

SELECTION OF AGENCY FOR COMPREHENSIVE ANNUAL MAINTENANCE
CONTRACT IN RESPECT OF EPABX SYSTEM INSTALLED AT UP
SECRETARIAT FOR A PERIOD OF ONE YEAR



यू पी इलेक्ट्रॉनिक्स कारपोरेशन लिमिटेड
U.P. Electronics Corporation Limited
(A UP GOVT. UNDERTAKING)

Request for Proposal (RFP)

For

SELECTION OF AGENCY FOR COMPREHENSIVE ANNUAL
MAINTENANCE CONTRACT (AMC) IN RESPECT OF EPABX
SYSTEM INSTALLED AT UP SECRETARIAT FOR A PERIOD OF
ONE YEAR.

Tender No: Hw-20-21-EPABXAmc-12

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SECTION I

Invitation for Bids

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Section I - Invitation for Bids

1.1. Introduction of the Project

- a. **UP Secretariat Dept.** has decided to select an agency for SELECTION OF AGENCY FOR COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT(AMC) IN RESPECT OF EPABX SYSTEM INSTALLED AT UP SECRETARIAT FOR A PERIOD OF ONE YEAR.
- b. **UP Secretariat Dept. has directed UP Electronics Corporation (UPLC)** to complete this task of SELECTION OF AGENCY FOR COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT(AMC) IN RESPECT OF EPABX SYSTEM INSTALLED AT UP SECRETARIAT FOR A PERIOD OF ONE YEAR. through e-Tendering process.
- c. The e-Bid document is available on e-tender portal <http://etender.up.nic.in>. Interested Bidders may download the e-Bid document, Corrigendum and clarifications from the e-tender portal.
- d. The e-Bids shall be submitted **through offline** on e-tender portal <http://etender.up.nic.in> , up to the date and time mentioned in the Section 1.4.

1.2. Issuer of the RFP

The Managing Director

U.P. Electronics Corporation Limited

10, Ashok Marg, Lucknow - 226001

Tel: 0522-4130303, 2286808, 2286809, 2288750 Fax: 0522-2288583

E-mail: uplc.hw.proposal@gmail.com, uplciko@gmail.com, Website: <http://www.uplc.in>

Any proposal received by UPLC after the deadline for submission of proposals mentioned in the Key Events & Dates as per section 1.4 will be summarily rejected. UPLC shall not be responsible for any delay, Technical fault or non-receipt of the documents. No further correspondence on the subject will be entertained.

1.3. About the RFP Document

- a. This RFP provides information regarding the Annual Maintenance Contract (AMC), Scope of Work, Technical requirements and other related information to the Bidder(s).
- b. It details the General Terms & Conditions with respect to the Bid process management to be adopted for the proposed Project.
- c. The RFP contains the Agreement template outlining the contractual and legal terms & conditions applicable for the proposed engagement.
- d. As should be clear from the Scope of the proposed Project, UPLC seeks a specific proposal responsive to this RFP in every respect and detail, rather than a mere compilation of materials and promotional information used in other transactions.

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The Bidders are expected to examine all instructions, forms, terms, Project requirements and other information in the RFP documents. Failure to furnish all information required by the RFP documents or submission of a proposal not substantially responsive to the RFP documents in every respect will be at the Bidder's risk and may result in rejection of the proposal and forfeiture of the Earnest Money Deposit (EMD).

1.4. Key Events & Dates - Tender No : Hw-20-21-EPABXAmc-12

S. No.	Event	Target Date
1	Cost of Bid Document	INR 1,000/- (non-refundable) through e-Tender Portal offline payment gateway.
2	Bid Security / Earnest Money Deposit	INR Rs 30,000 (Rupees Thirty Thousand Only) through e-Tender Portal offline payment gateway.
3	Publication of the RFP	08-12-2020
4	Bid Submission Start Date	08-12-2020
5	Clarification Start Date	08-12-2020
6	Clarification End Date	16-12-2020
5	Last date for submission of Bids	19-12-2020 upto 17:00 Hours
6	Date of opening of Technical Bids	19-12-2020 at 18:00 Hours
7	Date of opening of Commercial Bid	To be informed later on

1.5. Amendment of RFP Document

At any time till 2 days before the deadline for submission of Bids, UPLC may, for any reason, whether at own initiative or in response to a clarification requested by a prospective Bidder, modify the Bid Document by amendment. All the amendments made in the document would be informed through the e-tender portal <http://etender.up.nic.in>. All such amendments shall be binding on all the Bidders. The Bidders are also advised to visit the aforementioned website on regular basis for checking necessary updates. UPLC also reserves the rights to amend the dates mentioned in the **Section 1.4** of this RFP for Bid process.

SECTION II

Qualification Criteria

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Section II- Qualification Criteria

2.1. This Invitation to Bid is open to all entities meeting or exceeding all of the following minimum Qualification criteria. Bidders failing to meet any one of the qualification criteria as mentioned below or not submitting requisite supporting documents/ documentary evidence for supporting qualification criteria are liable to be rejected summarily.

S. No.	Clause	Documents Required
1	The bidder should be a company registered under the Companies Act, 1956 / Firm registered under the Indian Partnership Act, 1932 or under the Limited Liability Partnership Act or Proprietorship Firm. The Bidder should have been in commercial operations for a period of at least 5 financial years in India. The Consortium not allowed.	Relevant Document to verify
2	The Bidder / OEM should have at least ISO 9001:2015 or Latest certification	Copy of the valid ISO Certificates issued from the accreditation organization.
3	The Authorized Signatory signing the Bid on behalf of the Bidder should be duly authorized by the Managing Director / Board of Directors / Managing Partner of the Bidding Company to sign the Bid and the Contract on their behalf.	A Certificate from the Owner/ Managing Director / Managing Partner of the Bidder certifying that the Bid signatory is authorized to do so.
4	The Bidder should be an established Original Equipment Manufacturer (OEM) of principle item of RFP.	OEM Authorization Certificate on OEM Letter Head.
5	The Bidder should certify that they have onsite support mechanism in Uttar Pradesh, either directly through their support offices or through their authorized channel partners. Onsite support mechanism in Lucknow is mandatory.	Details from the authorized signatory for availability of Onsite Support Mechanism in Uttar Pradesh as per Format-7 and Format-8 of Section-VII
6	The Bidder should have successfully provided comprehensive annual maintenance services for EPABX System including support, Helpdesk Support, Spares, Inventory, Patches, Updates / Upgrades with work orders of value of at least INR 20.00 Lakhs for Government / Non-Government / PSUs / Financial Institutions (including Banks) in the last five years.	Details of Experience in Annual Maintenance Services to be submitted (as per Section 7.9). Work Order(s) / Relevant Document establishing the sales Certificate of Completion by the Client OR Statutory Auditor Certificate / Self-Certificate by the Company Secretary mentioning the Work Order No., Work Order Date & Total Value of the Work Order
7	The Bidder should have successfully provided Service onsite warranty services with minimum average of 05 EPABX System, Desktops, IP phone, Server, UPS & Lan Items in the last five years.	Work order / Relevant Document establishing the sales Certificate of Completion by the Client OR Self-Certificate by the Company Secretary / Chartered Accountant mentioning the Work Order No, Work Order Date & Total Value of the Work Order
8	The Bidder should have a valid PAN, GST number.	Certificate of GST Registration and PAN Card of Bidding Firm

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S. No.	Clause	Documents Required
9	Bidder should have ₹ 1 Crore in average annual turnover Financial years (i.e. 2016-17, 2017-18, 2018-19)	Audited Profit and Loss Statement and Balance sheets. Statutory Auditor Certificate or Certificate from the Company Secretary of the Bidder or Certificate from the Chartered Accountant clearly specifying the turnover for the specified years.
10	As on date of submission of the proposal, the Bidder is neither blacklisted by Central Government / State Government or instrumentalities thereof nor any criminal case against the Bidder / Its Partners / Directors / Agents is pending before any court of Law	Motorized Affidavit (10 Rs. Stamp Paper) from the Authorized Signatory to the effect that the Bidder is neither blacklisted by Central Government / State Government or instrumentalities thereof nor any criminal case against the Bidder / Its Partners / Directors / Agents is pending before any court of Law.
11	The Bidder should have submitted EMD and Bid Processing fees of amount as mentioned in the RFP	Scan Copy of Tender Fee and EMD submitted through offline Tender Portal Payment gateway.

2.2 Change in Qualification Criteria

If there is a change in the status of the Bidder with reference to any of the Qualification criteria specified above, during the Bid Process till the award of the Project, the Bidder should immediately bring the same to the notice of UPLC.

2.3 EVALUATION OF Technical Bid

The evaluation of the e-Bids shall be carried out by the Evaluation Committee of U P Electronics Corporation Limited in following two stages - First stage – the Technical e-Bids Evaluation and the Second Stage – the Financial e-Bids Evaluation:

Those Technical e-Bids, which are summarily not rejected as above, shall be further processed and awarded the scores in respect of the specified criteria as defined in Table below.

The Technical e-Bids which scores equal to or more than the minimum qualifying marks will be short-listed for opening of their financial e-Bids. The Financial e-Bids of those Technical e-Bids shall not be opened which scores less than the minimum qualifying marks.

SECTION III

Scope of Work

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Section III- Scope of Work

The minimum specified Scope of work to be undertaken by the Bidder to perform the services of comprehensive annual maintenance at UP Secretariat. The selected Bidder shall perform the services as per the scope of work and period of the Agreement.

