



(Department of Basic Education, Uttar Pradesh)

Directorate of Basic Education, Vidhya Bhawan,

# REQUEST FOR PROPOSAL (RFP)

## Smart Class

### for Elementary Schools of

## Uttar Pradesh



**U.P. ELECTRONICS CORPORATION LIMITED**

[A U.P. Govt. Undertaking]

10, Ashok Marg, Lucknow – 226001

**Tender No: UPLCHW20-21-SMARTCLASS-20**

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

The issue of this Tender Documents does not imply that the TIA/Department is bound to select a Bidder or to appoint the Selected Bidder or Service Provider for the Project and the TIA/Department reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, uploading, expenses associated with any demonstrations or presentations which may be required by the TIA/Department or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the TIA/Department shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Selection process. TIA may, in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP document.

## **Acronyms and Glossary of Terms**

Acronyms / Abbreviations	Description
U.P.	Uttar Pradesh
EMD	Earnest Money Deposit
IT	Information Technology
LD	Liquidated Damages
LOI	Letter of Intent
OEM	Original Equipment Manufacturer
OS	Operating System
SLA	Service Level Agreement
UAT	User Acceptance Test
TIA	Tender Inviting Authority

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## 1. Notice Inviting E- Tender

UPLC invites proposals from reputed Service Providers of National and International repute, for “Smart Class” for Elementary Schools of Uttar Pradesh”, as detailed in the Scope of Work in this RFP for Director Basic Education, Department of Basic Education, Uttar Pradesh, Lucknow, **Dated 12-02-2021**

The RFP document can be downloaded from the e-procurement site <https://etender.up.nic.in> & UPLC websites <http://uplc.in>, Response to this Request for Proposal (RFP) shall be deemed to have been done after careful study and examination of this document with full understanding of its implications. This and subsequent sections provide general information about the Issuer, important dates for tender processing, addresses for communication and correspondence, and the overall eligibility, Technical evaluation criteria and related terms for the interested bidders.

The TIA reserve the right to cancel any or all the ebids or annul the bidding process without assigning any reason thereof

### **Issuer**

Managing Director,  
UP Electronics Corporation Ltd.,  
Navchetna Kendra, Ashok Marg,  
Sadullah Nagar, Narhi, Hazratganj,  
Lucknow, Uttar Pradesh 226001

## 2. Data Sheet

1.	Tender Number	<b>UPLCHW20-21-SMARTCLASS-20</b>
2.	Method of Selection	The method of selection is “Least Cost” basis. The Work Order will be awarded to the bidder / consortium quoting the lowest “Total cost” post technical qualification. Prices inclusive of any applicable taxes, levies, etc. will be considered while arriving at L1 Cost.
3.	Date of Publication of Tender Document	<b>12-February-2021 at 10:00 Hours</b>
4.	Availability of Tender Document	The Tender document may be downloaded from <a href="https://etender.up.nic.in">https://etender.up.nic.in</a> , <a href="http://uplc.in">http://uplc.in</a>
5.	1.) Earnest Money Deposit (EMD) 2.) Tender Fees	<p><b>1.) Rs. 50,00,000/- (Rupees Fifty lakh only).</b> The Bank Guarantee Format and other terms for submitting the EMD is provided in <b>Annexure 2</b> of this Tender document. EMD to be submitted only in the form of DD/Bank Guarantee of a Nationalized/Scheduled Bank, in favor of “<b>UP Electronics Corporation Limited</b>” payable at Lucknow.</p> <p>2.) Tender fees: Rs.1000/- (One Thousand only) +18% GST. Tender fees has to be submitted through Demand Draft only in favor of “UP Electronics Corporation Limited” payable at Lucknow.</p> <p><b>Note: EMD/Tender Fees has to be submitted before bid submission end date and the copy of the same has to be uploaded along with the tender</b></p>

6.	Last date and Time of submission of Pre-Bid Queries	26-February-2021 upto 17:00 Hours Queries must be sent to: <b>Managing Director, UP Electronics Corporation Limited</b> , 10 Ashok Marg, Lucknow as per format provided at <b>Annexure 1</b> of this Tender document, , in both editable and PDF, via email at <a href="mailto:uplc.hw.proposal@gmail.com">uplc.hw.proposal@gmail.com</a>
7.	Pre-Bid Meeting	01-March-2021, 11:00 Hours, at Uttar Pradesh Education for All Project Board, Vidya Bhawan, Nishatganj. Lucknow, Uttar Pradesh
8.	Publication of Pre-Bid Query Response	06-March-2021
9.	Start Date for Submission of e-Bids	08-March-2021 at :09:00 Hours
10.	Last Date for Submission of e-Bids	19-March-2021 upto 17:00 Hours
11.	Date of Opening of Technical Bids	23-March-2021 at 17:00 Hours
12.	Date of Opening Commercial Bid	To be informed later

Note:

- For the procurement process, the bidders should follow the procedure described on e-Tendering website <https://etender.up.nic.in>. Further details about the e-Tendering procedure & its requirements, refer manual available on e-Tendering website.
- As per **IT& Electronics Anubhag-2 G.O Ref-236/78-2-2018-42IT/2017(27), dated 16-Apr-2018**, It is mandatory for the prospective bidder to register their digital signature on e-Procurement portal ([etender.up.nic.in](https://etender.up.nic.in).) through U.P. Electronics Corporation Limited for participating in the tender. If bidder is already registered their digital signature on e-Procurement portal with **UP Electronics Corporation Limited**, then bidder must upload copy of registration slip in the technical bid of the tender, otherwise, their bid would not be considered.

### 3. Introduction and Background

The Department of Basic Education, Government of Uttar Pradesh, has decided to introduce “Smart class” in select schools of Uttar Pradesh. This initiative is part of the ‘PRERNA Technology Framework’ which was enacted through a Government Order (GO) 783/68-5-2019, dated 2<sup>nd</sup> September 2019. Please refer to this GO for details on the overall PRERNA initiative and related work that has been envisaged by the Basic Education department in the state of Uttar Pradesh.

The details of the scope of work, are provided in subsequent sections of this Tender document, which aims to implement the strategic initiative of PRERNA Technology Framework, as defined in the above-mentioned GO.

The Department of Basic Education, U.P invites proposals through competitive bidding for supply, commissioning of smart class and related services, as per the Technical specification given in this Tender document. This RFP pertains to selection of agency for implementation of Smart Class in the Government Schools of Uttar Pradesh. This RFP aims at Setting up and commissioning of Smart class equipped with Learning Management System (LMS) which includes software application and digital teaching learning material aligned with UP SCERT syllabus for grades 6,7 and 8 covering all subjects, in the identified 949 schools of the state. The Hardware, operating system, software application, the digital teaching learning material and Services will be procured in a transparent manner through a competitive bidding process.

The Successful Bidder(s) shall work closely with the Department of Basic Education, Government of Uttar Pradesh, and shall be responsible for implementing the project to ensure success of the program.

#### 3.1. Key Initiatives by Government

Following are some of the key initiatives by Government of UP for improving quality education in government schools:

##### 3.1.1. Diksha Initiative

In Uttar Pradesh, there are teachers innovating tech-based solutions in their own classrooms, teachers connecting with each other to share information and resources via statewide WhatsApp groups and tech-savvy leaders building portals to enable the sharing of resources. DIKSHA refers to the technology medium through which teachers can initiate and share knowledge in the digital world.

DIKSHA has been developed as the national digital infrastructure for the benefit of teachers and learners across the country. It is a unique initiative which leverages existing highly scalable and flexible digital infrastructures, while keeping teachers at the center.

As a part of this initiative to make learning more interactive for students SCERT UP has come up with QR (Quick Response) Codes in textbooks of English and Hindi medium government-run

schools. A QR code is a machine-readable code resembling black and white squares with a unique alphanumeric code which can be scanned through the DIKSHA app on Android smartphones and used to open web links or other multimedia content. The app 'DIKSHA' has been developed under the supervision of MoHRD. Teachers can access digital content available on DIKSHA for teacher training content, creating lesson plans and preparing for their classes. Similarly, students can access content by scanning QR codes incorporated in their textbooks using the DIKSHA mobile app. They can use the digital content to understand a concept better, revise what was taught in the class or use practice aids. Parents can also follow classroom activities and clear the doubts of the students at home.

To access the content, one has to simply scan the QR code printed on the book using the DIKSHA app and user is taken to all the digital content developed on the topic. There is also an option to search for content by typing its name, like a search engine. Currently textbooks for English, Hindi, Mathematics, Science, Environmental Science, Geography, and History & Civics along with some other subjects have been printed with QR codes for Classes 1 to 8.

### **3.1.2. PRERNA Initiative**

The PRERNA initiative has been taken up to streamline the processes in Primary and Upper Primary schools. The PRERNA portal was launched on 4th September 2019. The services in the portal has been bundled in the following modules:

1. **Supportive Supervision:** The module has been created to support the teachers by monitoring the teaching methodology and providing feedback through the PRERNA app. The feedback received from across the state is analyzed and used to generate actionable insights for need based learning for teachers.
2. **Kayakalp Module:** This module is utilized to track the monthly status of infrastructure in primary and upper primary schools. Dashboards and MIS reports available in the module is used to inform the concerned stakeholders about the gaps and to ensure necessary actions to close the same.
3. **PRERNA Inspection Module:** This module has been developed to facilitate the process of inspection at various schools based on certain indicators. Provision for a minimum of five monthly inspection has been made. The dashboards in the module will facilitate the authorities at the school, block, district level to monitor and track the inspectors and the related activities.
4. **SMC Activity Module:** The SMC Module allows the teachers of the primary and upper primary schools to upload photos along with information related to various activities in their school premises such as SMC meetings, Sports events, mid-day meals, assembly, uniform distribution, book distribution and other social activities.

5. Mid-day Meal Module: The module is used to click/ upload pictures of students having mid-day meals along with the number of students served in a school per day. This information is used to better manage the allocation for future disbursement of funds.
6. Attendance Module: The module is used to track the attendance of teachers and students, wherein teachers are required to click a picture of themselves during the opening and closing time of the school. Pictures of students during assembly, mid-day meal may also be clicked/ uploaded to monitor the student attendance.

### 3.1.3. E - Pathshala

In order to contain the CoVID-19 outbreak, the country went under lockdown from 22<sup>nd</sup> March 2021. This has created a situation which can derail the educational journey of 1.80 Crore children in the state. However, the Department sought to turn this problem into an opportunity. E-Pathshala, a digital outreach initiative by the department was conceptualized with the objective of providing e-learning material to students of classes 1st to 8th during the time of lockdown. It includes :

- Omni-channel Engagement (Television, FM Radio, YouTube, Facebook, Twitter, Whatsapp, Telegram)
- Engagement for multiple stakeholders (Outreach for both students and Educators)
- For both in school and out-of-school children
- Knowledge centre: Resources under one window (Hosted on the Prerna Portal).

Three channels of communication were focused upon for reaching to parents and students - 1) Smartphone, 2) Television and 3) Radio. The progress under each channel is as follows-

#### 1) Smartphone-

- a) **Online WhatsApp Classes:** Each school has been mandated to create WhatsApp groups with parents and students of their school to ensure regular communication with them. Approximately 88% schools have created these groups with an average of 11 parents / students added to these groups. In terms of numbers, **approximately 1,40,000 WhatsApp groups** have been formed across the state, and a total of approx. **14,50,000 students** have been added to these groups.
- b) **Diksha App for students:** The department has partnered with Pratham, Khan Academy, and TicTacLearn to provide ~1500 high quality video content for students that is mapped to the chapters in their textbooks. This is in addition to the 3,000 videos already available on Diksha. Students can access these videos by scanning the QR codes in textbooks. The platform is seeing **~5,000 unique QR code** scans per day and **~80,000 unique content views** per day.

- 2) Television-
  - a) **4 hours slot on Doordarshan UP**, from 9:00 AM to 1:00 PM everyday.
  - b) High quality content from TicTacLearn, Sampark Foundation, Sesame Workshop is being telecasted everyday on Doordarshan.
- 3) Radio- The department has a **60 mins slot every day on Aakashwani**. High quality content from Pratham Foundation and Sesame Workshop is being broadcasted.

For professional development of teachers, the department is using 2 mechanisms - (1) WhatsApp groups, and (2) Diksha platform

1. **Teacher training courses on the Diksha Platform** - The platform has more than 70 courses and one course (focused on foundational learning and teaching pedagogy) is shared with the teachers every week. More than 3.5 lakh teachers have now registered on Diksha platform.
2. **WhatsApp groups** - All the teacher training content, along with the content that teachers can send to parents/students is regularly shared with HMs through 880 block level groups

#### 3.1.4. Google Bolo

The Basic Education department of Uttar Pradesh launched Mission Prerna, a program focused on foundational learning for primary classes. Mission Prerna was launched on 5th September 2019 by the Hon'ble Chief Minister with clearly defined foundational goals for classes 1st to 5th in Hindi and Maths. These outcomes have been determined by leading experts in the field and defined as the “Prerna Lakshya”.

The “Prerna Lakshya” for Hindi focuses on developing a particular reading fluency for all the students by 2022. To support the teachers and parents to achieve this target, the department has collaborated with Google to implement the Google Bolo mobile application in the state. The mobile application will have preloaded UP curriculum Hindi textbooks along with other textbooks that the students can practice to improve their reading fluency.

Every block will be given a code for the mobile application that will be used by all the teachers and parents in the block to make students practice on the application. This application will help the state achieve its target of achieving foundational literacy for all students by 2022

#### 3.1.5. SCERT & NCERT e-books

The Department has included SCERT e-books for digital learning of students and is planning for transition to NCERT e-books in coming years. DIKSHA team along with SCERT is preparing the content for digital learning. The new LMS is expected to include e-books for digital learning.

### **3.2. Structure of RFP**

The Tender document is structured into following main sections, which are elaborated in subsequent sections:

1. Instructions to Bidders – Section 4
2. Selection Criteria – Section 5
3. Scope of Work – Section 6
4. Project Timelines and Payment Terms – Section 7
5. Service Levels and Penalty Terms – Section 8
6. General Terms – Section 9
7. Annexures – Section 10

## **4. Instructions to Bidders**

### **4.1. Definitions / Terms**

#### **4.1.1. Eligible Bidders**

“Eligible Bidder” means bidder satisfying qualifying criteria. Bids may be submitted by individual Service Providers / Firms / Other Institutions or Consortium of firms with prior experience in areas of procurement, supply, support services and related services, fulfilling the eligibility and technical evaluation criteria as specified in this Tender document. Only one bid per Bidder / Consortium will be allowed, clearly stating the make, model and configuration of the device, approach and methodology of after sales support including adequate resources and technical support, as per stated scope of this project.

#### **4.1.2. Smart class**

“Smart class” means a classroom with an integrated setup of a computing device having peripheral connectivity, LMS which includes digital teaching learning material and software application, multimedia components, and interactivity technology in addition to a projector. All the hardware and software requirements of this project shall be as per the specifications and standards defined. Please refer to the detailed specifications and requirements provided in Annexure 13 of this Tender document.

#### **4.1.3. Other definition / terms**

Following terms shall be interpreted as indicated below:

1. “Department” means Department of Basic Education, Uttar Pradesh
2. “TIA” means Tender Inviting Authority, which is UPLC



3. "Vendor" means the successful bidder with whom the Department enters into contract against this tender
4. "Contract / Agreement" means an agreement entered into by the Department with the successful Bidder by signing a contract form in a given format by the parties, including all the attachments and appendices thereto, and all documents incorporated by reference therein
5. "The Contract Price" means the amount payable to the Vendor under the contract for the full and proper performance of its contractual obligations
6. "Services" means services to be provided as per the requirement mentioned in the Tender or the work to be performed by the bidder pursuant to this Tender and to the contract to be signed by the Vendor in pursuance of the work awarded by the Department
7. "Goods" or "Devices" or Instruments" or "Equipment" means all of the equipment, sub-systems, hardware, software, products accessories, software and/or other material / items which Vendor is required to supply, install and maintain under the contract
8. "Non-compliance" means failure/refusal to comply the terms and conditions of the Tender
9. "Non-responsive" means failure to furnish complete information in a given format and manner required as per the tender documents or non-submission of tender offer in given Forms / Pro-forma or not following procedure mentioned in this tender or any of required details or documents is missing or not clear or not submitted in the prescribed format or non-submission of tender fee or EMD as applicable
10. "e-Tendering System" means the Government of Uttar Pradesh electronic tendering system listed at <https://etender.up.nic.in>
11. "Working days" shall be construed as a reference to a day (other than a Sunday) on which the Government of Uttar Pradesh is generally open.
12. "OEM" means the Original Equipment Manufacturer of any equipment / system / software / product which are providing such goods to the Department under the scope of this Tender
13. "Applicable Laws" means any statute, law, ordinance, notification, rule, regulation, judgment, order, decree, bye-law, approval, directive, guideline, policy, requirement or other governmental restriction or any similar form of decision of, or determination by, or any interpretation or administration of the Department as may be in effect on the date of the execution of this Agreement and during the subsistence thereof, applicable to this RFP

14. Goods: means all of the equipment, sub-systems, hardware, software, products, accessories and / or other material / items mentioned in the Scope of Work which the Vendor is required to supply, install and maintain under the Agreement.
15. Date of Commissioning means the date of completion of hardware and software integration of smart class components.
16. Intended Users: Refers to end user nominated by the department of basic education of the government schools.
17. Go Live: Refers to successful supply and commissioning of the smartclass hardware and software and handover of related training, orientation to the intended users after which the after-sales support services will commence
18. A Non-Disclosure Agreement shall be signed by the Bidder and submitted as part of the Bid. NDA format is provided in Annexure 20 of this Tender Document.

#### **4.2. Consortium and Sub-Contracting**

A maximum of 1 Consortium partner shall be allowed for this project, apart from the lead bidder. Product or services OEMs may be engaged to fulfill the requirements of this Tender. However, no Subcontracting shall be allowed.

Following are the key aspects of scope that needs to be managed by the Bidder / Consortium members / OEM partners:

1. Procurement of smart class hardware and software – OEM
2. Configuration of smart class hardware and peripherals, installation & configuration of operating software, LMS including software application and digital teaching learning material, Packaging and Supply of hardware components, Data Plan from Telecom Service Provider, Database Management on Cloud, Device Management and other related ‘After Sales Services’ – Lead Bidder
3. Comprehensive Maintenance, repair, replacement and Facility Management service with required manpower deployment
4. Cloud Services – OEM (only Meity empaneled CSPs are allowed)
5. The Schools are devoid of internet connection and are not air conditioned nor acoustically designed. This will be taken into consideration by the bidder while designing and implementing the smart class systems. The electrical connections for smartclass will need to be provided by the bidder, the electricity Provisioning would be provided by the respective School Authority.

It would be prerogative of the Bidder to form Consortium, if required, (1 Lead Bidder and 1 Consortium Member) and engage OEMs, as defined above, to fulfill the obligations and

requirements of this Tender. However, the constitution of the Consortium and defined responsibilities of managing the scope must be as per above.

Consortium Members shall be jointly and severally liable for all obligations under this RFP and/or Agreement. Notwithstanding the foregoing, in case of a breach of any of the terms and conditions hereof, the Consortium Member shall be responsible and liable only for obligations related to goods and services to be supplied by the Consortium Member and the Lead Member shall be, in addition to its own obligation, responsible and liable for the obligations of the Consortium Members. The Lead Bidder shall ensure that at all times during the Term of this RFP and/or Agreement, Consortium Member and its Team complies with all the terms and conditions of this RFP and/or Agreement.

The bidder has no right to give, bargain, sell, assign or sublet or sub-contract or otherwise dispose of the Contract or any part thereof, as well as to give or to let a third party take benefit or advantage of the present Contract or any part thereof.

Please refer to **Section 6** of this Tender document for detailed Scope of work.

### **4.3. Compliant Tenders / Completeness of Response**

Bidders are advised to carefully study and examine all instructions, forms, terms, requirements, scope, service levels, and other information specified in the Tender document. If bidder has any doubts/clarification as to the meaning of any Condition / Term / Requirement, he shall, before the last date of submission of Pre-Bid queries, set forth and submit them to TIA in writing in order that such doubt may be removed or clarified as required.

Submission of the bid shall be deemed to have been done after careful study and examination of Tender document with full understanding of its implications. Failure to comply with the requirements of this paragraph may render the bid non-compliant and the bid may be rejected. Bidder should:

1. Include all documentation / supporting evidences specified in this Tender, as part of their proposal
2. Follow the format specified in this Tender while developing the proposal and respond to each element in the order as set out in the Tender
3. Comply with all requirements as set out within this Tender
4. Visit and examine the locations and its surroundings and obtain for themselves on their own cost and responsibility all information that may be necessary for preparing the bid response and later, if selected, for discharging the responsibilities as envisaged in this Tender
5. Access and investigate local conditions and other conditions prevailing and consider while submitting the bid response

#### 4.4. Bid Preparation Cost

The Bidder shall be responsible for all costs incurred in connection with participation in the Tendering 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 the TIA/department to facilitate the evaluation process, and in negotiating a definitive contract or all such activities related to the bid process.

The TIA will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

#### 4.5. Language

The Proposal with all accompanying documents and all communications in relation to or concerning the Bid Process shall be in English language and strictly as per the forms / formats provided in this Tender document. No supporting document or printed literature shall be submitted with the proposal unless specifically asked for, and in case any of these Documents is in another language, it must be accompanied by an accurate translation of the relevant passages in English, in which case, for all purposes of interpretation of the proposal, the translation in English shall prevail.

#### 4.6. Pre-Bid Queries

1. Bidders requiring any clarification on the Tender may send their queries to TIA in writing through email, on or before the date and time mentioned in Data Sheet of this Tender document. The subject shall clearly bear the following identification and must be sent to the email id specified in the Data Sheet of this Tender document.

“Pre-Bid Queries / Request for Additional Information on ‘Smart Class’ for Elementary Schools of Uttar Pradesh Tender”

2. The format for pre-bid queries is provided in Annexure 1 of this Tender document. The pre-bid queries must adhere to the format provided and must be sent in PDF as well as editable format to the specified email ID. Any means of communication, other than the specified format and email will not be entertained.
3. The TIA shall endeavor to respond to the queries within the period specified therein but not later than 7 (seven) days prior to the Bid Submission end date. The responses will be published on <https://etender.up.nic.in>, <http://uplc.in>,
4. The TIA reserves the right not to respond to any questions or provide any clarifications, in its sole discretion, and nothing in this Tender shall be construed as obliging department to respond to any question or to provide any clarification.

#### **4.7. Pre-Bid Meeting**

A pre-Bid meeting shall be organized on the date, time and venue as specified in Section 2 - Data Sheet of this Tender document. The Bidders are encouraged to share their views, provide suggestions and request necessary clarifications from the department, on any aspect of the Tender document. The department shall discuss the queries / suggestions received prior to the Pre-Bid meeting. The TIA shall formally respond to the pre-bid queries after the pre-bid meeting. No further clarifications shall be entertained after the due date and time of submission of queries.

#### **4.8. Responses to Pre-Bid Queries and Issuance of Corrigendum**

The TIA shall endeavor to provide timely response to all queries. However, TIA makes no representation of warranty as to completeness or accuracy of any response made in good faith. The TIA does not undertake to answer all the queries that have been posted by the Bidders.

Any modifications in the Tender, which may become necessary as a result of the Pre-Bid meeting, shall be made by the TIA exclusively through a corrigendum / addendum. Any such corrigendum / addendum shall be deemed to be incorporated in this Tender. However, in case of any such amendment, the bid submission date may be extended but at the sole discretion of the TIA.

Any corrigendum / addendum / notification issued by the TIA, subsequent to issue of this Tender, shall only be available / hosted on the website as mentioned in the data sheet. Any such corrigendum shall be deemed to be incorporated into this Tender.

#### **4.9. Earnest Money Deposit (EMD)**

Bidders shall submit, along with their proposals, Bid Security (EMD) as per the details mentioned in the data sheet. Bid security in any other form will not be entertained. The format for submitting EMD in form of Bank Guarantee is provided in Annexure 2 of this Tender document.

For Unsuccessful bidders: The bid security of all unsuccessful bidders would be refunded without interest.

For Successful bidders: The bid security, for the amount mentioned in this Tender document, of successful bidder would be returned without interest upon submission of Performance Bank Guarantee by the successful bidder, within 15 days of declaration of results or issuance of Work Order.

In case bid response is submitted without the EMD, the TIA reserves the right to reject the bid without providing opportunity for any further correspondence to the bidder concerned.

The EMD may be forfeited by the TIA:

1. If a successful bidder withdraws its bid during the period of bid validity.
2. If the Technically qualified Bidder amends its Bid

3. If the Technically qualified Bidder does not respond to requests for clarification of its Proposal.
4. If the Technically qualified Bidder fails to provide required information during the evaluation process or is found to be non-responsive.
5. If the successful(L1) bidder fails to submit the Performance Bank Guarantee within 15 days of declaration of results issuance of Work Order
6. In case of a successful (L1) bidder, if the bidder fails to sign the contract in accordance with this Tender within 30 days of declaration of results issuance of Work Order.

#### **4.10. Bid Validity Period**

Proposals submitted by bidders must remain valid up to 180 (One Hundred & Eighty) days from the actual date of submission of the Bid closing date (as applicable).

#### **4.11. Contents of the Bids**

The three (3) bids evaluation system shall be followed. Pre-Qualification, Technical and Commercial proposal should be uploaded separately on the e - Procurement portal.

1. All documents should be uploaded on the e - Procurement portal
2. Prices should NOT be indicated in the Pre-Qualification Bid or Technical Bid but should only be indicated in the Commercial Bid. Price quoted elsewhere shall be liable for rejection of the entire bid
3. All the pages of the bid should be sequentially numbered. The bid documents should contain in the beginning of the document, a list of contents with page numbers. Any deficiency in the documentation may result in the rejection of the entire Bid
4. The original bid should be prepared in indelible ink. It should contain no interlineations or overwriting, except as necessary to correct errors made by the Bidder itself. Any such corrections should be initialed by the person (or persons) who is authorized to sign(s) the bids
5. All pages of the bid should be initialed and stamped by Authorized Signatory in whose name Power of Attorney/Proof of Authority has been issued
6. Failure to submit the bid before the submission deadline specified in the Data Sheet would cause a bid to be rejected
7. The TIA will not accept delivery of bid by fax, e-mail or in-person

##### **4.11.1. Contents of Pre-Qualification / Eligibility Bid**

The contents of the Pre-Qualification / Eligibility Bid shall need to be uploaded as per format defined on the e-procurement portal, in following 2 parts:

1. Scanned copy of DD/Bank Guarantee of EMD and Tender fees needs to be submitted along with the Tender, and
2. Pre-Qualification / Eligibility Bid in PDF format – The Pre-Qualification bid shall cover documentary evidence for all the criteria mentioned in this Tender document, along with the Pre-Qualification Bid Covering Letter, as per format Annexure 4 and Pre-Qualification Checklist. The PDF format of the bid shall need to be uploaded at the ‘Pre-Qualification section’ of the e-procurement portal.

Please refer to **Section 5.1** of this Tender document for details on the Pre-Qualification / Eligibility criteria.

#### **4.11.2. Contents of Technical Bid**

The contents of the Technical Bid (single document in PDF format) shall need to be uploaded as per format defined on the e-procurement portal. Following are key contents of the bid, but not limited to:

1. Technical Bid Covering Letter
2. Technical Bid criteria checklist
3. Executive Summary
4. Technical Bid – Documentary evidence for all the criteria mentioned in this Tender document.
5. Approach and Methodology document covering
  - a. Understanding of Scope of work
  - b. Approach and Methodology
  - c. Work Plan/ project plan with defined milestones and deliverables
  - d. Project Governance Structure
  - e. Project Risks and Mitigation plan
  - f. CVs of the deployed resources during Support and Maintenance phase

The PDF format of the Technical bid covering all the above 4 points shall need to be uploaded at the ‘Technical section’ of the e-procurement portal. Please refer to **Section 5.2** of this Tender document for details on the Technical evaluation criteria.

Additional considerations for Technical Bid:

1. The proposal shall be kept as concise as possible. The main Technical Bid must be restricted to a maximum 50 pages or less, excluding all necessary supporting documents / annexures. Failure to comply with the requirements spelt out in this clause shall make the proposal liable to be rejected. All the Annexures and Supporting documents should be clearly referenced, with page and section number



2. The Technical Proposal must not include any financial information, or any marketing material / brochures, etc.
3. The TIA reserves the right to verify all statements, information and documents, submitted by the bidder in response to the Tender. Any such verification or lack of it by the TIA shall not relieve the bidder of its obligations or liabilities hereunder nor will it affect any rights of TIA thereunder
4. In case it is found during the evaluation or at any time before signing of the Contract Agreement or after its execution and during the period of subsistence thereof, that one or more of the eligibility conditions have not been met by the bidder or the bidder has made material misrepresentation or has given any materially incorrect or false information, the bidder shall be disqualified forthwith if not yet appointed either by issue of the Letter of Intent (LOI) or entering into of the Agreement, and if the Selected Bidder has already been issued the LOI or has entered into the Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this Tender, be liable to be terminated, along with necessary action by the TIA/department, by a communication in writing, without the TIA/department being liable in any manner whatsoever to the selected Bidder, as the case may be
5. In such an event, the TIA shall forfeit and appropriate the Bid Security / EMD for a pre-estimated compensation and damages payable to the TIA for, inter alia, time, cost and effort of the TIA, without prejudice to any other right or remedy that may be available to the TIA

#### **4.11.3. 'Contents of Commercial Bid**

The Bidder should submit the Commercial Bid as per the BOQ template of e-Tender portal, along with the Commercial Bid covering letter. The excel format of the Commercial bid shall need to be uploaded at the 'Commercial section' of the e-procurement portal. Additional considerations:

1. All the line items must be clearly specified with proper value (greater than zero)
2. The Bidder needs to take care in terms of defining the unit rates and total cost for each of the cost elements. Any deviation or miscalculations would solely be responsibility of the Bidder, and in case of any such discrepancy, the unit rates would be considered as base for rest of the calculations in commercial bids
3. The percentage distribution of the cost elements needs to be logically justified, and any attempt by the Bidder to unnecessary load one or more cost elements, in order to take advantage of the Tender terms, may lead to disqualification and rejection of Bid altogether. The decision of the TIA/department in all such matters will be final and binding on all parties.



4. Any attempt to influence the Commercial evaluation, outside the defined process by the TIA/department, will lead to rejection of bids

#### **4.12. Eligible Goods and Services, and OEM Criteria**

1. For purposes of this Clause, the term “goods” includes commodities, raw material, machinery, equipment, and industrial plants; and “related services” include services such as insurance, transportation, supply, installation, integration and testing, training and maintenance.
2. The Bidder shall quote only one specific make and model from only one specific OEM, for specified requirement. Providing more than one option shall not be allowed. Device quoted by the Bidder should be associated with item code and names and with printed literature describing configuration and functionality.
3. Bids shall be submitted strictly in accordance with the requirements and terms & conditions of this Tender. The Bidder shall submit a ‘No Deviation Certificate’ as per the format mentioned in Annexure 6. The bids with deviation(s) are liable for rejection.
4. The OEM for each products or technology quoted should be in the business of that product or solution or technology for at least 3 years as on the date of release of the Tender.
5. All the OEMs should have authorized presence in India either directly or through channel partner(s) as on the date of release of Tender.
6. The OEM should ensure that products or technology quoted are neither end of sale nor end-of-life till after 1-year of the date of delivery and are not end-of-support till after 1-year of the successful completion of warranty period of 3 years as per requirements of this project.
7. Bidder should quote products in accordance with the above clause “Eligible goods and related services”.
8. The OEM of each product or technology should have quality certifications like ISO 9001:2000 or equivalent.
9. The bidder’s proposed OEM should not have been blacklisted by any State / Central Government Department or Central /State PSUs as on bid submission date.
10. Each of the proposed OEMs should have existing capability and infrastructure to provide 24x7x365 technical support in India.

#### **4.13. Authentication of Bids**

An authorized representative(s) of the Bidder should digitally sign all pages of the Pre-Qualification, Technical and Commercial Bids.

Bid should be accompanied by an authorization in the name of the signatory (or signatories) of the Bid. The authorization should be a written 'Power of Attorney' accompanying the Pre-Qualification Bid or in any other form demonstrating that the representative has been duly authorized to sign.

#### **4.14. Bid Process**

The TIA shall adopt a three-stage bid evaluation process (collectively the "Bid Process") in evaluating the proposals comprising pre-qualification, technical evaluation and financial evaluation, submitted by the bidders. Evaluation Committee shall open the Proposals at the specified date and time at the office of Uttar Pradesh Education for All Project Board, as defined in Data sheet of this Tender document, and in the presence of the bidders / representatives of the bidders, who choose to attend.

In the first stage, evaluation on the eligibility / pre-qualification criteria will be carried out as per the criteria specified in this Tender.

Based on the pre-qualification evaluation, a list of qualified bidders shall be prepared. In the second stage, technical bids shall be evaluated for all the qualified bidders.

The financial bids of all the technically qualified bidders will be opened and evaluation of the same will be done as per formats and requirements specified in this Tender. Bidders will finally be ranked according to their financial quotes, in ascending order. The first ranked bidder (L1) shall be selected for contract signing.

The evaluation committee shall evaluate the responses to the Tender and all supporting documents / documentary evidence. The decision of the Evaluation Committee in the evaluation of proposals shall be final. No correspondence will be entertained outside the process of evaluation with the Committee.

Any information contained in the Proposal shall not in any way be construed as binding on department, its agents, successors or assigns, but shall be binding against the bidder if the contract is subsequently awarded to it.

#### **4.15. Amendment of Request for Proposal**

At any time prior to the due date for submission of bid, the TIA may, for any reason, whether at its own initiative or in response to a clarification requested by prospective bidder(s), modify the Tender document by amendments. Such amendments shall be uploaded on the e-procurement portal, through corrigendum and shall form an integral part of the Tender document. The relevant clauses of the Tender document shall be treated as amended accordingly.

It should be the responsibility of the prospective bidder(s) to check the e-procurement portal from time to time for any amendment in the Tender document. In case of failure to get the amendments, if any, the TIA/department shall not be responsible.

In order to allow prospective bidders a reasonable time to take the amendment into account in preparing their bids, the TIA/department, at its discretion, may extend the deadline for submission of bids. Such notifications for extensions shall be uploaded on the e-Procurement portal.

#### **4.16. Bid Price**

Commercial Bid shall be as per the format provided in Annexure 19. Bidders should give the required details of all applicable taxes, duties, other levies and charges etc. in respect of direct transaction between the TIA and the Bidder.

Prices quoted by the Bidder should remain firm during the entire contract period and not subject to variation on any account. A bid submitted with an adjustable price quotation should be treated as non-responsive and shall be rejected.

#### **4.17. Late Bids**

Late submission shall not be entertained and shall not be permitted by the e-Procurement Portal. The bids submitted by telex/telegram/fax/e-mail etc. shall not be considered. No correspondence will be entertained on this matter.

The TIA shall not be responsible for any non-receipt/non-delivery of the documents due to technical snag whatsoever at Bidder's end. No further correspondence on the subject will be entertained.

The TIA reserves the right to modify and amend any of the above-stipulated conditions / criterion.

#### **4.18. Right to terminate the process**

The TIA may terminate the Bid process at any time and without assigning any reason. The TIA makes no commitments, express or implied, that this process will result in a business transaction with anyone. This Tender does not constitute an offer by the TIA.

#### **4.19. Acceptance and Rejection of Bids**

The TIA reserves the right to reject in full or part, any or all bids without assigning any reason thereof. The TIA reserves the right to assess the Bidder's capabilities and capacity. The decision of the TIA shall be final and binding.

Bid should be free of over writing. All erasures, correction or addition should be clearly written both in words and figures and attested.

In the event of any assumptions, presumptions, key points of discussion, recommendation or any points of similar nature submitted along with the Bid, TIA reserves the right to reject the Bid and forfeit the EMD.

#### **4.20. Disqualification of Bids**

The bids are liable to be disqualified in the following cases or in case bidder fails to meet the bidding requirements as indicated in this Tender document:

1. During validity of the bid, or its extended period, if any, the bidder increases its quoted prices
2. The bidder's bid is conditional and has deviations from the terms and conditions of the Tender
3. Bid is received in incomplete form
4. Bid is not accompanied by all the requisite documents
5. Information submitted in technical bid is found to be misrepresented, incorrect or false, accidentally, unwittingly or otherwise, at any time during the processing of the contract (no matter at what stage) or during the tenure of the contract including the extension period, if any
6. Financial bid is enclosed with the same document as technical bid.
7. Bidder tries to influence the bid evaluation process by unlawful/corrupt/fraudulent means at any point of time during the bid process
8. In case any one party submits multiple bids or if common interests are found in two or more bidders, the bidders are likely to be disqualified, unless additional bids/bidders are withdrawn upon notice immediately

#### **4.21. Right to vary quantity**

At the time of award of contract, the quantity of goods or services originally specified in the Tender documents may be increased. It shall be without any change in the unit prices or other terms and conditions of the Bid and the bidding documents. The increase in quantity may be mutually discussed and agreed upon by all parties and would be governed by financial and procurement rules

If the TIA does not procure any subject matter of procurement or procures less than the quantity specified in the Tender documents due to change in circumstances, the bidder shall not be entitled for any claim or compensation except otherwise provided in the Tender document.

Repeat orders for extra items or additional quantities may be placed, if it is provided in the Tender document, on the rates and conditions given in the contract as the original order was given after inviting open competitive bids. Delivery or completion period may also be proportionally increased. Repeat orders quantity would be governed according to financial and procurement rules

## **4.22. Modification and Withdrawal of Offers**

The bidder may modify its bid through e-Tendering system at any time prior to submission of bids. However, withdrawal of original offer will not be allowed. No offer can be modified by the Bidder, subsequent to the closing date and time for submission of offers. If date of submission is extended due to some reasons, modification in offer is possible till extended period provided bid has not been opened.

## **4.23. Deviations and Exclusions**

Bids shall be submitted strictly in accordance with the requirements and terms & conditions of the Tender. The Bidder shall submit a 'No Deviation' Certificate as per the format mentioned in Annexure 6. The bids with deviation(s) are liable for rejection.

## **4.24. Total Responsibility**

Bidder should issue a statement undertaking total responsibility for the compliance to all the requirements specified in the Tender as per the format mentioned in Annexure 8.

## **4.25. Award of Contract / Work Order**

### **4.25.1. Notification and Contract Signing**

The TIA will notify the successful Bidder in writing by e-mail and the results will also be posted on the official website <http://uplc.in>, <https://etender.up.nic.in> . This notification shall need to be accepted and confirmed by the successful Bidder in writing by e-mail.

