Agreement is prepared and executed, this RFP response, together with your written acceptance thereof in your notification of award, shall constitute a binding Agreement between us and the UPLC.

We confirm that the information contained in this proposal or any part thereof, including its exhibits, schedules, and other documents and instruments delivered or to be delivered to the UPLC is true, accurate, and complete. This proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead the UPLC as to any material fact. We also agree that you reserve the right in absolute sense to reject our RFP response without assigning any reason whatsoever.

It is hereby confirmed that I/We are entitled to act on behalf of our Corporation/Company/ Firm/Organization and empowered to sign this document as well as such other documents, which may be required in this connection.

SELECTION OF VENDOR(S) FOR SUPPLY AND DISTRIBUTION OF HARDWARE EQUIPMENTS

Dated this Day of 2023

(Signature)

(In the capacity of)

Duly authorized to sign the RFP Response for and on behalf of:

(Name and Address of Company) Seal/Stamp of Bidder

Witness Signature:

Witness Name:

Witness Address:

CERTIFICATE AS TO AUTHORISED SIGNATORIES

I, certify that I am _____ of the _____ and
that _____ who signed the above Bid is authorized
to bind the corporation by authority of its governing body.

Date

(Seal here)

Annexure Bank Guarantee towards Performance Security

PERFORMANCE GUARANTEE

Ref No:
Bank Guarantee No:
Dated:

IN consideration of the Governor of Uttar Pradesh (hereinafter called "the Government") having agreed; to exempt _____ (hereinafter called "the said Contractor(s)") from the demand, under the terms and conditions of an Agreement, dated _____ made between _____ and _____ for _____ (hereinafter called "the said Agreement"), of security deposit for the due fulfillment by the said Contractor(s) of the terms and conditions contained in the said Agreement, on production of a bank Guarantee for Rs. _____ (Rupees _____

only) we, _____ (indicate name of the Bank) (hereinafter referred to as "the Bank") at the request _____/contractor(s)/, do hereby undertake to pay to the Government an amount not exceeding Rs. _____ against any loss or damage caused to or suffered or would be caused to or suffered by the Government by reason of any breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement.

2. We _____ (indicate name of the Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Government stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Government by reason of breach by the said contractor(s) of any of the terms or conditions contained in the said Agreement or by reason of the contractor(s) failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____

3. We undertake to pay to the Government any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) supplier(s) in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present being absolute and unequivocal.

The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the contractor(s) supplier(s) shall have no claim against us for making such payment.

4. We, _____ (indicate name of the Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken

SELECTION OF VENDOR(S) FOR SUPPLY AND DISTRIBUTION OF HARDWARE EQUIPMENTS

for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Government under or by virtue of the said agreement have been fully paid and its claims satisfied

Or

discharged or filed _____ office / Department _____ certifies that the terms and conditions of the said Agreement, have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the _____ we shall be discharged from all liability under this guarantee thereafter.

5. We, _____ (indicate name of the Bank) further agree with the Government that the Government shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Government against the said Contractor(s) and to for bear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said Contractor(s) or for any forbearance, act or commission on the part of the Government or any indulgence by the Government to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provisions, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s)/Supplier(s).

7. We, _____ (indicate name of the Bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Government in writing.

Dated the _____ day of _____
for _____
(Indicate the name of Bank).

Annexure – 5: Pro-forma of Bank Guarantee towards EMD / Bid Security

Reference No. _____ Date _____
Bank Guarantee No. _____

To,
The Managing Director
U.P. Electronics Corporation Limited
10, Ashok Marg, Lucknow - 226001
Tel: 0522-2286808, 2286809
Fax: 0522-2288583

Whereas _____ (here in after called "the Bidder") has submitted its Bid dated _____ (Date) in response to the e-Tender No: _____ for "Selection of Vendor(s) for SUPPLY AND DISTRIBUTION OF HARDWARE EQUIPMENTS FOR DEPARTMENT OF MEDICAL EDUCATION, UTTAR PRADESH" (here in

after called "the Bid") KNOW ALL MEN by these presents that We _____ having our registered office at _____ (hereinafter called the "Bank") are bound unto U.P. Electronics Corporation Limited, Lucknow (hereinafter called "UPLC") in the sum of

_____ for which payment well and truly to be made to the said UPLC itself, its successors and assignees by these presents.

The conditions of these obligations are:

1. If the Bidder withdraws its Bid during the period of Bid validity or
2. If the Bidder, having been notified of the acceptance of its Bid by UPLC during the period of Bid validity:
3. fails or refuses to execute the Agreement form if required; or
4. fails or refuses to furnish the performance security, in accordance with the Bid requirement ;

We undertake to pay UPLC up to the above amount upon receipt of its first written demand, without UPLC having to substantiate its demand, provided that in its demand UPLC will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to (Date) and any demand in respect thereof should reach the Bank not later than the above date.

Date _____
Place _____
Signature _____
Witness _____
Printed Name _____
(Bank's common seal)