UP Secretariat is intending to enter into a contract with Bidder for comprehensive maintenance of EPABX System systems and peripherals as listed in **Annexure-A**. These EPABX System systems and peripherals are installed at UP Secretariat. Selected Bidder is **to be desired** of rendering such services under terms and conditions as per this contract. Selected Bidder **shall agree** to maintain systems and peripherals as listed in **Annexure-A** in accordance with the provisions laid down in the contract, at charges as given in the contract deed for the contract period.

- 3.1 SELECTED BIDDER shall agree to provide the following services under the Comprehensive Annual Maintenance Contract (AMC) for One year to keep the EPABX System in good working order as per Annexure - A.**
- 3.2 Scheduled** preventive maintenance once in every Six Months during the period of the contract for all EPABX System systems and Once in every ONE Months during the period of contract for all hardware equipment as detailed in **Annexure-A**. Preventive Maintenance can be clubbed with corrective maintenance. Selected Bidder would submit their Call Sheets/Preventive Maintenance Reports to UP Secretariat. In case, Selected Bidder fails to submit Preventive Maintenance Reports, Penalty Clause will apply for EPABX System systems and for printers and matter will be taken up with Selected Bidder at appropriate level by the UP Secretariat.
- 3.3** Unscheduled, on call corrective and remedial maintenance service to set right the malfunctions of the systems. This includes replacement of unserviceable parts. The parts replaced will be new parts either of the same make or equivalent in performance to parts which have become defective. Selected Bidder, in consultation with the UP Secretariat, shall decide whether a defective item or component is to be replaced or repaired. The defective part, removed from the system will become the property of Selected Bidder.
- 3.4** If any hardware mentioned in **Annexure-A** is Burnt / Lost / Physically Damaged / Theft before the execution of AMC then it shall not be counted for AMC purpose:
- 3.5** Indicative list of EPABX Systems Hardware and its peripherals given in **Annexure- A**.
- 3.6** The contract would be comprehensive i.e. including replacement of parts of EPABX System in UP Secretariat equipment covered under AMC with same specifications as supplied by Original Equipment Manufacturer (OEMs) at the time of manufacturing except replacement of consumable items e.g. printer toner cartridges etc.
- 3.7** Upkeep & maintenance of the hardware installed.
- 3.8** To provide & maintain the required drivers for additional peripherals & Hardware for maintaining the equipment.
- 3.9** Standby arrangement to be made in case the equipment is to be taken to workshop for

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repairs.

- 3.10 Support for users & troubleshooting of commercial software packages & removal of viruses & re-installation of software if corrupted.
- 3.11 Co-ordination with Original Equipment Manufacturer (OEM) for troubleshooting of the server, EPABX System & other peripherals.
- 3.12 The maintenance contract shall include both preventive & corrective maintenance to be carried out by Agency for the items, which will be covered under A.M.C.
- 3.13 The maintenance service does not include electrical work, cabling etc external to the accessories, attachments, machines or other devices.
- 3.14 The replacement of any part of the EPABX System/peripherals whenever required must be carried out by the Agency with the genuine parts of same or higher specification.
- 3.15 Maintenance of equipment as per manufacture's guidelines and shall be used only standard Original Equipment Manufacturer (OEM) components shall be used for replacement.
- 3.16 Service Engineer should have proficiency in Windows/Linux hardware and Networking. Particulars of the Service Engineers employed by the Agency along with their experience & qualification should be mentioned in Bidder's Technical Proposal.
- 3.17 Services of qualified service engineer would be available on all the working days from 09:30 AM to 6:30 PM or after office hours if needed, and the engineer should also be available on holidays as per requirement of client department.
- 3.18 The maintenance of EPABX System Hardware and Software will also be applicable to all the running Operating Systems. The Software maintenance includes Installation of several software like various Windows Series of 2000, Windows XP, Vista, Windows 7, UNIX, LINUX or any other Operating System, different Application Software such as MS Office etc, Internet Explorer, Netscape, Outlook Express, Data Retrieval Software etc or any other software installed in the EPABX Systems of the Client department. It also includes removal of virus and re-installation of Software, if corrupted & support for users and troubleshooting of software packages.

3.19 Final Acceptance Sign off

The selected Bidder shall get a final sign off receipt from UPLC / UP Secretariat after successful completion of Annual Maintenance Contract for a period of one year from the date of acceptance of EPABX System in UP Secretariat of the UP Secretariat. The selected Bidder shall give location wise invoice to the UPLC on quarterly basis. The payment to vendor shall be released on quarterly basis subject to payment received from the client and their satisfactory report.

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

- i. Invoice
- ii. Maintenance Log Report duly signed by client department official and service engineer

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The selected Bidder shall produce a total of four copies for records mentioned above, out of which one remains with the selected bidder, one with each location site, one shall be handed over to UPLC.

3.20 Onsite Support Mechanism Setup

The selected Bidders shall set up support mechanism for providing the onsite comprehensive Maintenance of EPABX System in UP Secretariat at specified locations mentioned in **Annexure-B** of this RFP.

SECTION IV

Special Conditions of Contract

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Section IV – Special Conditions of Contract

4.1 Renewal of AMC

The contract may be renewed further for the same period on same Terms & Conditions, provided UP Secretariat Dept. is satisfied with the services of selected Bidder or on the Terms & Conditions mutually agreed by UPLC / UP Secretariat and Selected Bidder. UPLC / UP Secretariat can terminate the contract at any time by giving one month notice in writing.

4.2 Maintenance Services

- i. The maintenance contract shall include both preventive and corrective maintenance to be carried out by Agency for the items, which is covered under Maintenance Services.
- ii. The maintenance service shall not include Electrical work external to the accessories, attachments; machine or any other device shall not be covered under the contract.
 - The cost of transportation from Agency to the Client's Department for maintenance purposes inclusive of boarding charges and/or lodging if necessary will be entirely borne by the Agency.
 - Agency shall ensure that no damage is caused by his Engineer to the hardware or software while undertaking repairs or preventive maintenance to the equipment otherwise Agency will be liable to replace the damaged assembly or equipment or software free of cost or in case of failure to do so, shall bear the cost of replacement made by any third party selected by the UPLC / client department. In Case of breakdown of any equipment/ancillaries, the downtime will start after 8 working hours after information was given to UPLC by the Client Department. If the Agency fails to rectify the defect even after expiry of 03 working days from the date the defect was first reported, the client shall have the right to get the defect rectified by a third party without affecting Agency's obligations for maintenance of the systems under this contract. Payment thus made to the third party will be deducted from the, amount due to the Agency.
 - In case any item becomes unserviceable or its full life has been consumed or its parts are not available in the market, then it will be informed by the Agency to the UPLC / UP Secretariat. Then such items shall be taken out from Maintenance Services and Maintenance Services amount shall be reduced proportionately after taking approval from the Client Department.

4.3 Operation & Care of the equipment

The Client department will be advised to operate the equipment strictly according to the detailed instruction given in the Operation Manuals(s) of the equipment as contained in any

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communication given to them by the OEM / principal for this purpose.

4.4 Eligible Products

4.4.1 All the Products brought must be in normal working condition before covering in Maintenance Services and are current specified revision levels in order to be eligible for services under this Maintenance Services contract.

4.4.2 Any work performed by Agency to return products to normal working condition or to bring them to the current revision level prior to including them under this Maintenance Services contract will be subject to client / UPLC permission.

4.5 Modifications to Products

Agency after informing UPLC may, at no additional charges, make modification to the products to improve their operation and / or reliability or to comply with legal requirement.

4.6 Relocation of Products

4.6.1 Client department shall be responsible for relocation of their products, However, only Agency's engineers, in the event of shifting to new premises, shall do de-installation and re-installation. The Client department shall bear entire responsibility, transport charges, and transit damages, if any, while transferring the equipment from the old place to the new place.

4.6.2 In case the equipment is to be relocated to difficult and remote areas within the territory of Uttar Pradesh, UPLC and the Agency has the option to refuse or else to do the same on an additional charge mutually agreed between Agency and UPLC / Client Department.

4.7 Copyright Materials

Client Department's copyrighted materials (software and printed documentation) may not be copied by Agency except for purposes to replace a defective copy or for program error verification, unless otherwise agreed to in writing by UPLC/ Client Department.

4.8 Warranty / Maintenance

4.8.1 Replacement parts provided to maintain hardware products serviced hereunder are warranted against defects in materials and workmanship. If Agency receives notice of defective replacement parts during the term of the contract the Agency will replace / repair the defective parts at no extra cost.

4.8.2 The warranty / Maintenance set forth above is exclusive and no other warranty / maintenance, whatever written or oral, is expressed or implied. UPLC specially disclaims the implied warranties / maintenance or merchantability and witness for a particular purpose. Warranty / Maintenance is subject to clauses 4.10 to 4.11 of this Section.

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4.9 Remedies and Liability

For any breach of the contract by Agency, client department remedy shall be limited to refund of support charges paid by client department during the period of breach provided however, that UPLC will not be liable for failure or delays in the performance of its obligations hereunder due to causes beyond its control.

4.10 Limitations of Service

4.10.1 Maintenance Services are provided for qualified devices at client department premises. Client is responsible for removing non-qualified devices to; enable Agency to service the qualified devices. If performance of services is made more difficult or impaired because of nonqualified devices, UPLC will charge additional amount to the Client Department for the increased efforts.

4.10.2 Services do not include repairs of defect in products caused by :

4.10.2.1 Unauthorized modifications, tampering, abuse or misuse of the equipment.
Also in those cases where the equipment is being or has been serviced by a third party other than Agency.