The bidder upon declaration of the result will be awarded the Letter of award (LOA) / Letter of Intent (LOI) and bidder should acknowledge the acceptance of the award by signing the duplicate copy and returning the same to the TIA within 7 days of issuance of LOA / LOI. The duplicate copy of the LOA / LOI must be signed by the authorized signatory of the Bidder. Along with the signed duplicate copy of the LOA / LOI, the bidder is also required to submit the Performance Bank Guarantee (PBG) as specified in Annexure 3 of this Tender. On receipt of the Performance Bank Guarantee (PBG) the TIA shall enter into a contract. Successful bidder shall submit two copies of Contract executed on Rs. 100 stamp Paper purchased at the State of UP to the TIA.

The services however shall commence on issuance of Letter of award (LOA) / Letter of Intent (LOI).

### **4.25.2. Performance Bank Guarantee (PBG)**

The successful Bidder shall at its own expense submit with the Tender Inviting Authority(TIA), within fifteen (15) working days from the date of issuance of LOI, an unconditional and irrevocable Performance Bank Guarantee (PBG) from a bank acceptable to the TIA, in the format prescribed in Annexure 3, payable on demand, for the due performance and fulfillment of the contract by the bidder.

This Performance Bank Guarantee will be for an amount equivalent to 10% of total contract value. PBG shall be invoked by the TIA in the event the Bidder:

1. fails to meet the overall penalty condition as mentioned in this Tender under Section 8 or any changes agreed between the parties,
2. fails to perform the responsibilities and obligations as set out in this Tender to the complete satisfaction of the department,
3. Misrepresentations of facts/information submitted to the TIA

The performance bank guarantee must be valid from the date of issuance till 60 days after expiry of the Term of the Agreement (which would include successful knowledge transfer and handholding of any nominated agency by the TIA). In case the contract is extended; the bidder must submit another PBG as per instruction/direction of TIA with validity of the complete duration of the extended contract plus 6 months.

In the event of the Bidder being unable to service the terms and conditions for whatever reason(s), the TIA shall have the right to invoke the PBG. Notwithstanding and without prejudice to any rights whatsoever of the TIA under the contract in the matter, the proceeds of the PBG shall be payable to the TIA as compensation for any loss resulting from the bidder's failure to perform/comply its obligations under the contract.

The TIA shall notify the bidder in writing of the exercise of its right to receive such compensation within 30 days, indicating the contractual obligation(s) for which the bidder is in default. TIA shall also be entitled to make recoveries from the bidder's bills, performance bank guarantee, or from any other amount due to him, an equivalent value of any payment made to him due to inadvertence, error, collusion, misconstruction or misstatement.

The performance bank guarantee may be discharged / returned by the TIA upon being satisfied that there has been due performance of the obligations of the bidder under the contract. However, no interest shall be payable on the performance bank guarantee.

On satisfactory performance and completion of the order in all respects and duly certified to this effect by the TIA, Contract Completion Certificate will be issued by the TIA, as per recommendations, guidelines and approval of the department and the PBG will be returned to the Bidder subsequently.

#### **4.26. Purchase Order and Payment Responsibility**

Selection of Vendor and placing purchase order shall be the discretion of the TIA, which cannot be challenged by any bidder. Raising of objection(s) by other bidder(s) over the selection of Vendor by the TIA shall amount to violation of the terms & conditions of the contract for which vendor shall be liable for penal and other appropriate actions.

The purchase order shall be placed directly by the authorized officer of the TIA, Government of Uttar Pradesh. The purchase order shall be issued exclusively in the name of the vendor and

payment shall also be made in the name of the same vendor. Purchase order issued / received in different name or cheque issued in different name shall not be deemed as purchase under the Contract.

The vendor cannot delegate its rights to any institution to receive purchase order or/and payment in its name. If it is found that they have appointed such institution to receive order and payment in its name, strict action shall be taken against the vendor, which may also include without limitation, termination of contract.

The vendor cannot refuse to supply the items after signing the contract. Refusal shall be violation of the term and condition of the contract and vendor shall be liable for punishment to the extent of blacklisting of the vendor. The nature and quantum of punishment shall be decided by the TIA in accordance with the applicable laws.

On receipt of the equipment in good condition, acceptance sign-off shall be issued by the TIA, and subsequently the undisputed payment as per the applicable terms shall be made.

#### **4.27. Acknowledgement of Purchase Order**

The vendor shall accept Work Order from the TIA against this Contract. He shall examine the purchase order immediately upon its receipt and bring to the notice of the officer placing the work order, within 7 days of the receipt of work order, about any discrepancy, regarding the nomenclature, manufacturers part no. of the stores etc. ordered for due rectification. The letter should be sent by Registered Post on company's letterhead. Meanwhile, supply of items which are clear for acceptance should not be held up and supplies be arranged by the date mutually agreed upon.

The vendor shall maintain stocks of the equipment and shall make deliveries against Purchase Orders from such stocks as and when required. Upon receipt of a Purchase Order (P.O.), the vendor, within Seven (7) days, intimate to the P.O. issuing authority, the quantity which can be supplied from stocks at the equipment specified in the P.O. and within the Delivery period stipulated therein and the time required to supply the balance.

If the vendor is unable to supply the entire quantity within the time stipulated in the P.O. and intimate the time within which supplies will be made, the Officer placing the P.O. will notify his acceptance (in writing) of the Delivery Time offered by the vendor or negotiate until an agreement is reached between the P.O. issuing Authority and the dealer.

If the vendor fails to give such intimation within Seven (7) days, it will be taken that the vendor has agreed to supply the stores within the Delivery Date Stipulated in the Purchase order.

In all cases, the Delivery Time as deemed to be accepted by the vendor or agreed upon as aforesaid between him and the officer placing the Purchase Order shall be deemed to be essence of the Contract and delivery should be completed not later than such Date. If in any case, no agreement with respect to the Delivery Time is reached between the vendor and the Officer who



has issued the Purchase Order, it shall be lawful for such officer to withdraw the Purchase Order and the vendor shall have no claim in respect of such withdrawal(s).

However, in all such matters, the decision of the TIA shall be final and binding.

#### **4.28. Packing & Marking of Goods**

Unless specified otherwise, consignment shall be securely and properly packed, and every precaution taken to avoid loss or damage during transit. The packing shall be all-weather proof and sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation etc. during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

Each package should be clearly marked to indicate Description and Quantity of stores, Name and Address of the department, Gross weight of the Package, P.O. No. and Date and the Name of the Vendor with barcode, as provided in the General Conditions of the Contract.

The packing, evaluation and documentation within and outside the packages shall comply strictly with such special requirements as shall be provided for in the purchase order and in any subsequent instructions ordered by the TIA/department.

#### **4.29. Dispatch Instruction and Notification**

It is essential that the Vendor shall intimate the TIA sufficiently in advance before the actual arrival of supplies at destination, failing which the vendor shall be held responsible for any subsequent discrepancy between actual receipt and the materials detailed in the challan received later.

It will be responsibility of vendor for safe arrival of equipment in full and good conditions at TIA's specified destination and the TIA will not pay separately for transit insurance, if any.

Product shall conform to standard Guarantee / Warranty effecting as per requirement of the TIA.

#### **4.30. Delivery Documents**

Within 24 hours of shipment, the vendor shall notify the TIA, by cable / telex / fax / email the full details of the shipment including Contract No., Receipt No., Date, Description of Goods, quantity etc.

#### **4.31. Extension of Delivery Period**

In case of Force Majeure events, it become apparent to the vendor that the delivery date(s) stipulated in the Purchase Order cannot be adhered to, vendor should apply for extension to the TIA giving reasons for the delay and the date up to which extension is required. The TIA may consider such request and if it has no objection, extend the delivery date suitably subject to the following conditions:



1. That no increase in price on account of any statutory increase in or fresh imposition on account of any Tax or Duty leviable in the said Purchase Order, which takes place after the agreed delivery date, shall be admissible as are delivered after the said date.
2. That notwithstanding any stipulation in the contract for increase in price or any other ground no such increase which takes place after delivery date shall be admissible as are delivered after the said date.

#### **4.32. Order Cancellation**

The TIA also reserves the right to cancel the order in the event of one or more of the following circumstances:

1. Serious discrepancy in hardware noticed during the pre-dispatch inspection, if any.
2. Delay in delivery and acceptance testing beyond a period mentioned in the purchase order.
3. Breach by the vendors of any of the terms and conditions of the tender.
4. If the Vendor / OEM goes into liquidation voluntarily or otherwise.

In addition to the cancellation of purchase order, the TIA reserves the right to forfeit the Performance Guarantee submitted (in form of Bank guarantee) by the Vendor if it is established that the delay in supply is due to willful negligence on the part of the vendor.

In case the Vendor fails to deliver the quantity as stipulated in the delivery schedule, the TIA reserves the right to procure the same or similar materials from alternate sources at the risk, cost and responsibility of the Vendor.

#### **4.33. Delivery Inspection by the Department**

The agency/person(s) or department nominated by the department shall physically inspect the equipment supplied and check the list of items and their physical state. During the verification at the time of delivery, mainly the following parameters will be considered:

1. Seal put on the packed boxes
2. For Box/es with broken seal, the equipment shall not be accepted by the department and the same shall have to be taken back by the vendor at his own risk and cost
3. The vendor shall help in conducting this inspection and satisfy the department

The vendor shall proceed to open the packing and to carry out the testing / installation only after a written acknowledgement has been obtained from the department that the goods have been inspected and found to be in order.

#### **4.34. Delivery and Acceptance Testing**

The vendor shall be responsible for delivery and acceptance testing of the equipment (and its accessories) at site of the order and for making them fully operational within timelines mentioned in Section 7.1 and Annexure 14 for all locations from the date of issuing Work Order.

The vendor shall integrate the hardware and software (such as OS, Drivers, LMS software Application, digital teaching learning material etc.) supplied by it to make them fully operational. However, in case of problems with software applications, machines and / or equipment, it will be the vendor's responsibility to locate the exact nature of the problem/s and rectify the same.

The vendor shall be responsible for configuring the security, access and authentication, power management as well intended application related settings in all the items supplied as part of the contract as per the directives provided by the TIA. The vendor shall note that all the equipment shall be supplied with the relevant interface cables. Also, all the equipment shall be provided with ISI standard, 2 or 3 Pin 5-amp Power Plugs (as required).

The Vendor shall depute its technically qualified representatives for configuring and testing the delivered smart class infrastructure in presence of the designated officer as required. The designated officer will inspect all the supplied devices and provide sign-off on acceptance report after successful testing.

The testing shall comprise of at least the following:

1. Checking for physical damage of the equipment and its accessories
2. Testing whether computing device is getting charged from Main supply
3. Availability of pre-installed Applications
4. Network connectivity through the integrated SIM on the laptop with data plan from the telecom service providers whose network is good in that area

There shall not be any additional charges payable by the TIA/department for carrying out this test. At the end of testing and supply at each location, the vendor shall submit acceptance sign-off issued by the designated officer at TIA for release of payment.

#### **4.35. Manuals**

All equipment will have to be supplied with all the detailed operational and maintenance manuals free of cost.

#### **4.36. Invoicing and Payment**

The TIA shall make payments to Vendor at the times and in the manner set out in the Payment schedule as specified Payment Terms in Section 7.2. The TIA shall make all efforts to make payments to Vendor within 60 days of receipt of invoice(s) and all necessary supporting documents.

All payments agreed to be made by TIA to Vendor in accordance with the Bid shall be inclusive of all statutory levies, duties, taxes and other charges whenever levied/ applicable, if any, and TIA shall not be liable to pay any such levies/ other charges under or in relation to this Contract and/or the Services.

The Bidders will be solely responsible to bear the cost of any items that are not quoted or are under quoted in this Proposal but are required to meet the SLAs or any other requirements as stated in the Tender. No additional payment for these components would be made to the Vendor.

In the event of TIA noticing at any time that any amount has been disbursed wrongly to Vendor or any other amount is due from Vendor to the TIA, the TIA may without prejudice to its rights recover such amounts by other means after notifying Vendor or deduct such amount from any payment falling due to Vendor. The details of such recovery, if any, shall be intimated to Vendor. Vendor shall receive the payment of undisputed amount under subsequent invoice for any amount that has been omitted in previous invoice by mistake on the part of the TIA or Vendor.

All payments to Vendor shall be subject to the deductions of tax at source under Income Tax Act, and other taxes and deductions as provided for under any law, rule or regulation. All costs, damages or expenses which TIA may have paid or incurred, for which under the provisions of the Contract, Vendor is liable, the same shall be deducted by TIA from any dues to Vendor. All payments to Vendor shall be made after making necessary deductions as per terms of the Contract and recoveries towards facilities, if any, provided by the TIA to Vendor on chargeable basis.

#### **4.37. Sign-off and Acceptance Criteria**

The TIA shall nominate officials for inspection of the LMS including Application software, teaching learning content material, equipment / devices during delivery, as well as from time to time during the after sales support and maintenance period. These inspections may be scheduled or adhoc as required by the TIA/department. The vendor shall extend all support and cooperation during all such inspections and obtain an acceptance / sign-off on all acceptance parameters. All such sign-off documents shall be submitted by the vendor as documentary evidence for processing the invoices for payment.

#### **4.38. Warranty**

The Bidder shall provide comprehensive onsite warranty for a period of 36 months from the date of acceptance sign-off after successful testing of supplied smart class hardware, LMS including teaching learning material content and applicable software. In case there is any change in the UP state SCERT course content during the 3 years warranty period, then the vendor should provide an updated teaching learning material content which is aligned to the SCERT syllabus for the state.

The equipment should be repaired at the District service center of OEM. The vendor shall either perform on-premise repair or collect the faulty equipment from Teachers at school level and deliver repaired equipment at the point of collection. The repair / replacement shall be the responsibility of the vendor, and hence the vendor is required to deploy at least one person at the district level who would be responsible to bring the faulty devices to the district Service Centers.

Technical Support for Software applications shall be provided by the respective OEMs for the period of contract. The Technical Support should include all upgrades, updates and patches to the respective Software applications.

The equipment, if necessary, will be opened only by the OEM Engineer for repair/otherwise during the warranty period. The Warranty terms and conditions, including conditions leading to warranty becoming void like using other supplemental hardware from a third party or installation / configuration of any app within these devices not through the authorized OEM engineer etc. shall be clearly communicated and included in training to all the intended end users of these smartclass.

The warranty shall cover the equipment/products and should be repaired and made operational within 2 days, failing which a temporary replacement should be given till the equipment is repaired/replaced. Failing to do so will attract a penalty of Rs. 500 per day per reported device.

Any defect observed within 6 months of the supply shall be treated as manufacturing defect and the bidder shall ensure that the device is replaced without making any charge to the department. The manufacturing defect shall include but not be limited to the following,

1. Non-operation of any part / component of equipment(s) / device
2. Application hangs despite OS replacement for 2 or more times
3. In an area with network signals, the SIM integrated with device/dongle is not providing data connectivity whereas other tablets / smartphones are providing data connectivity using the same telecom network

The Vendor warrants that the Goods supplied under the Contract are new, non-refurbished, unused and recently manufactured; shall not be nearing End of sale / End of support; and shall be supported by the Vendor and respective OEM along with service and spares support to ensure its efficient and effective operation for the entire duration of the contract.

The Vendor warrants that the goods supplied under this contract shall be of the highest grade and quality and consisted with the established and generally accepted standards for materials of this type. The goods shall be in full conformity with the specifications and shall operate properly and safely. All recent design improvements in goods, unless provided otherwise in the Contract, shall also be made available.

The Vendor further warrants that the Goods supplied under this Contract shall be free from all encumbrances and defects/faults arising from design, material, manufacture or workmanship (except insofar as the design or material is required by the Department's Specifications) or from

any act or omission of the Vendor, that may develop under normal use of the supplied Goods in the conditions prevailing at the field locations such Government Schools across U.P.

The department shall promptly notify the Vendor in writing of any claims arising under this warranty. Upon receipt of such notice, the Vendor shall, with all reasonable speed, repair or replace the defective Goods or parts thereof, without prejudice to any other rights which the department may have against the Vendor under the Contract.

If the Vendor, having been notified, fails to remedy the defect(s) within a reasonable period, the department may proceed to take such remedial action as may be necessary, at the Vendor's risk and expense and without prejudice to any other rights which the Department may have against the Vendor under the Contract.

Any OEM specific warranty terms that do not conform to conditions under this Contract shall not be acceptable.

If the goods/equipment cannot be used by reason of such default, defect or deficiency and/or making good of such default, defect or deficiency, attributable to Vendor, the warranty period for the Project shall be extended by a period equal to the period during which the Project or any of its system could not be used by the Department because of such defect and/or making good of such default, defect or deficiency.

Items substituted for defective parts of the goods/equipment during the Warranty Period shall be covered by the Warranty for the remainder of the Warranty Period applicable for the part replaced or three (3) months, whichever is greater

#### **4.39. Replacement due to repeated failure**

If, during the warranty period, any equipment has any failure on two or more occasions, it shall be replaced by equivalent new equipment by the Vendor at no cost to the department.

#### **4.40. Audit, Access and Reporting**

The Bidder shall allow access to TIA and / or its nominated agencies to all information which is in the possession or control of the Bidder and which relates to the provision of goods and Services as set out as per the Audit, Access and Reporting requirements, and which is reasonably required by department to comply with the terms of the Audit, Access and Reporting requirements.

Department/ TIA or its nominated agency may conduct non-timetabled audits at its own discretion if it reasonably believes that such non-timetabled audits are necessary as a result of an act of fraud by the Bidder, a security violation, or breach of confidentiality obligations by the Bidder, provided that the requirement for such an audit may or may not be notified in writing to the Bidder a reasonable period time prior to the audit (taking into account the circumstances giving rise to the reasonable belief) stating in a reasonable level of detail the reasons for the requirement and the alleged facts on which the requirement is based.

#### **4.41. Extension of Contract**

The contract will be awarded for three (3) year, extendable to another one year, on the same terms and conditions, based on performance of the Bidder during the first contract duration, further need for such extension, and above all, approval from the department and Government of U.P. The broad scope of work for the second contract term would remain the same, however these are only indicative, and the department reserves the right to amend the Scope as well as any related terms of engagement, based on key learnings from the first three years. The decision for extension of the contract will solely depends on the discretion of the Department/TIA.

#### **4.42. Exit Management**

Upon completion of contract period, including any extensions thereof, or termination of agreement for any reason, the vendor is required to comply with the following exit management provisions, but not limited to:

1. Handover of all equipment / device and related hardware / software / applications / patches etc.
2. Handover the documents / manuals / checklist / reports etc. related to all products and services provided during the contract period
3. Transfer of knowledge, and learnings during the contract period, to any agency or inhouse team as decided by the department
4. Settlement of all dues / penalties as applicable during the contract period
5. Any other obligation as required under the terms of this Tender and Contract agreement

Upon completing all required formalities, and acceptance by the department in writing, the TIA shall issue formal notification for exit to the vendor and then proceed to settle the pending payments as applicable.

Following are the terms of the exit management, but not limited to:

##### **Transfer of Assets**

1. Department of Basic Education, U.P shall be entitled to serve notice in writing on the Selected Bidder, at any time during the exit management period as detailed herein above requiring the Selected Bidder and/or its consortium member to provide the Department of Basic Education, U.P with a complete and up to date list of the Assets within 30 days of such notice.
2. In case of contract being terminated, Department of Basic Education, U.P reserve the right to ask Selected Bidder to continue running the project operations for a period of 6 months after termination orders are issued.
3. Upon service of a notice under this clause the following provisions shall apply:

- a. In the event, if the Assets to be transferred are mortgaged to any financial institutions by the Selected Bidder, the Selected Bidder shall ensure that all such liens and liabilities have been cleared beyond doubt, prior to such transfer. All documents regarding the discharge of such lien and liabilities shall be furnished to the Director General, School Education U.P. /Department of Basic Education, U.P.
  - b. All risk in and title to the Assets to be transferred / to be purchased by the Director Basic Education/ Director General, School Education U.P. /Department of Basic Education, U.P/ DSE pursuant to this Article shall be transferred to/Director Basic Education/ Director General, School Education U.P. /Department of Basic Education, U.P. on the last day of the exit management period.
4. The outgoing Selected Bidder will pass on to Director Basic Education/Director General, School Education U.P. /Department of Basic Education, U.P. and/or to the Replacement Selected Bidder, the subsisting rights in any leased properties/ licensed products on terms not less favorable to Department of Basic Education, U.P. Replacement Selected Bidder, than that enjoyed by the outgoing Selected Bidder.

### **Cooperation and Provision of Information**

During the exit management period:

1. The Selected Bidder will allow the TIA/Department of Basic Education, U.P or its nominated agency access to information reasonably required to define the then current mode of operation associated with the provision of the services to enable the Department of Basic Education, U.P to assess the existing services being delivered
2. Promptly on reasonable request by the TIA/Department of Basic Education, U.P, the Selected Bidder shall provide access to and copies of all information held or controlled by them, which they have prepared or maintained in accordance with this agreement relating to any material aspect of the services (whether provided by the Selected Bidder or Consortium member appointed by the Selected Bidder) TIA/Department of Basic Education, U.P. shall be entitled to copy all such information. Such information shall include details pertaining to the services rendered and other performance data. The Selected Bidder shall permit Department of Basic Education, U.P or its nominated agencies to have reasonable access to its employees and facilities as reasonably required by the Department or its nominated representative to understand the methods of delivery of the services employed by the Selected Bidder and to assist the appropriate knowledge transfer.

### **Confidential Information, Security and Data**



The Selected Bidder will promptly on the commencement of the exit management period supply to the TIA/Department of Basic Education, U.P or its nominated agency the following:

1. Information relating to the current services rendered and the customer and performance data relating to the performance of Selected Bidders in relation to the services;
2. Documentation relating to Project's Intellectual Property Rights;
3. All current and updated data as is reasonably required for purposes of Department of Basic Education, U.P or its nominated agencies transitioning the services to its Replacement Selected Bidder in a readily available format nominated by the Department of Basic Education, U.P, its nominated agency;
4. All other information (including but not limited to documents, records and agreements) relating to the services reasonably necessary to Department of Basic Education, U.P or its nominated agencies, or its Replacement Selected Bidder to carry out due diligence in order to transition the provision of the Services to Department of Basic Education, U.P or its nominated agencies, or its Replacement Selected Bidder (as the case may be).
5. Before the expiry of the exit management period, the Selected Bidder shall deliver to the Department of Basic Education, U.P or its nominated agency all new or up-dated materials from the categories set out in Schedule above and shall not retain any copies thereof, except that the elected Bidder shall be permitted to retain one copy of such materials for archival purposes only.
6. Before the expiry of the exit management period, unless otherwise provided under the MSA, Department of Basic Education, U.P or its nominated agency shall deliver to the Selected Bidder all forms of Selected Bidder confidential information, which is in the possession department or its users.

#### **Exit Management Plan**

1. The Selected Bidder shall provide the Department of Basic Education, U.P or its nominated agency with a recommended exit management plan ("Exit Management Plan") which shall deal with at least the following aspects of exit management in relation to the MSA as a whole and in relation to the Project Implementation, and the Operation and Management SLA.
2. A detailed program of the transfer process that could be used in conjunction with a Replacement Selected Bidder including details of the means to be used to ensure continued provision of the services throughout the transfer process or until the cessation of the services and of the management structure to be used during the transfer;
3. Plans for the communication with such of the Selected Bidder 's, staff, suppliers, customers and any related third party as are necessary to avoid any material detrimental impact on the Department of Basic Education, U.P's operations as a result of undertaking the transfer;



4. (If applicable) proposed arrangements for the segregation of the Selected Bidder 's networks from the networks employed by Department of Basic Education, U.P and identification of specific security tasks necessary at termination;
5. Plans for the provision of contingent support to Department of Basic Education, U.P, and Replacement Selected Bidder for a reasonable period after transfer.
6. The Selected Bidder shall re-draft the Exit Management Plan annually thereafter to ensure that it is kept relevant and up to date.
7. Each Exit Management Plan shall be presented by the Selected Bidder to and approved by the Department of Basic Education, U.P or its nominated agencies.
8. The terms of payment as stated in the Terms of Payment Schedule include the costs of the Selected Bidder complying with its obligations under this Schedule.
9. In the event of termination or expiry of MSA, and Project Implementation, each Party shall comply with the Exit Management Plan.
10. During the exit management period, the Selected Bidder shall use its best efforts to deliver the services.
11. Payments during the Exit Management period shall be made in accordance with the Terms of Payment Schedule.
12. The successful bidder will hand over all the data compiled/ recorded during the period of the contract to the Department of Basic Education, U.P in a readable digital format along with the data structure design for migration into any other system at the end of the contract .

## **5. Selection Criteria**

1. The term 'Bidder' refers to "Sole Bidder" and 'Consortium' refers to any of the "Consortium Partners including lead Bidder"
2. In case of a Consortium, it is mandatory that all the partners should have experience in one of more aspects of this project. There should not be any sleeping partner (partner without any of the specific experiences as described under the scope) within the Consortium
3. The department reserves the right to conduct a field evaluation, as required, along with the evaluation of proposals, in order to validate the facts and claims made by participating bidders. Any false claims or misrepresentation of facts may result in immediate disqualification of the Bidder.
4. All experiences are required in India, as applicable.

5. The department reserves the right to visit (or conduct telephonic verification) bidder's clients where such a similar project execution has taken place.
6. Any decision with regard to evaluation will be at the sole discretion of the department, as per the evaluation parameters detailed below and will be final and binding on all parties.

### 5.1. Pre-Qualification / Eligibility Criteria

Bidders to this Tender will need to submit compliance to the below mentioned criteria along with required documentary evidence. Following are the eligibility terms:

1. The Lead bidder shall be responsible for delivery and configuration of hardware equipment, operating system, software applications, digital teaching learning material and related services of the overall project as specified in this Tender.
2. The bidder can propose one consortium member as part of the Tender response. A valid and detailed consortium agreement is required to be submitted declaring the Lead bidder with clear definition of roles and responsibilities of each consortium member.
3. The TIA/Department reserves the right to further verify any of the details submitted as part of this Tender response including verification of project references.

S.No.	Eligibility Criteria	Description	Documentary Evidence	To be met by
1.	Company Registration	<p>1) The bidder / consortium members should be a company registered firm under the Companies Act, 1956 (and amendments thereof)</p> <p>Or</p> <p>2) A partnership firm registered under LLP Act, 2008</p> <p>And</p> <p>3) The Bidder should be in operations from the last five years as on date of submission of bid</p>	<p>a. Copy of Certificate of Registration/Certificate of Incorporation</p> <p>b. PAN card</p> <p>c. GST registration</p>	All Consortium members
3.	Turnover	The Lead Bidder should have average annual turnover of at least Rs. 20 Crores during the last three financial years (FY 2019-20, FY 2018-19 and FY 2017-18) from IT / ITES services or supply and servicing of IT Hardware and	<p>a. Certificate from the Statutory Auditor on turnover details</p> <p>b. Audited Balance Sheets certified by CA</p>	All Consortium members

		<p>Infrastructure equipment</p> <p>The Consortium Member should have average annual turnover of at least Rs. 1.5 Crores during the last three financial years (FY 2019-20, FY 2018-19 and FY 2017-18))</p> <p>from Facility Management Services</p>		
4.	Positive Net Worth	<p>The Bidder / Consortium members should have positive Net Worth in each of the last three Financial Years (FY 2019-20, FY 2018-19 and FY 2017-18)</p>	<p>a. Certificate from the Statutory Auditor on Positive Net worth</p> <p>b. Audited Balance Sheets and Profit &amp; Loss statement</p>	All Consortium members
6.	Past Experience - Hardware	<p>The bidder / consortium should have successfully executed orders for supply and servicing of hardware and software in Government Organizations (PSU / Municipalities / Central or State Government Departments / Nationalized Banks) in India with total quantity of at least 1000 computers/laptops in the last 5 years with at least -:</p> <p>A. 1 Project worth Rupees 1.5 cr crores or more</p> <p>Or</p> <p>B. 2 Projects each worth Rupees 75 lakhs or more</p> <p><u>Note:</u> Projects mentioned to qualify for this clause should have completed installation/ commissioning, if applicable, and its maintenance phase should be on-going/ completed.</p>	<p>Citation details to be furnished on bidder's letter head along with copies of the purchase orders and letter of successful execution from the concerned Government Organizations (PSU / Municipalities / Central or State Government Departments / Nationalized Banks)</p>	All Consortium members
7.	Declaration of	The Lead bidder and/or	A Self Declaration	All Consortium

	Insolvency / Bankruptcy	consortium partner must not have been declared insolvent/ bankrupt or should not have filed for insolvency/ bankruptcy or in the process of being declared bankrupt before any designated authority	regarding Lead bidder and/or consortium partner Company not being bankrupt or in process of being declared insolvent / bankrupt	members
8.	Declaration of Blacklisting	The bidder and OEM should not have been blacklisted by the Central Government, State Governments, PSU or any Government Corporations in India, as on date of submission of bids	Self-Declaration for not being blacklisted on OEM's and Bidder's letter head separately (Refer to Annexure 7)	All Consortium members & OEMs
9.	Undertaking of Local Office	The Lead bidder should have a local office in the State of U.P. However, if the local presence is not there in the state, the selected bidder should give an undertaking for establishing the same within one month of award of the contract. Bidder can also have a contract or MOU with the Service Partner having more than 5 offices in different cities (Including Lucknow) of UP, and the company should have five years in operations in Uttar Pradesh	Undertaking on Company's Letterhead	Lead Bidder
10.	Undertaking from OEMs	<p>1. Bidder should either be computer &amp; peripheral hardware manufacturer or duly authorized by the OEM</p> <p>2. The bidder should submit valid undertaking letter for Hardware and System Software confirming following:</p> <p>a. OEM Undertake that the support including spares, updates, patches, security patches, fixes, bug fixes, for the quoted products shall be available for minimum 3 year;</p>	<p>1. Authorization letter to be issued by OEM of proposed smartclass hardware on OEM's letter head to be accompanied with Board resolution of OEM</p> <p>2. A letter of Undertaking by OEM on company's letterhead</p> <p>And</p> <p>Valid MAF for all equipment / device proposed as part of the</p>	Lead Bidder

		b. Confirm that the products meet the technical & functional requirements & Products quoted are latest version / specification and not the end of life.	project	
11.	Certifications	The Lead bidder should have valid ISO 9001:2008 Certificate	Copy of Valid certificate	Lead Bidder
12.	Human Resources	The Lead bidder should have a minimum strength of 100 IT / Hardware professionals with the company. In UP	A valid Certificate issued by Company's HR / Company Secretary	Lead Bidder
13.	Local office	The Lead bidder should have a local office in the state. However, if the local presence is not there in the state, the selected bidder should give an undertaking for arranging for the same within one month of award of the contract.	Undertaking on company's letterhead signed and stamped by authorized signatory	Lead Bidder
14.	Power of Attorney	A power of attorney / Board resolution in the name of the person signing the bid by Lead Bidder and Signed by all consortium partners.	Original Power of attorney / Board resolution copy	All Consortium members
15.	Service Center	The bidder / OEM should have at least one service center in U.P. And The bidder / OEM should have at least one service engineer in each district across U.P. for support & maintenance or submit a declaration to deploy one within 1 month of award of contract	Declaration of Service Centers in U.P. on Bidder's / OEM's letter head And Declaration of deployment of service engineer in each district across U.P. for support & maintenance	Lead Bidder
16.	Consortium Agreement	The Bidder / Consortium members should submit a valid consortium agreement, clearly declaring the lead bidder, and roles / responsibilities of all consortium	A valid, signed and stamped consortium agreement	All Consortium members

		members. The same should also clearly outline the OEMs and roles / responsibilities of each OEM in managing the scope of work as stated in this Tender		
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Note: The Bidder / Consortium are required to submit all the declarations, as per format provided in Annexures of this Tender Document

## 5.2. Technical Evaluation Criteria

Technical Proposal for only those Bidders who have been found to be in compliance with the Pre-Qualification Criteria mentioned above would be taken up for further evaluation.

The TIA/department reserves the right to check / validate the authenticity of the information provided in the Pre-qualification and Technical Evaluation criteria and the requisite support should be provided by the Bidder.

The Technical bid shall be evaluated as per the mandatory technical compliance as per the following:

S.No.	Technical Evaluation Criteria	Scoring Parameter	Documentary Evidence	Max Marks
1.	<b>DIGITAL CONTENT:</b> Approach and Methodology including ease of access/ quality of Digital Content	Bid Evaluation committee will assess the Digital Content, its usefulness and functionality including ease of access of the content and mark accordingly		10
2.	<b>Overall Approach and Methodology</b> (Teachers Training/ Helpdesk/ Planning & Timelines for completion of work)	Bid Evaluation committee will study the approach and methodology of the bidder towards his planning of completion of work including his approach towards training teachers, providing Help Desk along with functionality and brands of equipment proposed and mark accordingly		20

S.No.	Technical Evaluation Criteria	Scoring Parameter	Documentary Evidence	Max Marks
3.	Number of classes where the shortlisted Bidder have implemented Smart classroom devices.	<p>&gt;500 and <math>\leq</math> 1000 classrooms: 5 marks</p> <p>&gt;1000 and <math>\leq</math> 2000 classrooms: 10 marks</p> <p>&gt;2000 and <math>\leq</math> 3000 classrooms: 15 marks</p> <p>&gt;3000 classrooms: 20 marks</p>	<p>1) Copy of Work Order / Contract</p> <p>2) Project Citation as per citation format provided in the Tender</p> <p>3) Completion Certificate or Work in progress certificate Citation</p> <p>Or</p> <p>Self-Declaration signed by Authorized Signatory providing all the details of the project undertaken</p>	20
4.	Demo and Inspection of all the features of smart class in 5 schools for 15 days	<p>Acceptance criteria as defined in Section 4.37 and Annexure 15 of this Tender document.</p> <p>The marks would also be awarded based on demonstration and fulfilment of below functionalities by smart class device checklist</p> <ul style="list-style-type: none"> <li>• SCERT/NCERT/State Board Content</li> <li>• Cloud Based Digital</li> </ul>	<p>Acceptance and sign-off by department / officials nominated by department</p> <p><u>Note:</u> Department would hold the right to ask bidder(s) to demonstrate or give presentation in format suited to the department at</p>	50

S.No.	Technical Evaluation Criteria	Scoring Parameter	Documentary Evidence	Max Marks
		Content <ul style="list-style-type: none"> <li>• Ability of Planning and tracking of progress in the device</li> <li>• Installation and Integration of Department apps</li> <li>• Dynamic Dashboards</li> <li>• Question Bank</li> <li>• Ability of Teacher's to create question bank</li> <li>• Functionalities as per defined in Scope of Work section</li> </ul>	the end of 15 days of demo	
<b>Total Marks</b>				<b>100</b>

The minimum qualification marks for Technical evaluation stage is 70 out of 100. The bidders who score 70 or more during the technical evaluation stage would qualify for the Commercial evaluation stage. Following would be the additional considerations during the Technical evaluation stage:

1. Evaluation shall be done based on the information provided in the technical proposal (and subsequent clarification, if any).
2. In case the vendor fails to give a demo of 5 sample smartclass of the proposed make and model within 7 working days from the last date of bid submission, the bid shall be rejected.
3. During the field testing, the bidder needs to ensure the availability of appropriate specialist and necessary documentation. In case a bidder does not provide necessary specialist or documentation, the test will be carried out by nominated officials of the TIA in absence of it. The results of testing done by such officials shall be final and binding on the bidder.
4. The sample smartclass shall be technically qualified only if it successfully completes at least 15 days of testing in 5 government schools, as selected by the department.
5. The smart class will be uninstalled by the bidder after testing.



### 5.3. Commercial Evaluation Criteria

The date of the opening of the commercial bids will be intimated to the qualified Bidders before the due date through Email and shall also be published over website <http://uplc.in>, <https://etender.up.nic.in>.

The commercial bids for technically qualified bidders will be opened. Commercial bids, not substantially responsive or incomplete in any manner, are liable to be disqualified.

The technically qualified bidder with the L1 rates shall be selected. (L1 rate is the lowest rate discovered among financial bids submitted by the technically qualified bidders). Bidder should quote the prices inclusive of all applicable duties and levies etc.

The department shall be under no obligation to accept the lowest or any other offer received in response to this tender notice and shall be entitled to reject any or all offers, including those received late, or incomplete, without assigning any reason thereof. The department will not be obliged to meet and have discussions with any of the Bidder and / or to give a hearing on their representations in case of price negotiations, as the case maybe.

If there is any discrepancy in the Commercial Bid, it will be dealt as per the following:

1. If there is a discrepancy between words and figures, the amount in words shall prevail.
2. If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date up to which the bidder has to send his acceptance on the above lines. If the bidder does not agree to the decision of the department, the bid is liable to be disqualified and rejected.

### 5.4. Final Results

The bidder / Consortium with minimum financial quote, after having qualified in the technical evaluation stage, shall be invited for contract signing. In case the selected bidder / Consortium fails to sign the contract and initiate work within a stipulated time period, then the bidder / Consortium with second lowest quote after having qualified in the technical evaluation stage, may be invited for contract signing, at the sole discretion of the department.

The TIA shall intimate the successful Bidder through Email and shall also be published the result over website <http://uplc.in>, <https://etender.up.nic.in>

Any decision with regard to evaluation and publishing of results would be final and binding on all parties, and the department shall not be under any obligation to provide justification or share details of evaluation to any bidder of its nominated agencies / representatives.

## 6. Scope of Work

The entire scope of work is divided in following categories for ease of understanding and compliance by the bidder:

1. Supply and installation of smart class hardware, operating system, LMS including application software and digital teaching learning material in select schools provided by the state.
2. Configuration & setup of smart class hardware and software
3. Provide SCERT UP state relevant digital content, consisting of 2D/3D animations, audio and video material, which will be available syllabus wise and subject wise in cloud based repository for grade 6,7 and 8 covering all the subjects, for easy access by the teaching community which will be used for projecting in the classroom to explain difficult concepts with clarity.
4. The bidder while designing and implementing the smart class systems, needs to take into consideration that the schools are not airconditioned and are not acoustically designed. The electrical connections for smartclass will need to be provided by the bidder, the electricity Provisioning would be provided by the respective School Authority
5. SIM based data plans from atleast 1 service provider integrated on the laptop. The bidder needs to check and verify which SIM network works best in the school where the smart class needs to be setup.
6. Comprehensive maintenance of the smart class hardware and software including application, operating system for 3 years from the date of commissioning
7. Hosting of Digital teaching learning material on cloud based infrastructure, the content that is available should be such that it assists the teaching learning process in an effective and simple manner. The modules should have pause, play, fast forward and rewind options. Movement from one module to other (e.g.: one chapter to another or from animation module to assessment module) should also be easy, quick and user friendly .The setup of hardware and software should allow additional multimedia content in the form of video, lectures, animations, pictures, 2D/3D videos and additional questions in to the repository with ease. It should be possible to play the content in the offline mode once the download of this content is done on a local computer.
8. Training for teachers/headmaster on how to use the smart classroom and the content
9. Device Management including remote device management
10. Helpdesk and onsite support for repair and maintenance of smart class hardware and software
11. In case there is any change in the UP state SCERT course syllabus during the 3 years warranty period, then the vendor should provide an updated teaching learning material content which is aligned to the SCERT syllabus for the state.