4.10.2.2 Equipment damaged/burnt out due to power fluctuations or faulty power supply or high power supply.

4.10.2.3 If support services are required due to the above cause, Agency may provide such repairing services at extra charges

4.11 Client Departments Responsibilities

4.11.1 Client Department will provide personnel with operating mains supplies and Consumables such as paper, ink cartridges, ribbon, cards, disc, print heads, speakers, and such similar items as client would use during normal operations.

4.11.2 Client Department is responsible for the security of its proprietary and Confidential Information.

4.11.3 Client Department is responsible for maintaining a procedure external to the products for reconstruction of lost or altered files, data or programs.

4.12 Order of Precedence

The contract and any attachments here to take precedence over client Department additional or different terms and conditions. Any amendments / modification to the contract and its attachments may be communicated to other party in writing and will be operative only on mutual acceptance.

4.13 The vendor will provide a list of qualified, with experience of at least ONE years in

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Government / PSU Sector, resident service engineers on all the working days from 9:30 AM to 6.30 PM for attending and redressed of complaints. The engineer shall also be available on holidays as per requirement of the client Departments if needed. Service engineers shall be equipped with mobile phones to ensure their availability.

- 4.14** The selected Agency shall be responsible for taking backup of data & programs and application available on the EPABX System whenever necessary before attending the fault and will be also responsible for restoring the data, programs and applications after removing the fault to the satisfaction of the user. The Agency must also ensure restoring of all backups to the user under its acknowledgement.
- 4.15** The service engineers would take up any reported fault within one hour. As far as possible, the repairs would be carried out on-site itself. However, in case the equipment is taken to the workshop, the firm would provide a stand-by for the same.
- 4.16** The Agency should provide necessary support for maintaining virus free EPABX System environment in the various departments and help in updating the software / virus detection mechanism.
- 4.17** Immediately on award of the contract, the agency would give a report taking over all the equipment. It shall be the responsibility of the agency to make all the EPABX Systems / peripherals work satisfactory throughout the contract period and also to hand over the systems to the departments in working conditions on the expiry of the contract. In case any damage on the systems of the various departments is found, compensation would be determined by the concerned client department will have to be paid by the Agency.
- 4.18** It may also be noted that in case of Agency backing out in mid-term without any genuine reason or without explicit consent of the UPLC, the client department may liable to recovery at higher rates, vis-à-vis, those contracted with it, which may have to be incurred by the UPLC on maintenance of machines for the balance period of contract through alternative means, the above act of backing out would automatically debar the Agency from any further dealing with the UPLC and the Performance Security Deposit amount would also be forfeited by UPLC.
- 4.19** The Contract is not transferable and the agency shall not be authorized to subcontract or sublet the work order either in full or part of it and if indulged into such act would automatically cancelled of the contract and debar the Agency from any further dealing with the UPLC and the Performance Security Deposit amount would also be forfeited by UPLC.
- 4.20** The annual maintenance contract shall cover Comprehensive Maintenance of the EPABX System Systems and other accessories (equipment) as mentioned in the list of EPABX System

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Hardware Items. All parts of EPABX System Hardware, Logic Cards, Paper Guide, Power Cords, Cables, Power Adapter, 110 lets, network equipment, or whichever that is called as hardware or spares and need to run that equipment smoothly shall be covered under the Annual Maintenance Contract. System maintenance charges shall not include the cost of consumables and supply items such as media like tapes, DVDs, CDs and EPABX System Stationery.

- 4.21** For downtime calculation, the day **on which the call is closed** will not be taken as part of downtime. Also, if the UP Secretariat is not able to hand over the system to engineer for maintenance purpose, such time will not be considered for the downtime penalty.
- 4.22** In case of intermittent failures and repetitive problems, due to improper diagnosis or repair, the system will be treated as continuously down.
- 4.23** This contract extends only to problems arising out of normal functioning of equipment and the contract does not cover break down or services or spares cost arising out of damages caused due to fire, theft, riots, accidents, earthquakes, storm and other natural calamities.
- 4.24** The Agency will maintain the complaints register at UP Secretariat in which record of machine failure including the nature of failure, date and time of booking the complaint, date and time when the machine is made up and the total down time shall be maintained. This record will be signed by the Service Engineer of SELECTED BIDDER and the representative of UP Secretariat.
- 4.25** *Required number of Bidder's Service Engineers competent enough to resolve Hardware, Software & Networking issues shall be available FIVE at UP Secretariat, one its Bench at Lucknow from 9.30 A.M TO 6.30 PM* or during other period mutually agreeable to SELECTED BIDDER and UP Secretariat on all working days even if there is no breakdown call reported to SELECTED BIDDER. In UP Secretariat, the Agency's Service Engineers shall be available for half day daily while in UP Secretariat; Agency Service Engineer will enquire about the complaints daily and will ensure that complaint is attended timely. **Selected Bidder will acknowledge each call with a unique Call No.**, which is to be used for reference in future and the Bidder will ensure that complaint is attended timely.
- 4.26** UP Secretariat shall be at liberty to transfer its inventory from one place to another i.e UP Secretariat and Bidder shall maintain them under the same AMC. The hardware equipment mentioned in **Annexure-A** may be sent to the UP Secretariat as per requirement.
- 4.27** At the time of expiry of the maintenance, the SELECTED BIDDER will ensure that all the equipment is in good and working condition.
- 4.28** Any additional hardware will be brought under AMC through a written intimation or the

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Addendum. The additional hardware will be inspected by SELECTED BIDDER and its maintenance will be taken up after acceptance of the same. In case, UP Secretariat decides to withdraw an equipment from contract during the Maintenance Contract period, the same would be taken out of this contract after giving written information to SELECTED BIDDER.

- 4.29** To monitor the maintenance activity and to discuss other related matters, a monthly meeting between UPLC / UP Secretariat and SELECTED BIDDER will be held at Lucknow. **The Bidder shall ensure to show live reports of calls registered and closed from its database as and when desired by UP Secretariat.**
- 4.30** Any damage to the system when the system gets burnt due to site problem would not be covered under this contract and it will be discussed mutually on case to case basis.
- 4.31** Quantity mentioned in the lists at **Annexure - A** are indicative. Agreement will be valid for only those numbers of items which are physically available at respective places and are in working conditions and payment of AMC shall also be released for such number of items which are physically available and are in good working conditions.
- 4.32** Agreement will be signed centrally by UPLC and payment shall be made by the UPLC / concerned UP Secretariat from the fund allotted to them by Government of Uttar Pradesh for maintenance of EPABX Systems.
- 4.33** AMC shall cover only that hardware as given in **Annexure-A** after the same is physically verified by UP Secretariat.
- 4.34** **The Bidder shall provide pending call reports and closed call reports daily at UPLC, UP Secretariat in prescribed format. Closed call report must indicate the down time also.**
- 4.35** UP Secretariat reserves the right to renegotiate the prices in the event of change in the market prices of the specified EPABX System hardware items.

SECTION V

Instructions to Bidders

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Section V- Instructions to Bidders

5.1 Instructions to the Bidders

- a. The Bidders should submit their bids in the form of Demand Draft / Bank Guarantee in favour of UP Electronics Corporation Limited (**offline only**) in the Submission module of e-Procurement website <http://etender.up.nic.in>.
- b. The Bids shall be submitted only from the Bid Submission start date till the Bid Submission end date and time given in the e-tender. Therefore, Bidders are advised to submit the Bids well advance in time.
- c. The bidders should submit their e-Bid considering the server time displayed in the e-Procurement website. This server time is the time by which the e-Bid submission activity will be allowed till the permissible time on the last/end date of submission indicated in the e-tender schedule.
- d. Once the e-Bid submission date and time is over, the bidders cannot submit their e-Bid. The bidders shall only be held responsible for any delay and whatsoever reason in submission of e-Bid.
- e. The opening of financial bids shall be intimated later to all the technically qualified bidders.
- f. UPLC may, at its discretion extend this deadline for submission of e-Bid by amending the e-Bid document, in which case all rights and obligations of the Corporation and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.
- g. The server time indicated in the Bid Management window on the e-Procurement website <http://etender.up.nic.in> will be the time by when the e-Bid submission activity will be allowed till the permissible date and time scheduled in the e-tender. Once the e-Bid submission date and time is over, the bidder cannot submit the e-Bid. Bidder has to start the Bid Submission well in advance so that the submission process passes off smoothly. The bidder will only be held responsible if his/her e-Bid is not submitted in time due to any of his/her problems/faults, for whatsoever reason, during e-Bid submission process.
- h. At any point of time, a bidder can withdraw his/her e-Bid submitted offline before the bid submission end date and time. For withdrawing, the bidder should first log in using his/ her Login Id and Password and subsequently by his/her Digital Signature Certificate on the e-Procurement website <http://etender.up.nic.in>. The bidder should then select "My Bids" option in the Bid Submission menu. The page listing all the bids submitted by the bidder will be displayed. Click "View" to see the details of the e-Bid to be withdrawn. After selecting the "Bid Withdrawal" option, the bidder has to click "Yes" to the message "Do you want to withdraw this bid?" displayed in the Bid Information window for the selected bid. The bidder also has to enter the bid Withdrawing reasons and upload the letter giving the reasons for withdrawing before clicking the "Submit" button. The bidder has to confirm again by pressing "Ok" button before finally withdrawing his/her

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selected e-Bid.