### **6.1. Supply of smart class hardware & software**

The bidder shall be required to supply the smart class hardware and software at respective locations of 949 schools all across the Government Schools in the state of Uttar Pradesh. The List of the locations is provided at Annexure 14 of this Tender document.

All the laptops provided should have one SIM slot. All the equipment shall be supplied with the relevant interface cables and necessary standard accessories, including ISI standard, 2 or 3-pin 5-amp power plugs (as required).

The electrical connections for smartclass will need to be provided by the bidder, the electricity Provisioning would be provided by the respective School Authority

The detailed specifications are provided in Annexure 13 of this Tender document.

### **6.2. Configuration of smart class**

The bidder shall be required to configure the different hardware and software components of smartclass. Following are required to be configured but not limited to:

1. Operating systems, patches, updates, as required.
2. Logo and screen etc. as per directions of the department. The bidder shall be required to paste non-removable label/sticker on the smart class hardware and other peripherals etc. with details of bidder's name, address, contact detail, service center/ helpline number and warranty expiry date etc.
3. Default settings for the hardware and software without provision of changing the default settings
4. Installation of operating system, software application and digital teaching learning material
5. User access and authentication with no admin rights
6. Remote access and management including automatic push and pull of updates, patches, security settings, performance logs, etc.

The bidder shall setup the smart class on a sample basis for acceptance testing as required by the Department. The proposed device must comply with the Acceptance Test Procedure mentioned in Annexure 15 and standards mentioned in this Tender.

### **6.3. SIM based data plans**

The bidder shall be required to provide the SIM Card of any operator whose data services are available at respective places (Variety of Sim cards operators can be possible as per availability of network). For these sim cards, fixed data plan of minimum 10 GB/month for the selected schools needs to be provided by the bidder.

The SIM and data plan should be from atleast 1 telecom service provider. Payment for the monthly plan and Cost of Sim Cards to be borne by Bidder only.

#### **6.4. Installation of Apps**

The Bidder shall be required to install and configure various apps as defined by the department from time to time. Following is the apps that need to be installed for the first time:

1. DIKSHA – The laptop should allow downloading of learning content from DIKSHA platform, max 50 MB per content, as required, to aid in day to day teaching in Government schools, as per defined guidelines by the department
2. PRERNA
3. MANAV SAMPADA
4. SAMARTH

Please refer to the introduction section of this Tender for details on such apps, as well as refer to provisioned mentioned in the GO related to PRERNA Technology Framework. Please note that the above list is only indicative, and the department shall provide the final list of apps to be deployed to be successful bidder.

#### **6.5. Packaging of the Hardware**

The Bidder shall be responsible for suitable packaging of the hardware and peripherals that will be used for smartclass.. Each package would contain the month and year of manufacture, manufacturer's serial number and barcode printing of manufacturing details. Stickers containing the manufacturer's serial number and barcode printing of the serial number with one number should be stuck outside the Carton box, in the Warranty manual and in the acknowledgement form. Detailed instructions regarding this aspect would be issued to the Successful Bidder(s) by the Department of Basic Education, U.P. The Successful Bidder should furnish the service center details in each carton box to enable the beneficiaries to contact the appropriate service center in case of necessities. Similarly, the toll-free telephone number also should be prominently displayed in the user manual to facilitate the beneficiaries.

Following as per the key requirements but not limited to:

1. All hardware's model number, batch number and serial number
2. User Manual in Hindi and English in soft or print format.
3. Do's and Don'ts instruction leaflet in Hindi and English.
4. A brochure containing help desk logo having website address, call center telephone numbers shall be placed in the warranty card, user manual, Do's and Don'ts instruction guide in Hindi and English.

5. Names and addresses of Service centers, Telephone numbers and also the supervisor's name, address and telephone numbers to enable the end user to contact the supervisors in the event of poor service by the authorized service personnel.
6. Two number of removable barcode stickers containing the manufacturer's serial number. This should be as per the format prescribed by Department of Basic Education, U.P.

### **6.6. Supply of Smart Class hardware & software to all locations**

The Supply of smartclass components including hardware and software to the select locations across Uttar Pradesh, as provided by the Department shall be the responsibility of the Bidder. The supply of smartclass components shall be made at the school level, where the teachers / headmasters of designated government schools shall collect from.

The Bidder shall ensure that:

1. All the components of smartclass are packed and labeled properly preferably using a barcode sticker
2. The smartclass components are supplied to all intended locations till school level across the state
3. The hardware, manuals are unpacked and handed over to the intended User at the respective school locations and log of the same shall be maintained which is signed off by both intended User and the Vendor defining the successful handover
4. The knowledge transfer, training and necessary hand holding on using the smart class to the intended User is provided as needed

The supply and distribution shall also include any insurance that may need to be taken, to cover the damages to smart class hardware during transit. The type and cost of such insurance shall be communicated to the department in writing during contract signing stage and shall be completely borne by the Bidder.

Additional considerations:

1. The equipment and Services under this contract shall be supplied, commissioned and installed at the respective locations of Schools.
2. The Supplier shall adhere to all the technical as well as commercial terms irrespective of the location of the site.
3. All hardware and peripherals shall be supplied in full as per ordered configuration and quantity for acceptance testing. The Hardware which does not comply with the technical specification will not be accepted under any circumstance.
4. Insuring the goods in transit is the responsibility of the suppliers.

5. The items should be delivered at the distribution center on F.O.R destination basis and items should be handed over to the officials/acceptance teams concerned at the locations. The list of locations and respective quantities will be provided to the successful Bidder.
6. The successful Bidder shall send a status report on delivery in the format to be prescribed in such intervals as may be required by Department of Basic Education, U.P from time to time till the execution of the entire order.
7. The Successful Bidder shall undertake to supply spares free of cost for the maintenance of the offered items for a period of one year. At least 5% of critical hot spares should be maintained till the completion of the warranty period. The Successful Bidder should keep the 5% spares available for sale at least for a period of two years after the completion of the warranty period.
8. A leaflet containing the details of the System Integrator responsible to attend the installation, warranty services at each geographical area, name and designation of the contact persons and Centre in-charge, higher level in-charge who is responsible to oversee the service centers, person to whom complaints can be made in case the service provided by any center is not satisfactory, phone, fax, mobile numbers & email address must be provided along with each peripheral delivered. This would enable the intended User to directly approach the Vendor not service center in the event of repairs. These details also should be provided to Department of Basic Education, U.P. This would be published on Department of Basic Education, U.P. website.
9. If within a month of delivery and commissioning but within the warranty period, the operation or use of the equipment proves to be unsatisfactory, the Successful Bidder shall replace the faulty ones or carry out necessary repairs as per the warranty terms and conditions agreed upon Department of Basic Education, U.P.
10. In case the Successful Bidder fails to carry out the warranty regulations, Department of Basic Education, U.P would engage any other operator and carry out the services/replacement and deduct the amounts from the warranty amount retained Department of Basic Education, U.P. as per the Payment terms or from their pending bills or any money due or payable to them
11. Depending upon the ground situations and information from the District officials regarding failure in maintaining acceptance ratio/ warranty/ service delivery etc. on the bidder's part, Department of Basic Education, U.P. reserves the right to divert the supply of all Hardware peripherals from the allotted Successful Bidder.
12. The intended users will provide a sign off after successful handover of the smartclass hardware, software and related peripherals and manuals, required knowledge transfer at the school level.

## 6.7. Comprehensive Maintenance (CMC / AMC) of smartclass

The Bidder shall be responsible to provide comprehensive maintenance for all the smartclass components including hardware, operating system, application software, digital content, etc for a period of 3 years from the date of commissioning of the same. The CMC / AMC shall be provided directly through the OEM / Smart Class hardware manufacturer / Authorized Service Provider to ensure the department gets good after sales support in case of breakdown and breakage of any hardware /software component of the smartclass.

The comprehensive maintenance shall include but not limited to the following:

1. Complete maintenance, support, repair and configuration of hardware, software, digital content, SIM based data plans as well as other related parts and accessories.
2. Replacement of defective components with the new one to ensure trouble free and efficient service of the smartclass during the contract period.
3. Any problem arising due to hardware defect, software problem or resulting from virus will be covered in the maintenance.
4. In case any component of smart class is taken for repair, responsibility of corruption in the data back-up data, as applicable, shall be borne by the vendor. Losses if any in all such matters shall be compensated by the vendor, as required.
5. Preventive maintenance of all hardware items. For example, dust removal, cleaning, etc.
6. Preventive maintenance of software and applications against viruses, spywares and all unwanted software and removal of problems arising as a result of unwanted software.
7. The responsibility of backup and retrieval of data during maintenance and service of the equipment shall be with the vendor

## 6.8. Cloud based Content Management System

The Bidder shall be required to provide Cloud services through a Meity empaneled Cloud Service Provider. All the content and relevant database (as applicable) shall be required to be hosted on the cloud and accessed as well as managed centrally through this cloud. The Bidder is encouraged to explore the various services offered by these empaneled CSPs and negotiate the price for such services as required. The cost of Cloud Services needs to be provided as part of the Commercial Bid, as per format provided in Annexure 19 of this Tender document.

The Cloud Services needs to be made operational within 30 days of award of contract to the successful bidder. Following are the content and databases that needs to be managed after hosting over the Cloud:

1. Device Management – The details of Device management are provided in the subsequent section



2. Digital teaching learning material – The digital teaching learning material supplied with smartclass is the study material in digital format aligned to the syllabus of Uttar Pradesh SCERT schools. The digital material needs to be stored on cloud and it should be easily accessible for the teaching community. The material should be allowed to be played in the smartclass in online mode as well as offline mode. The content should be downloadable on the local computing device. The cloud should also allow for changing the digital content, either adding new content or removing/replacing of any content.
3. Patches, Security updates, configuration etc. that may be required to be pushed to all components of smart class from time to time as per requirements and directions of the department

The Bidder shall also be required to configure required MIS and analytical reports to get meaningful insights from these databases. The details of form and type of such insights required by the department would be shared with the successful Bidder.

### **6.9. Device Management including Remote Device Management**

The Bidder shall ensure that all performance related data of all computing devices supplied as part of this RFP across the state are captured and uploaded automatically over the Cloud for reference and necessary action of the department. The Bidder shall configure the Device management dashboard to provide real time comprehensive view of performance of all the computers from across the state.

Following are indicative Device Management parameters for reference:

1. Detailed configuration of each device
2. List of application installed
3. Data logs, Battery status, uptime, websites accessed,
4. Data Status on updates, security breaches, cyber-attacks etc.
5. Breakdown, repair status
6. Unauthorized access, software downloads and installation, as well as any other attempts which is against the general guidelines of using the computing device by every User
7. Application management Installing and updating apps on your Windows 10 laptops, control of apps that are being deployed
8. Security management to lock the device if its lost
9. Monitor the status of your Windows devices by generating updated reports.
10. Lockdown devices to run a specific app or a set of apps with single app and multi app Kiosk mode.



11. Audit and reports: app based reports and hardware based reports
12. Configuring and deploying applications to the computing devices
13. Content management for downloading the content from the cloud on to the local disk

The Bidder is encouraged to explore various device management solutions commercially available in the market and propose possibilities and innovative ways to ensure that the device management dashboard is user friendly and helps in fact /data based faster decision making by the department officials.

Please refer to the detailed requirements of Device Management provided in Annexure 17 of this Tender Document.

## **6.10. Helpdesk and Onsite support**

The Bidder shall be required to set up a centralized Helpdesk support for logging issues and complaints from various stakeholders and resolving them in time bound manner.

The Bidder shall deploy adequate manpower at the centralized Helpdesk center, including operators and IT Managers who would provide L1 support.

Bidder shall in addition maintain manpower of at least 1 for each District and 3 for State level reporting (collectively referred as 'IT Coordinators'). Minimum qualification for manpower shall be any graduate with good Computer, Hardware, Networking and communication skills (both Hindi and English) who can manage smart class hardware and software components on site, install software provided by the Department, and provide training, orientation as well as hand holding to different stakeholders.

List of all Manpower to be submitted within 40 working days from the date of issuance of Work Order.

### **6.10.1. Helpdesk**

The helpdesk service will serve as a single point of contact for all ICT / Hardware related incidents, information and service requests as well as grievance redressal. This shall function as a Single Point of Contact (SPOC) and resolution and tracking status of incidents.

The Helpdesk shall undertake the following activities:

1. Log issues / complaints / Grievances related to smart class components including Application, Hardware, digital content, Data Connectivity, etc. at each location identified by the department,
2. Grievances related to services availability and quality etc., as under different categories and issue an ID number against the issue / complaint / Grievance
3. Assign severity level to each issue / complaint / Grievance

4. Track each issue / complaint / Grievance to resolution. Track each issue / complaint to resolution. Maintain Audit trail for each issue logged
5. Escalate the issues / complaints / Grievances, to State / Department Authorities if necessary, as per the escalation matrix defined in discussion with the department
6. Provide feedback and resolution to the callers
7. Follow up on the collection of reports, revisit and recording general feedback / complaints on the services provided in the Government schools

The services must be available in at least two languages, viz. Hindi and English. A call at the helpdesk will be defined as successful registration of the call and a complaint ticket is generated in the system, or successful dissemination of information sought by a User. All calls will be monitored as per the call logs generated from the system. It is also proposed that the issue / complaint / Grievance statistics should be analyzed and also a knowledge base, based on frequently asked questions to aid the users, should be created in the long run.

It is required that the Helpdesk shall have a couple of parallel lines of Toll-free number (1800 series number from a telecom service provider) and Operators. The Bidder shall set up the below channels of communication for Helpdesk:

1. Dedicated Toll-Free Phone Numbers (at least 2) – To be provided by the Bidder
2. Specific e-mail account – To be set up by the Department

It is required that IT Managers are deployed at the Helpdesk center, who will be responsible for handling all Level 1 IT and Hardware issues related to the different components of smartclass at all locations. The IT manager shall be responsible for providing remote assistance to all Government schools if required, and further assigning the call to district level IT support team, for personal visit in cases where the remote assistance is not possible to resolve the issue. On getting the required information about the issue from the IT manager, the district level IT coordinator should provide all necessary assistance in resolving the IT issues onsite and log the status update with the Helpdesk for closure.

The Bidder shall be responsible for providing an incident management system (CRM) for logging and tracking the incidents / issues / grievances through defined channels of communication, as well as recording facility of the calls for audit purposes. All such call records shall be stored on the Cloud for a period upto 90 days, and then deleted automatically. Also, the call logs and incident reports with Audit Trail, as automatically generated through the system, shall be stored on the Cloud for monitoring purposes.

The bidder shall include the cost of the above in their commercial bid, as separate line items, defining per unit cost and total cost.

### 6.10.2. Onsite Support

Bidder will provide 3-year standard onsite warranty support from date of final delivery and acceptance by respective schools or end user. In addition, the Bidder shall ensure the following:

1. Set up Service Centers in all Districts of the state which would be responsible for any kind or repair, configuration, installation, replacement of parts or whole, etc. to all smartclass components that may be brought by the IT Coordinators
2. Deploy District Coordinators who shall be responsible for providing support to all government schools within their designated area for any kind of after sales support, in coordination with centralized Helpdesk support services
3. Any kind of handholding, orientation, training support, as needed by the intended Users. It is planned that all such sessions shall be conducted at the school level however the district IT Coordinators should be able, willing and flexible to visit any government school if required
4. Inspection of on ground situation in government schools, periodically as defined by the department, and report to the department for any corrective / supportive action as may be required

Bidder shall also arrange to repair / replace the defective device as per defined Response and Resolution times of placing a call. The District level IT Coordinators may move around in tandem to cover all Government schools under their designated area, as required.

At least 5% of critical hot spares should be maintained till the completion of the warranty period and operate their services.

The overall model of the Onsite support shall be as follows:

1. The issue shall be logged by the intended User at the centralized Helpdesk and then handover the defective / problematic smartclass component to the District IT Coordinator at the school premises or intimate about the defective software application or digital content. The intended User directly approach the IT Coordinator as request him to log a ticket at the Helpdesk
2. The district IT Coordinator shall provide the ticket number with probable duration of resolution of the issue i.e. repair / replacement / configuration / installation etc. service
3. The district IT Coordinator may try and resolve the issue onsite or take it to the District Service Center for further service.
4. Upon successful resolution of the issue, the district IT Coordinator shall deliver the smartclass component (either replacement or repaired) at the school where the component was found to be defective.

As far as possible the IT coordinators shall try and resolve the technical issues with smartclass onsite. If the issue is not possible to be resolved onsite, they may send the hardware for further

repair, replacement and configuration, as the case may be, to the centralized support provided by OEM / hardware manufacturer at each district of the state.

The basic qualification of the IT Managers and IT Coordinators are mentioned below:

1. Graduate
2. Basic Computer skills – Installation, Configuration, settings etc.
3. Basic Hardware / Networking skills – computer, and related accessories
4. Soft skills – Communication (written and spoken) skills in Hindi and English

If the resolution is likely to take 3 or more days, the IT Coordinator shall provide a replacement hardware component for the smartclass till such time the original hardware component is repaired and handed over again to the intended User. There should be no interruption to the availability of smartclass in schools

The bidder shall include the cost of manpower as per above requirement, in their commercial bid, as separate line items, defining per unit cost and total cost.

The staff deployed at State/ District shall be responsible for monitoring and maintenance of all peripherals which would also include facilitating rectification of faults and working with Department etc.

### **6.11. Security Provisions**

The proposed solution from the Bidder should be able to establish single sign-on / multi factor authentication and should be able to establish a secure connection between the smartclass and the application as defined in this Tender document.

### **6.12. Additional Requirements**

Additional requirements on the Scope of work for successful vendor is given below:

1. The Vendor shall be responsible for supply, testing and maintenance of smart class including the hardware and software components as per the minimum specifications given in the Tender.
2. The vendor shall be responsible for delivery and acceptance testing of the equipment (and its accessories) at site of the order and for making them fully operational within 60 to 90 days for all locations in the state from the date of issuing Work Order.
3. The Vendor should depute its technically qualified representatives for configuring and testing the delivered quantity of smart class infrastructure in presence of the designated officer of the department. The designated officer from the department will inspect all the supplied devices and provide sign-off on acceptance report after successful testing.
4. The Vendor at the destination site, in the presence of intended User / Department representative, shall deliver and demonstrate the equipment and its peripherals. This

demonstration should involve familiarization with functionalities and Do's & Don'ts regarding supplied equipment.

5. The Vendor shall provide support to the Department / Intended User in reference to faulty devices. They shall be required to replace/fix/provide resolution as per the Service levels mentioned in the Section 8. The entire cost of replacement including transportation from the Manufacturing Plant, or Port of Landing to the location should be borne by the concerned vendor.
6. The Vendor shall ensure that all the devices offered are as per the approved specification. No item with short supply or with different technical specifications shall be accepted in any circumstances.
7. The Vendor shall provide packing to prevent damage or deterioration of the goods during transit to their final destination. The packing should be sufficient to withstand, without limitations, rough handling during transit and exposure to extreme temperatures and precipitation during transit and open storage.
8. The Vendor needs to ensure that every device is provided with a carry case to protect the device from regular wear and tear.
9. The vendor needs to ensure that all the smartclass related hardware and peripherals are kept in a lockable housing facility for the safety and security. The entire system shall be placed in a single cabinet with floor bearing and floor supported to keep it strong and stable. The cabinet shall be such that all hardware is placed in it with a hidden speaker system, concealed wiring.
10. The Vendor shall provide necessary software and technical document including drivers, installable(s), manuals, to enable Department/Consignee/Buyer in using devices and also integrating these devices in their existing/new business applications
11. The Vendor shall provide technical support / guidance to the Department / Intended User and shall nominate a Technical SPOC who would provide technical assistance to the Department / Intended User in reference operating the devices and applications.
12. The Vendor shall be responsible for providing training to the Department / Intended User. The training would include basics of the devices, key functionalities and features, usage guidelines, safety measures, etc. The training locations shall be decided by department and shall be informed to the Vendor at the time of issuing Work Order.
13. The supplied smart class hardware and software should carry a 36-months comprehensive on-site warranty. The warranty period for all supplied items will commence immediately from the date of acceptance sign-off from the designated officer from the department. The warranty should cover all the components including Patches and upgrades (free of cost) of the device drivers, operating System and provided accessories.

14. The devices will only be repaired by authorized service centers or authorized service engineers of the OEM. For this purpose, the device will be collected and returned by the Vendor from Government Schools. The vendor should be responsible for taking the device to the OEM's service center / engineer and returning to the intended User at the location. The OEM should be responsible to provide warranty and support once the device arrives at the service center.
15. In addition to warranty as mentioned in above clause, the Vendor should, during the above said period replace parts, if any, and remove any manufacturing defect, if found, so as to make the device fully operational. The replacement of the device should be done free of cost in case of any manufacturing defect during the initial 6 months.
16. The Vendor shall establish a software-based complaint redressal system to register the complaint about hardware and software issues and will also maintain a log of issues, time and date of receipt of call, cause / nature of problem (network, hardware etc.), date & time of resolution provided etc. The Vendor should also have a centralized help desk with a toll-free telephone number and a dedicated email id for after sales/technical support. The working hours for operator at Helpdesk toll free number for the same should be from 9:00 am to 6:00 pm on all working days, while email shall work 24\*7\*365.

### **6.13. Technical Specifications for smartclass**

The technical specifications and related requirements are provided as separate Annexure to this Tender Document. The Bidder can offer a higher / latest specification without changing the make and model of the product. However, if any particular model becomes obsolete and such certificate is produced by the OEM with supporting document showing the replacement of the existing model with new model with higher specifications without any additional cost, the Department will consider replacing the existing model with new model. Purchase and Supply of products other than Make and Model mentioned in the tender / Corrigendum should be construed beyond the purview of this tender.

The indicative volume of smartclass infrastructure to be provided under this tender is specified in the beginning of this section. This is subject to modifications at the time of issuance of Work Order. The department reserves the right to alter/modify the numbers as per the project need. However, the extent of the volume change shall be restricted to (+) plus or (-) minus 10% of the specified volume.

### **6.14. Period of Contract**

The Contract period shall commence from the date of signing of contract and shall remain valid for 90 Days post expiry of warranty of three (3) years.

The contract will be valid for a period of 3 years after successful GO-LIVE of operation and maintenance and may be extended up to another 1 years upon mutual agreement. The GO-LIVE period will be 3 months from the date of signing of the Agreement.

## 6.15. Anti Virus

Anti Virus to be provided across all systems.

The successful bidder to provide an Anti Virus which should be able to provide total protection, including comprehensive protection for the systems and should be able to guard against the latest threats – block viruses, malware, ransomware, spyware, unwanted programs. It should be Total Security (For systems & Internet Security addressing Threats and providing Remedies) with periodical updates for entire period of contract.

## 6.16. Content Management

1. Multimedia Educational Content as per State Board SCERT syllabus in regional language medium content will have to be supplied with each equipment.
2. In general, the contents have to be Curriculum aligned
3. Concepts should be explained through good and effective graphics, and animations based on imaginative analogies
4. The multimedia educational content should be categorized class wise and subject wise
5. In case of any change in syllabus at any point of time during contract period, the bidder must supply Educational Digital Content on new topics incorporated, changed topics without any additional payment
6. Curated digital learning software should include multimedia, animations, videos, assessments and worksheets etc
7. Interactive: Multimedia contents should provide many interactions during the use of Multimedia Educational Content. There should have a facility whereby a teacher/student can stop at any point and restart after a pause from the same point in the topic. All modules should have pause, play, fast forward, index, assessment and rewind facilities
8. The bidder should create content policies/rules such that users cannot access any restricted/explicit/inappropriate content over the device. The bidder should restrict usage of Over the top (OTT) content as well. The bidder is expected to maintain a comprehensive list of whitelisted and blacklisted websites which the users can and cannot access.

## 6.17. Training

Key training requirements of the Bidder are listed below:

- i. Conduct training need assessment and prepare a detailed training strategy. Such strategy shall provide training set-up details, training approach and methodology, training plan etc
- ii. Training Materials, Applications, User Manual and Completion Reports



- iii. Bear the expenses towards training, quoted as part of the Financial Proposal submitted
- iv. Training materials should be revised continuously and kept in sync with the latest version of LMS and the hardwares
- v. Provide hands-on training on the hardware, software application such that users are conversant with the functionalities, features and processes built in the solution
- vi. Upload electronic copy of latest training materials in the system, which the trainees can download and view
- vii. Submit Attendance Record of the attendees (in Hard copy) along with the session plan for the day
- viii. Deploy adequate training resources
- ix. Deployed trainers should be fluent in speaking Hindi and English
- x. The Bidder shall however be responsible for training, orientation, and handholding of the School headmaster / Principal so they can further train the teachers accordingly
- xi. The Bidder should not hire additional manpower for training purpose. All the IT Coordinators/Managers are expected to be used for training purpose
- xii. The Bidder should follow the guidelines/protocols as decided by the Government for Covid-19 situation at the time of training

The suggested sessions for training along with no. of days required as well as no.of hours are:

S.No.	Module	Training Hours per day(max)	Days	Total hours
1.	How to use the School Management Solution	8	1	8
2.	Introduction to Multimedia Content			
3.	Integration of Multimedia Learning Modules in Regular Teaching			
4.	Classroom Management Skills			
5.	Up keeping of the equipment			
6.	Fault Recognition and reporting			
7.	Q&A session			

The training plan must be submitted to the department for their approval.

### 6.18. Pre-Delivery Inspection

The TIA/Department through its nominated agency or committee shall conduct a Pre-delivery inspection and Quality Control Testing of devices. The Inspection shall be conducted prior to shipment of Goods by the Smartclass device supplier. Only after the PDI team clears the goods, they will be allowed to be moved to the distribution point. The device supplier should intimate the details of the Lots offered for inspection at least 15 days prior to the scheduled delivery date



for delivery of devices to the clusters. Although the department holds the right to randomly inspect any lot for Pre delivery inspection and Quality Control Testing.

## 7. Project Timelines and Payment Terms

### 7.1. Project Timelines

The success of the project is dependent on meeting the aggressive timelines for supply of smartclass, and quality of after sales services.

The overall timelines for supply and commissioning of smartclass is 60 days for all districts from the date of issuance of Work Order. **The Annexure 14** provides the list of districts and schools. The supply of smart class may be in different lots to different locations; however, it is important that the vendor adheres to the overall timelines for supplying the smartclass infrastructure at all locations within the state.

The after sales support shall commence immediately after the smartclass is installed/configured/ready to use and the teacher/HM is trained to use the same at each and every location defined by the department.

### 7.2. Payment Terms

The UPLC (Subjected to fund availability from Department) after confirmation with department shall make the payment to the vendor against delivery, successful testing and quality after sales support, subject to receipt of invoice accompanied by all necessary documents. The TIA shall review the service level adherence (as in Section 7.2) by the Vendor before making the payment. The TIA will make payment to Vendor after adjustments against the penalties levied with respect to the SLAs.

The payment milestones are defined as below:

S.No.	Milestone	Payment % of Total Project Cost	Frequency	Remarks
1.	Procurement, configuration, installation, supply and distribution of smartclass infrastructure at all locations specified by the Department	60%	One Time	1 <sup>st</sup> Year, within 60 to 90 days from issuance of Work Order, subject to meeting SLAs
2.	After Sales Support, AMC	10%	Quarterly	1 <sup>st</sup> Year in equal quarterly installments,

	/ CMC and Helpdesk			subject to meeting SLAs every Quarter
3.	After Sales Support, AMC / CMC and Helpdesk	10%	Quarterly	2 <sup>nd</sup> Year in equal quarterly installments, subject to meeting SLAs every Quarter
4.	After Sales Support, AMC / CMC and Helpdesk	20%		3 <sup>rd</sup> Year in equal quarterly installments, subject to meeting SLAs every Quarter

Additional considerations:

1. All payments will be made in INR only.
2. No advance will be paid, or no letter of credit will be issued.
3. 60% payment after successful inspection, delivery of the ordered goods (Smartclass infrastructure). The inspection will be done as decided by the TIA. The payment shall be made on installation of the ordered goods/ Software's/ Applications/ Registration provided by Director General, School Education U.P. /Department of Basic Education, U.P (smartclass infrastructure).
4. Remaining 30% payment will be made on quarterly basis after audit of invoices and deduction of penalty, if any applicable. The details of this is provided in the table above
5. Any upward/downward revision of taxes (GST) shall be applicable at the time of invoicing. However, to arrive at the bid value of the respective bidder, bidder has to quote the charges inclusive of all taxes mentioning the prevailing tax rates.
6. The Duties and Taxes as applicable at the time of supply within the Delivery Schedule specified in the Tender will be paid. In case, the Duties and/or Taxes have been reduced retrospectively, the successful bidder is liable to return the same.
7. The Successful Bidder will have full and exclusive liability for payment of all Duties, Taxes and other statutory payments payable under any or all of the Statutes/Laws/Acts etc. now or hereafter imposed.
8. The invoice may only be raised by the bidder if necessary, documentation supporting the acceptance of required good and related services is provided by the department in writing. These supporting evidences along with the invoice is mandatory to get the payment processed by the TIA. Payment shall be made within 30 days of the submission of invoices.
9. The payment will be subject to fulfilment of warranty obligations.

## 8. Service Levels and Penalty Terms

Service Level Agreement (SLA) shall form part of the contract between the Department and the Vendor. SLA defines the terms of the Vendor's responsibility in ensuring the timely delivery and the compliance to the Performance Indicators as detailed in this Tender document. The Vendor shall comply with Service Levels requirements to ensure adherence to timelines, quality and availability of services.

The Department shall have the right to expect the following service levels as also to impose penalty on Vendor on its failure to meet them as under:

S.No.	Description	Service Level	Applicable Penalty
1.	Supply and complete acceptance testing for 100% of the ordered quantity at all locations of device(s) within 90 days of issuance of Work Order by the Department	60 to 90 days	No Penalty
		90 to 150 days	0.5 % (the value of undelivered and / or not accepted quantity) per week or part thereof, for every subsequent week subject to a max of 8 weeks.
		> 150 days	The Contract shall be terminated and the PBG shall be forfeited.
2.	Resolution of any hardware or software issue related to the Device(s) during the maintenance period through helpdesk support.	Within 2 working days from the date of reporting of issue	No Penalty
		> 3 - 14 working days	The vendor shall provide temporary replacement of device(s) in which the issue has been reported. Failing to do so will attract penalty of Rs. 500 per day per reported device
		> 14 working days	Rs. 1000 per day per reported device, maximum upto 60 days, post that the department shall reserve the right to terminate the contract and forfeit the PBG

3.	Updation of profile settings, patch updation, security content updation, Anti virus updation etc.	Within 15 days of updates launched	<ul style="list-style-type: none"> <li>• 1-15 days: No Penalty</li> <li>• &gt;15 days: Rs. 1000 per day</li> </ul>
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Note - Public Holidays as declared by Government of Uttar Pradesh will be excluded for the above downtime calculation.

The vendor is advised to keep provision of adequate supplied hardware as spare at District level for business continuity in case of any breakdown of the devices.

SLA adherence reports must be generated by the Vendor and the same should be submitted to the TIA/department on a monthly basis. This would be used for monitoring of SLA and calculation of penalties (if any). The TIA/department at its own discretion may verify the SLA performance reports and penalties through any means necessary, and decision of the TIA in all such matters shall be final and binding on all parties.

The department / intended User will make a complaint about the equipment / service through e-mail, phone, at the Helpdesk Centre managed by the Vendor.

The Vendor shall establish a software-based complaint redressal system to register the complaint about hardware and software issues and will also maintain a log of issues, time and date of receipt of call, cause / nature of problem (network, hardware etc.), date & time of resolution provided etc. Reports on a monthly basis should be submitted for service level monitoring. The assignment of ticket to the IT Manager or IT Coordinators at district level should be immediate. Any delay on the part of assigning the ticket would be viewed as non-compliance of after sales service parameters.

The penalty will be charged as explained above. If the total penalty reaches an amount equal to or more than 10% of the order value, the TIA shall invoke the Performance Bank Guarantee (PBG) as required.

## 9. General Terms

### 9.1. General Instructions

1. While every effort has been made to provide comprehensive and accurate information and requirements, Bidders must form their own conclusions about the interventions, propose suitable hardware /software and after sales support, as well as other support areas needed with respect to the scope of work, in order to meet the wholistic requirements of the project

2. All information supplied by Bidders may be treated as contractually binding on the Bidders, on successful award of the assignment by the department based on this Tender document
3. No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of the department. Any notification of preferred Bidder status by the department shall not give rise to any enforceable rights by the Bidder
4. The department may cancel this public procurement at any time prior to a formal written contract being executed by or on behalf of the department
5. This Tender document supersedes and replaces any previous public documentation & communications, and Bidders should place no reliance on such past communications
6. Bidders are required to follow the professional conduct during the entire contract duration, and must not indulge in promotional or marketing activities, media interactions, activities outside the stated scope or alliances / partnerships other than those declared in their proposal. All the public updates and media interactions will be managed by the department or by a nominated nodal person / organization on behalf of the department
7. All bids must be received by the department on e-Procurement portal before the time and date specified in the schedule of the tender notice. In the event of the specified date for the submission of the proposal being declared a public holiday by the Government of Uttar Pradesh, the offers would be received up to the appointed time on the next working day. The department may, at its discretion, extend this deadline for submission of offers by issuing corrigendum and uploading the same on e-Procurement portal.

## **9.2. Interpretation, Ambiguity and Priority**

### **9.2.1. In this Agreement/RFP, unless otherwise specified:**

- (a) references to Clauses, Sub-Clauses, Paragraphs, Schedules and Annexures are to clauses, sub-clauses, paragraphs, schedules and annexures to this Agreement/RFP;
- (b) use of any gender includes the other genders;
- (c) references to a 'company' shall be construed so as to include any company, corporation or other body corporate, wherever and however incorporated or established;
- (d) references to a 'person' shall be construed so as to include any individual, firm company, government, state or agency of a state, local or municipal authority or government body or any joint venture, association or partnership (whether or not having separate legal personality);
- (e) a reference to any statute or statutory provision shall be construed as a reference to the same as it may have been, or may from time to time be, amended, modified or reenacted;

(f) any reference to a 'day' (including within the phrase 'business day') shall mean a period of 24 hours running from midnight to midnight;

(g) references to a 'business day' shall be construed as a reference to a day (other than a Sunday) on which banks in the state of Uttar Pradesh are generally open for business;

(h) references to times are to Indian Standard Time;

(i) a reference to any other document referred to in this Agreement is a reference to that other document as amended, varied, novated or supplemented at any time; and

(j) all headings and titles are inserted for convenience only. They are to be ignored in the interpretation of this Agreement.

(k) Term Vendor and Selected Bidder has been used for the same entity i.e. bidder selected for the project.

(l) all measurements and calculations shall be in the metric system and calculations done to two decimal places, with the third digit of five or above being rounded up and below five being rounded down except in money calculations where such amounts shall be rounded off to the nearest INR.

### **9.2.2. Ambiguities within Agreement**

In case of ambiguities or discrepancies within this Agreement, the following principles shall apply:

(a) as between two Clauses of this Agreement, the provisions of a specific Clause relevant to the issue under consideration shall prevail over those in a general Clause;

(b) as between the provisions of this Agreement and the Schedules/Annexures, the Agreement shall prevail, save and except as expressly provided otherwise in the Agreement or the Schedules/Annexures; and

(c) as between any value written in numerals and that in words, the value in words shall prevail.

### **9.2.3. Priority of documents**

This Agreement, including its Schedules and Annexures, represents the entire agreement between the Parties as noted in this Clause. If in the event of a dispute as to the interpretation or meaning of this Agreement it should be necessary for the Parties to refer to documents forming part of the bidding process leading to this Agreement, then such documents shall be relied upon and interpreted in the following descending order of priority:

(a) This Agreement along with

(b) NDA Agreement,

(c) Schedules and Annexures;

(d) the RFP along with subsequently issued corrigenda

(e) Technical and financial proposal submitted by the successful bidder, to the extent they along with subsequently issued clarifications furnished by the Implementation Agency in response to the RFP, to the extent they are not inconsistent with any terms of the RFP.

For the avoidance of doubt, it is expressly clarified that in the event of a conflict between this Agreement, Annexures / Schedules or the contents of the RFP, the terms of this Agreement shall prevail over the Annexures / Schedules and Annexures / Schedules shall prevail over the contents and specifications of the RFP.

### **9.3. Scope of Work**

Scope of the work shall be as defined in Section 6 and related Annexures in this Tender document.

The department shall engage Vendor to provide services related to smartclass and accessories using which the department intends to perform its operations and monitor quality of education in selected government schools. Vendor is required to provide such goods, services and support as the department may deem proper and necessary, during the term of this Contract, and includes all such processes and activities which are consistent with the proposals set forth in the Bid, the Tender and this Contract and are deemed necessary by the department, in order to meet its business requirements (hereinafter 'scope of work').

### **9.4. Key Performance Measurements**

Unless specified to the contrary by the department to the contrary, the vendor shall deliver the goods, perform the services and carry out the scope of work in accordance with the terms of this Contract, Scope of Work and the Service Specifications as laid down under Service Level Agreements.

If the Contract, scheduled requirements, service specification includes more than one document, then unless the department specifies to the contrary, the later in time shall prevail over a document of earlier date to the extent of any inconsistency.

The department reserves the right to amend any of the terms and conditions in relation to the Contract / Service Specifications and may issue any such directions which are not necessarily stipulated therein if it deems necessary for the fulfilment of the Requirements.

### **9.5. Commencement and Progress**

The vendor shall subject to the fulfilment of the condition's precedent above, commence the performance of its obligations in a manner as per the Scope of Work and Service levels.

The Vendor shall proceed to carry out the activities / services with diligence and expedition in accordance with any stipulation as to the time, manner, mode, and method of execution contained in this Tender.

The Vendor shall be responsible for and shall ensure that all activities / services are performed in accordance with the Contract, Scope of Work and Service Specifications.

### **9.6. Standards of Performance**

The Vendor shall perform the Services and carry out its obligations under the Contract with due diligence, efficiency and economy, in accordance with generally accepted techniques and best practices used in the industry and with IT standards recognized by international professional bodies and shall observe sound management, engineering and security practices. It shall employ appropriate advanced technology and engineering practices and safe and effective equipment, machinery, material and methods. Vendor shall always act, in respect of any matter relating to the Contract, as faithful advisors to the department and shall, at all times, support and safeguard the department's legitimate interests in any dealings with Third Parties.