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

5.2 Procedure for Submission of Bids

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

- a. For participating in e-Bid through the e-tendering system, it is necessary for the bidders to be the registered users of the e-Procurement website <http://etender.up.nic.in>. **The bidders must obtain a User Login Id and Password by registering themselves with U.P. Electronics Corporation Limited, Lucknow if they have not done so previously for registration.**
- b. In addition to the normal registration, the bidder has to register with his/her Digital Signature Certificate (DSC) in the e-tendering system and subsequently he/she will be allowed to carry out his/her e-Bid submission activities. Registering the Digital Signature Certificate (DSC) is a one-time activity. Before proceeding to register his/her DSC, the bidder should first log on to the e-tendering system using the User Login option on the home page with the Login Id and Password with which he/ she has registered as per clause (a) above.
- c. For successful registration of DSC on e-Procurement website <http://etender.up.nic.in> the bidder

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must ensure that he/she should possess Class-2/Class-3 DSC issued by any certifying authorities approved by Controller of Certifying Authorities, Government of India, as the e-Procurement website <http://etender.up.nic.in> is presently accepting DSCs issued by these authorities only.

- d. The bidder can obtain User Login Id and perform DSC registration exercise as described in clauses (a) and (b) above even before e-Bid submission date starts. The Corporation shall not be held responsible if the bidder tries to submit his/her e-Bid at the last moment before end date of submission but could not submit due to DSC registration problem.
- e. The bidder can search for active tenders through "Search Active tenders" link, select a tender in which he/she is interested in and then move it to 'My Tenders' folder using the options available in the e-Bid Submission menu. After selecting and viewing the tender, for which the bidder intends to e-Bid, from "My Tenders" folder, the bidder can place his/her e-Bid by clicking "Pay Offline" option available at the end of the view tender details form. Before this, the bidder should download the e-tender document and Price Schedule/ Bill of Quantity (BOQ) and study them carefully. The bidder should keep all the documents ready as per the requirements of e-tender document in the PDF format except the Price Schedule/Bill of Quantity (BOQ), which should be in the XLS format (Excel sheet).
- f. After clicking the 'Pay Offline' option, the bidder will be redirected to the Terms and Conditions page. The bidder should read the Terms & Conditions before proceeding to fill in the details, the bidder should click "Encrypt & Upload" option given in the offline payment details form so that "Bid Document Preparation and Submission" window appears to upload the documents as per Technical (Qualification details, e-Bid Form and Technical Specification details) and financial (e-Bid Form and Price Schedule/BOQ) schedules/packets given in the tender details. The details of the Demand Draft or any other accepted instrument which is to be physically sent in original before opening of technical e-Bid, should tally with the details available in the scanned copy and the data entered during e-Bid submission time otherwise the e-Bid submitted will not be accepted.
- g. Next the bidder should upload the Technical e-Bid documents for, Qualification details, e-Bid Form as per Technical Specification details and Price Schedule/BOQ" of e-tender document. Before uploading, the bidder has to select the relevant Digital Signature Certificate. He may be prompted to enter the Digital Signature Certificate password, if necessary. For uploading, the bidder should click "Browse" button against each document label in Technical and Financial schedules/packets and then upload the relevant PDF/XLS files already prepared and stored in the bidder's EPABX System. The required documents for each document label of Technical (Qualification details, e-Bid Form and Technical Specification details) and financial (e-Bid Form and Price Schedule/BOQ) schedules/packets can be clubbed together to make single different files for each label.
- h. The bidder should click "Encrypt" next for successfully encrypting and uploading of required

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documents. During the above process, the e-Bid documents are digitally signed using the DSC of the bidder and then the documents are encrypted/locked electronically with the DSC's of the bid openers to ensure that the e-Bid documents are protected, stored and opened by concerned bid openers only.

- i. After successful submission of e-Bid document, a page giving the summary of e-Bid submission will be displayed confirming end of e-Bid submission process. The bidder can take a printout of the bid summary using the "Print" option available in the window as an acknowledgement for future reference.
- j. The Bidder shall be required to use his own Digital Signature while uploading its Bid. In case of consortium, Prime Bidder shall be required to upload the Bid using its Digital Signature. Failure to comply or usage of Digital signature of other firm shall be liable for rejection of the Bid.

5.3 Authentication of Bid

The Bid shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Agreement. All pages of the Bid, shall be initialed and stamped by the person or persons signing the Bid.

5.4 Validation of interlineations in Bid

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

5.5 Cost of Bidding

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

5.6 Clarification on RFP

- a) A prospective Bidder requiring any clarification on the RFP Document may submit his queries, in writing, at the e-mail address. The queries must be submitted in the following format only to be considered for clarification:

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Table: Clarification Format

Sr. No	Section No.	Clause No.	Page No.	Reference from RFP	Clarification Sought
..

The queries not adhering to the above-mentioned format shall not be responded.

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

5.7 Language of Bids

The proposal and all correspondence and documents shall be written in English. In case of accompanying literature or brochures etc. being in a language other than English, a certified translation should accompany the documents as a part of the RFP. All proposals and accompanying documentation will become the property of UPLC and will not be returned.

5.8 Documents Comprising the Bids

The Proposal shall have Two Cover System for this RFP:

- i. Technical Bid.
- ii. Commercial Bid.

The technical Bid submitted by the Bidder shall comprise the following:

- a. Format 1 – Proposal Covering Letter
- b. Format 2 - General Information about the Bidder
- c. Format 3 - Qualification Check List
- d. Format 4 – Financial Information
- e. Format 5 - Format for Past Experience
- f. Format 6 - Declaration Regarding Clean Track Record
- g. Format 7 - Bidder Undertaking for Support Service Centre
- h. Format 8 – Bidder Undertaking for Support Mechanism for AMC against equipment
- i. Format 9 – Format for Experience in Annual Maintenance Service
- j. Format 10 – Commercial Bid - The **Commercial Bid** submitted by the Bidder shall comprise the following:
 - (a) Annexure – 1 - Format of Performance Bank Guarantee towards Bid Security.

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In addition, Bid Document cost and Bid security as mentioned in **Section 1.4** are to be submitted at below address:

U.P. Electronics Corporation Limited,

10, Ashok Marg, Lucknow - 226001

Tel: 0522-4130303, 2286808, 2286809 Fax: 0522-2288583

- (b) Annexure 2 – Format Performance Bank Guarantee towards Performance Security
- (c) Annexure 3 – Format of Comprehensive Maintenance Inspection
- (d) Annexure 4 –Format of Service Record Log Sheet

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

5.9 Bid Prices

- a. The Bidder shall indicate the price in the prescribed format, it proposes under the Agreement. In absence of above information as requested, the Bid may be considered incomplete and be summarily rejected. The price components furnished by the Bidder in accordance with format provided in the RFP will be solely for the purpose of facilitating the comparison of Bids by UPLC.
- b. The Bidder shall prepare the Bid based on details provided in the RFP. It must be clearly understood that the Scope of Work is intended to give the Bidder an idea about the order and magnitude of the work and is not in any way exhaustive and guaranteed by UPLC. The Bidder shall carry out all the tasks in accordance with the requirement of the RFP and due diligence and it shall be the responsibility of the Bidder to fully meet all the requirements of the RFP. If during the course of execution of the Project any revisions to the work are to be made to meet the goals of UPLC, all such changes shall be carried out within the current price.
- c. The Bidder shall quote a fixed price as detailed in the RFP on a single responsibility basis. No adjustment of the Agreement price shall be made on account of any variations in costs of labor and materials or any other cost component affecting the total cost in fulfilling the obligations under the Agreement. The payment based on commercial proposal of the Bidder shall be the only payment, payable by U.P Electronics Corporation Limited / UP Secretariat, to the selected Bidder for completion of the contractual obligations by the selected Bidder under the Agreement, subject to the terms of payment specified in the Agreement. The price would be inclusive of all taxes, duties, charges and levies as applicable.
- d. The prices, once offered, must remain fixed and must not be subject to any escalation for any reason whatsoever within the period of Project. A proposal submitted with an adjustable price quotation or conditional proposal may be rejected as non-responsive.

5.10 Firm Prices

- (e) The Bidder shall quote a fixed price for the onsite comprehensive AMC as detailed in the RFP on a single responsibility basis. **UPLC reserves the right to award Contract for comprehensive maintenance period, listed in this RFP in whole or in part.** No adjustment of the Agreement

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price shall be made on account of any variations in costs of labor, raw material and supplier materials or any other cost component affecting the total cost in fulfilling the obligations under the Agreement. The payment based on commercial proposal of the Bidder shall be the only payment, payable by U.P Electronics Corporation Limited / UP Secretariat, to the selected Bidder for completion of the contractual obligations by the selected Bidder under the Agreement, subject to the terms of payment specified in the Agreement. The price would be inclusive of all taxes, duties, charges and levies as applicable.

- (f) The prices, once offered, must remain fixed and must not be subject to any escalation for any reason whatsoever within the period of Project. A proposal submitted with an adjustable price quotation or conditional proposal may be rejected as non-responsive.

5.11 Bid Currencies

Prices shall be quoted in Indian Rupees (INR).

5.12 Bidder Qualification

- a. The "Bidder" as used in the RFP shall mean the one who has signed the Bid Form. The Bidder may be either the Principal Officer or his duly Authorized Representative, in either cases he/she shall submit a Certificate of authority. All Certificates and documents (including any clarifications sought and any subsequent correspondences) received hereby, shall, as far as possible, be furnished and signed by the authorized representative and the Principal Officer.
- b. It is further clarified that the individual signing the RFP or other documents in connection with the Bid must certify whether he/she signs as the Constituted Attorney of the Company.

5.13 Bid Security (Earnest Money Deposit)

- a. Bidders shall submit, along with their Bids, Bid security or Earnest Money Deposit (EMD) **INR Rs 30,000 (Rupees Thirty Thousand Only)**, submitted Offline through e-Tender portal. EMD in any other form will not be entertained. **Please refer Annexure - 1 for the Bank Guarantee format.**
- b. The EMD of all unsuccessful Bidders would be refunded by UPLC without any interest on a request made by it. The Bid security, of the successful Bidder would be returned upon submission of Performance Guarantee.
- c. Bidder's are required to submit scanned copy of the receipt of off-line submission / Demand Draft / Bank Guarantee, issued towards the tender fee / EMD, at the time of submission of the Bid OFFLINE and are required to come along with original Demand Draft / Bank Guarantee of the same, on the date of opening of the Technical Bid and submit it to the UP Secretariat before the Technical Bid is opened, failing which their Bid(s) shall be rejected.
- d. Bid without adequate Bid security/EMD shall be rejected without providing any opportunity to the Bidder concerned.
- e. **Forfeiture of Earnest Money Deposit (EMD):**

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The Earnest Money Deposit will be forfeited in the following cases, in addition to the conditions specified in the earlier clauses:

- (a) If the Bidder withdraws the Bid after the last date and time of submission for any reason whatsoever;
- (b) If the Bidder who's Bid has been accepted, fails to execute the Agreement and/or submit the PBG within the time stipulated by the UP Secretariat.

If the Bidder adopts unfair practices to influence the outcome of the Bid process.

5.14 Bid Validity Period

- a. The proposals shall be valid for a period of Six (6) calendar months from the date of submission of Bids. A proposal valid for a shorter period may be rejected as non-responsive. On completion of the validity period, unless the Bidder withdraws his proposal in writing, it will be deemed to be valid until such time that the Bidder formally (in writing) withdraws his proposal.
- b. In exceptional circumstances, at its discretion, **UPLC** may solicit the Bidder's consent for an extension of the validity period. The request and the responses thereto shall be made in writing (or by fax or email).

5.15 Local Conditions

- a. It will be incumbent upon each Bidder to fully acquaint himself with the city/local conditions and other relevant factors for AMC of equipment for UP Secretariat, which would have any effect on the performance of the work and/or the cost. The Bidders are advised to conduct due-diligence before the Bid-submission.
- b. It is the responsibility of the Bidder that such factors have properly been investigated and considered while submitting the Bid proposals and that no claim whatsoever including those for financial adjustment to the Agreement done with the Bidder under the RFP will be entertained by UPLC and that neither any change in the time schedule of the Agreement nor any financial adjustments arising thereof shall be permitted by UPLC on account of failure of the Selected Bidder to appraise themselves of local laws and site conditions.

5.16 Modification and Withdrawal of Bids

No proposal may be modified / withdrawn in the interval between the deadline for submission of proposals and the expiration of the validity period specified by the Bidder on the proposal form. In case the Bidder wishes to withdraw the Bid after the date of opening of the bids he may do so, but the EMD of the Bidder shall be forfeited.

5.17 Opening of Bids

5.17.1 Opening of Technical Bid

The Bid shall be opened in the presence of Bidders' representatives who choose to attend the Bid

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

5.17.2 Evaluation of Qualification Bid
Qualification Bid:

- a. Tender Evaluation Committee [TEC] duly appointed by UPLC shall evaluate the Technical Bids.
- b. The evaluation shall be done for only those Bidders, whose Bid Document Fees & EMD amount is in order as per the RFP.
- c. Bidders need to fulfill all the Qualification conditions mentioned in Qualification Criteria of the RFP. TEC will examine the Bids to determine whether they are complete, whether the Bid format conforms to the RFP requirements, whether documents have been properly signed, and whether the Bids are generally in order.
- d. Bids of Bidders whose Qualification proposal does not meet the set criteria shall be rejected forthwith.
- e. TEC may seek oral clarifications with the Bidders. The primary function of clarifications in the evaluation process is to clarify ambiguities and uncertainties arising out of the evaluation of the Bid Documents. The Committee may seek inputs from their professional, technical faculties in the evaluation process.
- f. Conditional Bids will be rejected.
- g. The decisions of the Tender Evaluation Committee on whether the tenders are responsive or non-responsive will be final.
- h. A Bidder, at any stage of tender process or thereafter, in the event of being found after verification by the Tender Inviting Authority, to indulge in concealment or misrepresentation of facts, in respect of the claims of the offer, shall be debarred/black listed and agreement / contract / LOI / work order will be cancelled.

5.17.3 Bids Not Considered for Evaluation

Bids that are rejected during the Bid opening process due to incomplete documentation or late receipt shall not be considered for further evaluation. The UPLC, in its discretion, reserves the right to reject all or any of the Bids without assigning any reason.

5.17.4 Criteria for Evaluation and Comparison of Technical Bids

- a. Bidders need to fulfill all the qualification conditions mentioned in Qualification Criteria of the RFP. Tender Evaluation Committee [TEC] will examine the Bids to determine whether they are complete, whether the Bid format conforms to the RFP requirements, whether documents have been properly signed, and whether the Bids are generally in order.
- b. For uniform comparative analysis, MNC & Indigenous brands can be compared separately.

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- c. The Bidder needs to strictly adhere to the formats provided in **section-VII** and provide information against each of the line items. Any non-conformance shall constitute a deviation from RFP conditions.
- d. All relevant documentary proofs should be submitted along with the offer. Failure to submit the Documents along with the offer could result in disqualification of the Bid.

5.17.5 Opening of Financial Bids

- a. Only the Financial Bids of those firms qualified in the detailed scrutiny and evaluation of the Technical bid conducted by the Tender Evaluation Committee / Tender Inviting Authority shall be opened in the second round.
- b. The Financial Bid shall be submitted in the format given in this document as Financial Bid Form (**Format – 10**). The Financial Bids submitted in any other formats will be treated as non-responsive and not considered for tabulation and comparison.
- c. The Price offered should be given strictly on the format given in the Financial Bid only. The Bidder must quote all items.
- d. The tenders shall offer financial for Comprehensive Annual Maintenance Contract in Respect of Existing EPABX System in UP Secretariat in UP Secretariat, inclusive of all the specific conditions of the RFP.
- e. Financials Offered shall be in Indian Rupees.
- f. If the contract attracts any statutory deductions, the same will be deducted while settling the payment.
- g. There should not be any hidden costs.

5.17.6 Comparison of Financial Bids

- a) The commercial quote of the **Lowest** Bidder shall be notified as L1. In case L1 offers to execute the work as per the schedule and location specified in the RFP, the Tender Evaluation Committee [TEC] then shall have the rights to give the order to the L1. UPLC may award the contract to the Bidder whose Bid is found to be most responsive, competitive and technically sound.
- b) In case L1 backs out, the RFP shall be cancelled & Bids shall be invited again. L1 shall however be blacklisted from participating in any future bidding of UPLC / Government of Uttar Pradesh projects and are liable for legal action by UPLC / Government of Uttar Pradesh.

5.17.7 Negotiation

Normally, there would be no post RFP negotiations. If at all negotiations are warranted, it would be only under exceptional circumstances and UPLC shall reserve the right to negotiate with the Bidder based on the evaluation of the proposals.

5.17.8 Rectification of Errors

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

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should be initialed by the person signing the proposal form before submission, failing which the figures for such items may not be considered.

- b. Arithmetic errors in proposals will be corrected as follows:

In case of discrepancy between the amounts mentioned in figures and in words, the amount in words shall govern. The amount stated in the proposal form, adjusted in accordance with the above procedure, shall be considered as binding, unless it causes the overall proposal price to rise, in which case the proposal price shall govern.

5.18 Contacting UPLC

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

5.19 UPLC's right to vary Scope of Work at the time of Award

- a. UPLC may at any time, by a written order given to the Bidder, make changes to the Scope of the work.
- b. If any such change cause an increase or decrease in the cost of or the time required for the Bidder's performance of any part of the work under the Agreement, whether changed or not changed by the order, an equitable adjustment shall be made in the Agreement Value or time schedule, or both, and the Agreement shall accordingly be amended. Any claims by the Bidder for adjustment under this Clause must be asserted within thirty (30) days from date of the Bidder's receipt of UPLC's order for change.

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

- i. UPLC reserves the right to accept or reject any proposal, and to annul the tendering process and reject all proposals at any time prior to award of work, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for UPLC's action.
- ii. Canvassing in any form in connection with the tender is strictly prohibited and will disqualify the Bidder.
- iii. If the Bidders form a cartel. In such a situation, they would disqualify themselves from participation in any Bid invited by the UPLC / UP Secretariat for ONE years.

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5.21 Notification of Award

- a) The UPLC may award the contract to the Bidder whose Bid is found to be most responsive, competitive and technically sound. The decision of the UPLC in this regard shall be final and binding on the Bidder(s). The UPLC, however, in its discretion, reserves the right to reject all or any of the Bids without assigning any reason.
- b) Purchase Order / Award of Contract (AOC) may be issued only after execution of the Agreement and submission of the PBG.

5.21.1 Notification to Bidder

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

5.21.2 Signing of Agreement

At the same time as UPLC notifies the successful Bidder that its proposal has been accepted and UPLC shall enter into an Agreement with the successful Bidder.