### **9.7. Approvals and Required Contents**

The department may extend necessary support to Vendor to obtain, maintain and observe all relevant and customary regulatory and governmental licenses, clearances and applicable approvals (hereinafter the “Approvals”) necessary for Vendor to provide the goods and Services. The costs of such Approvals shall be borne by Vendor. Both parties shall give each other all co-operation and information as reasonably possible.

In the event that any Approval is not obtained, Vendor and the department shall co-operate with each other in achieving a reasonable alternative arrangement as soon as reasonably practicable for the department, to continue to process its work with as minimal interruption to its business operations as is commercially reasonable until such Approval is obtained, provided that Vendor shall not be relieved of its obligations to provide the Services and to achieve the Service Levels until the Approvals are obtained if and to the extent that Vendor's obligations are dependent upon such Approvals.

### **9.8. Taxes**

Vendor shall bear all personnel taxes levied or imposed on its personnel, or any other member of Vendor’s Team, etc. on account of payment received under this Contract. Vendor shall bear all corporate taxes, levied or imposed on Vendor on account of payments received by it from the department for the work done under this Contract.

Vendor shall bear all taxes and duties etc. levied or imposed on Vendor under the Contract including but not limited to Sales Tax, Customs duty, Excise duty, Octroi, Service Tax, GST, Works Contracts Tax and all Income Tax levied under Indian Income Tax Act – 1961 or any amendment thereof during the entire contract period, i.e., on account of material supplied and services rendered and payments received by him from the department under the Contract. It shall be the responsibility of Vendor to submit to the concerned Indian authorities the returns and all other connected documents required for this purpose. Vendor shall also provide the TIA such information, as it may be required regarding Vendor’s details of payment made by the TIA under



the Contract for proper assessment of taxes and duties. The amount of tax withheld by the TIA shall always be in accordance with Indian Tax Law and the TIA shall promptly furnish to Vendor original certificates for tax deduction at source and paid to the Tax Authorities.

Vendor agrees that he shall comply with the Indian Income Tax Act in force from time to time and pay Indian Income Tax, as may be imposed/ levied on them by the Indian Income Tax Authorities, for the payments received by them for the works under the Contract.

Vendors shall fully familiarize themselves about the applicable domestic taxes (such as value added or sales tax, service tax, income taxes, duties, fees, levies, etc.) on amounts payable by the department under the Agreement. All such taxes should be included by Bidders in the commercial proposal.

Should Vendor fail to submit returns/pay taxes in times as stipulated under applicable Indian/State Tax Laws and consequently any interest or penalty is imposed by the concerned authority, Vendor shall be solely liable to pay the same. Vendor shall indemnify department against any and all liabilities or claims arising out of this Contract for such taxes including interest and penalty by any such Tax Authority may assess or levy against the Department/Prime Bidder.

Supplies of materials from abroad are exempted from levy of GST on works/works Contract tax (Central or state). However, the GST on works (central or state) if levied on supplies made from indigenous vendors for the works shall be borne by Vendor within the Contract Price.

The TIA shall if so required by applicable laws in force, at the time of payment, deduct income tax payable by Vendor at the rates in force, from the amount due to Vendor and pay to the concerned tax authority directly.

### **9.9. Completeness of Contract**

The contract will be deemed as incomplete if any component of the hardware, software, quality of service etc., or any documentation / media relating thereto is not delivered or is delivered but not installed and /or not operational or not acceptable to the department during acceptance testing / examination.

In such an event, the supply of hardware, operating system, other necessary software will be termed as incomplete. The hardware, Operating System, digital content & application software will be accepted after satisfactory functioning of equipment for a minimum period of 15 days post successful testing by the designated officer of the department/. The Warranty period of such equipment will commence only on acceptance sign-off by the designated officer of the department.

### **9.10. Protection against risk of obsolescence**

The bidder will make the spare parts for the devices available till the duration of the contract. Thereafter, Service Support partner will give at least twelve months' notice prior to

discontinuation of support services, so that the department may order its requirements of the spares, if he so desires. If any of the components are not available or difficult to procure, or the procurement is likely to be delayed for replacement, if required, the replacement shall be carried out with state-of-the-art technology equipment of equivalent or higher capacity, at no additional charges to the department.

During the validity period of the order, if any of the machines /chips /parts becomes unavailable in the market, the vendor will be bound to supply the next higher version /configuration /family of the machines /chips /parts at the same price at which the rate contract is fixed.

## **9.11. Indemnity and Risk Purchase**

### **9.11.1. Department Indemnity**

1. Vendor (the "Indemnifying Party") undertakes to indemnify, hold harmless the Department (the "Indemnified Party") from and against all claims, liabilities, losses, expenses (including reasonable attorneys' fees), fines, penalties, taxes or damages (Collectively "Loss") on account of bodily injury, death or damage to tangible personal property arising in favour of any person, corporation or other entity (including the Indemnified Party) attributable to the Indemnifying Party's negligence or willful default in performance or non-performance under the Agreement.
2. If the Indemnified Party promptly notifies Indemnifying Party in writing of a third party claim against Indemnified Party that any Service provided by the Indemnifying Party infringes a copyright, trade secret or patents incorporated in India of any third party, Indemnifying Party will defend such claim at its expense and will pay any costs or damages, that may be finally awarded against Indemnified Party.
3. If any service, information, direction, specification or materials provided by Indemnified Party or any third party contracted to it, is or likely to be held to be infringing, Indemnifying Party shall at its expense and option either –
  - (i) Procure the right for Indemnified Party to continue using it
  - (ii) Replace it with a non-infringing equivalent
  - (iii) Modify it to make it noninfringing.
4. The indemnities set out in this clause shall be subject to the following conditions:
  - (i) the Indemnified Party as promptly as practicable informs the Indemnifying Party in writing of the claim or proceedings and provides all relevant evidence, documentary or otherwise;
  - (ii) the Indemnified Party shall, at the cost of the Indemnifying Party, give the Indemnifying Party all reasonable assistance in the Defense of such claim including reasonable access to all relevant information, documentation and personnel provided that the Indemnified Party may, at its sole cost and

expense, reasonably participate, through its attorneys or otherwise, in such Defense;

- (iii) if the Indemnifying Party does not assume full control over the Defense of a claim as provided in this Article, the Indemnifying Party may participate in such Defense at its sole cost and expense, and the Indemnified Party will have the right to defend the claim in such manner as it may deem appropriate, and the cost and expense of the Indemnified Party will be included in Losses;
- (iv) all settlements of claims subject to indemnification under this Clause will:
  - a. be entered into only with the consent of the Indemnified Party, which consent will not be unreasonably withheld and include an unconditional release to the Indemnified Party from the claimant or plaintiff for all liability in respect of such claim; and
  - b. include any appropriate confidentiality agreement prohibiting disclosure of the terms of such settlement; the Indemnified Party shall account to the Indemnifying Party for all awards, settlements, damages and costs (if any) finally awarded in favour of the Indemnified Party which are to be paid to it in connection with any such claim or proceedings;
- (v) in the event that the Indemnifying Party is obligated to indemnify an Indemnified Party pursuant to this Article, the Indemnifying Party will, upon payment of such indemnity in full, be subrogated to all rights and defenses of the Indemnified Party with respect to the claims to which such indemnification relates; and

### **9.11.2. Risk Purchase**

If the Vendor fails to perform its obligations (or any part thereof) under the Agreement or if the Agreement is terminated by the Department due to breach of any obligations and/or terms and conditions of the Vendor under this Agreement, the Department reserves the right to procure the same or equivalent Goods / Services / Deliverables from alternative sources at the Vendor's risk and responsibility. Any incremental cost borne by the Department in procuring such Goods /Services/ Deliverables shall be borne by the Vendor. Any such incremental cost incurred in the procurement of the such Goods /Services/ Deliverables from alternative source will be recovered from the undisputed pending due and payable Payments /Security Deposit / Performance Bank Guarantee provided by the Vendor under this Agreement and if the value of the Goods /Services/Deliverables under risk purchase exceeds the amount of Security Deposit and / or Performance Bank Guarantee, the same may be recovered, if necessary, by due legal process.

## 9.12. Contract Period

The Contract period shall commence from the date of signing of contract and shall remain valid for 90 Days post expiry of Warranty of three (3) years.

## 9.13. Dispute Resolution and Arbitration

- i. This Agreement shall be governed by and construed in accordance with the laws of India, without giving effect to conflict of law rules. The parties expressly agree to exclude the application of the U.N. Convention on Contracts for the International Sale of Goods (1980) to this Agreement and the performance of the parties contemplated under this Agreement, to the extent that such convention might otherwise be applicable.
- ii. Any dispute arising out of or in connection with this Agreement or the SLA shall in the first instance be dealt amicably between the Parties:
  - Aggrieved party should refer the dispute to the Other Party in writing which shall contain a description of the nature of the dispute, the quantum in dispute (if any) and the relief or remedy sought suitable.

Parties shall use best endeavors to conclude the amicable resolution within 30 days from the date of receipt of first Notice of Dispute unless expressly extended by mutual discussion between the Parties

- iii. If no resolution can be reached through mutual discussion within 30 days or such days as may be decided between the Parties, then the matter should be referred to Arbitration as per Clause 9.13 (iv).
- iv. Any dispute or difference whatsoever arising between the parties to this Contract out of or relating to the construction, meaning, scope, operation or effect of this Contract or the validity of the breach of terms and conditions of the Agreement thereof not resolved as per the para listed above under Clause 9.13 (i) (ii) and (iii) shall be referred to a Arbitral Tribunal of three (3) Arbitrators, constituted as per the terms of and under the (Indian) Arbitration and Conciliation Act, 1996.

Each party to the contract shall appoint/ nominate one Arbitrator each, the two Arbitrators so appointed/ nominated by the Parties herein shall together choose the third Arbitrator, who shall be the Presiding Arbitrator of the Tribunal.

If the parties cannot agree on the appointment of the Arbitrator within a period of one month from the notification by one party to the other of existence of such dispute under this clause, then the Arbitrator shall be appointed by Lucknow High Court, India.

Parties agree that the provisions of the Arbitration and Conciliation Act, 1996 will be applicable on the arbitration proceedings as may be amended from time to time and the award made there under shall be final and binding upon the parties hereto, subject to legal remedies available under the law.

The Arbitration proceedings will be held at Lucknow, India. Any legal dispute will come under the sole and exclusive jurisdiction of Lucknow, India / state jurisdiction of Lucknow, India. The Arbitration Proceedings shall be held in English language. The fees of the arbitrator, costs and other expenses incidental to the arbitration proceedings shall be individually borne by Vendor and Department separately.

#### **9.14. Time is of the essence**

Time shall be of the essence in respect of any date or period specified in this Contract or any notice, demand or other communication served under or pursuant to any provision of this Contract and in particular with respect of the completion of the activities by Vendor by the specified completion date.

#### **9.15. Force Majeure**

If, at any time, during the continuance of this contract the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by reason of any war, hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restriction, strikes, lock-outs or acts of God (hereinafter referred to as "events"), provided notice of happening of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such event, be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non-performance or delay in performance; and deliveries under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, and the decision of the purchasing officer as to whether the deliveries have been so resumed or not, shall be final and conclusive, provided further that if the performance in whole or part of any obligation under this period exceeds 60 days, Department may at its option terminate the contract PROVIDED ALSO that if the contract is terminated under this clause, the department shall be at liberty take over from the contract at a price to be fixed by the purchasing Officer which shall be final all unused, undamaged and acceptable materials, bought out components and stores in course of manufacture in the possession of the Vendor at the time of such termination or such portion thereof as the Department may deem fit accepting such material, bought out components and stores as the Vendor may with the concurrence of the Department elect to retain.

#### **9.16. Delivery**

Vendor shall bear the cost for packaging, transport, insurance, storage and delivery of all the goods at all locations identified by the department across Uttar Pradesh.

The report submitted by the vendor to the department shall include corresponding number of equipment(s) dispatched, and license numbers of the software dispatched, manufacturer's unique ID number on the equipment, packing list and other such documents. Equipment dispatched

without such reports to the Department shall be considered as violation of the terms and conditions of the rate contracts and necessary action shall be initiated against the vendor.

The Goods supplied under this Contract shall conform to the standards mentioned in the Tender, and, when no applicable standard is mentioned, to the authoritative standards; such standard shall be expressly approved by department in writing.

### **9.17. Insurance**

The Goods supplied under this Contract shall be comprehensively insured by the Vendor at his own cost, against product liability, any loss or damage and any other Insurance which it should acquire for the purposes of this Contract for the entire period of the contract. The Vendor shall submit to the department, documentary evidence issued by the insurance company, indicating that such insurance has been taken.

The delivery and Installation of goods to the destination is the responsibility of the Successful Bidder only. The goods supplied under the work order should be covered for comprehensive Insurance by the Successful Bidder till delivery, Installation and acceptance by the authorized person. Successful Bidder should manage and maintain all peripherals till the 3 years.

### **9.18. Performance Bank Guarantee**

Vendor should furnish Performance Bank Guarantee to the Department at the time of signing the Contract which shall be equal to 10% of the value of the Contract and shall be in the form of a Bank Guarantee Bond from a Nationalized / Scheduled Bank in the Proforma given in Annexure 3 within 15 days after issuance of letter of intent (LOI) or Letter of Award (LoA). Performance Bank Guarantee should remain valid for a period of 60 (sixty) days beyond the date of completion of all contractual obligations of the Vendor, including warranty obligations.

### **9.19. Liquidated Damages**

If the bidder fails to supply, complete acceptance testing or maintain any or all of the goods as per the contract, within the time period(s) specified in Section 4.37 or Annexure 15, the department shall, without prejudice to its other remedies under the Contract, deduct from the Payable Amount, as liquidated damages, a sum equivalent to 0.5 percent of the price of the undelivered and/or not tested stores at the stipulated rate for each week or part thereof during which the delivery and testing of such stores may be delayed.

The deduction shall not exceed 10% of the total contract value. Once the penalty reaches maximum, the department may terminate the contract. This right to claim any liquidated damages shall be without prejudice to other rights and remedies available to the Department under the contract and law.

The department may without prejudice to its right to effect recovery by any other method, deduct the amount of liquidated damages from any money belonging to the bidder in its hands (which includes the department's right to claim such amount against Bidder's Bank Guarantee) or which

may become due to the bidder. Any such recovery or liquidated damages shall not in any way relieve the bidder from any of its obligations to complete the Work or from any other obligations and liabilities under the Contract.

Delay not attributable to the bidder shall be considered for exclusion for the purpose of computing liquidated damages. However, the onus to prove that the delay was not attributable to the bidder's Act /commission and/or omission is on the Bidder.

## **9.20. Limitation of Liability**

The liability of either Party (whether in contract, tort, negligence, strict liability in tort, by statute or otherwise) for any claim in any manner related to this Agreement shall be the payment of direct damages only which shall in no event exceed one time the total contract value payable under this Agreement. The liability cap given under this Clause shall not be applicable to the indemnification obligations set out in Clause 9.11 and breach of Clause 9.21. This limit shall not apply to damages for bodily injury (including death) and damage to real property and tangible personal property for which the Bidder is legally liable.

Neither Party shall be liable to the other Party for any indirect or consequential loss or damage (including loss of revenue and profits) arising out of or relating to the Contract.

## **9.21. Confidentiality and Security**

### **9.21.1. Confidentiality**

1. As used herein, the term “Confidential Information” means any information, including information created by or for the other party, whether written or oral, which relates to internal controls, computer or data processing programs, algorithms, electronic data processing applications, routines, subroutines, techniques or systems, or information concerning the business or financial affairs and methods of operation or proposed methods of operation, accounts, transactions, proposed transactions or security procedures of either party or any of its affiliates, or any client of either party, except such information which is in the public domain at the time of its disclosure or thereafter enters the public domain other than as a result of a breach of duty on the part of the party receiving such information. It is the express intent of the parties that all the business processes and methods used by the Bidder in rendering the services hereunder are the Confidential Information of the Bidder.
2. The Bidder shall keep confidential any information related to this tender with the same degree of care as it would treat its own confidential information. The Bidders shall note that the confidential information will be used only for the purposes of this tender and shall not be disclosed to any third party for any reason whatsoever.
3. At all times during the performance of the Services, the Bidder shall abide by all applicable security rules, policies, standards, guidelines and procedures. The Bidder should note that before any of its employees or assignees is given access to the



Confidential Information, each such employee and assignees shall agree to be bound by the term of this tender and such rules, policies, standards, guidelines and procedures by its employees or agents.

4. The Bidder should not disclose to any other party and keep confidential the terms and conditions of this Contract agreement, any amendment hereof, and any attachment or annexure hereof.
5. The obligations of confidentiality under this section shall survive rejection, expiry or termination of the contract.

#### **9.21.2. Security**

- i. The Vendor shall comply with the technical requirements of the relevant security, safety and other requirements specified in the Information Technology Act or Telegraph Act including the regulations issued by dept. of telecom (wherever applicable), IT Security manual and follow the industry standards related to safety and security (including those as stated in the RFP), insofar as it applies to the provision of this Contract.
- ii. Each Party to this Contract shall also comply with Department's or the Government of India, and the respective State's security standards and policies in force from time to time
- iii. The Parties to this Agreement shall use reasonable endeavors to report forthwith in writing to each other all identified attempts (whether successful or not) by unauthorized persons (including unauthorized persons who are employees of any Party) either to gain access to or interfere with the Department's as the case may be or any of their nominee's data, facilities or Confidential Information.
- iv. As per the provisions of the Agreement, the Vendor shall promptly report in writing to the Department or its nominated agencies, any act or omission which they are aware that could have an adverse effect on the proper conduct of safety and information technology security at the facilities of Department as the case may be.

#### **9.22. Corrupt or Fraudulent Practices**

The department requires that the Bidders under this tender should observe the highest standards of ethics during the procurement and execution of such contracts. In pursuance of this policy, the department defines the terms set forth as follows:

1. "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of the public official in the award of the contract, procurement process or in contract execution



2. In the event of corrupt practice and fraudulence in addition to penal action as per the terms and conditions of the contract, legal action shall also be initiated against the concerned
3. “Fraudulent practice” means a misrepresentation of facts in order to influence award of contract or a procurement process or execution of a contract to the detriment of the department, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the department of the benefits of the free and open competition
4. “Coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the Bid Process
5. “Undesirable practice” means establishing contact with any person connected with or employed or engaged by Department / Government with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bid Process
6. “Restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bid Process
7. The department will suspend the award of contract if prima-facie it is established that the bidder had engaged in corrupt or fraudulent practices in competing for the contract in question
8. The department will declare a Bidder ineligible after giving opportunity of being heard, either indefinitely or for a stated period, to be awarded a contract if at any time it is found that the Bidder has engaged in corrupt and fraudulent practices in competing for, or in executing, this contract

### **9.23. Conflict of Interest**

Bidder shall disclose to the department in writing, all actual and potential conflicts of interest that exist, arise or may arise in the course of performing the Services as soon as practical after it becomes aware of that conflict. A bidder shall not have a conflict of interest that may affect the Selection Process or the Device / Solution delivery (the “Conflict of Interest”). Any Bidder found to have a Conflict of Interest shall be disqualified.

In the event of disqualification, the department shall forfeit and appropriate the EMD, if available, as mutually agreed genuine pre-estimated compensation and damages payable to department for, inter alia, the time, cost and effort of department including consideration of such Bidder’s Bid, without prejudice to any other right or remedy that may be available to department hereunder or otherwise.

The department requires that the bidder provides solutions which always hold the department's interest’s paramount, avoid conflicts with other assignments or its own interests, and act without

any consideration for future work. The bidder shall not accept or engage in any assignment that would conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of the department.

#### **9.24. Events of Default by Vendor**

The failure on the part of Vendor to perform any of its obligations or comply with any of the terms of this Contract shall constitute an Event of Default on the part of Vendor. The events of default are but not limited to:

1. Vendor's Team has failed to perform any instructions or directives issued by the department which it deems proper and necessary to execute the scope of work or provide services under the Contract, or
2. Vendor's Team has failed to confirm / adhere to any of the key performance indicators as laid down in the Key Performance Measures / Service Levels, or if Vendor has fallen short of matching such standards / benchmarks / specifications as the department may have designated with respect to the system or any goods, task or service, necessary for the execution of the scope of work and performance of services under this Contract. The above-mentioned failure on the part of vendor may be in terms of failure to adhere to performance, quality, timelines, specifications, requirements or any other criteria as defined by the department;
3. Vendor has failed to remedy a defect or failure to perform its obligations in accordance with the specifications issued by the department, despite being served with a default notice which laid down the specific deviance on the part of Vendor / Vendor's Team to comply with any stipulations or standards as laid down by the department; or
4. Vendor / Vendor's Team has failed to adhere to any amended direction, instruction, modification or clarification as issued by the department during the term of this Contract and which the department deems proper and necessary for the execution of the scope of work under this Contract
5. Vendor / Vendor's Team has failed to demonstrate or sustain any representation or warranty made by it in this Contract, with respect to any of the terms of its Bid, the Tender and this Contract
6. 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 Vendor
7. Vendor's Team has failed to comply with or is in breach or contravention of any applicable laws
8. Where there has been an occurrence of such defaults inter alia as stated above, the department shall issue a notice of default to Vendor, setting out specific defaults / deviances / omissions / non-compliances / non-performances and providing a notice of thirty (30) days to enable such defaulting party to remedy the default committed

9. Where despite the issuance of a default notice to Vendor by the department, Vendor fails to remedy the default to the satisfaction of the department, the department may, where it deems fit, issue to the defaulting party another default notice or proceed to contract termination.

## **9.25. Intellectual Property Rights and Publicity**

- i. **Products and fixes:** All products and related solutions and fixes provided pursuant to this Agreement shall be licensed according to the terms of the license agreement packaged with or otherwise applicable to such product, the ownership of which shall continue to vest with the product owner. Vendor would be responsible for arranging any licenses associated with products. “Product” means any computer code, web-based services, or materials comprising commercially released, pre-release or beta products (whether licensed for a fee or no charge) and any derivatives of the foregoing which are made available to Department for license which is published by product owner or its affiliates, or a third party. “Fixes” means product fixes that are either released generally (such as commercial product service packs) or that are provided to you when performing services (such as workarounds, patches, bug fixes, beta fixes and beta builds) and any derivatives of the foregoing.
- ii. **Bespoke development:** Subject to the provisions of sub-clause 3 and 4 below, upon payment, the IPR rights for any bespoke development done during the implementation of the project will lie exclusively with the Department.
- iii. **Pre-existing work:** All IPR including the source code and materials developed or otherwise obtained independently of the efforts of a Party under this Agreement (“pre-existing work”) including any enhancement or modification thereto shall remain the sole property of that Party. During the performance of the services for this agreement, each party grants to the other party (and their sub-contractors as necessary) a non-exclusive license to use, reproduce and modify any of its pre-existing work provided to the other party solely for the performance of such services for duration of the Term of this Agreement. Except as may be otherwise explicitly agreed to in a statement of services, upon payment in full, the Vendor should grant Department a non-exclusive, perpetual, fully paid-up license to use the pre-existing work in the form delivered to Departments part of the service or deliverables only for its internal business operations. Under such license, either of parties will have no right to sell the pre-existing work of the other party to a Third Party. Department license to pre-existing work is conditioned upon its compliance with the terms of this Agreement and the perpetual license applies solely to the pre-existing work that Vendor leaves with Department at the conclusion of performance of the services.

- iv. Neither Party may use the trademarks, copyrights, etc. of the other Party without the prior written consent of the other Party except that Bidder may, upon completion, use the Project as a reference for credential purpose.
- v. Bidder shall not publish or permit to be published either along, or in conjunction with any other person any press release, information, article, photograph, illustration or any other material of whatever kind relating to the Scope, Agreement, the SLA or the business of the Parties without prior reference to and approval in writing from the Department Provided however that Bidder may include department for reference to third parties subject to the prior written consent of the department.. Such approval shall apply to each specific case and relate only to that case.

### **9.26. Ethics**

The Bidder 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 department or its nominated agencies in connection with this agreement and acknowledges that the giving of any such payment, gifts, entertainment, or other things of value is strictly in violation of department's standard policies and may result in cancellation of this Agreement.

### **9.27. Termination**

The department may, terminate the Contract in whole or in part by giving Vendor a prior and written advance notice of minimum 45 days indicating its intention to terminate the Contract under the following circumstances:

1. Where the department is of the opinion that there has been such Event of Default on the part of Vendor / Vendor's Team which would make it proper and necessary to terminate this Contract and may include failure on the part of Vendor to respect any of its commitments with regard to any part of its obligations under its Bid, the Tender or under this Contract.
2. If the Vendor is not able to deliver the services as per terms and conditions of the RFP which translates into Material Breach, then the Department may serve 30 days written notice for curing this Material Breach. In case the Material Breach continues, after the expiry of such notice period, the Department will have the option to terminate this Agreement. Further, the Department may offer a reasonable opportunity to the Vendor to explain the circumstances leading to such a breach.
3. Where it comes to the Department's attention that Vendor (or Vendor's Team) is in a position of actual conflict of interest with the interests of the department, in relation to any of terms of Vendor's Bid, the Tender or this Contract.
4. Where Vendor's ability to survive as an independent corporate entity is threatened or is lost owing to any reason whatsoever, including inter-alia the filing of any bankruptcy

proceedings against Vendor, any failure by Vendor to pay any of its dues to its creditors, the institution of any winding up proceedings against Vendor or the happening of any such events that are adverse to the commercial viability of Vendor. In the event of the happening of any events of the above nature, the department shall reserve the right to take any steps as are necessary, to ensure the effective transition of the sites pilot site to a successor agency, and to ensure business continuity

5. Termination for Insolvency: The department may at any time terminate the Contract by giving written notice to Vendor, without compensation to Vendor, if Vendor becomes bankrupt or otherwise insolvent, provided that such termination shall not prejudice or affect any right of action or remedy which has accrued or shall accrue thereafter to the department.

### **9.28. Consequences of Termination**

In the event of termination of the Contract due to any cause whatsoever, whether consequent to the stipulated Term of the Contract or otherwise the department shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the project which Vendor shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/breach, and further allow and provide all such assistance to the department and/ or the successor agency/ service provider, as may be required, to take over the obligations of Vendor in relation to the execution/continued execution of the requirements of the Contract.

Where the termination of the Contract is prior to its stipulated term on account of a Default on the part of Vendor or due to the fact that the survival of Vendor as an independent corporate entity is threatened/has ceased, or for any other reason, whatsoever, the department, through unilateral re-determination of the consideration payable to Vendor, shall pay such undisputed payments to the Vendor for that part of the Services which have been authorized by the department and satisfactorily performed by Vendor up to the date of termination. Without prejudice to any other rights, the department may retain such amounts from the payment due and payable by the department to Vendor as may be required to offset any losses caused to the department as a result of any act and/or omissions of Vendor. In case of any loss or damage due to default on the part of Vendor in performing any of its obligations with regard to executing the Schedule of Requirements under the contract, Vendor shall compensate the department for any such loss, damages or other costs, incurred by the department. Additionally, members of its team shall perform all its obligations and responsibilities under the Contract in an identical manner as were being performed before the collapse of Vendor as described above in order to execute an effective transition and to maintain business continuity. All third parties shall continue to perform all/any functions as stipulated by the department and as may be proper and necessary to execute the Schedule of Requirements under the Contract in terms of Vendor's Bid, the Bid Document and the Contract

Nothing herein shall restrict the right of the department to invoke the Performance Bank Guarantee and other Guarantees furnished hereunder and pursue such other rights and/or remedies that may be available to the department under law.

The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of the Contract that are expressly or by implication intended to come into or continue in force on or after such termination.

### **9.29. Failure to agree with the Terms & Conditions of the Tender**

Failure of the successful bidder to agree with the Terms & Conditions of the Tender shall constitute sufficient grounds for the annulment of the award, in which event the department may award the contract to the next best value bidder or call for new bids. In such a case, the department shall invoke the PBG and/or forfeit the EMD, as the case maybe.

### **9.30. Miscellaneous**

#### **9.30.1. Personnel**

(a) The personnel assigned by Vendor shall be employees of Vendor and under no circumstances shall such personnel be considered employees of Department or its nominated agencies. The Vendor shall have the sole responsibility for the supervision and control of the personnel deployed in the Project and for payment of such personnel's compensation, including salary, withholding of income taxes and social security taxes, worker's compensation, employee and disability benefits and the like and shall be responsible for all obligations of an employer subject to Applicable Law.

(b) In the event that the Department and Vendor identify any personnel of Vendor as "Key Personnel", then the Vendor shall not remove such personnel from the Project without the prior written consent of Department or its nominated agencies unless such removal is the result of an unavoidable circumstance including but not limited to resignation, termination, medical leave, etc.

(c) Except as stated in this Clause, nothing in this RFP or the SLA will limit the ability of Vendor to freely assign or reassign its employees; provided that Vendor shall be responsible, at its expense, for transferring all appropriate knowledge from personnel being replaced to their replacements. Department or its nominated agencies shall have the right to review and approve Vendor's plan for any such knowledge transfer. Vendor shall maintain the same or higher standards for skills and professionalism among replacement personnel as in personnel being replaced.

(d) Each Party shall be responsible for the performance of all its obligations under this Agreement as the case may be and shall be liable for the acts and omissions of its employees and agents in connection therewith.

(e) Neither Party will solicit for employment or knowingly hire an employee of the other Party with whom such Party has contact pursuant to project engagements under this Agreement. This restriction shall not apply to employees of either Party responding to advertisements in job fairs or news media circulated to the general public.

### **9.30.2. Independent Contractor**

Nothing in this Agreement shall be construed as establishing or implying any partnership or joint venture between the Parties to this Agreement and, except as expressly stated in this Agreement, nothing in this Agreement shall be deemed to constitute any Parties as the agent of any other Party or authorizes either Party to:

- (a) incur any expenses on behalf of the other Party;
- (b) enter into any engagement or make any representation or warranty on behalf of the other Party;
- (c) pledge the credit of or otherwise bind or oblige the other Party; or
- (d) commit the other Party in any way whatsoever without in each case obtaining the other Party's

prior written consent.

### **9.30.3. Assignment**

- (a) All terms and provisions of this Agreement shall be binding on and shall inure to the benefit of the Department and their respective successors and permitted assigns.
- (b) Subject to as permitted by Department, Vendor shall not be permitted to assign its rights and obligations under this Agreement to any third party.
- (c) The Department may assign or novate all or any part of this Agreement and Schedules/Annexures, and the Vendor shall be a party to such novation, to any third party contracted to provide outsourced services to Department or any of its nominees.

### **9.30.4. Notices**

- (a) Any notice or other document which may be given by either Party under this Agreement shall be given in writing in person or by pre-paid recorded delivery post, email or by facsimile transmission.
- (b) In relation to a notice given under this Agreement, any such notice or other document shall be addressed to the other Party's principal or registered office address as set out below:

<Insert Address>

Tel:

Fax:

Email:



Contact:

With a copy to:

Vendor

Tel:

Fax:

Email:

Contact:

(d) Any such notice or other document shall be deemed to have been given to the other Party (or, if relevant, its relevant associated company) when delivered (if delivered in person) if delivered between the hours of 9.00 am and 5.00 pm at the address of the other Party set forth above or if sent by fax, provided the copy fax is accompanied by a confirmation of transmission, or on the next working day thereafter if delivered outside such hours, and 7 days from the date of posting (if by letter).

(e) 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.

#### **9.30.5. Variations and Further Assurance**

(a) No amendment, variation or other change to this Agreement shall be valid unless authorized in accordance with the change control procedure as set out in the Change Control Schedule set out in Schedule I of this Agreement. Such an amendment shall be made in writing and signed by the duly authorized representatives of the Parties to this Agreement.

(b) Each Party to this Agreement agrees to enter into or execute, without limitation, whatever other agreement, document, consent and waiver and to do all other things which shall or may be reasonably required to complete and deliver the obligations set out in this Agreement or the SLA.

#### **9.30.6. Severability and Waiver**

(a) If any provision of this Agreement, or any part thereof, shall be found by any court or administrative body of competent jurisdiction to be illegal, invalid or unenforceable the illegality, invalidity or unenforceability of such provision or part provision shall not affect the other provisions of this Agreement or the remainder of the provisions in question which shall remain in full force and effect. The relevant Parties shall negotiate in good faith in order to agree to substitute for any illegal, invalid or unenforceable provision a valid and enforceable provision which achieves to the greatest extent possible the economic, legal and commercial objectives of the illegal, invalid or unenforceable provision or part provision.

(b) No failure to exercise or enforce and no delay in exercising or enforcing on the part of either Party to this Agreement of any right, remedy or provision of this Agreement shall operate as a



waiver of such right, remedy or provision in any future application nor shall any single or partial exercise or enforcement of any right, remedy or provision preclude any other or further exercise or enforcement of such right, remedy or provision or the exercise or enforcement of any other right, remedy or provision.

#### **9.30.7. Compliance with Applicable Law**

Each Party to this Agreement accepts that its individual conduct shall (to the extent applicable to its business ) at all times comply with all laws, rules and regulations of government and other bodies having jurisdiction over the area in which the Services are undertaken provided that changes in such laws, rules and regulations which result in a change to the Services shall be dealt with in accordance with the Change Control Schedule set out in Schedule I of this Agreement.

#### **9.30.8. Ethics**

The 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 Department or its nominated agencies in connection with this agreement and acknowledges that the giving of any such payment, gifts, entertainment, or other things of value is strictly in violation of Department standard policies and may result in cancellation of this Agreement.

#### **9.30.9. Entire Agreement**

This Agreement with all schedules & annexures appended thereto and the contents and specifications of the RFP constitute the entire agreement between the Parties with respect to their subject matter, and as to all other representations, understandings or agreements which are not fully expressed herein, provided that nothing in this Clause shall be interpreted so as to exclude any liability in respect of fraudulent misrepresentation.

#### **9.30.10. Amendment**

Any amendment to this Agreement shall be made in accordance with the Change Control Schedule set out in Schedule I of this Agreement by mutual written consent of all the Parties.

## 10. Annexure

### 10.1. Annexure 1 – Pre-Bid Query Format

Bidders must submit all pre-bid queries in editable excel format and PDF as provided below, and send it to the email ID specified in the Data Sheet of this Tender document:

#	Section (Name & No.)	Page No.	Statement as per Tender document	Query by the bidder	Reason for Query	Suggestions / Changes
1						
2						
3						
4						

\* Please add rows as required.

### 10.2. Annexure 2 – EMD-Bank Guarantee Format

(To be provided in original as part of the Qualification Bid on stamp paper of value required under law duly signed by an authorized representative of the Bank)

This Deed of Guarantee executed at by \_\_\_\_\_/ \_\_\_\_\_ (Name of the Nationalized/ Scheduled Bank) having its Head / Registered office at \_\_\_\_\_ and having one of its branches at Lucknow (hereinafter referred to as \_\_\_\_\_ the Guarantor which expression shall unless it be repugnant to the subject or context thereof include its heirs, executors, administrators, successors and assigns;

In favor of UP Electronics Corporation Limited, Lucknow Under, having its office at 10 Ashok Marg, Lucknow, Uttar Pradesh (hereinafter referred to as UP Electronics Corporation Limited) which expression shall unless it be repugnant to the subject or context thereof include its heirs, executors, administrators, successors and assigns;

Whereas Name of the bidder Ltd., \_\_\_\_\_ a Company / partnership firm / proprietorship concern registered under the (name of the relevant act/law under which incorporated) having its registered office at \_\_\_\_\_ (hereinafter called \_\_\_\_\_ Bidder which expression shall unless it be repugnant to the subject or context thereof include its executors, administrators, successors and assigns) has submitted its Proposal for Selection of Service Provider for providing “Smart Class for Elementary Schools of Uttar Pradesh” vide Invitation for e Tender Document No \_\_\_\_\_ dated \_\_\_\_\_ issued by UP Electronics Corporation Limited .

Whereas in terms of the Invitation for Tender Document No \_\_\_\_\_ dated \_\_\_\_\_ (hereinafter referred to as Tender Document) issued by e tender site etender.nic.in UP Electronics Corporation Limited, the Bidder is required to furnish to / UP Electronics Corporation Limited ,an unconditional and irrevocable Bank Guarantee for an amount of Rs. 1,00,00,000/- (Rupees One Crore only) as Earnest Money Deposit and the Guarantor has at the request of the Bidder agreed to provide such Guarantee being these presents:

Now this Deed witnessed that in consideration of the premises, we, \_\_\_\_\_ Bank hereby agree, declare, undertake and guarantee as follows:

1. We as primary obligor hereby irrevocably, unconditionally and without reservation guarantee the due and faithful fulfillment and compliance of the terms and conditions of the tender by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to UP Electronics Corporation Limited , an amount not exceeding Rs. 50,000,00/- (Rupees fifty lakhs only) without any demur, reservation, recourse, contest or protest and without reference to the Bidder, if the Bidder has failed to comply with and fulfil all or any of the terms and conditions contained in the tender. A letter from UP Electronics Corporation Limited stating that the Bidder is in default in the due and faithful fulfilment and compliance with the terms and conditions contained in the tender shall be final, conclusive and binding on the Bank, in respect of the forfeiture of the Earnest Money Deposit and the amount due and payable under this Guarantee.
2. This Guarantee shall remain in full force and effect for a period of 180 (One hundred and Eighty) days from the (Proposal Due Date).
3. Subject to clause 1 (to this annexure) above, any claim for payment under this Guarantee shall be in the form of a written declaration by UP Electronics Corporation Limited.
4. We.....Bank further agree that UP Electronics Corporation Limited shall be the sole judge as regards the determination as to whether the Bidder is in default of due and faithful fulfillment and compliance of the terms and conditions contained in the Tender and the decision of UP Electronics Corporation Limited in this regard shall be final and binding on us, notwithstanding any differences between UP Electronics Corporation Limited and the said Bidder and/or any dispute between UP Electronics Corporation Limited and the Bidder pending before any Court, Tribunal, Arbitrator or any other authority.
5. UP Electronics Corporation Limited shall have the full liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any other terms and conditions of the said Tender document or to extend the time frame for completion of bidding process or the period of fulfillment and compliance with the terms and conditions contained in the said Tender document by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions

contained in the said Tender document or the securities available to UP Electronics Corporation Limited and the bank shall not be released from its liability under these presents by any exercise by / UP Electronics Corporation Limited of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of UP Electronics Corporation Limited or any indulgence by /Department of Basic Education, U.P to the said Bidder or of any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.