5.21.3 Discharge of Bid Security

Prior to signing of the Agreement, UPLC shall promptly request the Selected Bidder to provide Performance Guarantee pursuant to Section 5.23. On receipt of the Performance Guarantee, the Bid security of all successful Bidders will be released. The EMD amount of successful bidders can be converted as part of the Performance Guarantee.

5.21.4 Expenses for the Agreement

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

5.22 Failure to abide by the Agreement

Failure of the successful Bidder to agree with the Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which event UPLC may forfeit the EMD/ Performance Bank Guarantee. The contract will be then awarded to the next Bidder by the process of Re-Tendering.

5.23 Bank Guarantee for Performance

- a. The successful Bidder shall at his own expense may deposit with UPLC, within 15 (fifteen) days after the receipt of notification of award of the Contract (Letter of Intent/Purchase order) from UPLC, an unconditional and irrevocable Performance Bank Guarantee (PBG) from a Scheduled Bank acceptable to UPLC, in the format prescribed in **Annexure - 1**, payable on demand, for the due performance and fulfillment of the Agreement by the Bidder.

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- b. The Performance Guarantee may be submitted as Demand Draft / Banker's Cheque from a Scheduled Bank for **12 months** period.
- c. This Performance Guarantee shall be for an amount equivalent to **10%** of Agreement value. All incidental charges whatsoever such as premium, commission etc. with respect to the Performance Guarantee shall be borne by the Bidder. The Performance Guarantee shall be valid for ONE months post completion of the AMC period. Subject to the terms and conditions in the performance Bank Guarantee, at the end of 12 months of completion of AMC, the Performance Bank Guarantee may be discharged / returned by UPLC upon being satisfied that there has been due performance of obligations of the Bidder under the Agreement. However, no interest shall be payable on Performance Guarantee.

5.24 SERVICE ASSURANCE:

In case of breakdown of EPABX System Hardware & its peripherals mentioned in this RFP for AMC, a backup equipment will be provided by SELECTED BIDDER within 24 hours from the date of lodging of the complaint. In case of failure to repair the same within stipulated time the contractor shall provide an equivalent stand by equipment without any additional charges, failing which penalty will be applicable. The parts for standby or replacement shall be 100% compatible and shall support respective equipment in the specified EPABX System hardware items.

5.25 Confidentiality

Contractor shall not divulge to any person, subsidiaries or groups of the contractor or to any other person, any information obtained by it in the course of execution of its work and all information gathered by contractor shall be treated as professional communication and confidential. Any violation of this clause shall lead to cancellation of the contract and invoking of the Bank Guarantee, if any without notice to the contractor and he shall be liable for further damages.

5.26 Rejection Criteria

- a. The proposal of a Bidder is liable to be disqualified in the following cases or in case Bidder fails to meet the bidding requirements as indicated in this RFP:
 - i. Proposal not submitted in accordance with the procedure and formats prescribed in this document.
 - ii. During validity of proposal, or its extended period after last date and time for submission of Bids, if any, the Bidder increases the quoted prices.
 - iii. The Bidder qualifies the proposal with his own conditions.
 - iv. Proposal is received in incomplete form.
 - v. Proposal is received after due date and time.

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- vi. Proposal is not accompanied by all the requisite documents.
 - vii. Information submitted in qualification proposal is found to be misrepresented, incorrect or false, accidentally, unwittingly or otherwise, at any time during the processing of the Agreement (no matter at what stage) or during the tenure of Agreement including the extension period, if any.
 - viii. Commercial proposal is enclosed in the same envelope as Qualification Proposal.
 - ix. Bidder tries to influence the proposal evaluation process by unlawful means at any point of time during the Bid process.
 - x. In case any Bidder submits multiple proposals or if common interests are found in two or more Bidders, the Bids are likely to be disqualified, unless additional proposals/Bids are withdrawn immediately upon conflict of interest.
 - xi. Bidder fails to deposit the Performance Guarantee prior to signing of the Agreement or fails to enter into an Agreement within 15 working days of the date of Letter of award of Contract (LOI) or within such extended period, as may be specified by UPLC.
- b. Bidders may specifically note that while evaluating the proposals, if it comes to UPLC's knowledge expressly or implied, that some Bidders may have colluded in any manner whatsoever or otherwise joined to form an alliance resulting in delaying the processing of proposal then the Bidders so involved are liable to be disqualified for this Contract as well as for a further period of ONE years from participation in any of the tenders floated by the UPLC.
- c. UPLC will reject a proposal for award if it determines that the Bidder recommended for award, or any of its personnel, or its agents or, Vendors and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the Contract in question;

5.27 Income Tax Liability

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

5.28 Concessions permissible under statutes

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

SECTION VI

**General Conditions of
Agreement**

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Section VI – General Conditions of Agreement

6.1 Form of Agreement

This AGREEMENT (hereinafter called the "Agreement") is made on the _____, 20___, between Uttar Pradesh Electronics Corporation Limited, Lucknow having its office at 10, Ashok Marg, Lucknow-226001 (hereinafter referred to as the "[UPLC]" which term or expression, unless excluded or repugnant to the subject or context, shall mean and include its successors-in office and assignees) of the First Part and, _____ (herein after called the "Agency") of the Second Part.

WHEREAS

- a. UPLC intends to enable the **RFP FOR SELECTION OF AGENCY FOR COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT(AMC) IN RESPECT OF EPABX SYSTEM INSTALLED AT UP SECRETARIAT FOR A PERIOD OF ONE YEAR.** involving the complete Scope of Work described in the RFP.
- b. UPLC undertook the selection adopting an open tender route, for **Selection of Agency for RFP FOR SELECTION OF AGENCY FOR COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT(AMC) IN RESPECT OF EPABX SYSTEM INSTALLED AT UP SECRETARIAT FOR A PERIOD OF ONE YEAR.** and issued a Request for Proposal (RFP).
- c. UPLC intends to accord to the Agency the right to undertake the Project on the terms and conditions set forth in the Agreement;
- d. The Agency in pursuance of its proposal undertakes to Comprehensive Annual Maintenance Contract (AMC) and any other requirement as per UPLC during the aforesaid period stated hereinabove.
- e. All the conditions stated in the Request for Proposal (RFP) and the Corrigendum Document shall form part of the Agreement.
- f. The parties agree that for providing their hardware equipment and the maintenance services as per the terms of this Agreement, the Agency shall be paid as per the payment schedule detailed in the RFP.

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

1. The following documents attached hereto shall be deemed to form an integral part of this Agreement:
 - (a) Annexures of the Agreement
 - (c) Request for Proposal (RFP)
2. The mutual rights and obligations of "UPLC" and the Agency shall be as set forth in the

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Agreement, in particular:

- (a) "UPLC" shall make payments to the Agency in accordance with the provisions of the Agreement subject to payment received from the Client Department.

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

In presence of

Signed by

For and on behalf of UPLC

("UPLC, Lucknow")

(Witnesses)

(i)

(ii)

(Authorized Representative)

(Witnesses)

(i)

For and on behalf of Agency

(ii)

(Authorized Representative)

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6.2 Definitions

a. In this Agreement, unless the context requires otherwise:

- i. "**Applicable Law**" means the laws and any other instruments having the force of law in India for the time being.
- ii. "**Agency**" shall mean the Bidder Company after selection through the RFP with whom the order has been placed for Comprehensive Annual Maintenance Contract in Respect of Existing EPABX System in UP Secretariat in UP Secretariat as specified in this RFP/ Agreement.
- iii. "**Agreement**" means the contents of RFP and specifications including the annexure, and any further amendments issued by UPLC, of the RFP and contents of this Agreement. Notwithstanding the foregoing, in the event of a conflict between the Agreement and the RFP, the terms of this Agreement shall prevail.
- iv. "**Agreement Price / Value**" means the price payable to the Bidder under the Agreement for the full and proper performance of its contractual obligations.
- v. "**Bidder**" shall mean an Individual Company should be registered under the Companies Act, 1956 / Firm registered under the Indian Partnership Act, 1932 or under the Limited Liability Partnership Act or Proprietorship firm.
- vi. "**Bidder's Representative**" means the person or the persons appointed by the Bidder from time to time to act on its behalf for overall co-ordination, supervision and Project management.
- vii. "**End User / Client**" shall mean Secretariat, Head of State Government Departments, Divisional Commissioners and District Magistrates offices of Government of Uttar Pradesh
- viii. "**Day**" means calendar day.
- ix. "**Deliverables**" means the products, one year comprehensive Annual Maintenance services agreed to be delivered by the Agency in pursuance of this Agreement as defined in the RFP.
- x. "**Effective Date**" means the date on which this Agreement is signed and executed by the parties hereto. If this Agreement is executed in parts, then the date on which the last of such Agreement is executed shall be construed to be the effective date.
- xi. "**Government**" or "**GoUP**" means the Government of Uttar Pradesh.
- xii. "**In writing**" means communicated in written form with proof of receipt.
- xiii. "**Personnel**" means professionals and support staff provided by the Bidder and assigned to perform services or any part thereof."
- xiv. "**Performance Guarantee**" shall mean the guarantee provided by the Bidder in favor of UPLC

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- for an amount specified in the RFP. The Performance Guarantee may be in the form of Demand Draft / Banker's Cheque / Bank Guarantee.
- xv. **"Project"** shall mean Comprehensive Annual Maintenance Contract in Respect of Existing EPABX System in UP Secretariat in UP Secretariat under the scope defined in RFP.
- xvi. **"RFP" or "Request for Proposal"** means the documents containing the Qualification, Commercial and Legal Specifications. It includes Annexure(s) and the clarifications, explanations and amendments issued from time to time.
- xvii. **"Special Conditions of Contract"** means the Annual Maintenance Services to be provided by the Agency as provided in **Section IV** of the RFP
- xviii. **"Sign-off"** shall mean a written certification issued by UPLC evidencing the acceptance, approval or completion, as the case may be, of any deliverable that may be required in terms of the Agreement.
- xix. **"Stakeholders"** includes UPLC & UPLC Employees; UP Secretariat and such other persons/entities that have direct or indirect role in the Project.
- xx. **"Third Party"** means any person or entity other than the Government, UPLC, and Bidder.
- xxi. **"UPLC's Representative"** shall mean the person appointed by UPLC from time to time to act on its behalf at the site for overall coordination, supervision and Project management at site.
- xxii. **"UPLC"** shall mean U.P. Electronics Corporation Limited and shall include its legal representatives, successors and permitted assignees.
- xxiii. "UP Secretariat" hereinafter referred to as "UP Secretariat"
- xxiv. "UP Secretariat" hereinafter referred to as "UP Secretariat" in the tender document
- xxv. "Service Provider / BUYER" means the UPLC on the behalf of UP Secretariat;
- xxvi. "SELLER" means the successful Bidder;
- xxvii. "Items" means Hardware equipment covered under this RFP for AMC;
- xxviii. "The Goods/ Services" means all the hardware, software(s), licenses, and services under the bid;
- xxix. "Bill of Quantity" hereinafter referred to as "BOQ" in the tender document;
- xxx. "Letter of Intent (LOI) / Letter of Acceptance (LOA)" means the written communication to the successful bidder of the intention of the Service Provider of the services as per the Purchase Order read with the bid document;
- xxxi. "Work Order / Award of Contract (AOC)" means the written order signed by the Service Provider for the Annual Maintenance services after LOI/ LOA has been accepted by the successful bidder. It shall include all the attachment and appendices thereto and all the

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documents incorporated by the reference therein;

xxxii. "Site of AMC" means UP Secretariat;

xxxiii. "Annual Maintenance Contract" hereinafter referred to as "AMC" in the tender document.

- b. References to any statute or statutory provision include a reference to that statute or statutory provision as from time to time amended, extended, re-enacted or consolidated and to all statutory instruments made pursuant to it.
- c. Words denoting the singular shall include the plural and vice versa and words denoting persons shall include firms and corporations and vice versa.
- d. The headings and use of bold type in this Agreement are for convenience only and shall not affect the interpretation of any provision of this Agreement.

6.3 Interpretation

In this Agreement unless a contrary intention is evident:

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

6.4 Representations & Warranties

- a. The Agency warrants and represents to UPLC that:
 - i. it has full capacity and authority and all necessary approvals to enter into and to perform its obligations under this Agreement;

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- ii. this Agreement is executed by a duly authorized representative of Bidder;
 - iii. it shall discharge its obligations under this Agreement with due skill, care and diligence.
 - iv. The Agency should have experience in managing and providing services similar to those as given in the RFP and that it shall perform the services with all due skill, care and diligence
 - v. The services shall be rendered in conformance with all applicable laws, enactments, orders and regulations;
- b. In the event the Agency is unable to meet the obligations pursuant to the implementation of the Project, Operations and AMC and any related scope of work as stated in this Agreement, UPLC shall have the option to invoke the Performance Guarantee after serving a written notice of 30 (Thirty) days on the Agency.

6.5 Scope of Work / Agreement

- a. Scope of work shall be as defined in this Agreement, Scope of Work and the Special Conditions of Contract and annexes thereto of this RFP.
- b. UPLC has engaged the Agency for Comprehensive Annual Maintenance Contract in Respect of Existing EPABX System in UP Secretariat from date of issue of LOI / Award of Contract date. The Agency is required to perform the work during the term of this Agreement and includes all such processes and activities which are consistent with the proposals set forth in the Bid, the RFP and this Agreement and are deemed necessary by UPLC in order to meet its requirements (hereinafter 'Scope of Work').
- c. If any services, functions or responsibilities not specifically described in this Agreement are an inherent, necessary or customary part of the Services or are required for proper performance or provision of the Services in accordance with this Agreement, they shall be deemed to be included within the scope of the work to be delivered for the charges, as if such services, functions or responsibilities were specifically described in this Agreement.
- d. UPLC reserves the right to amend any of the terms and conditions with mutual agreement in relation to the Scope of Work and may issue any such directions which are not necessarily stipulated therein if it deems necessary for the fulfillment of the Scope of Work pursuant to the RFP.

6.6 Duration of the Agreement

This Agreement shall come into effect on ____20__ (hereinafter called the "Effective Date") and shall continue up to AMC period of all hardware items from agreement date, subject to fulfillment of the rights and obligations of the Parties under the Agreement. This notice shall confirm that the conditions precedent and effectiveness conditions, if any, have been met.

6.7 Performance Guarantee

The successful Bidder will be required to submit their acceptance within a period of 3 days from the

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receipt of the Letter of Intent (LOI) / Letter of Acceptance (LOA)/Purchase Order issued by the UPLC and thereafter execute an Agreement with the UPLC within the next 3 days. A security deposit in the form of a Performance Bank Guarantee of 10% of the total Work Order value is required to be submitted by the Bidder within two weeks from the date of signing of the Agreement. PBG shall be valid for a period of not less than 15 months, commencing from the date of Comprehensive Annual Maintenance Contract in Respect of Existing EPABX System in UP Secretariat in UP Secretariat, as well as 3 months thereafter, in the prescribed Format.

6.8 Agency's Obligations

a. The Agency shall:

- i. Provide annual maintenance services specified by UPLC and make available the necessary equipment / facilities / services as may be necessary and other 'Scope of Work' requirements as specified in the RFP and changes thereof.
- ii. Bring all the tools, equipment along with required strands (which ever necessary) for Comprehensive Annual Maintenance Contract in Respect of Existing EPABX System in UP Secretariat in UP Secretariat in the location/site specified by UPLC.
- iii. Obtain all necessary approvals from the concerned departments before start of Comprehensive Annual Maintenance Contract in Respect of Existing EPABX System in UP Secretariat in UP Secretariat on the site specified by UP Secretariat / UPLC. However, UPLC shall provide full assistance in obtaining the requisite approvals.
- iv. Be liable for any non-performance, non-compliance, breach or other loss and damage resulting either directly or indirectly by or on account of its team.
- v. Ensure that the Agency's Team is competent, professional and possesses the requisite experience appropriate to the task they are required to perform under this Agreement. The Agency shall ensure that the annual maintenance services are performed through the efforts of the Agency's Team, in accordance with the terms hereof and to the satisfaction of UPLC. Nothing in this Agreement relieves the Agency from its liabilities or obligations under this Agreement to provide the services in accordance with UPLC directions and requirements and as stated in this Agreement and the Bid to the extent accepted by UPLC.
- vi. Liaise with UPLC's representative for the proper coordination and timely completion of the works and on any other matters pertaining to the works.

b. Reporting Progress:

- i. Agency shall monitor progress of all the activities specified in the Agreement and submit uptime report on quarterly basis to the UPLC. UPLC on mutual agreement between both parties may change the periodicity of such reports. Formats for such reporting shall be discussed at the time of Agreement finalization.
- ii. Facilities / services and / or labor to be provided by the Agency under the Agreement and the manner and speed of execution and maintenance of the work are to be conducted in a

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manner to the satisfaction of UPLC's representative in accordance with the Agreement.

- iii. In case during the inspection work the progress falls behind schedule or does not meet the desired requirements, the Agency shall deploy extra manpower, resources, infrastructure to make up the progress or to meet the requirements. All time and cost effect in this respect shall be borne by the Agency.
- c. Knowledge of Infrastructure:
- i. The Agency's undertaking of this Agreement shall be deemed to mean that the Agency possesses the knowledge of all the requirements pertaining to the onsite Comprehensive Annual Maintenance (AMC), as stipulated in the RFP including but not limited to environmental, geographical, demographic and physical conditions and all criteria required to perform the operations.
 - ii. The Agency shall be deemed to have understood the requirements and have satisfied himself contained in the Bidding documents, the quantities, nature of the works and equipment's necessary for the completion of the works, etc. and in-general to have obtained himself all necessary information of all risks, contingencies and circumstances affecting his obligations and responsibilities therewith under the Agreement and his ability to perform it. However, if during the process of Inspection and / or Manpower deployment, Agency detects any obstructions affecting the work, the Agency shall take all measures to overcome them.
 - iii. Agency shall be deemed to have satisfied himself as to the correctness and sufficiency of the Agreement Price for the work. The consideration provided in the Agreement for the Agency undertaking the work shall cover all the Agency's obligation and all matters and things necessary for proper execution of the work in accordance with the Agreement and for complying with any instructions which UPLC's representative may issue in accordance with or in connection therewith and of any proper and reasonable measures which the Agency takes in the absence of specific instructions from UPLC's representative.

6.9 Agency's Team

- a. The Agency shall be responsible for the deployment, transportation, accommodation and other requirements of its resources required for the execution of the work and for all costs / charges in connection thereof.
- b. The Agency shall provide and deploy manpower for carrying out the work.
- c. UPLC's representative may at any time object to and require the Agency to remove forthwith any authorized representative or employee of the Agency or any person(s) deployed by Agency, if in the opinion of UPLC's representative the person in question has misconducted himself or his deployment is otherwise considered undesirable by UPLC's representative the Agency shall forthwith remove and shall not again deploy the person in question of the work site without the written consent of UPLC's representative.