6. Any notice by way of request, demand or otherwise hereunder shall be sent by courier or by registered mail to the Bank, addressed as aforesaid
7. We undertake to make the payment on receipt of your notice of claim on us addressed to \_\_\_\_\_(name of Bank along with branch address) and delivered at our above branch that shall be deemed to have been duly authorized to receive the said notice of claim.
8. It shall not be necessary for UP Electronics Corporation Limited to proceed against the said Bidder before proceeding against the bank and the Guarantee herein contained shall be enforceable against the bank, notwithstanding any other security / UP Electronics Corporation Limited may have obtained or obtained from the said Bidder, shall at the time when proceedings are taken against the bank hereunder, be outstanding or unrealized.
9. We \_\_\_\_\_Bank lastly undertake not to revoke this guarantee during its currency except with the previous express consent of UP Electronics Corporation Limited in writing and agree that any change in the constitution of the Bank or the said Bidder shall not discharge our liability hereunder.
10. The Bank declares that it has the power to issue this guarantee and the undersigned have full powers to do so on behalf of the Bank.

Date \_\_ day of \_\_ 2021

Signature of the Issuing / Authority with seal CORPORATE SEAL for \_\_\_\_\_Bank

Note: A covering letter of confirmation is also to be given by the bank along with this bank guarantee.

### **10.3. Annexure 3 – Performance Bank Guarantee Format**

This Deed of Guarantee executed at \_\_\_\_\_ by \_\_\_\_\_ (Name of the Bank) having its Head/Registered office at \_\_\_\_\_ (hereinafter referred to as —the Guarantor) which expression shall unless it be repugnant to the subject or context thereof include its heirs, executors, administrators, successors and assigns;

In favor of UP Electronics Corporation Limited, Lucknow Under, having its office at 10 Ashok Marg, Lucknow, Uttar Pradesh (hereinafter referred to as UP Electronics Corporation Limited)

which expression shall unless it be repugnant to the subject or context thereof include its heirs, executors, administrators, successors and assigns);

Whereas M/s \_\_\_\_\_ a company formed under (specify the applicable law) and having its registered office at \_\_\_\_\_ has been, consequent to conduct and, completion of a competitive bidding process in accordance with the letter of requirements document No. \_\_\_\_\_ dated / /2019 issued by UP Electronics Corporation Limited, Lucknow, and selected M/s \_\_\_\_\_ (hereinafter referred to as the Bidder) for the Agreement by UP Electronics Corporation Limited Lucknow as more specifically defined in the aforementioned Document including statement of work and the Agreement executed between the UP Electronics Corporation Limited, Lucknow and Bidder. The Agreement requires the Bidder to furnish an unconditional and irrevocable Bank Guarantee for an amount of Rs. /- (Rupees \_\_\_\_\_ only) by way of security for guaranteeing the due and faithful compliance of its obligations under the Agreement.

Whereas, the Bidder approached the Guarantor and the Guarantor has agreed to provide a Guarantee being these presents:

Now this Deed witnessed that in consideration of the premises, we, \_\_\_\_\_ Bank hereby guarantee as follows:

1. The Bidder shall implement the Project, in accordance with the terms and subject to the conditions of the Agreement, and fulfil its obligations there under
2. We, the Guarantor, shall, without demur, pay to UP Electronics Corporation Limited Lucknow an amount not exceeding Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) within 7 (seven) days of receipt of a written demand therefore from UP Electronics Corporation Limited, Lucknow stating that the Bidder has failed to fulfil its obligations as stated in Clause 1 (to this annexure) above.
3. The above payment shall be made by us without any reference to the Bidder or any other person and irrespective of whether the claim of the UP Electronics Corporation Limited, Lucknow is disputed by the Bidder or not.
4. The Guarantee shall come into effect from \_\_\_\_\_ (Start Date) and shall continue to be in full force and effect till the earlier of its expiry at 1700 hours Indian Standard Time on \_\_\_\_\_ (Expiry Date) (both dates inclusive) or till the receipt of a claim, from the Uttar Pradesh NIC Lucknow, Government of Uttar Pradesh under this Guarantee, which is one month after the expiry of performance guarantee, whichever is earlier. Any demand received by the Guarantor from UP Electronics Corporation Limited, Lucknow prior to the Expiry Date shall survive the expiry of this Guarantee till such time that all the moneys payable under this Guarantee by the Guarantor to UP Electronics Corporation Limited Lucknow.
5. In order to give effect to this Guarantee, UP Electronics Corporation Limited, Lucknow shall be entitled to treat the Guarantor as the principal debtor and the

obligations of the Guarantor shall not be affected by any variations in the terms and conditions of the Agreement or other documents by UP Electronics Corporation Limited, Lucknow or by the extension of time of performance granted to the Bidder or any postponement for any time of the power exercisable by UP Electronics Corporation Limited, Lucknow against the Bidder or forebear or enforce any of the terms and conditions of the Agreement and we shall not be relieved from our obligations under this Guarantee on account of any such variation, extension, forbearance or omission on the part of UP Electronics Corporation Limited, Lucknow or any indulgence by UP Electronics Corporation Limited, Lucknow to the Bidder to give such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

6. This Guarantee shall be irrevocable and shall remain in full force and effect until all our obligations under this guarantee are duly discharged.
7. The Guarantor has power to issue this guarantee and the undersigned is duly authorized to execute this Guarantee pursuant to the power granted under

In witness, whereof the Guarantor has set its hands hereunto on the day, month and year first here-in- above written.

Signed and Delivered by \_\_\_\_\_ and authorized office.

Authorized Signatory Bank

#### **10.4. Annexure 4 – Pre-Qualification Covering Letter**

Date .....

To,

Managing Director,

UP Electronics Corporation Ltd.,

Navchetna Kendra, Ashok Marg,

Sadullah Nagar, Narhi, Hazratganj,

Lucknow, Uttar Pradesh 226001

Ref.: Tender No.

Subject: Submission of Pre-Qualification Bid for “Smart Class for Elementary Schools of Uttar Pradesh” Tender

Dear Sir,

We, the undersigned, offer to provide our services to Department of Basic Education, Uttar Pradesh with reference to your Request for Proposal dated << date>> and are submitting our Pre-qualification bid.

We hereby declare that all the information and statements made in this Pre-qualification bid are true and accept that any misinterpretation contained in it may lead to our disqualification.

We agree to abide by all the terms and conditions of this Tender document. We would hold the terms of our proposal valid for the number of days as stipulated in the Tender document.

Yours sincerely,

(Authorized Signatory)

Signature:

Name:

Designation:

Address:

Seal:

## **10.5. Annexure 5 – Technical Bid**

### **10.5.1. Technical Bid Covering Letter**

Date .....

To,

Managing Director,

UP Electronics Corporation Ltd.,

Navchetna Kendra, Ashok Marg,

Sadullah Nagar, Narhi, Hazratganj,

Lucknow, Uttar Pradesh 226001

Ref.: Tender No.

Subject: Submission of Technical Bid for “Smart Class for Elementary Schools of Uttar Pradesh” Tender

Dear Sir,

We, the undersigned, offer to provide our services to Department of Basic Education, Uttar Pradesh with reference to your Request for Proposal dated <<date>> and are submitting our Technical bid.

We hereby declare that all the information and statements made in this Technical bid are true and accept that any misinterpretation contained in it may lead to our disqualification.

We agree to abide by all the terms and conditions of this Tender document. We would hold the terms of our proposal valid for the number of days as stipulated in the Tender document.

We shall make available any additional information or documentary proof if required to verify the correctness of any detail provided in our proposal.

We understand you are not bound to accept any Proposal you receive.

Yours sincerely,

(Authorized Signatory)

Signature:

Name:

Designation:

Address:

Seal:

#### 10.5.2. Company Profile

S. No.	Item	Bidder's Response
1.	Name of the Bidder / Lead Bidder incase of Consortium	
2.	Year Established	
3.	Incorporated in India (Yes or No)	
4.	Name and Contact details of all Board Members	
5.	TIN / PAN / TAN (all as applicable)	
6.	Authorized Signatory	
6.1	Name	
6.2	Designation	
6.3	Mobile	
6.4	Telephone	
6.5	Fax Number	
6.6	Email Address	



Note: Please add same table as provided above for all consortium partners

## 10.6. Annexure 6 – No Deviation Certificate/Technical Compliance Sheet

Date .....

To,

Managing Director,

UP Electronics Corporation Ltd.,

Navchetna Kendra, Ashok Marg,

Sadullah Nagar, Narhi, Hazratganj,

Lucknow, Uttar Pradesh 226001

Ref.: Tender No.

Subject: Submission of No-Deviation Certificate for “Smart Class for Elementary Schools of Uttar Pradesh” Tender

Dear Sir,

This is to certify that our offer is exactly in line with your tender enquiry/RFP (including amendments) no. \_\_\_\_\_ dated \_\_\_\_\_. This is to expressly certify that our offer contains no deviation including but not limited to Scope of Work, Business Requirements, or any other terms of engagement in either direct or indirect form.

(Authorized Signatory)

Signature:

Name:

Designation:

Address:

Seal:

### Technical Compliance Sheet

S No	Item	Component	Description	Make	Model	Compliance Y/N	Deviation if any
1	Computing Device	Processor	Intel Core i3 or Higher				

		Storage	1TB				
		System Memory (RAM)	4 GB RAM				
		Graphics	Intel HD Graphic				
2	Peripheral Connectivity	Wi-Fi	Integrated Wireless 802.11a/b/g/h				
		Bluetooth	Bluetooth 4.0 or Higher				
		USB Ports	3 or Higher				
3	Power	Power Required	DC Power				
4	Display Out	HDMI	HDMI				
		VGA	VGA Out				
5	Audio	Speakers	25 W or Higher				
6	Operating System	Windows OS	Windows 10				
7	Interactivity Technology	Simultaneous Touch Points	255				
		Accuracy	+/-2 px				
		Max USB Transmission Distance	15ft				
		Image Dimension	90" diagonal @ 50 cm				

		Calibration	Automatic/Manual Calibration				
		Response Time	8ms				
		Screen Capture/Active Screen Area	Up to 160"				

Technical Specifications Projector

	Specification	Projection System	GA				
		Native Resolution	1024x768				
		Brightness	3000 ANSI LUMENS or Higher				
		Contrast Ratio	18000:1 or Higher				
		Light Source	Lamp				
		Light Source Life	6000				
		Lamp Watt	190W				
		Lens	F=2.6, F=6.9mm				
		Throw Ratio	0.61				

		Image Size	59-300"				
		Throw Distance	0.74m-1012m (77" @ 0.95m)				
		Optical Zoom	Fixed				
		Response Time	16ms				
	Input	Computer in (share with component)	2				
		Audio-in (3.5mm)	1				
	Output	Monitor out	1				
		Audio out (3.5mm)	1				
		Speaker	2W				
	Control	RS232	1				
		USB Type Mini B (Services)	1				
	Others	Power Supply Voltage	100-240V+/-10%,50/60Hz AC				
		Power Consumption	Normal: 260W Standby: <0.5W				

	Operating Temperature	0~40 °C				
	Net Weight	Less than 6.5kg for Integrated Unit				
	Dimensions (WxDxH) with Adjustment Foot	288x220x86mm				
	Language	English & Hindi				
	White Board	6x4				
Battery Backup	01 KVA Line Interactive UPS	>45 minute Backup				

### 10.7. Annexure 7 – Certificate for Blacklisting and Fraudulent Practices

Affidavit

(On Rs. 10/- non-judicial stamp paper)

I, \_\_\_\_\_, aged about \_\_\_\_\_ years, son of Shri \_\_\_\_\_ resident of \_\_\_\_\_ do solemnly affirm and state as follows:

1. That I am the \_\_\_\_\_ (position in Firm) of \_\_\_\_\_ (Firm name) registered under the Companies Act 1956, or a partnership firm registered under LLP Act, 2008, having its registered office at \_\_\_\_\_ (registered address of the firm)
2. That I do solemnly affirm and state that \_\_\_\_\_ (Firm name) is not presently and has never been ever since its inception under a declaration of ineligibility for corrupt / fraudulent practices or blacklisted by any State/Central Govt., Semi-government, PSU, or any non-governmental or associated agency/ies in India.

3. That I do solemnly affirm and state that the \_\_\_\_\_ (Firm name) is not presently and has never been ever since its inception placed under any funding restriction by any Ministry of Government of India or the State Government or any of its agencies

4. That if at any time it is ever found that \_\_\_\_\_(Firm name) has or had ever been blacklisted or declared ineligible for corrupt / fraudulent practices by any Government / agency, \_\_\_\_\_ (Firm name) will be liable to refund to the UP Electronics Corporation Limited, Lucknow. all amounts received till such date under the project granted to \_\_\_\_\_ (Firm name) by UP Electronics Corporation Limited under the agreement.

I, \_\_\_\_\_, the above-named deponent, do hereby verify that the contents of paragraphs 1-4 are true to my knowledge and that this affidavit has been drawn under my instructions.

DEPONENT:

VERIFICATION:

Verified at \_\_\_\_\_, on this \_\_\_\_\_ day of \_\_\_\_\_, 2021 that the contents of the above aforesaid are true to my knowledge; no part of it is false and nothing material has been concealed therefrom.

DEPONENT:

**10.7.1. Self-Declaration by Bidder / Consortium member for not being blacklisted**

Date.....

To,

Managing Director,

UP Electronics Corporation Ltd.,

Navchetna Kendra, Ashok Marg,

Sadullah Nagar, Narhi, Hazratganj,

Lucknow, Uttar Pradesh 226001

Dear Sir,

Ref.: Tender No.

I / We hereby confirm that our firm has not been banned or blacklisted by any government organization/Financial institution/Court/Public sector Unit /Central Government.

Signature of Bidder.....

Place:

Name.....

Date:

Designation.....

Seal\_\_\_\_\_

**10.7.2. Self-Declaration by OEM for not being blacklisted**

Please use the above template

**10.8. Annexure 8 – Declaration of Total Responsibility**

Date .....

To,

Managing Director,

UP Electronics Corporation Ltd.,

Navchetna Kendra, Ashok Marg,

Sadullah Nagar, Narhi, Hazratganj,

Lucknow, Uttar Pradesh 226001

Ref.: Tender No.

Subject: Declaration of Total Responsibility for “Smart Class for Elementary Schools of Uttar Pradesh” Tender

Dear Sir,

This is to certify that we, the undersigned, undertake the total responsibility for the quality and timeliness of the goods and services, as per the requirement of the above-mentioned Tender, for the duration specified in the above-mentioned Tender.

(Authorized Signatory)

Signature:

Name:

Designation:

Address:

Seal:

## 10.9. Annexure 9 – Format for Power of Attorney

Dated:

To Whomsoever it may Concern

Know all men by these presents, we (name and registered office address of the Bidder) do hereby constitute, appoint and authorize Mr. (Name of \_\_\_\_\_ the Person(s)), \_\_\_\_\_ domiciled \_\_\_\_\_ at (Address), acting as (Designation and the name of the firm), as Authorized Signatory and whose signature is attested below, as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Proposal for award of Agreement for “Smart Class for Elementary Schools of Uttar Pradesh” involving the deliverables as per agreement with UP Electronics Corporation Limited, Lucknow vide Invitation for e Tender dated \_\_\_\_\_, issued by UP Electronics Corporation Limited, Lucknow through etender.nic.in portal, including signing and submission of all documents and providing information and responses to clarifications / enquiries etc. as may be required by UP Electronics Corporation Limited, Lucknow or any governmental authority, representing us in all matters before UP Electronics Corporation Limited, Lucknow, and generally dealing with UP Electronics Corporation Limited, Lucknow in all matters in connection with our Proposal for the said Project.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

For \_\_\_\_\_

(Signature)

(Name, Title and Address)

Accept

(Attested signature of Mr. \_\_\_\_\_)

(Name, Title and Address of the Attorney)

Notes:

1. To be executed by the Bidder
2. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it



is so required the same should be under common seal affixed in accordance with the required procedure.

3. Also, wherever required, the executant(s) should submit for verification the extract of the charter documents and documents such as a resolution / power of attorney in favor of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the executants(s).

**10.10. Annexure 10 – Format of Authorization Letter to be issued by OEMs**

Date .....

To,  
Managing Director,  
UP Electronics Corporation Ltd.,  
Navchetna Kendra, Ashok Marg,  
Sadullah Nagar, Narhi, Hazratganj,  
Lucknow, Uttar Pradesh 226001

Dear Sir,

Ref.: Tender No.

I / We \_\_\_\_\_ hereby commit & confirm the following:

1. The duration of the after-sales service support will be for a period of minimum Three years (Three-year warranty 3-year paid service support) from the date of supply of equipment.
2. The after-sales service support will be provided onsite and will not be charged extra.
3. The after-sales service support will be comprehensive hence no extra charge is to be paid for any Hardware failure.
4. After expiry of warranty, the bidder will provide service support through their service centers in every district.

Signature .....

Name .....

Designation .....

**10.11. Annexure 11 – Past Experience Format**

<b>Project Name:</b>	<b>Country:</b>
<b>Location within Country:</b>	<b>Key professional staff Provided by Your Firm / Entity (profiles):</b>
<b>Name of the Client:</b>	<b>No. of Staff:</b>
<b>Address:</b>	<b>Duration of Assignment:</b>
<b>Start date:</b> <b>Completion Date:</b>	<b>Approximate Value of Project:</b>
<b>Narrative Description of the project:</b>	
<b>Description of actual services provided by your organization:</b>	

**10.12. Annexure 12 – Declaration for establishing District wise Service Centers**

Date .....

To,

Managing Director,

UP Electronics Corporation Ltd.,

Navchetna Kendra, Ashok Marg,

Sadullah Nagar, Narhi, Hazratganj,

Lucknow, Uttar Pradesh 226001

Ref.: Tender No.

Subject: Declaration for establishing District wise Service centers for “Smart Class for Elementary Schools of Uttar Pradesh” Tender

Dear Sir,

This is to certify that we, the undersigned, \_\_\_\_\_(have or will establish) the Service Centers in each district as defined in the above mentioned Tender, for providing after sales services support of the smartclass as per scope, terms and conditions of the above-mentioned Tender.

<<Please attach the list of Service Centers along with Address if the Service Centers already exist>>

(Authorized Signatory)

Signature:

Name:

Designation:

Address:

Seal:

### 10.13. Annexure 13 – Smart Class Specification

Technical Specifications for Learning Device

S No.	Item	Component	Description
1	Computing Device	Processor	Intel Core i3 or Higher
		Storage	1TB
		System Memory (RAM)	4 GB RAM
		Graphics	Intel HD Graphic
2	Peripheral Connectivity	Wi-Fi	Integrated Wireless 802.11a/b/g/h
		Bluetooth	Bluetooth 4.0 or Higher
		USB Ports	3 or Higher
3	Power	Power Required	DC Power
4	Display Out	HDMI	HDMI

		VGA	VGA Out
5	Audio	Speakers	25 W or Higher
6	Operating System	Windows OS	Windows 10 with Anti Virus for warranty period
7	Interactivity Technology	Simultaneous Touch Points	255
		Accuracy	+/-2 px
		Max USB Transmission Distance	15ft
		Image Dimension	90" diagonal @ 50 cm
		Calibration	Automatic/Manual Calibration
		Response Time	8ms
		Screen Capture/Active Screen Area	Up to 160"

Technical Specifications Projector			
	Specification	Projection System	GA
		Native Resolution	1024x768

		Brightness	3000 ANSI LUMENS or Higher
		Contrast Ratio	18000:1 or Higher
		Light Source	Lamp
		Light Source Life	6000
		Lamp Watt	190W
		Lens	F=2.6, F=6.9mm
		Throw Ratio	0.61
		Image Size	59-300"
		Throw Distance	0.74m-1012m (77" @ 0.95m)
		Optical Zoom	Fixed
		Response Time	16ms
	Input	Computer in	2
		(share with component)	
		Audio-in (3.5mm)	1

	Output	Monitor out	1
		Audio out (3.5mm)	1
		Speaker	2W
	Control	RS232	1
		USB Type Mini B (Services)	1
	Others	Power Supply Voltage	100-240V+/-10%,50/60Hz AC
		Power Consumption	Normal: 260W Standby: <0.5W
		Operating Temperature	0~40 °C
		Net Weight	Less than 6.5kg for Integrated Unit
		Dimensions (WxDxH) with Adjustment Foot	288x220x86mm
		Language	English & Hindi
		White Board	6x4

	Battery Backup	01 KVA Line Interactive UPS	>45 minute Backup
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The above could also be provided as an Integrated Solution having Computer, Projector, Speaker and Interacting Bounded in a single unit complied together with the specification.

### 10.14. Annexure 14 – District Wise list for supply of SmartClass

District wise list for supply of smartclass are mentioned below:

Districts			
1	BAHRAICH	15	MIRZAPUR
2	BALRAMPUR	16	MORADABAD
3	CHANDALI	17	MUZAFFARNAGAR
4	CHITRAKOOT	18	RAMPUR
5	FATEHPUR	19	SAHARANPUR
6	FIROZABAD	20	SAMBHAL (BHIM NAGAR)
7	GHAZIPUR	21	SHAMLI (PRABUDH NAGAR)
8	GORAKHPUR	22	SHRAWASTI
9	JHANSI	23	SIDDHARTHANAGAR
10	KANNAUJ	24	SONBHADRA
11	KANPUR NAGAR	25	VARANASI
12	KANSHIRAM NAGAR	26	BULANDSHAHR
13	KAUSHAMBI		

Smartclass will be installed in following schools

S.No.	District name	Block Name	Cluster Name	UDISE Code	School Name
1	BAHRAICH	KAISER GANJ	JAMALUDIN PUR	09500202502	JHS JAMALUDIN PUR
2	BAHRAICH	CHITTAURA	VAJEERPUR	09500803102	JHS VAJEERPUR
3	BAHRAICH	KAISER GANJ	KARELA SHAHBAZ PUR	09500205303	JHS KARELA SHAHBAZ PUR
4	BAHRAICH	NAWAB GANJ	LAXMANPUR SALARPUR	09501204402	JHS LAXMANPUR SALARPUR
5	BAHRAICH	KAISER GANJ	KUNDASAR	09500206103	JHS KUNDASAR
6	BAHRAICH	KAISER GANJ	SHORAS	09500208502	JHS SHORAS
7	BAHRAICH	TAJWA PUR	BEHTABHAYA	09500702302	JHS BEHTABHAYA
8	BAHRAICH	TAJWA PUR	SURJANA	09500708402	JHS SURJANA
9	BALRAMPUR	SHRIDUTTGANJ	PACHAUTHA	09521601102	U.P.S. PACHAUTHA
10	BALRAMPUR	TULSIPUR	JEDDAPUR NAVEEN	09522005902	U.P.S. JEDDAPUR NAVEEN
11	BALRAMPUR	TULSIPUR	HARHATA	09522006202	U.P.S. HARHATA
12	BALRAMPUR	TULSIPUR	SEKHUNIYAN	09522006802	U.P.S. SEKHUNIYAN
13	BALRAMPUR	TULSIPUR	II LAL NAGAR SIPAHIYA	09522009702	U.P.S. II LAL NAGAR SIPAHIYA

14	BALRAMPUR	TULSIPUR	VISHUNPUR BAIRHANIYA	09522011801	U.P.S.VISHUNPUR BAIRHANIYA
15	BALRAMPUR	HARAIYA SATGHARWA	PARASPUR KAMDA	09522100702	U.P.S. PARASPUR KAMDA
16	BALRAMPUR	HARAIYA SATGHARWA	. KHAIRAHANIYA	09522102106	U.P.S. KHAIRAHANIYA
17	BALRAMPUR	HARAIYA SATGHARWA	BHITWARIYA	09522102202	U.P.S. BHITWARIYA
18	BALRAMPUR	HARAIYA SATGHARWA	MAHADEV BANKI	09522103002	U.P.S. MAHADEV BANKI
19	BALRAMPUR	HARAIYA SATGHARWA	LAXMAN PUR KHAIRAHNIYA	09522104802	UPS LAXMAN PUR KHAIRAHNIYA
20	BALRAMPUR	HARAIYA SATGHARWA	SIRKAHWA	09522108802	U.P.S. SIRKAHWA
21	BALRAMPUR	HARAIYA SATGHARWA	BAHADUR GANJ	09522110102	U.P.S. BAHADUR GANJ
22	BALRAMPUR	PACHPERWA	BEMIHA	09522202104	U.P.S. BEMIHA
23	BALRAMPUR	PACHPERWA	BHAGAWAN PUR KHADER	09522207802	U.P.S. BHAGAWAN PUR KHADER
24	BALRAMPUR	GAINSRI	VISHUNUPUR KALAN	09522300802	UPS VISHUNUPUR KALAN
25	BALRAMPUR	GAINSRI	BHADUWA SHANKAR NAGAR	09522305402	U.P.S BHADUWA SHANKAR NAGAR
26	BALRAMPUR	GAINSRI	BELHASA	09522305902	U.P.S. BELHASA
27	BALRAMPUR	GAINSRI	JEHDARIYA	09522306502	UPS JEHDARIYA
28	BALRAMPUR	BALRAMPUR	KANYA NAND NAGAR	09522400703	KANYA UPS NAND NAGAR
29	BALRAMPUR	BALRAMPUR	SHANKAR PUR	09522406602	UPS SHANKAR PUR
30	BALRAMPUR	BALRAMPUR	RAMNAGRA	09522411302	U.P.S. RAMNAGRA
31	BALRAMPUR	UTRAULA	MIRZAPUR	09522602202	U. P. S. MIRZAPUR
32	BALRAMPUR	REHRA BAZAR	MUBARAK PUR	09522804603	U.P.S. MUBARAK PUR
33	BALRAMPUR	REHRA BAZAR	RADHIKA NAGAR SAHJAURA	09522804904	U.P.S. RADHIKA NAGAR SAHJAURA
34	CHANDAULI	SAKALDIHA	NONAR	09660400401	UPS NONAR
35	CHANDAULI	CHANDAULI	DHARAULI	09660110501	UPS DHARAULI
36	CHANDAULI	SAKALDIHA	DIGHAWAT	09660409302	UPS DIGHAWAT
37	CHANDAULI	NAUGARH	SONVAR	09660906601	UPS SONVAR
38	CHITRAKOOT	CHITRAKOOT	KANTHIPUR	09410102302	PMV KANTHIPUR
39	CHITRAKOOT	CHITRAKOOT	MUKUNDPUR	09410107602	PMV MUKUNDPUR
40	CHITRAKOOT	PAHADI	SURWAL	09410201101	PMV SURWAL
41	CHITRAKOOT	PAHADI	MIRJAPUR	09410202503	PMV MIRJAPUR
42	CHITRAKOOT	PAHADI	NAHARA	09410202704	PMV NAHARA
43	CHITRAKOOT	MAU	MANKA	09410305203	PMV MANKA
44	CHITRAKOOT	RAM NAGAR	KATAIYA KHADAR	09410401902	PMV KATAIYA KHADAR
45	CHITRAKOOT	RAM NAGAR	BARUWA	09410402304	PMV BARUWA
46	CHITRAKOOT	CHITRAKOOT	BALAPUR MAFI	09410103804	PMV BALAPUR MAFI
47	CHITRAKOOT	CHITRAKOOT	BIHARA	09410107304	PMV BIHARA
48	CHITRAKOOT	PAHADI	KEVTAN PURWA	09410200205	PMV KEVTAN PURWA



	T				
49	CHITRAKOOT	PAHADI	DEWARI	09410201003	PMV DEWARI
50	CHITRAKOOT	PAHADI	KALAWARA KHURD	09410203003	PMV KALAWARA KHURD
51	CHITRAKOOT	PAHADI	KUCHA RAM	09410208101	PMV KUCHA RAM
52	CHITRAKOOT	RAM NAGAR	GHUNUWA	09410401105	PMV GHUNUWA
53	CHITRAKOOT	MANIKPUR	BAGHWARA	09410504302	PMV BAGHWARA
54	CHITRAKOOT	MANIKPUR	KAILAHA	09410504802	PMV KAILAHA
55	CHITRAKOOT	MANIKPUR	KARAUNHA	09410505303	PMV KARAUNHA
56	FATEHPUR	TELIYANI	CHAKHEDI	09420509202	J.H.S CHAKHEDI
57	FATEHPUR	HASAWA	KARIYA MAU	09420802602	J.H.S.KARIYA MAU
58	FATEHPUR	VIJAIPUR	BHOGAL PUR	09421101502	J.H.S.BHOGAL PUR
59	FATEHPUR	TELIYANI	.BENI HARSING PUR	09420502002	J.H.S.BENI HARSING PUR
60	FATEHPUR	DHATA	KESHAW RAI PUR KEWATMAI	09421305302	J.H.S. KESHAW RAI PUR KEWATMAI
61	FATEHPUR	MALAWAN	TENDULI	09420420603	J.H.S. TENDULI
62	FATEHPUR	BHITAURA	.PADRI	09420607802	J.H.S.PADRI
63	FIROZABAD	KHAIRGARH	GHUNPAI	09160506002	U.P.S. GHUNPAI
64	FIROZABAD	KHAIRGARH	KHAIYATAN	09160509702	UPS KHAIYATAN
65	FIROZABAD	NARKHI	NAGLA SIKANDAR	09161204302	UPS NAGLA SIKANDAR
66	FIROZABAD	TUNDLA	SIKRARI	09160308403	UPS SIKRARI
67	FIROZABAD	TUNDLA	THAR BALDI	09160317001	UPS THAR BALDI
68	FIROZABAD	KHAIRGARH	BARTHARA	09160502803	UPS BARTHARA
69	FIROZABAD	KHAIRGARH	BABAIN	09160505402	U.P.S. BABAIN
70	FIROZABAD	KHAIRGARH	BIJAULI	09160500709	UPS SCHOOL BIJAULI
71	FIROZABAD	T.A. FIROZABAD	MULTI STORY SAILAI	09161009405	MULTI STORY SAILAI
72	FIROZABAD	TUNDLA	BURJ NATHU	09160301502	U.P.S. BURJ NATHU
73	FIROZABAD	TUNDLA	NIYAMATPUR	09160301602	UPS NIYAMATPUR
74	FIROZABAD	TUNDLA	NAGLA PAR	09160314202	UPS NAGLA PAR
75	GHAZIPUR	SAIDPUR	MAHMOOD PUR	09650703402	U.P.S. MAHMOOD PUR
76	GHAZIPUR	SAIDPUR	TAJPUR MOLANA	09650709302	U.P.S. TAJPUR MOLANA
77	GHAZIPUR	DEOKALI	DEOCHAND PUR	09650800603	U.P.S. DEOCHAND PUR
78	GHAZIPUR	DEOKALI	HATHAURI	09650804302	U.P.S. HATHAURI
79	GHAZIPUR	ZAKHANIA	RAM PUR BALBHADRA	09650906404	U.P.S. RAM PUR BALBHADRA
80	GHAZIPUR	REOTIPUR	REOTIPUR	09651000115	U.P.S. REOTIPUR
81	GHAZIPUR	REOTIPUR	BEMUWA	09651003902	U.P.S. BEMUWA
82	GHAZIPUR	ZAMANIA	MATASA	09651102102	U.P.S. MATASA
83	GHAZIPUR	MOHAMMADABAD	FIROJ PUR	09651508506	U.P.S. FIROJ PUR
84	GHAZIPUR	SADAT	MAH PUR	09651604402	U.P.S. MAH PUR
85	GHAZIPUR	SADAT	RAI PUR	09651619502	U.P.S. RAI PUR
86	GHAZIPUR	GHAZIPUR SADAR	NAGWA URF KATAILA	09650306302	U.P.S. NAGWA URF KATAILA
87	GHAZIPUR	ZAKHANIA	KUDILA	09650904502	U.P.S. KUDILA

88	GHAZIPUR	REOTIPUR	NAGSAR	09651009101	U.P.S. NAGSAR
89	GHAZIPUR	KASIMABAD	SANEHUWA	09651204902	U.P.S. K.SANEHUWA
90	GHAZIPUR	KASIMABAD	WASUDEO PUR	09651205902	U.P.S. WASUDEO PUR
91	GHAZIPUR	MOHAMMADABAD	HARIHAR PUR	09651500903	U.P.S. HARIHAR PUR
92	GHAZIPUR	BHADAURA	BABHANAULIYA	09650100302	U.P.S. BABHANAULIYA
93	GHAZIPUR	BHADAURA	BHATAURA	09650101002	U.P.S. BHATAURA
94	GHAZIPUR	MANIHARI	MANIHARI	09650205002	U.P.S. K.MANIHARI
95	GHAZIPUR	KARANDA	MADANAHI	09650403102	U.P.S. MADANAHI
96	GHAZIPUR	KARANDA	REWSA	09650404402	U.P.S. REWSA
97	GHAZIPUR	BIRNO	PIPNDAR	09650504203	U.P.S. PIPNDAR
98	GHAZIPUR	MARDAH	GULAL SARAY	09650601903	U.P.S. GULAL SARAY
99	GORAKHPUR	BAANSGAON	, LALPUR	09580409402	P.M.V. , LALPUR
100	GORAKHPUR	BAANSGAON	, KURABHARAT	09580414002	P.M.V., KURABHARAT
101	GORAKHPUR	SAHJANWA	, KHAJURI	09580502103	P.M.V., KHAJURI
102	GORAKHPUR	KHAJNI	, GOPALPUR	09580707401	P.M.V., GOPALPUR
103	GORAKHPUR	SARDARNAGAR	DUMRI KHURD	09580805203	P.M.V. DUMRI KHURD
104	GORAKHPUR	CHARGANWA	RETAWAHIYA	09581000102	P.M.V. RETAWAHIYA
105	GORAKHPUR	CHARGANWA	JANGAL AYODHYA PRASAD	09581003202	P.M.V., JANGAL AYODHYA PRASAD
106	GORAKHPUR	BADHALGANJ	SEEDHEGAUR	09581201702	PMV SEEDHEGAUR
107	GORAKHPUR	BADHALGANJ	KHAJURI GOSAI	09581210301	PMV KHAJURI GOSAI
108	GORAKHPUR	PAALI	GOVINDPUR	09581301102	P.M.V., GOVINDPUR
109	GORAKHPUR	PAALI	KODARI	09581304501	P.M.V., KODARI
110	GORAKHPUR	BHATHAT	PATRA	09581400804	P.M.V., PATRA
111	GORAKHPUR	KAUDIRAM	BELIPAR	09581501603	PMV BELIPAR
112	GORAKHPUR	CAMPIARGANJ	, INDRAPUR	09581604202	P.M.V., INDRAPUR
113	GORAKHPUR	PIPRAICH	, CHILBILWA	09581901402	U.P.S., CHILBILWA
114	GORAKHPUR	PIPRAICH	., USKA	09581903102	PMV., USKA
115	GORAKHPUR	BHATHAT	, GULRIA - I	09581403703	P.M.V., GULRIA - I
116	JHANSI	BAMORE	UCCH P.V. SIYA	09360202003	UCCH P.V. SIYA
117	JHANSI	BARAGAON	BHOJLA	09360405404	P.M.V-BHOJLA
118	JHANSI	BAMORE	BENDA	09360204802	P.M.V. BENDA
119	JHANSI	BANGRA	CHITARAN KHIRAK	09360301208	P.M.V. CHITARAN KHIRAK
120	JHANSI	BANGRA	PADRA	09360306302	P.M.V. PADRA
121	KANNAUJ	UMARDA	HARAI PUR	09300202006	UPS HARAI PUR
122	KANNAUJ	UMARDA	BEHRAPUR	09300213506	UPS BEHRAPUR
123	KANNAUJ	TAL GRAM	ANI BHOJ	09300308002	JHS ANI BHOJ
124	KANNAUJ	TAL GRAM	GANGA GUNJ GURAWLI	09300308102	JHS GANGA GUNJ GURAWLI
125	KANNAUJ	TAL GRAM	UMER PUR	09300311501	JHS UMER PUR
126	KANNAUJ	CHHIBRAMAU	MANIKAPUR	09300407702	UPS MANIKAPUR
127	KANNAUJ	SAURIKH	SAHROI	09300509214	JHS SAHROI
128	KANNAUJ	GUGRAPUR	KACHIYA PUR	09300901102	JHS KACHIYA PUR
129	KANNAUJ	GUGRAPUR	SENGER MAU	09300901502	JHS SENGER MAU
130	KANNAUJ	CHHIBRAMAU	PALIA BOUCHPUR	09300406403	UPS PALIA BOUCHPUR
131	KANNAUJ	JALALABAD	KATRA	09300701602	JHS KATRA
132	KANNAUJ	JALALABAD	JEWAN	09300701702	JHS JEWAN

133	KANPUR NAGAR	BILHAUR	GADANPUR CHORSA	09340601604	UPS GADANPUR CHORSA
134	KANPUR NAGAR	KAKWAN	AHMEDPUR NADIHA	09340703701	UPS AHMEDPUR NADIHA
135	KANPUR NAGAR	GHATAMPUR	RAMPUR	09340905202	POORV M. V. RAMPUR
136	KANPUR NAGAR	GHATAMPUR	KASIMPUR	09340912901	UPS KASIMPUR
137	KANPUR NAGAR	PATARA	MIRJAPUR	09341006404	UPS MIRJAPUR
138	KANPUR NAGAR	SARSAUL	KATRI DOMANPUR	09340106002	UPS KATRI DOMANPUR
139	KANPUR NAGAR	BIDHNU	SIRHI	09340203502	POORV M. SIRHI
140	KANPUR NAGAR	SHIVRAJPUR	DORWA JAMAULI	09340502803	UPS DORWA JAMAULI
141	KANPUR NAGAR	SHIVRAJPUR	MAKRANDNEWADA	09340502805	UPS MAKRANDNEWADA
142	KANPUR NAGAR	GHATAMPUR	GARATHA	09340901602	POORV M. V. GARATHA
143	KANPUR NAGAR	GHATAMPUR	BADLESIMNAPUR	09340901902	UPS BADLESIMNAPUR
144	KANSHIRAM NAGAR	GANJ DUNDWARA	MYAU	09720407702	UPS MYAU
145	KANSHIRAM NAGAR	PATYALI	HATHAURA VAN	09721001203	UPS HATHAURA VAN
146	KANSHIRAM NAGAR	PATYALI	N.MANSINGH	09721005102	UPS N.MANSINGH
147	KANSHIRAM NAGAR	PATYALI	PURANA BAJAR BHARGAIN	09721009414	UPS PURANA BAJAR BHARGAIN
148	KANSHIRAM NAGAR	PATYALI	ORANGABAD	09721011501	UPS ORANGABAD
149	KANSHIRAM NAGAR	SAHAVAR	UP S BAJNAGAR	09721107402	UP S BAJNAGAR
150	KANSHIRAM NAGAR	SORON	GANGAGARH	09721505304	UPS GANGAGARH
151	KANSHIRAM NAGAR	GANJ DUNDWARA	NAGAR KANCHANPUR	09720403302	UPS NAGAR KANCHANPUR
152	KANSHIRAM NAGAR	GANJ DUNDWARA	AJEEJPUR	09720407502	UPS AJEEJPUR
153	KANSHIRAM NAGAR	PATYALI	KUDHA	09721008002	UPS KUDHA
154	KANSHIRAM NAGAR	SORON	BARAGAON	09721502902	UPS BARAGAON
155	KAUSHAMBI	MANJHANPUR	GOBAR SHAHAI	09440102902	U.P.S. GOBAR SHAHAI
156	KAUSHAMBI	NEWADA	SAHPUR PERWA	09440405802	U.P.S. SAHPUR PERWA
157	KAUSHAMBI	NEWADA	TILGODI	09440406002	U.P.S. TILGODI
158	KAUSHAMBI	MURATGANJ	U.P.S RSOOLPUR BADLEY	09440602502	U.P.S RSOOLPUR BADLEY
159	KAUSHAMBI	MURATGANJ	BIRAULI	09440603801	U.P.S. BIRAULI
160	KAUSHAMBI	KADA	UPPER P.S. MOHABBADPUR JEETA	09440803502	UPPER P.S. MOHABBADPUR JEETA
161	KAUSHAMBI	KADA	U.PS. RASULPUR	09440807702	U.PS. RASULPUR
162	KAUSHAMBI	MANJHANPUR	AMINPUR SAWARO	09440106306	U.P.S. AMINPUR SAWARO
163	KAUSHAMBI	NEWADA	BARETHI	09440405902	U.P.S.BARETHI
164	KAUSHAMBI	SARSAWAN	NAUBASTA	09440509503	U.P.S. NAUBASTA

165	KAUSHAMBI	MURATGANJ	PATTI PARVEJA BAD	09440601901	U.P.S. PATTI PARVEJA BAD
166	MIRZAPUR	PAHARI	DARI RAM	09690400702	U.P.S. DARI RAM
167	MIRZAPUR	PAHARI	DANTI	09690401102	U.P.S. DANTI
168	MIRZAPUR	CHHANBEY	GOGAON	09690500904	U.P.S. GOGAON
169	MIRZAPUR	CHHANBEY	BHAWAN	09690507404	U.P.S. BHAWAN
170	MIRZAPUR	RAJGARH	SARSON GRAM	09690606302	U.P.S. SARSON GRAM
171	MIRZAPUR	RAJGARH	LOOSA	09690610202	U.P.S. LOOSA
172	MIRZAPUR	JAMALPUR	SARSA DEWRIYA	09690800704	U.P.S. SARSA DEWRIYA
173	MIRZAPUR	JAMALPUR	BHADAWAL (K)	09690802703	U.P.S. BHADAWAL (K)
174	MIRZAPUR	JAMALPUR	KAUDIA KALA	09690810002	U.P.S. KAUDIA KALA
175	MIRZAPUR	PAHARI	SHISTA KHURD	09690400602	U.P.S. SHISTA KHURD
176	MIRZAPUR	LALGANJ	TENDUA KALA	09690307902	U.P.S. TENDUA KALA
177	MIRZAPUR	LALGANJ	RAJAPUR	09690308902	U.P.S. RAJAPUR
178	MIRZAPUR	RAJGARH	BARA GAON	09690605702	U.P.S. BARA GAON
179	MIRZAPUR	JAMALPUR	SHRUTIHAR	09690809602	U.P.S. SHRUTIHAR
180	MIRZAPUR	JAMALPUR	MADARPUR	09690810402	U.P.S. MADARPUR
181	MIRZAPUR	NAGAR	ARGAJA PANDEY	09691404403	U.P.S. ARGAJA PANDEY
182	MORADABAD	BILARI	SIHALI MALA	09040313001	J.H.S.SIHALI MALA
183	MORADABAD	BILARI	DEVRI	09040321902	J.H.S.DEVRI
184	MORADABAD	KUNDERKI	DOMGHAR	09040711601	J.H.S.DOMGHAR
185	MORADABAD	KUNDERKI	BHINDWARI	09040712001	J.H.S.BHINDWARI
186	MORADABAD	CHAJLET	MUZAFFARPUR TANDA	09042008704	J.H.S.MUZAFFARPUR TANDA
187	MORADABAD	KUNDERKI	IMRATPUR UDHO	09040701202	J.H.S.IMRATPUR UDHO
188	MORADABAD	MORADABAD	GAJ GOLA NANAK BARI	09040802302	J.H.S.GAJ GOLA NANAK BARI
189	MORADABAD	KUNDERKI	JAT PURA	09040711401	J.H.S.JAT PURA
190	MORADABAD	KUNDERKI	GANGWARI	09040714202	J.H.S.GANGWARI
191	MORADABAD	CHAJLET	J.H,S,SARAI KHAJOR	09042001102	J.H,S,SARAI KHAJOR
192	MUZAFFARN AGAR	SADAR	BAHADURPUR	09020104003	J.H.S. BAHADURPUR
193	MUZAFFARN AGAR	JANSATH	SIKANDARPUR	09021202902	JHS SIKANDARPUR
194	MUZAFFARN AGAR	MORNA	MIRJATILLA	09021303809	MIRJATILLA JHS
195	MUZAFFARN AGAR	KHATAULI	GHANSHYAM PURA	09021402102	JHS GHANSHYAM PURA
196	MUZAFFARN AGAR	MORNA	MAJLISPUR TAUFEEER	09021303003	KUPS MAJLISPUR TAUFEEER
197	RAMPUR	SHAHBAD	MITTAR PUR	09050121401	UPS MITTAR PUR
198	RAMPUR	BILASPUR	MUNDIAKALAN	09050208502	U.P.S. MUNDIAKALAN
199	RAMPUR	BILASPUR	SISONA	09050210902	U.P.S. SISONA
200	RAMPUR	BILASPUR	AHRO	09050211007	U.P.S. AHRO
201	RAMPUR	SUAR	MUNSIGANJ	09050306902	UPS MUNSIGANJ
202	RAMPUR	SUAR	CHITRIYA JAGEER	09050307902	UPS CHITRIYA JAGEER
203	RAMPUR	SUAR	PARVAT PUR	09050313903	UPS PARVAT PUR
204	RAMPUR	MILAK	KHEMPUR	09050510904	U.P.S. KHEMPUR
205	RAMPUR	MILAK	LAKHIMPUR BHIKA	09050512005	U.P.S. LAKHIMPUR BHIKA
206	RAMPUR	SAID NAGAR	MURSAINA	09050608102	U.P.S. MURSAINA
207	RAMPUR	SAID NAGAR	JAGATPUR	09050613502	U.P.S. JAGATPUR

208	RAMPUR	SAID NAGAR	HAKEEMGUNJ	09050624702	U.P.S. HAKEEMGUNJ
209	RAMPUR	BILASPUR	GAJRAULA	09050200103	U.P.S. GAJRAULA
210	RAMPUR	BILASPUR	PIPALIA MISHRA	09050201802	U.P.S. PIPALIA MISHRA
211	RAMPUR	BILASPUR	KHAJURIYA KHURD	09050205703	U.P.S. KHAJURIYA KHURD
212	RAMPUR	SUAR	RUSTAMNAGAR	09050303102	UPS RUSTAMNAGAR
213	RAMPUR	SUAR	LAMBAKHEDA	09050311007	UPS LAMBAKHEDA
214	RAMPUR	CHAMRAUVA	INDRI	09050402502	U.P.S. INDRI
215	SAHARANPUR	SARSAVA	MEERPUR	09010705302	U.P.S. MEERPUR
216	SAHARANPUR	BALIA KHEDI	NAUJLI	09010800702	U.P.S. NAUJLI
217	SAHARANPUR	BALIA KHEDI	TAPRI KHURD	09010810802	U.P.S. TAPRI KHURD
218	SAHARANPUR	PUNWARKA	CHANDPUR	09011007602	U.P.S. CHANDPUR
219	SAHARANPUR	MUZAFFARABAD	SEKHUPUR	09011213302	U.P.S. SEKHUPUR
220	SAHARANPUR	SADHOLI KADIM	KHERI MADHATI	09010401002	U.P.S. KHERI MADHATI
221	SAHARANPUR	NANAUTA	U.P.S HANGAWLI	09010906302	U.P.S HANGAWLI
222	SAHARANPUR	NAGAL	U.P.S BASEDA	09011104003	U.P.S BASEDA
223	SAHARANPUR	BALIA KHEDI	CHANDANPUR	09010804503	U.P.S. CHANDANPUR
224	SAMBHAL (BHIM NAGAR)	ASMOLI	HARTHALA	09680107103	J.H.S. HARTHALA
225	SAMBHAL (BHIM NAGAR)	BEHJOI	MADARA SULTAN PUR KHURD	09680406202	J.H.S. MADARA SULTAN PUR KHURD
226	SAMBHAL (BHIM NAGAR)	BANIYAKHERA	RUSTAMPUR UGHIYA	09680504402	J.H.S. RUSTAMPUR UGHIYA
227	SAMBHAL (BHIM NAGAR)	BANIYAKHERA	ALEHDAD PUR CHAMU	09680512302	J.H.S. ALEHDAD PUR CHAMU
228	SAMBHAL (BHIM NAGAR)	JUNAVAI	MAIDHOLI	09680700402	UPS. MAIDHOLI
229	SAMBHAL (BHIM NAGAR)	JUNAVAI	. KASHIPUR	09680702002	UPS. KASHIPUR
230	SAMBHAL (BHIM NAGAR)	JUNAVAI	. BAIRPUR MEHRAJI	09680705302	UPS. BAIRPUR MEHRAJI
231	SAMBHAL (BHIM NAGAR)	JUNAVAI	. KHIRAKWARI	09680706304	UPS. KHIRAKWARI
232	SAMBHAL (BHIM NAGAR)	BEHJOI	SADAT BARI	09680407601	J.H.S. SADAT BARI
233	SAMBHAL (BHIM NAGAR)	BEHJOI	CHANDAN KATI	09680410001	J.H.S. CHANDAN KATI
234	SAMBHAL	SAMBHAL	MITHOLI	09681100603	JHS MITHOLI

	(BHIM NAGAR)				
235	SAMBHAL (BHIM NAGAR)	SAMBHAL	PHOOL SINGHA	09681103202	J.H.S.PHOOL SINGHA
236	SAMBHAL (BHIM NAGAR)	GUNNOR	RASOOLPUR	09681402002	UPS. RASOOLPUR
237	SAMBHAL (BHIM NAGAR)	ASMOLI	MATHNA HASANGARH	09680104402	J.H.S.MATHNA HASANGARH
238	SAMBHAL (BHIM NAGAR)	ASMOLI	SEWA PUR PADARATH PUR	09680106902	J.H.S.SEWA PUR PADARATH PUR
239	SAMBHAL (BHIM NAGAR)	BEHJOI	CHATAN	09680405802	J.H.S.CHATAN
240	SAMBHAL (BHIM NAGAR)	BEHJOI	RAM GARH	09680406602	J.H.S.RAM GARH
241	SAMBHAL (BHIM NAGAR)	GUNNOR	. GUNNOR	09681402408	UPS. GUNNOR
242	SAMBHAL (BHIM NAGAR)	GUNNOR	. SIROORA KAZI	09681407202	UPS. SIROORA KAZI
243	SAMBHAL (BHIM NAGAR)	RAJPURA	. RAJPURA	09681700506	UPS. RAJPURA
244	SAMBHAL (BHIM NAGAR)	RAJPURA	. RAMPUR MOHKAM	09681706202	UPS. RAMPUR MOHKAM
245	SHAMLI (PRABUDH NAGAR)	THANABHAWAN	BHASANI ISLAMNPUR	09741103203	JHS BHASANI ISLAMNPUR
246	SHAMLI (PRABUDH NAGAR)	SHAMLI	BALAVA	09741000305	KJHS BALAVA
247	SHAMLI (PRABUDH NAGAR)	THANABHAWAN	AMBEHTA YAKOOPUR	09741101702	JHS AMBEHTA YAKOOPUR
248	SHAMLI (PRABUDH NAGAR)	OON	DHARMPURA	09740904303	JHS DHARMPURA
249	SHAMLI (PRABUDH NAGAR)	SHAMLI	BHANERA JAT	09741001402	KANYA JHS BHANERA JAT
250	SHRAWASTI	GILAULA	.GUTUHURU	09510104702	PMS.GUTUHURU
251	SHRAWASTI	GILAULA	MOHRANIA	09510107805	P.M.S.MOHRANIA
252	SHRAWASTI	IKAUNA	RIHAN PURWA	09510302202	JHS RIHAN PURWA
253	SIDDHARTH NAGAR	BHANVAPUR	SHAHPUR	09540904402	J.H.S. SHAHPUR
254	SIDDHARTH NAGAR	ITAVA	KATHELA GRANT	09540705202	J.H.S. KATHELA GRANT
255	SIDDHARTH NAGAR	DUMARIYAGANJ	BHARAT BHARI	09540806502	J.H.S.BHARAT BHARI
256	SIDDHARTH	BIRDPUR	KAKARAHAVA	09540201703	J.H.S. KAKARAHAVA

	NAGAR				
257	SIDDHARTH NAGAR	KHESARAHA	VISHUNPUR MUSTAHKAM	09540505302	J.H.S.K.VISHUNPUR MUSTAHKAM
258	SIDDHARTH NAGAR	MITHAVAL	BANKATA	09540606102	P.M.V.BANKATA
259	SIDDHARTH NAGAR	ITAVA	SISAVA	09540700702	J.H.S. SISAVA
260	SIDDHARTH NAGAR	DUMARIYAGANJ	KANYA. DEIPAR	09540802802	J.H.S. KANYA. DEIPAR
261	SIDDHARTH NAGAR	BHANVAPUR	FATTEPUR	09540901502	J.H.S. FATTEPUR
262	SONBHADRA	BABHANI	MAHUADOHAR	09700705202	U.P.S.MAHUADOHAR
263	SONBHADRA	CHOPAN	KARAMSAR	09700101009	U.P.S. KARAMSAR
264	SONBHADRA	CHOPAN	BHALUKUDAR	09700104505	U.P.S.BHALUKUDAR
265	SONBHADRA	CHOPAN	DEVKHAR	09700110202	U.P.S. DEVKHAR
266	SONBHADRA	DUDHI	JATA JUAA	09700203602	U.P.S.JATA JUAA
267	SONBHADRA	DUDHI	BAIRKHAN	09700205003	U.P.S.BAIRKHAN
268	SONBHADRA	ROBERTSGANJ	ARAULI	09700301103	P.M.S. ARAULI
269	SONBHADRA	ROBERTSGANJ	CHIRAHULI	09700310202	U.P.S.CHIRAHULI
270	SONBHADRA	ROBERTSGANJ	SIDHI KALA	09700319301	U.P.S.SIDHI KALA
271	SONBHADRA	BABHANI	GHAGHARA	09700701303	P.M.S. GHAGHARA
272	SONBHADRA	BABHANI	IKDIRI	09700701703	U.P.S.IKDIRI
273	SONBHADRA	BABHANI	BARWATOLA	09700702403	U.P.S.BARWATOLA
274	SONBHADRA	BABHANI	MACHBANDHWA	09700704502	U.P.S.MACHBANDHWA
275	SONBHADRA	BABHANI	BICHHIYARI	09700704702	P.M.S.BICHHIYARI
276	SONBHADRA	MYORPUR	SIRSOTI	09700802002	U.P.S.SIRSOTI
277	SONBHADRA	MYORPUR	BELHATTHI	09700802102	U.P.S.BELHATTHI
278	SONBHADRA	CHOPAN	KANCHH	09700111303	U.P.S.KANCHH
279	SONBHADRA	DUDHI	DUMARDEEHA MADHYA	09700201006	P.M.S. DUMARDEEHA MADHYA
280	SONBHADRA	DUDHI	MURI SEMAR	09700206203	U.P.S.MURI SEMAR
281	SONBHADRA	GHORAWAL	BHARAU LI	09700409302	U.P.S. BHARAU LI
282	SONBHADRA	GHORAWAL	AOURAHI	09700414903	P.M.S. AOURAHI
283	SONBHADRA	NAGWA	SONPIRI	09700605902	U.P.S.SONPIRI
284	SONBHADRA	BABHANI	ASANA HAR	09700700302	P.M.S. ASANA HAR
285	VARANASI	PINDRA	SAIRA GOPAL PUR	09670809103	UPS SAIRA GOPAL PUR
286	VARANASI	PINDRA	NATH PUR	09670812101	UPS NATH PUR
287	VARANASI	KASHIVIDYAPEETH	RAMANA	09670108701	UPS RAMANA
288	VARANASI	BARAGAON	TARASARA	09670201302	UPS TARASARA
289	VARANASI	BARAGAON	MALHATH	09670208801	UPS MALHATH
290	VARANASI	PINDRA	BELARI	09670812401	UPS BELARI
291	VARANASI	PINDRA	RATAN PUR	09670813201	UPS RATAN PUR
292	VARANASI	BARAGAON	GAGKALAN	09670208901	UPS GAGKALAN
293	VARANASI	BARAGAON	ANEI	09670209401	UPS ANEI
294	VARANASI	BARAGAON	BAHUTARA	09670211301	UPS BAHUTARA
295	VARANASI	HARHUA	GAHURA	09670302902	UPS GAHURA
296	VARANASI	HARHUA	UDAYPUR	09670309101	UPS UDAYPUR
297	VARANASI	SEWAPURI	BESAHU PUR	09670410001	UPS BESAHU PUR



298	VARANASI	ARAJILINES	VABHINIYAW	09670504502	UPS VABHINIYAW
299	VARANASI	ARAJILINES	DHOLAPUR	09670507802	UPS DHOLAPUR
300	VARANASI	ARAJILINES	SIHORAWAN (UTTARY)	09670511701	UPS SIHORAWAN (UTTARY)
301	VARANASI	ARAJILINES	KAPARFORAWA	09670511901	UPS KAPARFORAWA
302	VARANASI	ARAJILINES	MEHADI GANJ	09670512201	UPS MEHADI GANJ
303	VARANASI	ARAJILINES	GANJARI	09670512701	UPS GANJARI
304	VARANASI	ARAJILINES	CHANDA PUR	09670513601	K. UPS CHANDA PUR
305	VARANASI	CHIRAIGAON	UKATHI	09670701602	UPS UKATHI
306	VARANASI	CHIRAIGAON	CHHITAUNA	09670710101	UPS CHHITAUNA
307	VARANASI	CHIRAIGAON	KAMAULI	09670710801	K. UPS KAMAULI
308	VARANASI	SEWAPURI	BHORKALA	09670410201	UPS BHORKALA
309	VARANASI	CHIRAIGAON	SARAIYA	09670700802	UPS SARAIYA
310	SHAMLI (PRABUDH NAGAR)	THANABHAWAN	HARAD FATEHPUR	09741104904	KANYA JHS HARAD FATEHPUR
311	SHAMLI (PRABUDH NAGAR)	THANABHAWAN	SAUHAJANI UMARPURA	09741102002	JHS SAUHAJANI UMARPURA
312	SHAMLI (PRABUDH NAGAR)	THANABHAWAN	JALALABAD	09741101403	JHS JALALABAD
313	SHAMLI (PRABUDH NAGAR)	THANABHAWAN	UMAR PURA	09741101003	JHS UMAR PURA
314	SHAMLI (PRABUDH NAGAR)	THANABHAWAN	MASAVI	09741100504	JHS MASAVI
315	SHAMLI (PRABUDH NAGAR)	SHAMLI	BANAT	09741004403	JHS BANAT
316	SHAMLI (PRABUDH NAGAR)	SHAMLI	KUDANA	09741002103	KANYA JHS KUDANA
317	SHAMLI (PRABUDH NAGAR)	SHAMLI	BUTRADI	09741001203	JHS BUTRADI
318	SHAMLI (PRABUDH NAGAR)	SHAMLI	LILEON	09741000104	JHS LILEON
319	SHAMLI (PRABUDH NAGAR)	OON	KHEDKEE	09740909702	JHS KHEDKEE
320	SHAMLI (PRABUDH NAGAR)	OON	S BEEBEEPUR JALALABAD	09740906702	J.H.S BEEBEEPUR JALALABAD
321	SHAMLI (PRABUDH NAGAR)	OON	PHOONSGAR	09740900802	JHS PHOONSGAR
322	SHAMLI (PRABUDH NAGAR)	KAIRANA	KASAIRWA KHURD	09740804703	JHS KASAIRWA KHURD
323	SHAMLI (PRABUDH NAGAR)	KAIRANA	KASREWAKALA	09740804603	JHS KASREWAKALA
324	SHAMLI	KAIRANA	BUDHUPURA	09740804502	JHS BUDHUPURA



	(PRABUDH NAGAR)				
325	SHAMLI (PRABUDH NAGAR)	KAIRANA	BADHEV	09740804303	JHS BADHEV
326	SHAMLI (PRABUDH NAGAR)	KAIRANA	KANYAYA TITOLI	09740804006	KANYAYA JHS TITOLI
327	SHAMLI (PRABUDH NAGAR)	KAIRANA	ARYA PURI	09740803702	JHS ARYA PURI
328	SHAMLI (PRABUDH NAGAR)	KAIRANA	BUCHCHA KHERI	09740801404	KANYA JHS BUCHCHA KHERI
329	SHAMLI (PRABUDH NAGAR)	KAIRANA	PAVTI KALA	09740800803	JHS PAVTI KALA
330	SHAMLI (PRABUDH NAGAR)	KAIRANA	BHOORA	09740800704	KANYA JHS BHOORA
331	SHAMLI (PRABUDH NAGAR)	KAIRANA	KANDELA	09740800103	JHS KANDELA
332	SHAMLI (PRABUDH NAGAR)	KANDHLA	ESLAMPURGHISAU LI	09740705302	JHS ESLAMPURGHISAU LI
333	SHAMLI (PRABUDH NAGAR)	KANDHLA	GADI SHYAM	09740704502	KANYA JHS GADI SHYAM
334	SHAMLI (PRABUDH NAGAR)	KANDHLA	GADIDAULAT	09740704403	JHS GADIDAULAT
335	SHAMLI (PRABUDH NAGAR)	KANDHLA	GANGERU	09740704312	KANYA JHS GANGERU
336	SHAMLI (PRABUDH NAGAR)	KANDHLA	SUNNA	09740700208	JHS KANYA SUNNA
337	SHAMLI (PRABUDH NAGAR)	KANDHLA	BHABISHA	09740700118	JHS KANYA BHABISHA
338	KANSHIRAM NAGAR	SORON	BIRONCHI	09721515601	UPS BIRONCHI
339	KANSHIRAM NAGAR	SORON	JARAITHA	09721507402	UPS JARAITHA
340	KANSHIRAM NAGAR	SORON	GHINAUNA	09721503404	UPS GHINAUNA
341	KANSHIRAM NAGAR	SAHAVAR	UP S SADIK PUR	09721104005	UP S SADIK PUR
342	KANSHIRAM NAGAR	SAHAVAR	FATEHPUR	09721100402	UPS FATEHPUR
343	KANSHIRAM NAGAR	SAHAVAR	UP S NAGALA MAU	09721100202	UP S NAGALA MAU
344	KANSHIRAM NAGAR	PATIYALI	N.MALIKHAN	09721011602	UPS N.MALIKHAN
345	KANSHIRAM NAGAR	PATIYALI	PATIYALI	09721009504	KUPS PATIYALI
346	KANSHIRAM	PATIYALI	RAJA RIJOLA	09721008603	UPS RAJA RIJOLA

	NAGAR				
347	KANSHIRAM NAGAR	PATYALI	MAJHOLA	09721004104	KUPS MAJHOLA
348	KANSHIRAM NAGAR	PATYALI	GHAUS GANJ	09721000602	UPS GHAUS GANJ
349	KANSHIRAM NAGAR	KASGANJ	NADARAI	09720709404	UPS NADARAI
350	KANSHIRAM NAGAR	KASGANJ	TILSAI KALA	09720708502	UPS TILSAI KALA
351	KANSHIRAM NAGAR	KASGANJ	TAIYABPUR KAMAL PUR	09720701703	UPS TAIYABPUR KAMAL PUR
352	KANSHIRAM NAGAR	KASGANJ	BHITAUNA	09720700202	UPS BHITAUNA
353	KANSHIRAM NAGAR	GANJ DUNDWARA	N. DHAB	09720411301	UPS N. DHAB
354	KANSHIRAM NAGAR	GANJ DUNDWARA	PITAM NAGAR HADAURA	09720407904	UPS PITAM NAGAR HADAURA
355	KANSHIRAM NAGAR	GANJ DUNDWARA	RASOOLPUR ARAURA	09720406702	UPS RASOOLPUR ARAURA
356	KANSHIRAM NAGAR	GANJ DUNDWARA	KADAR GANJ	09720405102	UPS KADAR GANJ
357	KANSHIRAM NAGAR	GANJ DUNDWARA	BARAUNA	09720404902	UPS BARAUNA
358	KANSHIRAM NAGAR	GANJ DUNDWARA	VAMANPURA	09720403202	UPS VAMANPURA
359	KANSHIRAM NAGAR	GANJ DUNDWARA	SHAHVAJ PUR	09720402802	UPS SHAHVAJ PUR
360	KANSHIRAM NAGAR	GANJ DUNDWARA	UP S NAGALA BARA	09720401802	UP S NAGALA BARA
361	KANSHIRAM NAGAR	AMAPUR	SUJARI	09720206703	UPS SUJARI
362	KANSHIRAM NAGAR	AMAPUR	KISHOR PUR	09720205002	UPS KISHOR PUR
363	SONBHADRA	MYORPUR	BIJPUR	09700811602	K.P.M.S.BIJPUR
364	SONBHADRA	MYORPUR	RAJKISHAN BASTI	09700809707	P.M.S. RAJKISHAN BASTI
365	SONBHADRA	MYORPUR	RANHOR	09700807302	P.M.S.RANHOR
366	SONBHADRA	MYORPUR	JARAHA	09700806904	P.M.S.JARAHA
367	SONBHADRA	MYORPUR	KIRWIL 1	09700805603	P.M.S.KIRWIL 1
368	SONBHADRA	BABHANI	BABHANI	09700702604	P.M.S.BABHANI
369	SONBHADRA	BABHANI	DUBHA	09700700802	P.M.S.DUBHA
370	SONBHADRA	NAGWA	KEVATAM	09700604702	P.M.S. KEVATAM
371	SONBHADRA	CHATRA	BHIKHAMPUR	09700501202	P.M.S. BHIKHAMPUR
372	SONBHADRA	CHATRA	SODHA	09700501102	P.M.S.SODHA
373	SONBHADRA	GHORAWAL	VISREKHI	09700409402	P.M.S.VISREKHI
374	SONBHADRA	GHORAWAL	BHAIRAWA	09700403102	U.P.S.BHAIRAWA
375	SONBHADRA	ROBERTSGANJ	LODHI	09700309602	P.M.S. LODHI
376	SONBHADRA	ROBERTSGANJ	TILALI	09700309502	U.P.S.TILALI
377	SONBHADRA	CHOPAN	GURDAH	09700110502	U.P.S.GURDAH
378	MIRZAPUR	NAGAR	MISHRA LAHAULI	09691411603	U.P.S. MISHRA LAHAULI
379	MIRZAPUR	NAGAR	DUBARA PAHADI	09691409602	U.P.S. DUBARA PAHADI
380	MIRZAPUR	NAGAR	MAHUAREE KALA	09691408503	U.P.S. MAHUAREE KALA
381	MIRZAPUR	NAGAR	MAHEVA	09691407002	U.P.S. MAHEVA

382	MIRZAPUR	MARIHAN	DHANAWAL	09691106403	U.P.S. DHANAWAL
383	MIRZAPUR	MAJHAWA	SEMARI	09691000602	U.P.S. SEMARI
384	MIRZAPUR	NARAYANPUR	CHUNAR	09690913503	U.P.S. CHUNAR
385	MIRZAPUR	NARAYANPUR	GHATAMPUR	09690912002	U.P.S. GHATAMPUR
386	MIRZAPUR	NARAYANPUR	SHAH PUR	09690909402	U.P.S. SHAH PUR
387	MIRZAPUR	NARAYANPUR	DHAVRAHARA	09690900702	U.P.S. DHAVRAHARA
388	MIRZAPUR	JAMALPUR	TETARIYA KHURD	09690803602	U.P.S. TETARIYA KHURD
389	MIRZAPUR	JAMALPUR	FATTEPUR	09690802202	U.P.S. FATTEPUR
390	MIRZAPUR	KONE	CHEELAH	09690700106	U.P.S. CHEELAH
391	MIRZAPUR	RAJGARH	RAJGARH	09690610004	U.P.S. RAJGARH
392	MIRZAPUR	CHHANBEY	HARGHAR	09690507104	U.P.S. HARGHAR
393	MIRZAPUR	LALGANJ	REHI	09690307502	U.P.S. REHI
394	MIRZAPUR	LALGANJ	LAHANGPUR	09690307102	U.P.S. LAHANGPUR
395	MIRZAPUR	LALGANJ	NEVADHIYA-1	09690305902	U.P.S. NEVADHIYA-1
396	MIRZAPUR	HALIA	KOTA SHIV PRATAP SINGH	09690208502	U.P.S. KOTA SHIV PRATAP SINGH
397	MIRZAPUR	HALIA	NAIREE KATHAREE	09690206702	U.P.S. NAIREE KATHAREE
398	MIRZAPUR	HALIA	MAJHIGAWAN	09690206202	U.P.S. MAJHIGAWAN
399	MIRZAPUR	HALIA	BADAUHAN	09690202002	U.P.S. BADAUHAN
400	SAMBHAL (BHIM NAGAR)	RAJPURA	. BHIRAVATI	09681705503	UPS. BHIRAVATI
401	SAMBHAL (BHIM NAGAR)	RAJPURA	. BASANT PUR DANDA	09681703902	UPS. BASANT PUR DANDA
402	SAMBHAL (BHIM NAGAR)	RAJPURA	. SIRSA	09681701804	UPS. SIRSA
403	SAMBHAL (BHIM NAGAR)	GUNNOR	.HANARI LAL SINGH	09681403004	UPS. DHANARI LAL SINGH
404	SAMBHAL (BHIM NAGAR)	GUNNOR	. DARAULI	09681401402	UPS. DARAULI
405	SAMBHAL (BHIM NAGAR)	SAMBHAL	MOH.PURMALANI	09681112901	J.H.MOH.PURMALANI
406	SAMBHAL (BHIM NAGAR)	SAMBHAL	BARAHI	09681112501	J.H.S.BARAHI
407	SAMBHAL (BHIM NAGAR)	SAMBHAL	SIRSI	09681110409	K.J.H.S.SIRSI
408	SAMBHAL (BHIM NAGAR)	SAMBHAL	ISAPUR	09681109602	JHS ISAPUR
409	SAMBHAL (BHIM NAGAR)	SAMBHAL	BAITLA	09681102802	JHS KANYA BAITLA
410	SAMBHAL (BHIM NAGAR)	PAWANSA	SHERPUR	09681000803	JHS SHERPUR
411	SAMBHAL (BHIM	JUNAVAI	. SULTANGARH	09680708702	UPS. SULTANGARH

	NAGAR)				
412	SAMBHAL (BHIM NAGAR)	BANIYAKHERA	AKROLI	09680503304	J.H.S.AKROLI
413	SAMBHAL (BHIM NAGAR)	BANIYAKHERA	MOHAMAD GANJ	09680500802	J.H.S.MOHAMAD GANJ
414	SAMBHAL (BHIM NAGAR)	BANIYAKHERA	SAIJNI	09680500602	J.H.S.SAIJNI
415	SAMBHAL (BHIM NAGAR)	BEHJOI	PRATAP PUR	09680404702	J.H.S.PRATAP PUR
416	SAMBHAL (BHIM NAGAR)	BEHJOI	BAHAPUR PATTI ASALAT	09680400602	J.H.S.BAHAPUR PATTI ASALAT
417	SAMBHAL (BHIM NAGAR)	ASMOLI	SEDAL MAFI	09680108505	J.H.S.SEDAL MAFI
418	SAMBHAL (BHIM NAGAR)	ASMOLI	PALI	09680104905	J.H.S.PALI
419	VARANASI	PINDRA	CHATAIE PUR	09670814901	UPS CHATAIE PUR
420	VARANASI	PINDRA	MARUIE	09670804502	UPS MARUIE
421	VARANASI	CHIRAIGAON	RASUL GARH	09670716101	UPS RASUL GARH
422	VARANASI	CHIRAIGAON	AMBA	09670712902	UPS AMBA
423	VARANASI	CHIRAIGAON	RUSTAMPUR	09670709901	K. UPS RUSTAMPUR
424	VARANASI	CHIRAIGAON	RAMCHANDI PUR	09670709801	UPS RAMCHANDI PUR
425	VARANASI	CHIRAIGAON	RAMGARHAWA	09670704702	UPS RAMGARHAWA
426	VARANASI	CHIRAIGAON	PACHARAWN	09670703002	UPS PACHARAWN
427	VARANASI	CHOLAPUR	MUNARI	09670611701	UPS MUNARI
428	VARANASI	CHOLAPUR	RAMPUR	09670603102	UPS RAMPUR
429	VARANASI	SEWAPURI	KHEMA PUR	09670407002	UPS KHEMA PUR
430	VARANASI	HARHUA	BHAITHAULI	09670310101	UPS BHAITHAULI
431	VARANASI	HARHUA	PISAUR	09670309301	K. UPS PISAUR
432	VARANASI	HARHUA	MADHWA	09670309201	K.UPS MADHWA
433	VARANASI	HARHUA	DANIYAL PUR	09670301302	UPS DANIYAL PUR
434	CHANDAULI	NAUGARH	LALATAPUR	09660913501	UPS LALATAPUR
435	CHANDAULI	NAUGARH	GARHAWA	09660911501	UPS GARHAWA
436	CHANDAULI	NAUGARH	GOLABAD	09660902002	UPS GOLABAD
437	CHANDAULI	NIYAMATABAD	DHARANA	09660814501	UPS DHARANA
438	CHANDAULI	NIYAMATABAD	BHARCHHA	09660809501	UPS BHARCHHA
439	CHANDAULI	NIYAMATABAD	ALI NAGAR	09660804802	UPS ALI NAGAR
440	CHANDAULI	NIYAMATABAD	MAHADEWA	09660804001	UPS MAHADEWA
441	CHANDAULI	NIYAMATABAD	SAHJAUR	09660802602	UPS SAHJAUR
442	CHANDAULI	NIYAMATABAD	EKONI	09660801902	UPS EKONI
443	CHANDAULI	BARAHANI	MAHARANI BAKARPUR	09660720201	UPS MAHARANI BAKARPUR
444	CHANDAULI	BARAHANI	SAIYADRAJA	09660709401	UPS SAIYADRAJA
445	CHANDAULI	BARAHANI	BHATIJA	09660701802	UPS BHATIJA
446	CHANDAULI	BARAHANI	SHAHABGANJ	09660701301	UPS KAMHARIYA

447	CHANDALI	BARAHANI	BARANGA	09660700401	UPS BARANGA
448	CHANDALI	SHAHABGANJ	BARANGA	09660615201	UPS ESHAPUR KHURD
449	CHANDALI	SHAHABGANJ	SHAHABGANJ	09660608701	UPS SHAHABGANJ
450	CHANDALI	SHAHABGANJ	THEKAHA	09660601102	UPS THEKAHA
451	CHANDALI	SHAHABGANJ	TIYARA	09660600802	UPS TIYARA
452	CHANDALI	DHANAPUR	MANI PATTI	09660517102	UPS MANI PATTI
453	CHANDALI	DHANAPUR	MAHESHI	09660511802	U.P.S MAHESHI
454	CHANDALI	DHANAPUR	BAHERI	09660502401	UPS BAHERI
455	CHANDALI	DHANAPUR	DHANAPUR	09660500101	UPS DHANAPUR
456	CHANDALI	SAKALDIHA	TAJPUR	09660401301	UPS TAJPUR
457	CHANDALI	SAKALDIHA	NEW BAJAR	09660400501	UPS NEW BAJAR
458	CHANDALI	SAKALDIHA	KHOR	09660400301	UPS KHOR
459	CHANDALI	CHAHANIYA	DINDASPUR	09660311502	UPS DINDASPUR
460	CHANDALI	CHAHANIYA	KANVAR	09660305401	UPS KANVAR
461	CHANDALI	CHAHANIYA	JUDA HARDHAN	09660305302	UPS JUDA HARDHAN
462	CHANDALI	CHAHANIYA	SEWARHI MADAYI	09660301901	UPS SEWARHI MADAYI
463	CHANDALI	CHAKIYA	KODOCHAK	09660211001	UPS KODOCHAK
464	CHANDALI	CHAKIYA	GAYGHAT	09660210201	UPS GAYGHAT
465	CHANDALI	CHAKIYA	BALIYA KALA	09660210101	UPS BALIYA KALA
466	CHANDALI	CHAKIYA	DUBEPUR MAFI	09660210001	UPS DUBEPUR MAFI
467	CHANDALI	CHANDALI	HATHIYANI	09660111901	UPS HATHIYANI
468	CHANDALI	CHANDALI	K. KANTA	09660110801	UPS K. KANTA
469	CHANDALI	CHANDALI	K. SULTANIPUR	09660110101	UPS K. SULTANIPUR
470	GHAZIPUR	MOHAMMADABAD	KESAO PUR	09651506102	U.P.S. KESAO PUR
471	GHAZIPUR	MOHAMMADABAD	GAUS PUR	09651500303	U.P.S. K.GAUS PUR
472	GHAZIPUR	BARACHAWAR	UTARAW	09651404104	U.P.S. UTARAW
473	GHAZIPUR	BARACHAWAR	TAJ PUR	09651402904	U.P.S. TAJ PUR
474	GHAZIPUR	KASIMABAD	SURWAT	09651206603	U.P.S. SURWAT
475	GHAZIPUR	ZAMANIA	KUSHI	09651103903	U.P.S. KUSHI
476	GHAZIPUR	ZAKHANIA	HATHIYA RAM	09650902602	U.P.S. HATHIYA RAM
477	GHAZIPUR	DEOKALI	KHANKAHKALA	09650802902	U.P.S. KHANKAHKALA
478	GHAZIPUR	SAIDPUR	K.KHAN PUR	09650705303	U.P.S. K.KHAN PUR
479	GHAZIPUR	SAIDPUR	AURIHAR	09650700802	U.P.S. AURIHAR
480	GHAZIPUR	MARDAH	TEJ PURA	09650605602	U.P.S. TEJ PURA
481	GHAZIPUR	BIRNO	MUSTAFA BAD	09650503802	U.P.S. MUSTAFA BAD
482	GHAZIPUR	KARANDA	SABUWA	09650404502	U.P.S. SABUWA
483	GHAZIPUR	GHAZIPUR SADAR	AGASTA	09650303203	U.P.S. AGASTA
484	GHAZIPUR	GHAZIPUR SADAR	FADANPUR	09650301802	U.P.S. FADANPUR
485	GHAZIPUR	MANIHARI	MADHUBAN	09650215602	U.P.S. MADHUBAN
486	GORAKHPUR	PIPRAICH	BAHIRAMPUR	09581907002	P.M.V.BAHIRAMPUR
487	GORAKHPUR	URUWA	INDADIH	09581817401	P.M.V. INDADIH
488	GORAKHPUR	URUWA	, MALHANPAAR	09581810902	P.M.V., MALHANPAAR
489	GORAKHPUR	URUWA	, DHURIAPAR	09581803606	P.M.V., DHURIAPAR

490	GORAKHPUR	BELGHAT	DHAKVA BAZAR	09581708003	P.M.V. DHAKVA BAZAR
491	GORAKHPUR	BELGHAT	, SHAHPUR	09581701003	P.M.V., SHAHPUR
492	GORAKHPUR	BELGHAT	, BARIGAON	09581700501	P.M.V., BARIGAON
493	GORAKHPUR	CAMPIARGANJ	, LAXMIPUR 1	09581606801	P.M.V., LAXMIPUR 1
494	GORAKHPUR	CAMPIARGANJ	, JANGAL BIHULI	09581600902	P.M.V., JANGAL BIHULI
495	GORAKHPUR	CAMPIARGANJ	, KHAJURGAVAN	09581600303	P.M.V., KHAJURGAVAN
496	GORAKHPUR	KAUDIRAM	, KOTHA - II	09581504303	P.M.V., KOTHA - II
497	GORAKHPUR	KAUDIRAM	, BISTAULI	09581502001	P.M.V., BISTAULI
498	GORAKHPUR	BHATHAT	JAINPUR	09581402306	P.M.V.JAINPUR
499	GORAKHPUR	PAALI	TIKARIAKHOR	09581304901	P.M.V., TIKARIAKHOR
500	GORAKHPUR	CHARGANWA	JANGAL BAHADUR ALI	09581000506	P.M.V.JANGAL BAHADUR ALI
501	GORAKHPUR	KHAJNI	, BADRA SHUKLA	09580701901	P.M.V., BADRA SHUKLA
502	GORAKHPUR	SAHJANWA	, BHERSAND	09580507104	P.M.V., BHERSAND
503	GORAKHPUR	SAHJANWA	, SONBARSA	09580502202	P.M.V., SONBARSA
504	GORAKHPUR	GAGAHA	RIYANW	09580311602	P.M.V. RIYANW
505	GORAKHPUR	NAGAR KSHETRA	JANGLE SHALIGRAM	09580203902	P.M.V. JANGLE SHALIGRAM
506	GORAKHPUR	PIPRAULI	BAGHAGADA JEETPUR	09580103602	P.M.V. BAGHAGADA JEETPUR
507	SIDDHARTH NAGAR	SHOHARATGARH	RAMVAPUR NANKAR	09541406801	J.H.S. RAMVAPUR NANKAR
508	SIDDHARTH NAGAR	NAUGARH	REHARA	09541209701	J.H.S.REHARA
509	SIDDHARTH NAGAR	NAUGARH	BASAUNI	09541209303	P.M.V. BASAUNI
510	SIDDHARTH NAGAR	JOGIYA	DEBARA BAZAR	09541100402	J.H.S.DEBARA BAZAR
511	SIDDHARTH NAGAR	JOGIYA	JOGIYA	09541100102	J.H.S. JOGIYA
512	SIDDHARTH NAGAR	KHUNIYANV	DHOBHA	09541016701	J.H.S. DHOBHA
513	SIDDHARTH NAGAR	KHUNIYANV	GONARA	09541013201	J.H.S. GONARA
514	SIDDHARTH NAGAR	KHUNIYANV	SHANICHARA	09541003002	J.H.S. SHANICHARA
515	SIDDHARTH NAGAR	BHANVAPUR	BIJAYVAR BARHAE	09540906102	J.H.S.BIJAYVAR BARHAE
516	SIDDHARTH NAGAR	BHANVAPUR	HASUDI AUSANPUR	09540900302	P.M.V. HASUDI AUSANPUR
517	SIDDHARTH NAGAR	DUMARIYAGANJ	SEKHUI TAJ	09540810901	J.H.S.SEKHUI TAJ
518	SIDDHARTH NAGAR	DUMARIYAGANJ	TURKAULIYA	09540807202	J.H.S. TURKAULIYA
519	SIDDHARTH NAGAR	DUMARIYAGANJ	KANYA. BEVA HUSEN	09540801102	J.H.S. KANYA. BEVA HUSEN
520	SIDDHARTH NAGAR	ITAVA	MUDILA SHIVDATT	09540708002	P.M.V. MUDILA SHIVDATT
521	SIDDHARTH NAGAR	ITAVA	KHADASARI	09540705702	P.M.V. KHADASARI
522	SIDDHARTH NAGAR	MITHAVAL	DARHIYA	09540606802	J.H.S. DARHIYA
523	SIDDHARTH NAGAR	KHESARAHA	BELAHARI	09540517801	J.H.S. BELAHARI
524	SIDDHARTH NAGAR	KHESARAHA	BANKATA-2	09540510301	P.M.V. BANKATA-2

525	SIDDHARTH NAGAR	KHESARAHA	MATIYARIYA	09540505102	P.M.V. MATIYARIYA
526	SIDDHARTH NAGAR	BANSI	ASHOK NAGAR URF BANSI	09540310001	J.H.S. ASHOK NAGAR URF BANSI
527	SIDDHARTH NAGAR	BANSI	VARDAHI NANKAR	09540304902	P.M.V. VARDAHI NANKAR
528	SIDDHARTH NAGAR	BANSI	GONAHATAL	09540303602	J.H.S. GONAHATAL
529	SIDDHARTH NAGAR	BANSI	REHARA	09540302502	P.M.V.REHARA
530	SIDDHARTH NAGAR	BIRDPUR	BIRDPUR	09540200707	J.H.S.BIRDPUR
531	SIDDHARTH NAGAR	BARHANI	BARHANI	09540107901	J.H.S. BARHANI
532	SIDDHARTH NAGAR	BARHANI	MOHANKOLA	09540101202	J.H.S. MOHANKOLA
533	BALRAMPUR	REHRA BAZAR	LONIYANDEEH	09522812301	U.P.S LONIYANDEEH
534	BALRAMPUR	REHRA BAZAR	RAMPUR ARNA	09522803303	U.P.S. RAMPUR ARNA
535	BALRAMPUR	BALRAMPUR	GANGA DEEH	09522416801	U.P.S. GANGA DEEH
536	BALRAMPUR	BALRAMPUR	BISHUNAPUR	09522410702	U.P.S. BISHUNAPUR
537	BALRAMPUR	GAINSRI	PARSA PALAIDEEH	09522305503	U.P.S. PARSA PALAIDEEH
538	BALRAMPUR	GAINSRI	RAJPUR BAKAULI	09522305003	U.P.S. RAJPUR BAKAULI
539	BALRAMPUR	PACHPERWA	KATAIYA BHARI	09522203202	U.P.S. KATAIYA BHARI
540	BALRAMPUR	TULSIPUR	BHABHARI	09522008102	U.P.S. BHABHARI
541	BALRAMPUR	GAINDAS BUZURG	BARHARI PANDEY	09521703602	U.P.S. BARHARI PANDEY
542	BALRAMPUR	GAINDAS BUZURG	BOCK BHAVANIPUR	09521701503	U.P.S. BOCK BHAVANIPUR
543	BALRAMPUR	SHRIDUTTGANJ	SHIVPUR MAHANT	09521602702	U.P.S. SHIVPUR MAHANT
544	BALRAMPUR	SHRIDUTTGANJ	AGAYA BUJURG	09521602102	UPS AGAYA BUJURG
545	SHRAWASTI	SIRSIYA	U P S CHAUBE PUR	09510611002	U P S CHAUBE PUR
546	SHRAWASTI	SIRSIYA	U P S YAKGHARWA	09510610002	U P S YAKGHARWA
547	SHRAWASTI	SIRSIYA	BELHARI	09510607902	U.P.S. BELHARI
548	SHRAWASTI	SIRSIYA	BANTHEHWA	09510607703	P.M.S.BANTHEHWA
549	SHRAWASTI	SIRSIYA	BUTHAR	09510605602	U.P.S. BUTHAR
550	SHRAWASTI	SIRSIYA	SIRSIYA	09510604704	P.M.S.SIRSIYA
551	SHRAWASTI	SIRSIYA	BHARTHA KALA	09510602302	U.P.S. BHARTHA KALA
552	SHRAWASTI	SIRSIYA	KATKUIYA	09510601203	P.M.S.KATKUIYA
553	SHRAWASTI	JAMUNHA	MALHI PUR KHURD	09510411301	JHS MALHI PUR KHURD
554	SHRAWASTI	JAMUNHA	MISHRA PURWA	09510410301	JHS MISHRA PURWA
555	SHRAWASTI	JAMUNHA	SITKAHNA	09510409202	JHS SITKAHNA
556	SHRAWASTI	JAMUNHA	KHALIFAT PUR	09510408402	P.M.V. KHALIFAT PUR
557	SHRAWASTI	JAMUNHA	KODIYA GAON	09510402303	JHS KODIYA GAON
558	SHRAWASTI	JAMUNHA	KARYATI PURWA	09510401002	JHS KARYATI PURWA
559	SHRAWASTI	IKAUNA	BHAGWANPUR BANKAT	09510312901	U.P.S. BHAGWANPUR BANKAT
560	SHRAWASTI	IKAUNA	DAHAWAR KALA	09510308402	P.M.S. DAHAWAR KALA
561	SHRAWASTI	IKAUNA	BASBHARIYA	09510307402	U.P.S. BASBHARIYA
562	SHRAWASTI	IKAUNA	SHAURUPUR	09510306602	U.P.S. SHAURUPUR
563	SHRAWASTI	IKAUNA	SITADWAR	09510305802	P.M.S.SITADWAR
564	SHRAWASTI	IKAUNA	VISHNA PUR	09510305102	JHS VISHNA PUR



565	SHRAWASTI	IKAUNA	DENNAMGARH	09510302402	JHS DENNAMGARH
566	SHRAWASTI	HARIHARPUR RANI	U,P.S. CHAHALWA	09510210002	U,P.S. CHAHALWA
567	SHRAWASTI	HARIHARPUR RANI	KISHUNPUR CHORWABHARI	09510209302	U.P.S. KISHUNPUR CHORWABHARI
568	SHRAWASTI	HARIHARPUR RANI	NAUBASTA	09510208602	P.M.S.K.NAUBASTA
569	SHRAWASTI	HARIHARPUR RANI	KEWALPUR	09510207702	P.M.S. KEWALPUR
570	SHRAWASTI	HARIHARPUR RANI	KHAJUHA	09510204904	U.P.S. KHAJUHA
571	SHRAWASTI	HARIHARPUR RANI	RAJA VIR PUR	09510204302	U.P.S. RAJA VIR PUR
572	SHRAWASTI	HARIHARPUR RANI	SULTANJOT	09510201902	P.M.S. SULTANJOT
573	SHRAWASTI	HARIHARPUR RANI	MACHHRIHWA	09510201403	P.M.S.MACHHRIHWA
574	SHRAWASTI	GILAULA	EKGARWA	09510115001	U.P.S. EKGARWA
575	SHRAWASTI	GILAULA	NIBABHARI	09510111003	P.M.S.NIBABHARI
576	SHRAWASTI	GILAULA	BARDEHRA	09510109306	P.M.S.BARDEHRA
577	SHRAWASTI	GILAULA	UTTAMAPUR	09510109305	P.M.S.UTTAMAPUR
578	SHRAWASTI	GILAULA	BHAUNSAWA	09510106102	P.M.S. BHAUNSAWA
579	SHRAWASTI	GILAULA	KATAR	09510103103	U.P.S. KATAR
580	BAHRAICH	VISHESHWAR GANJ	SEMRAUNA	09501504002	JHS SEMRAUNA
581	BAHRAICH	VISHESHWAR GANJ	JOGNI	09501503604	JHS JOGNI
582	BAHRAICH	VISHESHWAR GANJ	NEJABHAR	09501501203	JHS NEJABHAR
583	BAHRAICH	VISHESHWAR GANJ	TAKIYA	09501500203	JHS TAKIYA
584	BAHRAICH	PAYAGPUR	SHUBHASH NAGAR	09501409001	JHS SHUBHASH NAGAR
585	BAHRAICH	MIHIN PURVA	BOJHIYA	09501105602	JHS BOJHIYA
586	BAHRAICH	MIHIN PURVA	PRTHVI PURVA	09501105505	JHS PRTHVI PURVA
587	BAHRAICH	MIHIN PURVA	SEMRI GHATAHI	09501104603	JHS SEMRI GHATAHI
588	BAHRAICH	MIHIN PURVA	AMRIT PUR	09501104502	JHS AMRIT PUR
589	BAHRAICH	MIHIN PURVA	PARGAH WA KHAS	09501103405	JHS PARGAHWA KHAS
590	BAHRAICH	MIHIN PURVA	SONGWA	09501101802	JHS SONGWA
591	BAHRAICH	MIHIN PURVA	RAMNAGAR KANDA	09501101504	JHS RAMNAGAR KANDA
592	BAHRAICH	BALHA	BOTNIHA	09501003902	JHS BOTNIHA
593	BAHRAICH	BALHA	GIRDHAR PUR	09501003604	JHS GIRDHAR PUR
594	BAHRAICH	BALHA	SISWARA	09501000902	JHS SISWARA
595	BAHRAICH	RISIA	LACHMAN PUR	09500906502	JHS LACHMAN PUR SHANKAR PUR
596	BAHRAICH	RISIA	BHAWANIYAPUR	09500902403	JHS BHAWANIYAPUR
597	BAHRAICH	CHITTAURA	DULARPUR	09500811102	JHS DULARPUR
598	BAHRAICH	CHITTAURA	DHARMAPUR	09500810702	JHS DHARMAPUR
599	BAHRAICH	HUJUR PUR	PATUPUR	09500609302	JHS PATUPUR
600	BAHRAICH	HUJUR PUR	NIBUI KALAN	09500606702	JHS NIBUI KALAN
601	BAHRAICH	HUJUR PUR	TRILOLIA	09500606304	JHS TRILOLIA
602	BAHRAICH	SHIV PUR	KISHANPUR MEETHA	09500509002	JHS KISHANPUR MEETHA
603	BAHRAICH	SHIV PUR	TEPRA	09500504103	JHS TEPRA



604	BAHRAICH	SHIV PUR	BASANTAPUR	09500503304	JHS BASANTAPUR
605	BAHRAICH	SHIV PUR	BASTHANWA	09500501102	JHS BASTHANWA
606	BAHRAICH	MAHSI	BHAGWANPUR	09500408303	JHS BHAGWANPUR
607	BAHRAICH	MAHSI	NATHUAPUR	09500403403	JHS NATHUAPUR
608	BAHRAICH	MAHSI	GARETHI GURDATT	09500400402	JHS GARETHI GURDATT SINGH
609	BAHRAICH	FAKHAR PUR	RAMAPUR KIDHAULI	09500307402	JHS RAMAPUR KIDHAULI
610	BAHRAICH	FAKHAR PUR	ACHAULIYA	09500303402	JHS ACHAULIYA
611	BAHRAICH	JARWAL	JARWAL	09500105303	JHS JARWAL
612	KAUSHAMBI	KADA	JORAWARPUR	09440805206	U.P.S. JORAWARPUR
613	KAUSHAMBI	CHAYAL	PIPARI	09440701417	U.P.S. PIPARI
614	KAUSHAMBI	CHAYAL	NIJAMPUR PURAINY	09440701302	U.P.S.NIJAMPUR PURAINY
615	KAUSHAMBI	CHAYAL	FARIDPUR SALEM	09440701202	U.P.S. FARIDPUR SALEM
616	KAUSHAMBI	MURATGANJ	UMERCHHA	09440606301	U.P.S. UMERCHHA
617	KAUSHAMBI	MURATGANJ	KAJIPUR	09440605902	UPS KAJIPUR
618	KAUSHAMBI	MURATGANJ	PALHANA KACHAR	09440605502	U.P.S.PALHANA KACHAR
619	KAUSHAMBI	MURATGANJ	PARSARA	09440604602	U. P.S. PARSARA
620	KAUSHAMBI	MURATGANJ	SHOBHANA	09440600402	U.P.S. SHOBHANA
621	KAUSHAMBI	MURATGANJ	PATTI NARWAR	09440600202	U.P.S. PATTI NARWAR
622	KAUSHAMBI	SARSAWAN	JAMUNAPUR	09440509402	U.P.S.JAMUNAPUR
623	KAUSHAMBI	SARSAWAN	CHANDERAI	09440505902	U.P.S. CHANDERAI
624	KAUSHAMBI	SARSAWAN	ANDHAWA	09440503804	U.P.S. ANDHAWA
625	KAUSHAMBI	NEWADA	BHAGAWANPUR	09440404101	U.P.S. BHAGAWANPUR
626	KAUSHAMBI	NEWADA	BASUHAR	09440403702	U.P.S. BASUHAR
627	KAUSHAMBI	SIRATHU	VIDANPUR AMAD KARARI	09440308602	U.P.S. VIDANPUR AMAD KARARI
628	KAUSHAMBI	SIRATHU	JAMAL MAU	09440308202	U.P.S. JAMAL MAU
629	KAUSHAMBI	SIRATHU	KADIPUR	09440306902	U. P.S. KADIPUR
630	KAUSHAMBI	SIRATHU	SHAMASABAD	09440303802	U. P.S. SHAMASABAD
631	KAUSHAMBI	SIRATHU	ANETHA	09440302803	U.P.S. ANETHA
632	KAUSHAMBI	KAUSHAMBI	JATHI	09440208102	U.P.S. JATHI
633	KAUSHAMBI	KAUSHAMBI	BINDAWAN	09440206903	U. P.S. BINDAWAN
634	KAUSHAMBI	KAUSHAMBI	GOPASAHS	09440202902	U.P.S.GOPASAHS
635	KAUSHAMBI	MANJHANPUR	PINDARA SAHAWANPUR	09440106402	U.P.S. PINDARA SAHAWANPUR
636	KAUSHAMBI	MANJHANPUR	THAMBA ALAWALPUR	09440104702	U.P.S. THAMBA ALAWALPUR
637	KAUSHAMBI	MANJHANPUR	MUKIMPUR	09440104603	U.P.S. MUKIMPUR
638	KAUSHAMBI	MANJHANPUR	AMURA	09440103902	U. P.S. AMURA
639	FATEHPUR	HATHGAOM	ALIMAU	09421211003	J.H.S.ALIMAU
640	FATEHPUR	VIJAIPUR	TESAHI BUJURG	09421111503	J.H.S.TESAHI BUJURG
641	FATEHPUR	VIJAIPUR	MAHESH PUR MATHETHA	09421111102	J.H.S. MAHESH PUR MATHETHA
642	FATEHPUR	VIJAIPUR	AFJALPUR	09421110915	J.H.S. AFJALPUR
643	FATEHPUR	VIJAIPUR	CHAKBABULLAPUR	09421110703	J.H.S.CHAKBABULLAPUR
644	FATEHPUR	VIJAIPUR	.KISHANPUR	09421109804	KANYA J.H.S.KISHANPUR
645	FATEHPUR	VIJAIPUR	SILMI	09421107503	J,H,,S.SILMI
646	FATEHPUR	VIJAIPUR	KHEM KARAN PUR	09421103203	J.H.S. KHEM KARAN PUR
647	FATEHPUR	VIJAIPUR	.GAZIPUR	09421102302	J.H.S.GAZIPUR
648	FATEHPUR	ASHOTHAR	JARALI	09420906402	J.H.SCHOOL JARALI
649	FATEHPUR	ASHOTHAR	JAMLA MAU	09420906102	J.H.S.JAMLA MAU

650	FATEHPUR	ASHOTHAR	PAIGAMBERPUR BAKAR	09420904202	J.H.SCHOOL PAIGAMBERPUR BAKARI
651	FATEHPUR	ASHOTHAR	LALAU LI	09420903604	J.H.SCHOOL LALAU LI
652	FATEHPUR	ASHOTHAR	LILARA	09420903402	J.H.S. LILARA
653	FATEHPUR	ASHOTHAR	.MAINAHI KA DERA	09420903005	J.H.S.MAINAHI KA DERA
654	FATEHPUR	ASHOTHAR	.KORRA KANAK	09420903004	J.H.S.KORRA KANAK
655	FATEHPUR	ASHOTHAR	DASHULI	09420901902	J.H.SCHOOL DASHULI
656	FATEHPUR	ASHOTHAR	DEVLAN	09420901702	J.H.S.DEVLAN
657	FATEHPUR	ASHOTHAR	DHARAMPUR SUSWAN KHURD	09420901503	J.H.S.DHARAMPUR SUSWAN KHURD
658	FATEHPUR	ASHOTHAR	ADHAWAL	09420900502	J.H.SCHOOL ADHAWAL
659	FATEHPUR	HASAWA	. BERRAON	09420800903	J.H.S. BERRAON
660	FATEHPUR	HASAWA	ANDMAU	09420800202	J.H.S ANDMAU
661	FATEHPUR	BAHUA	KHATAULI	09420703903	J.H.SCHOOL KHATAULI
662	FATEHPUR	BAHUA	DULAPUR	09420702504	UPS DULAPUR
663	FATEHPUR	BAHUA	DEO GAON	09420702402	U.P.S. DEO GAON
664	FATEHPUR	TELIYANI	TRILOKIPUR	09420508202	J.H.S.TRILOKIPUR
665	FATEHPUR	TELIYANI	DHARUPUR	09420502602	J.H.S.DHARUPUR
666	FATEHPUR	TELIYANI	.BILINDA	09420502306	J.H.S.BILINDA
667	FATEHPUR	MALAWAN	BARAURA	09420401304	UPS BARAURA
668	CHITRAKOOT	MANIKPUR	HARIJANPUR	09410506209	PMV HARIJANPUR
669	CHITRAKOOT	MANIKPUR	ELHA	09410506108	PMV ELHA
670	CHITRAKOOT	MANIKPUR	LAXMANPUR	09410505004	PMV LAXMANPUR
671	CHITRAKOOT	MANIKPUR	RAMPUR TARAUNHA	09410504204	PMV RAMPUR TARAUNHA
672	CHITRAKOOT	MANIKPUR	DODA MAFI	09410501002	PMV DODA MAFI
673	CHITRAKOOT	RAM NAGAR	DEUNDHA	09410401304	PMV DEUNDHA
674	CHITRAKOOT	PAHADI	BHATARI	09410204601	PMV BHATARI
675	CHITRAKOOT	PAHADI	DARSENA-2	09410203202	PMV DARSENA-2
676	CHITRAKOOT	PAHADI	RAIPUR	09410201802	PMV RAIPUR
677	CHITRAKOOT	CHITRAKOOT	KANYA SHIVRAMPUR	09410109504	PMV KANYA SHIVRAMPUR
678	CHITRAKOOT	CHITRAKOOT	BAGALAI	09410109102	PMV BAGALAI
679	CHITRAKOOT	CHITRAKOOT	TARAON	09410108802	PMV TARAON
680	CHITRAKOOT	CHITRAKOOT	RAULI KALYANPUR	09410106903	PMV RAULI KALYANPUR
681	CHITRAKOOT	CHITRAKOOT	SEMARIYA JAGANATHVASI	09410104302	PMV SEMARIYA JAGANATHVASI
682	CHITRAKOOT	CHITRAKOOT	HINAUTA MAFI	09410100802	PMV HINAUTA MAFI
683	JHANSI	MAURANIPUR	MADARWAS	09360809002	P.M.V. MADARWAS
684	JHANSI	MAURANIPUR	RAUNI	09360807302	P.M.V. RAUNI
685	JHANSI	MAURANIPUR	NAYAGAON	09360803002	P.M.V. NAYAGAON

686	JHANSI	MAURANIPUR	RORA	09360802702	P.M.V. RORA
687	JHANSI	MAURANIPUR	NAYA BHANPURA	09360801902	P.M.V. NAYA BHANPURA
688	JHANSI	MAURANIPUR	DHAKARWARA	09360801504	P.M.V. DHAKARWARA
689	JHANSI	MAURANIPUR	GHATKOTRA	09360800904	P.M.V. GHATKOTRA
690	JHANSI	MAURANIPUR	.DHOORRA	09360800102	P.M.V. .DHOORRA
691	JHANSI	GURSARAI	NIPAAN	09360609802	P.M.V. NIPAAN
692	JHANSI	GURSARAI	MAHEVA	09360608703	P.M.V. MAHEVA
693	JHANSI	GURSARAI	GORPURA	09360608202	P.M.V. GORPURA
694	JHANSI	GURSARAI	BANKA PAHARI	09360607702	PM.V. BANKA PAHARI
695	JHANSI	GURSARAI	DHURBAI	09360606602	P.M.V. DHURBAI
696	JHANSI	GURSARAI	GADA	09360605102	P.M.V. GADA
697	JHANSI	GURSARAI	BAGRAUNI	09360604702	P.M.V. BAGRAUNI
698	JHANSI	CHIRGAON	PIPRA	09360507102	P.M.V. PIPRA
699	JHANSI	CHIRGAON	UCCH P.V. RAMPURA	09360506402	UCCH P.V. RAMPURA
700	JHANSI	CHIRGAON	UCCH P.V.BAKUAN BUJURG	09360503003	UCCH P.V.BAKUAN BUJURG
701	JHANSI	BARAGAON	UCCH P.V. MAVAI GIRD	09360407202	UCCH P.V. MAVAI GIRD
702	JHANSI	BANGRA	P.M.S KHISNI KHURD	09360308103	P.M.S KHISNI KHURD
703	JHANSI	BANGRA	BAMHAURI SUHAGEE	09360305304	P.M.V. BAMHAURI SUHAGEE
704	JHANSI	BANGRA	VIJARWARA	09360304202	P.M.V. VIJARWARA
705	JHANSI	BANGRA	KURAICHA	09360303902	P.M.S. KURAICHA
706	JHANSI	BANGRA	HAATI	09360303002	P.M.V. HAATI
707	JHANSI	BANGRA	NOTA	09360302903	P.M.V. NOTA
708	JHANSI	BAMORE	GOTI	09360208702	P.M.V. GOTI
709	JHANSI	BAMORE	KAIROKHAR	09360203202	P.M.V. KAIROKHAR
710	JHANSI	BABINA	BHADRA(SARWAN)	09360111102	P.M.S. BHADRA(SARWAN)
711	JHANSI	BABINA	UCCH P.V. KHAIRA	09360103502	UCCH P.V. KHAIRA
712	JHANSI	BABINA	CHAMRAOUA	09360103102	P.M.V. CHAMRAOUA
713	JHANSI	BABINA	LAHAR THAKURPURA	09360101603	P.M.V. LAHAR THAKURPURA
714	JHANSI	BABINA	PRITHVIPUR NAYAKHERA	09360101502	P.M.V.PRITHVIPUR NAYAKHERA
715	JHANSI	BABINA	GUVAVALI	09360100502	P.M.V. GUVAVALI
716	JHANSI	BABINA	BADOURA	09360100203	P.M.V. BADOURA
717	KANPUR NAGAR	ZONE 3	MALI STORIES SAJARI	09341301519	MALI STORIES SAJARI UPS
718	KANPUR NAGAR	PATARA	RAMSARI	09341006102	POORV M. V. RAMSARI
719	KANPUR NAGAR	SHIVRAJPUR	BASEN	09340506002	UPS BASEN
720	KANPUR NAGAR	SHIVRAJPUR	BIRAMAU II	09340500803	POORV M. V. BIRAMAU II
721	KANPUR NAGAR	KALYANPUR	KATRI SHANKARPUR SARAI	09340307501	UPS KATRI SHANKARPUR SARAI
722	KANPUR NAGAR	KALYANPUR	SUJANPUR GARHI	09340306201	UPS SUJANPUR GARHI
723	KANPUR NAGAR	KALYANPUR	KHYORA KATRI	09340306101	UPS KHYORA KATRI
724	KANPUR NAGAR	KALYANPUR	BITHHUR	09340304503	UPS K BITHHUR
725	KANPUR NAGAR	KALYANPUR	GOPALPUR	09340304302	UPS GOPALPUR

726	KANPUR NAGAR	KALYANPUR	POORV. M. K. REVARI	09340303708	POORV. M. K. REVARI
727	KANPUR NAGAR	KALYANPUR	PURWA HARSINGH DEO	09340303604	POORV M. V. PURWA HARSINGH DEO
728	KANPUR NAGAR	KALYANPUR	BHISAR	09340303502	POORV M. V. BHISAR
729	KANPUR NAGAR	KALYANPUR	DILIP PUR	09340303112	UPS DILIP PUR
730	KANPUR NAGAR	KALYANPUR	PANKA BAHADUR NGR.	09340303004	POORV M. V. PANKA BAHADUR NGR.
731	KANPUR NAGAR	KALYANPUR	BHISI JERGAON	09340302902	POORV M. V. BHISI JERGAON
732	KANPUR NAGAR	KALYANPUR	NASENIYA	09340302305	UPS NASENIYA
733	KANPUR NAGAR	KALYANPUR	RAMEL NAGAR	09340300104	UPS RAMEL NAGAR
734	KANPUR NAGAR	BIDHNU	MARDANPUR	09340204305	UPS MARDANPUR
735	KANPUR NAGAR	BIDHNU	SHIVGANJ	09340202402	POORV M. V. SHIVGANJ
736	KANPUR NAGAR	BIDHNU	ORIYARA	09340201002	POORV M. ORIYARA
737	KANPUR NAGAR	BIDHNU	RAMAIPUR	09340200603	POORV M. RAMAIPUR
738	KANPUR NAGAR	BIDHNU	HARBASPUR	09340200404	UPS HARBASPUR
739	KANPUR NAGAR	SARSAUL	NAUGAWAN GAUTAM	09340104303	P.M.V. NAUGAWAN GAUTAM
740	KANPUR NAGAR	SARSAUL	AKHARI	09340103602	POORV M. V. AKHARI
741	KANPUR NAGAR	SARSAUL	NARAYANPUR	09340100602	POORV M. V. NARAYANPUR
742	KANPUR NAGAR	SARSAUL	KHARAUNTI	09340100202	POORV M. V. KHARAUNTI
743	KANNAUJ	GUGRAPUR	SARAI BARA MAU	09300903002	JHS SARAI BARA MAU
744	KANNAUJ	JALALABAD	BACHARAJAPUR	09300709101	J H S BACHARAJAPUR
745	KANNAUJ	HASERAN	SARGAULI	09300605603	UPS SARGAULI
746	KANNAUJ	HASERAN	LAKH	09300603706	UPS LAKH
747	KANNAUJ	SAURIKH	KISAI JAGDISH PUR	09300509217	JHS KISAI JAGDISH PUR
748	KANNAUJ	SAURIKH	KATIGHARA	09300504603	U.P.S. KATIGHARA
749	KANNAUJ	CHHIBRAMAU	BAHBALPUR	09300411302	JHS BAHBALPUR
750	KANNAUJ	CHHIBRAMAU	KUWARPUR BANWARI	09300408602	UPS KUWARPUR BANWARI
751	KANNAUJ	CHHIBRAMAU	KASAWA	09300406803	JHS KASAWA
752	KANNAUJ	CHHIBRAMAU	JAGAT PUR	09300404602	JHS JAGAT PUR
753	KANNAUJ	CHHIBRAMAU	AKBARPUR	09300403807	K J.H.S.AKBARPUR
754	KANNAUJ	TAL GRAM	INDUIYA GANJ	09300306902	JHS INDUIYA GANJ
755	KANNAUJ	TAL GRAM	TERARABBU	09300301106	J H S TERARABBU
756	KANNAUJ	TAL GRAM	AMOLER	09300301003	JHS AMOLER
757	KANNAUJ	UMARDA	CHANDAULI	09300212303	JHS CHANDAULI
758	KANNAUJ	UMARDA	KADERA	09300204802	UPS KADERA
759	KANNAUJ	UMARDA	SERSAI	09300203402	JHS SERSAI
760	KANNAUJ	UMARDA	HARIJAN PURWA	09300201604	UPS HARIJAN PURWA
761	KANNAUJ	UMARDA	AJEWRA	09300201503	JHS AJEWRA

762	KANNAUJ	UMARDA	UMRAN	09300200902	UPS UMRAN
763	KANNAUJ	KANNAUJ	MANI MAU	09300111007	JHS MANI MAU
764	KANNAUJ	KANNAUJ	JASAUJI	09300111005	JHS JASAUJI
765	KANNAUJ	KANNAUJ	GANGE MAU	09300111002	KJHS GANGE MAU
766	KANNAUJ	KANNAUJ	UDAITA PUR	09300108704	KJHS UDAITA PUR
767	KANNAUJ	KANNAUJ	TIKHAWA	09300108002	UPS TIKHAWA
768	KANNAUJ	KANNAUJ	KATRI FIROJPUR	09300106702	UPS KATRI FIROJPUR
769	KANNAUJ	KANNAUJ	MIYA GANJ	09300104306	JHS MIYA GANJ
770	KANNAUJ	KANNAUJ	SATAURA	09300102302	UPS SATAURA
771	FIROZABAD	NARKHI	JATAU	09161207505	UPS JATAU
772	FIROZABAD	NARKHI	PRI.SCH KATI KI	09161203802	UPP.PRI.SCH KATI KI
773	FIROZABAD	NARKHI	PRI SCH KAYTHA	09161202104	UPP PRI SCH KAYTHA
774	FIROZABAD	T.A. FIROZABAD	SHUKMALPUR NIJAMABAD	09161014804	UPS SHUKMALPUR NIJAMABAD
775	FIROZABAD	JASRANA	CHANARI	09160804802	UPS CHANARI
776	FIROZABAD	JASRANA	ATURRA	09160802402	UPS ATURRA
777	FIROZABAD	JASRANA	NAGLA PATTI	09160801402	UPS NAGLA PATTI
778	FIROZABAD	MADANPUR	NAGLA KESARI	09160606403	UPS NAGLA KESARI
779	FIROZABAD	MADANPUR	BALARPUR	09160605802	UPPER PRIMARY SCHOOL BACHELA B
780	FIROZABAD	MADANPUR	BALARPUR	09160602602	UPPER PRIMARY SCHOOL BALARPUR
781	FIROZABAD	KHAIRGARH	INDRAI	09160511401	UPS INDRAI
782	FIROZABAD	KHAIRGARH	SANKHINI	09160505502	UPS SANKHINI
783	FIROZABAD	TUNDLA	MARSENA	09160313201	UPS. MARSENA
784	FIROZABAD	TUNDLA	KHERIYA JARKHI	09160310302	UPS KHERIYA JARKHI
785	FIROZABAD	TUNDLA	DEV KHEDA	09160301803	U.P.S. DEV KHEDA
786	FIROZABAD	TUNDLA	BHIKANPUR BHAJHERA	09160301405	UPS BHIKANPUR BHAJHERA
787	FIROZABAD	TUNDLA	LATIFPUR	09160301402	UPS LATIFPUR
788	FIROZABAD	TUNDLA	JARKHI	09160301302	UPP. PR. SCHOOL JARKHI
789	FIROZABAD	SHIKOHABAD	MOHINIPUR	09160205104	U.P.S. MOHINIPUR
790	FIROZABAD	SHIKOHABAD	FATEHPUR KARKHA	09160205002	UPP.PRIMARY SCHOOL FATEHPUR KARKHA
791	FIROZABAD	SHIKOHABAD	DAHINI	09160204102	UPS DAHINI
792	FIROZABAD	FIROZABAD	ANANDIPUR KARKAULI	09160115301	UPS ANANDIPUR KARKAULI
793	FIROZABAD	FIROZABAD	KABIRPUR SAILANI	09160113902	UPS KABIRPUR SAILANI
794	FIROZABAD	FIROZABAD	BAJIRPUR JEHALPUR	09160104402	JHS BAJIRPUR JEHALPUR
795	FIROZABAD	FIROZABAD	.SANKAR PUR	09160104202	UPP.PRI. SCH.SANKAR PUR
796	FIROZABAD	FIROZABAD	PAHADPUR	09160103202	UPP.PRI SCH. PAHADPUR
797	FIROZABAD	FIROZABAD	PAHADPUR	09160102602	UPS SIKHARA HARDASPUR
798	FIROZABAD	FIROZABAD	KINDER PUR	09160100802	JHS KINDER PUR
799	BULANDSHA HR	AGAUTA	KAJIPURA	09113101702	JHS KAJIPURA
800	BULANDSHA HR	AGAUTA	DHAKOLI	09113100502	JHS. DHAKOLI
801	BULANDSHA HR	SIKANDRABAD	BAILANA	09111514001	JHS BAILANA
802	BULANDSHA HR	SIKANDRABAD	SALEMPUR KAYASTH	09111512402	UPS SALEMPUR KAYASTH
803	BULANDSHA HR	SIKANDRABAD	NAIBASTI	09111511302	JHS NAIBASTI

804	BULANSDHA HR	SIKANDRABAD	HASANPUR JAGIR	09111505403	UPS HASANPUR JAGIR
805	BULANSDHA HR	SIKANDRABAD	CHANDARU	09111505003	JHS .CHANDARU
806	BULANSDHA HR	SIKANDRABAD	CHANDRWALI	09111504902	JHS CHANDRWALI
807	BULANSDHA HR	SIKANDRABAD	KANWARA	09111504202	JHS KANWARA
808	BULANSDHA HR	SIKANDRABAD	TILBEGUMPUR	09111501505	JHS TILBEGUMPUR
809	BULANSDHA HR	PAHASU	PANDRAWAL	09111410703	JHS PANDRAWAL
810	BULANSDHA HR	PAHASU	UTRAWALI	09111404302	JHS UTRAWALI
811	BULANSDHA HR	ANOOPSHAHAR	MALAKPUR	09111305810	JHS MALAKPUR
812	BULANSDHA HR	ANOOPSHAHAR	MOHAMMEDPUR BANGER	09111304502	JHS. MOHAMMEDPUR BANGER
813	BULANSDHA HR	ANOOPSHAHAR	LACHHIMPUR	09111301702	JHS LACHHIMPUR
814	BULANSDHA HR	JAHAGIRABAD	TITOTA	09111205102	JHS TITOTA
815	BULANSDHA HR	JAHAGIRABAD	NAVINAGAR	09111202704	JHS NAVINAGAR
816	BULANSDHA HR	KHURJA	ASGARPUR	09111106702	JHS ASGARPUR
817	BULANSDHA HR	KHURJA	SIKARI	09111102803	JHS SIKARI
818	BULANSDHA HR	GULAOTI	SAITHA	09111006832	JHS SAITHA
819	BULANSDHA HR	GULAOTI	AKBARPUR JHOJHA	09111005202	JHS AKBARPUR JHOJHA
820	BULANSDHA HR	GULAOTI	CHIDAWAK	09111003403	JHS CHIDAWAK
821	BULANSDHA HR	DEBAI	NIWARI KHADER	09110807302	UPS NIWARI KHADER
822	BULANSDHA HR	DEBAI	KHUSHALABAD	09110805802	JHS KHUSHALABAD
823	BULANSDHA HR	B.B.NAGAR	MADONA	09110705402	J H S MADONA
824	BULANSDHA HR	B.B.NAGAR	SADHARAN PUR	09110702902	J.H.S. SADHARAN PUR
825	BULANSDHA HR	B.B.NAGAR	SALAWATNAGAR GANGAWALI	09110701602	JHS SALAWATNAGAR GANGAWALI
826	BULANSDHA HR	SYNA	BIGRAU	09110600102	JHS.BIGRAU
827	BULANSDHA HR	UCHAGAON	PAYANA KALAN	09110504002	JHS PAYANA KALAN
828	BULANSDHA HR	ARNIA	VAJID PUR	09110407203	JHS VAJID PUR
829	BULANSDHA HR	ARNIA	JHAMAKA	09110404402	UPS JHAMAKA
830	BULANSDHA HR	DANPUR	DAULTPUR KHURD	09110303704	JHS. DAULTPUR KHURD
831	BULANSDHA HR	DANPUR	UDAIPUR KALAN	09110302602	JHS UDAIPUR KALAN
832	BULANSDHA HR	BULANSDHAHR	ALLIPUR GIJHORI	09110105003	JHS ALLIPUR GIJHORI



833	BULANDSHA HR	BULANDSHAHR	IMALIA	09110102303	JHS IMALIA
834	BULANDSHA HR	BULANDSHAHR	DAULTGARH	09110102202	UPS DAULTGARH
835	BULANDSHA HR	BULANDSHAHR	JULEPURA	09110100402	JHS. JULEPURA
836	RAMPUR	SAID NAGAR	HAUNSPUR NAGLI	09050626802	U.P.S. HAUNSPUR NAGLI
837	RAMPUR	SAID NAGAR	KHAUD	09050609003	U.P.S. KHAUD
838	RAMPUR	MILAK	KAMRUDDIN NAGAR	09050523103	U.P.S. KAMRUDDIN NAGAR
839	RAMPUR	MILAK	VIKRAMPUR	09050520401	U.P.S. VIKRAMPUR
840	RAMPUR	MILAK	BEGMABAD NIKAT ASHOKPUR	09050518102	U.P.S. BEGMABAD NIKAT ASHOKPUR
841	RAMPUR	MILAK	DHRAMPUR	09050512402	U.P.S. DHRAMPUR
842	RAMPUR	MILAK	AINJANKHEDA	09050502703	U.P.S. AINJANKHEDA
843	RAMPUR	MILAK	KYORAR	09050500906	U.P.S. KYORAR
844	RAMPUR	CHAMRAUVA	FAIZULLANAGAR	09050412302	U.P.S. FAIZULLANAGAR
845	RAMPUR	CHAMRAUVA	HARIYAL	09050409803	U.P.S. HARIYAL
846	RAMPUR	CHAMRAUVA	KOYLA	09050402402	U.P.S. KOYLA
847	RAMPUR	SUAR	TAR KA MAJHRA	09050343502	UPS KANYA TAR KA MAJHRA
848	RAMPUR	SUAR	PIPAL SANA	09050333102	UPS PIPAL SANA
849	RAMPUR	SUAR	DHANUPURA	09050308402	UPS DHANUPURA
850	RAMPUR	SUAR	JALPUR	09050306004	UPS JALPUR
851	RAMPUR	BILASPUR	TALAMHAWAR	09050203202	U.P.S. TALAMHAWAR
852	RAMPUR	SHAHBAD	RAWANA	09050138101	UPS RAWANA
853	RAMPUR	SHAHBAD	. PATWAI	09050123007	KANYA UPS. PATWAI
854	RAMPUR	SHAHBAD	MADHUKAR	09050120501	UPS MADHUKAR
855	RAMPUR	SHAHBAD	MATHURAPUR	09050110602	UPS MATHURAPUR
856	RAMPUR	SHAHBAD	HIMMATPUR	09050108403	UPS HIMMATPUR
857	MORADABAD	CHAJLET	DIET PARISAR KANTH	09042013401	DIET PARISAR JHS KANTH
858	MORADABAD	CHAJLET	MEADHI HAJRAT PUR	09042013101	J.H.S.MEADHI HAJRAT PUR
859	MORADABAD	CHAJLET	CHOHRA RASOOLPUR	09042006402	J.H.S.CHOHRA RASOOLPUR
860	MORADABAD	CHAJLET	FONDHA PATTI	09042002702	J.H.S.FONDHA PATTI
861	MORADABAD	CHAJLET	CHANGARI	09042000803	J.H.S.CHANGARI
862	MORADABAD	THAKURDWARA	KALA JANDA	09041212401	KANYA J.H.KALA JANDA
863	MORADABAD	THAKURDWARA	NANU WALA	09041211701	J.H.NANU WALA
864	MORADABAD	THAKURDWARA	FAREEDNAGAR	09041204003	J.H.S.FAREEDNAGAR
865	MORADABAD	MUNDAPANDAY	RONDA	09040910201	J.H.S.RONDA
866	MORADABAD	MUNDAPANDAY	GOVIND PUR KALAN	09040909401	J.H.S.GOVIND PUR KALAN
867	MORADABAD	MUNDAPANDAY	SAHRIYA	09040909302	J.H.S.SAHRIYA
868	MORADABAD	MUNDAPANDAY	SAIJNA	09040909104	J.H.S. SAIJNA
869	MORADABAD	MUNDAPANDAY	DAULRA	09040907902	J.H.S.DAULRA
870	MORADABAD	MUNDAPANDAY	JAGRAM PURA	09040906702	J.H.S.JAGRAM PURA
871	MORADABAD	MUNDAPANDAY	DALPATPUR	09040904604	J.H.S.DALPATPUR
872	MORADABAD	MUNDAPANDAY	VEERPUR THAAN	09040904405	J.H.S.VEERPUR THAAN
873	MORADABAD	MUNDAPANDAY	ILLAR RASOOLABAD	09040903602	J.H.S.ILLAR RASOOLABAD
874	MORADABAD	MUNDAPANDAY	MACHERYA	09040900705	J.H.S.MACHERYA
875	MORADABAD	MUNDAPANDAY	SIRSA INAYATPUR	09040900404	J.H.S.SIRSA INAYATPUR

876	MORADABAD	MUNDAPANDAY	JATIA SADULLA PUR	09040900306	J.H.S.JATIA SADULLA PUR
877	MORADABAD	MORADABAD	MEHLAKPUR NIJAMPUR	09040810302	J.H.S.MEHLAKPUR NIJAMPUR
878	MORADABAD	MORADABAD	CHAK BEGUM PUR	09040807802	J.H.S.CHAK BEGUM PUR
879	MORADABAD	MORADABAD	MANGUPURA	09040802005	J.H.S.MANGUPURA
880	MORADABAD	MORADABAD	BAKENIA	09040800902	J.H.S.BAKENIA
881	MORADABAD	MORADABAD	CHODHAR PUR	09040800304	J.H.S.CHODHAR PUR
882	MORADABAD	MORADABAD	GURETHA	09040800204	J.H.S.GURETHA
883	MORADABAD	KUNDERKI	RASOOLPUR HAMEER	09040713102	J.H.S.RASOOLPUR HAMEER
884	MORADABAD	KUNDERKI	BHIKANPUR KULWARA	09040710503	J.H.S.BHIKANPUR KULWARA
885	MORADABAD	BILARI	CHIDIYA BHAVAN	09040322602	J.H.S.CHIDIYA BHAVAN
886	MORADABAD	BHAGATPUR TANDA	UDMAWALA	09040204502	J.H.S.UDMAWALA
887	MUZAFFARN AGAR	SADAR [TOWN AREA]	COMPOSITE JUNIOUR SCHOOL	09021500282	COMPOSITE JUNIOUR SCHOOL
888	MUZAFFARN AGAR	KHATAULI	SONTA	09021407803	JHS SONTA
889	MUZAFFARN AGAR	KHATAULI	RASULPUR	09021407402	JHS RASULPUR
890	MUZAFFARN AGAR	KHATAULI	KADHLI	09021406002	JHS KADHLI
891	MUZAFFARN AGAR	KHATAULI	LAHODADA	09021401003	JHS LAHODADA
892	MUZAFFARN AGAR	JANSATH	SAMBHALEHRA	09021202502	KANYA JHS SAMBHALEHRA
893	MUZAFFARN AGAR	BUDHANA	ETAWAH	09020600702	JHS ETAWAH
894	MUZAFFARN AGAR	SHAHPUR	GOKULPUR	09020504301	JHS GOKULPUR
895	MUZAFFARN AGAR	SHAHPUR	JEEVNA	09020503703	JHS JEEVNA
896	MUZAFFARN AGAR	SHAHPUR	SOHAJNEE TAGAN	09020503603	JHS SOHAJNEE TAGAN
897	MUZAFFARN AGAR	SHAHPUR	GOYALA	09020502604	JHS GOYALA
898	MUZAFFARN AGAR	SHAHPUR	SAVTU	09020502403	JHS SAVTU
899	MUZAFFARN AGAR	SHAHPUR	DINKARPUR	09020501604	JHS DINKARPUR
900	MUZAFFARN AGAR	SHAHPUR	SHORON	09020501203	KANYA JHS SHORON
901	MUZAFFARN AGAR	SHAHPUR	KAMALPUR	09020500302	KANYA JHS KAMALPUR
902	MUZAFFARN AGAR	PURKAJI	KALLANPUR	09020404105	J.H.S. KALLANPUR
903	MUZAFFARN AGAR	PURKAJI	CHHAPRA	09020400502	JHS CHHAPRA
904	MUZAFFARN AGAR	CHARTHAWAL	SIKANDER PUR	09020305203	JHS SIKANDER PUR
905	MUZAFFARN AGAR	CHARTHAWAL	RONI HARJIPUR	09020305102	JHS RONI HARJIPUR
906	MUZAFFARN AGAR	CHARTHAWAL	NAGLA RAI	09020304003	JHS NAGLA RAI
907	MUZAFFARN AGAR	CHARTHAWAL	MALIRA	09020300504	JHS MALIRA
908	MUZAFFARN AGAR	CHARTHAWAL	BANNAGAR	09020300402	JHS BANNAGAR



	AGAR				
909	MUZAFFARN AGAR	CHARTHAWAL	BARKALI	09020300303	JHS BARKALI
910	MUZAFFARN AGAR	BAGHRA	DHINDHAWALI	09020204203	JHS DHINDHAWALI
911	MUZAFFARN AGAR	BAGHRA	MANDI	09020203903	JHS MANDI
912	MUZAFFARN AGAR	BAGHRA	PINNA	09020203303	JHS PINNA
913	MUZAFFARN AGAR	BAGHRA	HAIDER NAGAR	09020203003	JHS HAIDER NAGAR
914	MUZAFFARN AGAR	BAGHRA	NASEERPUR	09020202002	JHS NASEERPUR
915	MUZAFFARN AGAR	BAGHRA	LADWA	09020201803	JHS LADWA
916	MUZAFFARN AGAR	BAGHRA	DHAULARI	09020201502	JHS DHAULARI
917	MUZAFFARN AGAR	SADAR	TIGARI	09020103102	JHS TIGARI
918	MUZAFFARN AGAR	SADAR	BHANDURA	09020102902	JHS BHANDURA
919	MUZAFFARN AGAR	SADAR	BAJHERI	09020101202	J.H.S. BAJHERI
920	MUZAFFARN AGAR	SADAR	J.HS. REI	09020100603	J.HS. REI
921	MUZAFFARN AGAR	SADAR	SISAUNA	09020100403	JHS SISAUNA
922	SAHARANPU R	MUZAFFARABAD	RASOOLPUR KALAN	09011216902	U.P.S.RASOOLPUR KALAN
923	SAHARANPU R	MUZAFFARABAD	SALUNI	09011207902	U.P.S.SALUNI
924	SAHARANPU R	MUZAFFARABAD	KAMALPUR	09011207202	U.P.S.KAMALPUR
925	SAHARANPU R	MUZAFFARABAD	GANESHPUR	09011205804	U.P.S.GANESHPUR
926	SAHARANPU R	MUZAFFARABAD	AURANGABAD	09011203502	U.P.S. AURANGABAD
927	SAHARANPU R	MUZAFFARABAD	BAHEDA KALA (KANYA)	09011202702	U.P.S.BAHEDA KALA (KANYA)
928	SAHARANPU R	NAGAL	AMKI DEEPCHANDPUR	09011100502	U.P.S.AMKI DEEPCHANDPUR
929	SAHARANPU R	PUNWARKA	ISMILPUR	09011012903	U.P.S.ISMILPUR
930	SAHARANPU R	PUNWARKA	MAHIYUDDINPUR	09011010804	U.P.S.MAHIYUDDINPUR
931	SAHARANPU R	PUNWARKA	CHOWRA KHURD	09011000801	U.P.S. CHOWRA KHURD
932	SAHARANPU R	BALIA KHEDI	CHUNHETI GADA	09010808602	U.P.S.CHUNHETI GADA
933	SAHARANPU R	BALIA KHEDI	PARAGPUR	09010807102	U.P.S.PARAGPUR
934	SAHARANPU R	BALIA KHEDI	BERI JAMA	09010806202	U.P.S.BERI JAMA
935	SAHARANPU R	BALIA KHEDI	MOHANPUR GADHA	09010804302	U.P.S.MOHANPUR GADHA
936	SAHARANPU R	SARSAVA	BUDDHAKHERA KANYA	09010710103	U.P.S. BUDDHAKHERA KANYA

937	SAHARANPUR	SARSAVA	PATNI (KANYA)	09010708303	U.P.S. PATNI (KANYA)
938	SAHARANPUR	SARSAVA	DUMJHEDI	09010705002	U.P.S. DUMJHEDI
939	SAHARANPUR	SARSAVA	DHIKKA KALAN	09010703602	U.P.S. DHIKKA KALAN
940	SAHARANPUR	SARSAVA	AGWAN HEDA (KANYA)	09010700402	U.P.S.AGWAN HEDA (KANYA)
941	SAHARANPUR	DEOBAND	BABUPUR NAGLI/NAGLI NOOR	09010502702	U.P.S.BABUPUR NAGLI/NAGLI NOOR
942	SAHARANPUR	DEOBAND	FATEHPUR	09010500702	U.P.S.FATEHPUR
943	SAHARANPUR	SADHOLI KADIM	FATEHPUR TANDA	09010407702	U.P.S. FATEHPUR TANDA
944	SAHARANPUR	SADHOLI KADIM	SAHEED VIDARPAL BAHRAMPUR	09010406801	SAHEED VIDARPAL U.P.S.BAHRAMPUR
945	SAHARANPUR	SADHOLI KADIM	DABKAURA	09010404502	U.P.S. DABKAURA
946	SAHARANPUR	RAMPUR MANIHARAN	U.P.S NAIN KHEDA	09010205602	U.P.S NAIN KHEDA
947	SAHARANPUR	NAKUR	MALHA MAZRA	09010110101	U.P.S.MALHA MAZRA
948	SAHARANPUR	NAKUR	AMBETHAPEER	09010106001	KANYA UPS AMBETHAPEER
949	SAHARANPUR	NAKUR	THABNI/ CHAU SAHASPUR	09010103803	U.P.S.THABNI/ CHAU SAHASPUR

### 10.15. Annexure 15 – Acceptance Test Procedure for Sample Hardware Testing

The draft contract agreement would be shared by the TIA later and uploaded on the websites as defined in the Data Sheet of this Tender document for reference of the Bidders.

1. The Bidder should submit one or more than one as required similar model samples to the Department of Basic Education, U.P or any other Government Testing Agency notified /Department of Basic Education, U.P.
2. The Bidder should provide all Hardware peripherals test certificate from a notified testing agency (ISO Agency) and as per the Technical Specification specified in the RFP.
3. The sample Hardware peripheral test certificate will enable /Department of Basic Education, U.P to determine whether the Bidders propose to offer the Hardware's as per the Tender specifications or not.
4. Bidders have to make their own arrangement for the testing of the all Hardware's as per the standard given in the Tender through the notified Testing Agency. The sample Hardware's should be submitted in fully packed condition so that the packing standard is determined before signing of the contract. Cost towards testing the same Hardware's peripherals should be borne by the Bidders.
5. The Bidders should take utmost care to submit the samples which should be equal to or higher than the specifications given in the Tender documents. The supplies will be allowed as per approved sample Hardware's alone in the event of the Bidder is selected for the supply of Hardware's.

### 10.16. Annexure 16 – Draft Contract Agreement

The draft contract agreement shall include all the terms, conditions and criteria mentioned in this Tender document. The TIA shall have the right to review, discuss and negotiate on the contract terms, in line with this Tender document.

### 10.17. Annexure 17 – Device management Feature and Compliance requirements

S.No.	Device management Requirements	Compliance (Y/N)
1	The solution should support mainstream versions of Windows, along with Zero Day Support for any new Windows/upgraded versions.	
2	The solution should be able to manage all devices using a common agent irrespective of any device make and model. The proposed solution should have	

	option of agentless and agent based scanning of all devices from same console	
3	The solution should provide real-time reports and dashboard of Devices, applications, compliance policies, inventory and users; and its associated risks/vulnerabilities against different exploit platform	
4	The solution should be able to centrally push all policies and send notifications to all devices	
5	The solution should provide District level management of devices to support multiple active directories, exchange and other integration services	
6	The solution should provide roles-based configuration capability for administration	
7	The solution should provide device and data level security by preventing copying, pasting and printing of department sensitive information	
8	The solution should have ability to lock the device, automatic wipe off all the data from the device in case of theft	
9	The solution should provide remote management to view end user device screen from a centralized Web console	
10	The solution should be able to centrally push any new applications & future updates of applications	
11	The solution should be able to centrally push any new content related to LMS applications	
12	The proposed solution should have risk-based scoring system, for categorizing different vulnerabilities with an option of agent based and agentless scanning with predictive prioritization of vulnerabilities which requires immediate action	
13	The proposed device management and vulnerability scanning solution should be deployed dedicated for UP Education Department and should have native integration capability	

### 10.18. Annexure 18 – Commercial Bid Covering Letter

Date .....

To,

Managing Director,

UP Electronics Corporation Ltd.,

Navchetna Kendra, Ashok Marg,  
Sadullah Nagar, Narhi, Hazratganj,  
Lucknow, Uttar Pradesh 226001

Ref.: Tender No.

Subject: Submission of Commercial Bid for “Smart Class” for elementary Schools in Uttar Pradesh

Dear Sir,

We, the undersigned, offer to provide our services to the Department of Basic Education, Uttar Pradesh with reference to your Request for Proposal dated << date>> and are submitting our Commercial bid.

We hereby declare that all the information and statements made in this Commercial bid are true and accept that any misinterpretation contained in it may lead to our disqualification.

We agree to abide by all the terms and conditions of this Tender document. We would hold the terms of our proposal valid for the number of days as stipulated in the Tender document.

Following are the taxes and duties that are applicable, and are included as part of commercial bid:

S.No.	Tax / Duty Name	Applicable on (Cost item)	Percentage applicable
1.			
2.			
3.			
4.			

We understand you are not bound to accept any Proposal you receive.

Yours sincerely,

(Authorized Signatory)

Signature:

Name:

Designation:

Address:

Seal:



### 10.19. Annexure 19 – Commercial Bid Format

The excel based format shall be available on the e-procurement portal, which may be downloaded by the Bidders and upload at the ‘Commercial Section’ of the portal.

All applicable taxes and duties should be as per actuals at the time of placing order. Bidder should quote the for the product including all the duties service charge etc. The TIA shall not be responsible for paying any additional amount incase Bidders fails to highlight any applicable taxes or duties applicable for any cost line item. All the values need to be rounded off to 2 places of decimals as applicable.

The total project cost shall be taken into consideration for determining the L1 Bid.

Note: The below format is for indicative purpose only. Bidder should upload the bid as per BOQ format available on e-Tender portal.

	Item	Unit Cost (In INR)	Total Cost (in INR)
1	Supply, installation and service for 3 years of Smartclass with an integrated setup of a computing device having peripheral connectivity, LMS which includes digital teaching learning material and software application, multimedia components, and interactivity technology in addition to a projector		
	<b>Total (in INR)</b>		<b>0</b>

**Total Cost in Words:** (-----  
-----)

## 10.20. Annexure 20 – NON-DISCLOSURE AGREEMENT

This Non- Disclosure Agreement “NDA” is made on this the \*\*\* day of \*\*\*20--- at \_\_\_\_\_, India.

### BETWEEN

----- having its office at -----  
----- India hereinafter referred to as ‘*Disclosing Party*’ or “ **Department**”, which expression shall, unless the context otherwise requires, include its permitted successors and assigns);

### AND

\*\*\*, a Company incorporated under the *Companies Act, 1956*, having its registered office at \*\*\* (hereinafter referred to as ‘*the Vendor/ Receiving Party*’ which expression shall, unless the context otherwise requires, include its permitted successors and assigns).

Each of the parties mentioned above are collectively referred to as the ‘*Parties*’ and individually as a ‘*Party*’.

### WHEREAS:

1. Department is desirous to implement the project of -----.
2. The Department and VENDOR have entered into a Agreement dated \*\*\* (the “*Agreement*”) in furtherance of the Project.
3. Whereas in pursuing the Project (the “*Business Purpose*”), a Party (“*Disclosing Party*”) recognizes that they will disclose certain Confidential Information (*as defined hereinafter*) to the other Party (“*Receiving Party*”).
4. Whereas such Confidential Information (*as defined hereinafter*) belongs to Receiving Party as the case may be and is being transferred to the Disclosing Party to be used only for the Business Purpose and hence there is a need to protect such information from unauthorized use and disclosure.

**NOW THEREFORE**, in consideration of the mutual covenants, promises, assurances, representations and provisions set forth herein, the Parties hereto agree as follows:

### DEFINITIONS AND INTERPRETATION

#### 1.1 Definitions

Terms and expressions used in this NDA (including the Introduction) shall have the same meanings set out in Schedule I of Agreement.

#### 1.2 Interpretation

In this NDA, unless otherwise specified:



- (a) references to Clauses, Sub-Clauses, Paragraphs and Schedules are to clauses, subclauses, paragraphs of and schedules to this NDA;
- (b) use of any gender includes the other genders;
- (c) references to a ‘**company**’ shall be construed so as to include any company, corporation or other body corporate, wherever and however incorporated or established;
- (d) references to a ‘**person**’ shall be construed so as to include any individual, firm, company, government, state or agency of a state, local or municipal authority or government body or any joint venture, association or partnership (whether or not having separate legal personality);
- (e) a reference to any statute or statutory provision shall be construed as a reference to the same as it may have been, or may from time to time be, amended, modified or reenacted;
- (f) any reference to a ‘**day**’ (including within the phrase ‘business day’) shall mean a period of 24 hours running from midnight to midnight;
- (g) references to a ‘**business day**’ shall be construed as a reference to a day (other than a Sunday) on which banks in the state of Delhi are generally open for business;
- (h) references to times are to Indian standard time;
- (i) a reference to any other document referred to in this NDA is a reference to that other document as amended, varied, novated or supplemented at any time; and
- (j) all headings and titles are inserted for convenience only. They are to be ignored in the interpretation of this NDA.

### **1.3 Measurements and Arithmetic Conventions**

All measurements and calculations shall be in the metric system and calculations done to 2 (two) decimal places, with the third digit of 5 (five) or above being rounded up and below 5 (five) being rounded down except in money calculations where such amounts shall be rounded off to the nearest INR.

### **1.4 Ambiguities within Agreement**

In case of ambiguities or discrepancies within this NDA, the following principles shall apply:

- (a) as between two Clauses of this NDA, the provisions of a specific Clause relevant to the issue under consideration shall prevail over those in a general Clause;
- (b) as between the provisions of this NDA and the Schedules, the Agreement shall prevail, save and except as expressly provided otherwise in the Agreement or the Schedules; and
- (c) as between any value written in numerals and that in words, the value in words shall prevail

The Parties hereby expressly agree that for the purpose of giving full and proper effect to this NDA, the AGREEMENT and this NDA shall be read together and construed harmoniously. In

the event of any conflict between the AGREEMENT and this NDA, the provisions contained in the AGREEMENT shall prevail over this NDA.

## **2. TERM**

This NDA will remain in effect for perpetuity from the date of execution of this NDA and/or AGREEMENT (“*Term*”).

## **3. SCOPE OF THIS NDA**

(a) This NDA shall apply to all confidential and proprietary information disclosed by Disclosing Party to the Receiving Party and other information which the disclosing party identifies in writing or otherwise as confidential after disclosure to the Receiving Party (“Confidential Information”). Such Confidential Information consists of certain specifications, documents, software, prototypes and/or technical information, and all copies and derivatives containing such Information that may be disclosed to the Disclosing Party for and during the Business Purpose, which a party considers proprietary or confidential.

(b) Such Confidential Information may be in any form or medium, tangible or intangible, and may be communicated/disclosed in writing, orally, or through visual observation or by any other means to the Receiving Party.

## **4. OBLIGATIONS OF THE RECEIVING PARTY**

The Receiving Party shall:

(a) use the Confidential Information only for the Business Purpose and shall hold the Confidential Information in confidence using the same degree of care as it normally exercises to protect its own proprietary information, considering the nature of the Confidential Information, and

(b) grant access to Confidential Information only to its employees on a ‘need to know basis’ and restrict such access as and when not necessary to carry out the Business Purpose.

(c) cause its employees to comply with the provisions of this NDA and get an individual NDA signed from such employees which replicates the provisions of confidentiality as dealt in this NDA;

(e) prevent disclosure of Confidential Information to third parties;

(f) disclose the Confidential Information to its consultants/contractors on a need to know basis; provided that by doing so, the Receiving Party agrees to bind such consultants/ contractors to terms at least as restrictive as those stated herein. The Receiving Party upon making a disclosure under this Clause shall advise the consultants/contractors of the confidentiality obligations imposed on them by this Clause.

(g) upon the Disclosing Party's request, the Receiving Party shall either return to the disclosing party all Confidential Information or shall certify to the disclosing party that all media containing Confidential Information have been destroyed. Provided, however, that an archival copy of the

Confidential Information may be retained in the files of the Receiving Party's counsel, solely for the purpose of proving the contents of the Confidential Information.

(h) not to remove any of the other Party's Confidential Information from the premises of the Disclosing Party without prior written approval.

(i) exercise extreme care in protecting the confidentiality of any Confidential Information which is removed, only with the Disclosing Party's prior written approval, from the Disclosing Party's premises. Each Party agrees to comply with any and all terms and conditions the disclosing party may impose upon any such approved removal, such as conditions that the removed Confidential Information and all copies must be returned by a certain date, and that no copies are to be made off of the premises.

(j) Upon the Disclosing Party's request, the Receiving Party shall promptly return to the Disclosing Party all tangible items containing or consisting of the disclosing party's Confidential Information all copies thereof.

## **5. EXCEPTIONS TO CONFIDENTIAL INFORMATION**

The foregoing restrictions on each party's use or disclosure of Confidential Information shall not apply to the Confidential Information that the Receiving Party can demonstrate that such Confidential Information:

(a) was independently developed by or for the Receiving Party without reference to the Information provided by Disclosing Party.

(b) has become generally available to the public without breach of confidentiality obligations of the Receiving Party; or

(d) is the subject of a subpoena or other legal or administrative demand for disclosure; provided, however, that the Receiving Party has given the disclosing party prompt notice of such demand for disclosure and the Receiving Party reasonably cooperates with the disclosing party's efforts to secure an appropriate protective order; or

(e) is disclosed with the prior consent of the disclosing party; or

(f) was in its possession or known to it by being in its use or being recorded in its files or computers or other recording media prior to receipt from the disclosing party and was not previously acquired by the Receiving Party from the disclosing party under an obligation of confidence; or

(g) the Receiving Party obtains or has available from a source other than the disclosing party without breach by the Receiving Party or such source of any obligation of confidentiality or non-use towards the disclosing party.

## **6. OWNERSHIP OF THE CONFIDENTIAL INFORMATION**

(a) Each Party recognizes and agrees that all of the disclosing Party's Confidential Information is owned solely by the Disclosing Party (or its licensors) and that the unauthorized disclosure or

use of such Confidential Information would cause irreparable harm and significant injury, the degree of which may be difficult to ascertain.

(b) By disclosing the Confidential Information or executing this NDA, Disclosing Party does not grant any license, explicitly or implicitly, under any trademark, patent, copyright, mask work protection right, trade secret or any other intellectual property right. The Disclosing Party disclaims all warranties regarding the information, including all warranties with respect to infringement of intellectual property rights and all warranties as to the accuracy or utility of such information.

(c) Access to Confidential Information hereunder shall not preclude an individual who has seen such Confidential Information for the purposes of this NDA from working on future projects for the Disclosing Party which relate to similar subject matters, provided that such individual does not refer to the Confidential Information and does not copy the substance of the Confidential Information during the Term. Furthermore, nothing contained herein shall be construed as imposing any restriction on the Receiving Party's disclosure or use of any general learning, skills or know-how developed by the Receiving Party's personnel under this NDA.

(d) Execution of this NDA and the disclosure of Confidential Information pursuant to this NDA do not constitute or imply any commitment, promise, or inducement by either Party to make any purchase or sale, or to enter into any additional agreement of any kind.

## **7. DISPUTE RESOLUTION**

(a) If a dispute arises in relation to the conduct of this NDA (Dispute), a party must comply with this clause 7 before starting arbitration or court proceedings (except proceedings for urgent interlocutory relief). After a party has sought or obtained any urgent interlocutory relief that party must follow this clause 7.

(b) A party claiming a Dispute has arisen must give the other parties to the Dispute notice setting out details of the Dispute.

(c) During the 14 days after a notice is given under clause 7(b) (or longer period if the parties to the Dispute agree in writing), each party to the Dispute must use its reasonable efforts through a meeting of Senior Executive (or their nominees) to resolve the Dispute. If the parties cannot resolve the Dispute within that period then any such dispute or difference whatsoever arising between the parties to this NDA out of or relating to the construction, meaning, scope, operation or effect of this NDA or the validity of the breach thereof shall be referred to a Sole Arbitrator appointed by mutual consultation between the Parties. If the parties cannot agree on the appointment of the arbitrator within a period of one month from the notification by one party to the other of existence of such dispute, then the Arbitrator shall be appointed by the High Court of the jurisdiction specified in this NDA. The provisions of the Arbitration and Conciliation Act, 1996 will be applicable and the award made there under shall be final and binding upon the parties hereto, subject to legal remedies available under the law. Such differences shall be deemed to be a submission to arbitration under the Indian Arbitration and Conciliation Act,

1996, or of any modifications, Rules or re-enactments thereof. The seat and venue of Arbitration proceedings will be held at Lucknow.

The validity and interpretation of this NDA shall be governed by the applicable laws of India and Parties shall be subject to the exclusive jurisdiction of the Courts of Lucknow to entertain any disputes.

(d) The Receiving Party agrees that the Disclosing Party shall have the right to obtain an immediate injunction enjoining any breach of this NDA, as well as the right to pursue any and all other rights and remedies available at law or in equity for such a breach.

## **8. VARIATION**

This NDA may only be varied/amended in writing and signed by both Parties.

## **9. WAIVER**

Waiver including partial or conditional waiver, by either Party of any default by the other Party in the observance and performance of any provision of or obligations under this NDA: -

(a) shall be in writing

(b) shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions of or obligations under this NDA;

(c) shall be executed by a duly authorized representative of the Party; and

(d) shall not affect the validity or enforceability of this NDA in any manner.

## **10. EXCLUSION OF IMPLIED WARRANTIES**

This NDA expressly excludes any warranty, condition or other undertaking implied at law or by custom or otherwise arising out of any other agreement between the Parties or any representation by either Party not contained in a binding legal agreement executed by both Parties.

## **11. ENTIRE AGREEMENT**

This NDA and the Annexure together constitute a complete and exclusive statement of the terms of the agreement between the Parties on the subject hereof, and no amendment or modification hereto shall be valid and effective unless such modification or amendment is agreed to in writing by the Parties and duly executed by persons especially empowered in this behalf by the respective Parties. All prior written or oral understandings offers or other communications of every kind pertaining to this NDA are abrogated and withdrawn.

## **12. SEVERABILITY**

If for any reason whatever, any provision of this NDA is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties shall negotiate in good faith with a

view to agreeing to one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable to such invalid, illegal or unenforceable provision. Failure to agree upon any such provisions shall not be subject to the dispute resolution procedure set forth under this NDA or otherwise.

### **13. NO PARTNERSHIP**

This NDA shall not be interpreted or construed to create an association, joint venture or partnership between the Parties, or to impose any partnership obligation or liability upon either Party, and neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party except as expressly provided under the terms of this NDA.

### **14. THIRD PARTIES**

This NDA is intended solely for the benefit of the Parties and their respective successors and permitted assigns, and nothing in this NDA shall be construed to create any duty to, standard of care with reference to, or any liability to, any person not a Party to this NDA.

### **15. SUCCESSORS AND ASSIGNS**

This NDA shall be binding on and shall inure to the benefit of the Parties and their respective successors and permitted assigns.

### **16. NOTICES**

Any notice or other communication to be given by any Party to the other Party under or in connection with the matters contemplated by this NDA shall be in writing and shall be given by hand delivery, recognized courier, registered post, email or facsimile transmission and delivered or transmitted to the Parties at their respective addresses set forth below:

If to Department:

Attn: \*\*\*

Tel:

Fax:

Email:

Contact:

With a copy to:

If to the VENDOR:

Attn. \*\*\*

Phone: \*\*\*

Fax No. \*\*\*

**17. LANGUAGE**

All notices required to be given by one Party to the other Party and all other communications, documentation and proceedings which are in any way relevant to this NDA shall be in writing and in the English language.

**18. COUNTERPARTS**

This NDA may be executed in counterparts, each of which, when executed and delivered, shall constitute an original of this NDA.

**19. MITIGATION**

Without prejudice to any express provisions of this NDA on any mitigation obligations of the Parties, each of the Department and the VENDOR shall at all times take all reasonable steps to minimize and mitigate any loss for which the relevant Party is entitled to bring a claim against the other Party pursuant to this NDA.

**20. REMOVAL OF DIFFICULTIES**

The Parties acknowledge that it is conceivable that the Parties may encounter difficulties or problems in the course of implementation of the Project and the transactions envisaged under this NDA. The Parties agree and covenant that they shall mutually discuss such difficulties and problems in good faith and take all reasonable steps necessary for removal or resolution of such difficulties or problems.

**IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED AND DELIVERED THIS NDA AS OF THE DATE FIRST ABOVE WRITTEN.**

SIGNED, SEALED AND DELIVERED

For and on behalf of the VENDOR by:

(Signature)

(Name)

(Designation)

(Address)

(Fax No.)

SIGNED, SEALED AND DELIVERED

For and on behalf of the Department by:

(Signature)

(Name)

(Designation)

(Address)

(Fax No.)

In the presence of:

- 1.
- 2.

### **10.21. Annexure 21 – Integrity Pact**

Directorate of Basic Education U.P. hereinafter referred to as "The Principal",

and

\_\_\_\_\_ hereinafter referred to as "The Bidder/ Contractor"

#### **Preamble**

The Principal intends to award, under laid down organizational procedures, contract/ s for The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder(s) and / or Contractor(s).

In order to achieve these goals, the Principal will appoint Independent External Monitors (IEMs) who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

#### **Section 1 - Commitments of the Principal**

1. The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -
  - a) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
  - b) The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
  - c) The Principal will exclude from the process all known prejudiced persons.



2. If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

## **Section 2 - Commitments of the Bidder(s)/ Contractor(s)**

1. The Bidder(s)/ Contractor(s) commit themselves to take all measures necessary to prevent corruption. The Bidder(s)/ Contractor(s) commit themselves to observe the following principles during participation in the tender process and during the contract execution.
  - a) The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
  - b) The Bidder(s)/ Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.
  - c) The Bidder(s)/ Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
  - d) The Bidder(s)/Contractors(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Bidder(s)/Contractors(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only. Please refer to the "Guidelines on Indian Agents of Foreign Suppliers" for further information.
  - e) The Bidder(s)/ Contractor(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

- f) Bidder(s) /Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.
2. The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

### **Section 3 - Disqualification from tender process and exclusion from future contracts**

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put their reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per the procedure mentioned in the "Guidelines on Banning of business dealings". Please refer to the "Guidelines on Banning of business dealings" for further information.

### **Section 4 - Compensation for Damages**

1. If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.
2. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

### **Section 5 - Previous transgression**

1. The Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or, with any Government or Public Sector Enterprise in India that could justify his exclusion from the tender process.
2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealings".

### **Section 6 - Equal treatment of all Bidders / Contractors / Subcontractors**

1. In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor.
2. The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.
3. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

**Section 7 - Criminal charges against violating Bidder(s) / Contractor(s) / Subcontractor(s)**

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

**Section 8 - Independent External Monitor**

1. The Principal shall appoint competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him / her to treat the information and documents of the Bidders/Contractors as confidential. He/ she shall report to the Director, Directorate of Basic Education U.P.
3. The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.
4. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s)/ Sub-contractor(s) with confidentiality. The Monitor shall also sign declarations on 'Non-Disclosure of Confidential Information' and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform Director, Directorate of Basic Education U.P. and recuse himself / herself from that case.
5. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
6. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/she will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

7. The Monitor will submit a written report to the Director, Directorate of Basic Education U.P. within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
8. If the Monitor has reported to the Director, Directorate of Basic Education U.P. a substantiated suspicion of an offence under relevant IPC/ PC Act, and the Director, Directorate of Basic Education U.P. has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
9. The word 'Monitor' would include both singular and plural.

### **Section 9 - Pact Duration**

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by the Director, Directorate of Basic Education U.P.

### **Section 10 - Other provisions**

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Lucknow.
2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
3. If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
5. Issues like Warranty / Guarantee etc. shall be outside the purview of IEMs.
6. In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.

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(For & On behalf of the Principal)

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(For & On behalf of Bidder/ Contractor)

(Office Seal)

(Office Seal)

Place: \_\_\_\_\_

Date: \_\_\_\_\_

Witness 1:

(Name & Address) \_\_\_\_\_

\_\_\_\_\_

Witness 2:

(Name & Address) \_\_\_\_\_

\_\_\_\_\_