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6.10 Statutory Requirements

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

6.11 Administration

- a. Either party may appoint any individual as their authorized representative through a written notice to the other party. Each representative shall have the authority to:
 - i. Exercise all of the powers and functions of his/her Party under this Agreement other than the power to amend this Agreement and ensure the proper administration and performance of the terms hereof and
 - ii. Bind his or her Party in relation to any matter arising out of or in connection with this Agreement.
- b. The Agency shall be bound by all undertakings and representations made by the authorized representative of the Agency and any covenants stipulated hereunder with respect to this Agreement for and on their behalf.
- c. For the purpose of execution or performance of the obligations under this Agreement UPLC's representative would act as an interface with the nominated representative of the Agency. The Agency shall comply with any instructions that are given by UPLC's representative during the course of this Agreement in relation to the performance of its obligations under the terms of this Agreement and the RFP.
- d. A Committee comprising of representatives from UPLC and the Agency shall meet on need basis to discuss any issues / bottlenecks being encountered. The Agency shall draw the minutes of these meetings and circulate to UPLC.

6.12 Right of Monitoring, Inspection and Periodic Audit

UPLC reserves the right to inspect and monitor / assess the progress of the work at any time during the course of the Agreement. UPLC may demand and upon such demand being made UPLC shall be provided with any document, data, material or any other information which it may require to enable it to assess the progress of the Project.

6.13 UPLC's Obligations

a. Assistance and Exemptions

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

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

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

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

6.14 Risk Management

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

6.15 Indemnity

- a. The Agency shall execute and furnish to UPLC a Deed of Indemnity in favour of "UPLC" in a form and manner acceptable to UPLC, indemnifying UPLC from and against any costs, loss, damages, expense, claims including those from third parties or liabilities of any kind howsoever suffered, arising or incurred inter alia during and after the Agreement period out of:
 - i. Any negligence or wrongful act or omission by the Agency or the Agency's Team in connection with or incidental to this Agreement; or
 - ii. A breach of any of the terms of Agency's Bid as agreed, the RFP and this Agreement by the Agency or the Agency's Team.
- b. The indemnity shall be to the extent of 100% in favour of UPLC.

6.16 Confidentiality

- a. The Agency shall not use any Information including the name or the logo of Government of Uttar Pradesh / UPLC / UP Secretariat except for the purposes of executing the work as specified under this Agreement;
- b. The Agency may only disclose Information with the prior written consent of UPLC.
- c. The Agency shall be liable to fully recompense UPLC for any loss of revenue arising from breach

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of confidentiality. UPLC reserves the right to adopt legal proceedings, civil or criminal, against the Agency in relation to a dispute arising out of breach of obligation by the Agency under this clause.

- d. The Agency shall not use any information which might have come to its knowledge in whatever manner during the discharge of its obligation under the Agreement for any purpose except strictly for discharging his obligation under the Agreement and no more.

6.17 Term and Extension of the Agreement

- a. The term of this Agreement shall be for a period as indicated in the Agreement and Agreement shall come to an end on expiry of such period as per **section 6.6**.
- b. UPLC shall reserve the sole right to grant any extension to the term mentioned above on mutual agreement including fresh negotiations on terms and conditions.
- c. Upon expiry or earlier termination of the Agreement, UPLC / UP Secretariat may mutually extend the contact period or choose to select new service provider.

6.18 Prices

Prices quoted must be firm and shall not be subject to any upward revision on any account whatsoever throughout the period of Agreement for the scope of the Agreement.

6.19 Suspension of Work

- a. The Agency shall, if ordered in writing by UPLC's representative, temporarily suspend the works or any part thereof for such a period and such a time as ordered. The Agency shall not be entitled to claim compensation for any loss or damage sustained by him by reason of temporary suspension of the works as aforesaid. An extension of time for completion corresponding with the delay caused by any such suspension of the works as aforesaid shall be granted to the Agency, if request for same is made and that the suspension was not consequent to any default or failure on the part of the Agency. In case the suspension of works is not consequent to any default or failure on the part of the Agency and lasts for a period of more than 4 months, the Agency shall have the option to request UPLC to terminate the Agreement with mutual consent.
- b. In the event that UPLC suspends the progress of work for any reason not attributable to the Agency for a period in excess of 30 days in aggregate, rendering the Agency to extend his performance guarantee then UPLC shall bear only the cost of extension of such bank guarantee for such extended period restricted to the normal bank rates as applicable in the international banking procedures subject to the Agency producing the requisite evidence from the bank concerned.

6.20 Completion of work as per Agreement

Unless terminated earlier, the Agreement shall terminate on the completion of term as specified in the Agreement.

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6.21 Payment Schedule

The payment will be released in Four equal parts. For the purpose, contract will start from the **date of Agreement signed between Agency and UPLC / UP Secretariat**. Selected Bidder will submit bill of the AMC along with the downtime statement within **one week** of completion of each **ONE Months Period** of AMC to UPLC and UP Secretariat.. SELECTED BIDDER desires to collect all payments from UPLC in person through any of its representatives.

- (a) The payment will made after receiving payment from Secretariat department to UPLC
- (b) Any increase or decrease in rate of Service Tax during the time of maintenance services of the equipment to the UP Secretariat then the same will be adjusted by the successful Bidder.
- (c) The successful Bidder will pay all the applicable taxes.
- (d) Payments under the contract will be made in Indian currency only.
- (e) Additionally, all payments to be made to the Agency shall be inclusive of all statutory levies, duties, taxes and other charges whenever levied/applicable. Any increase in rates of all applicable direct or indirect taxes (central or state or local), rates, duties, charges and levies (central or state or local); will be to the account of Agency.
- (f) The Agency shall also bear all personal / income taxes levied or imposed on its personnel on account of payment received under this Agreement. Agency shall further bear all income/corporate taxes, levied or imposed on account of payments received by it from the UPLC for the work done under this Agreement.

6.22 Invoicing

- a. In respect of its remuneration, the Agency shall be eligible to receive in accordance with the Terms of Payments Schedule. Subject to the specific terms of each terms & conditions of RFP, the Agency submit its invoices in accordance with the following principles:
 - i. UPLC shall be invoiced by the Agency for the Comprehensive Annual Maintenance Contract in Respect of Existing EPABX System in UP Secretariat in UP Secretariat.
 - ii. The Agency shall raise an invoice as per the terms of payment as stated in the Payment Schedule as per the **section 6.22**.
 - iii. The invoice shall be submitted along with the necessary approval / sign-off / acceptance certification for the respective deliverables linked with the payment milestone, failing which the UPLC reserves the right to reject the invoices.
 - iv. UPLC shall be entitled to delay or withhold payment of any invoice or part of it delivered by the Agency where UPLC disputes such invoice or part of it provided that such dispute is bonafide. The withheld amount shall be limited to that which is in dispute. The disputed amount shall be settled in accordance with the procedure as set out in the RFP. Any exercise by UPLC / UP Secretariat, under this Section shall not entitle the Agency to delay or withhold provision of the supply of Goods and Warranty / AMC Services.
 - v. Payment for invoices shall be made within 45 working days of the receipt of Invoice by

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UPLC upon completion of the said activities as mentioned in the Agreement.

6.23 Events of Default by the Agency

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

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

6.24 Consequences in Event of Default

- a. Where an Event of Default subsists, or remains uncured beyond permissible or reasonable time,

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UPLC shall be entitled to the following: for cases where permissible time is not indicated in the Agreement, UPLC will decide, at its discretion, the quantum of reasonable time to cure the default.

- i. Impose any such obligations and conditions and issue any clarifications as may be necessary to inter alia ensure smooth continuation of the services and the Project which the Agency shall be obliged to comply with which may include unilateral re-determination of the consideration payable to the Agency hereunder. The Agency shall in addition take all available steps to minimize loss resulting from such event of default.
- b. UPLC may by a written notice of suspension to the Agency, suspend all payments to the Agency under the Agreement provided that such notice of suspension:
 - i. Shall specify the nature of the failure and
 - ii. Shall request the Agency to remedy such failure within a specified period from the date of receipt of such notice of suspension from UPLC to the Agency.
- c. UPLC reserves the right to terminate the Agreement with 30 days notice.

6.25 Termination of the Agreement by Agency

- a. UPLC retain such amounts from the payment due and payable by UPLC to the Agency of overall Agreement value for one year as may be required to offset any losses caused to UPLC as a result of such event of default and the Agency shall compensate UPLC for any such loss, damages or other costs, incurred by UPLC in this regard. Nothing herein shall affect the continued obligation of the Agency to perform all their obligations and responsibilities under this Agreement in an identical manner as were being performed before the occurrence of the default.
- b. Invoke the Performance Bank Guarantee and other Guarantees furnished hereunder, enforce the deed of indemnity, recover such other costs/losses and other amounts from the Agency may have resulted from such default and pursue such other rights and/or remedies that may be available to UPLC under law.

6.26 Termination

a. By UPLC:

UPLC may terminate this Agreement in case of the occurrence of any of the events specified in paragraphs of this **Section**. In such an occurrence "UPLC" shall give a not less than thirty (30) days' written notice of termination to the Agency, and sixty (60) days' in case of the event referred to in (viii).

- i. If the Agency fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to **Section 6.20** hereinabove, within thirty (30) days of receipt of such notice of suspension or within such further period as UPLC may have subsequently approved in writing.
- ii. If the Agency becomes insolvent or goes into liquidation or receivership whether compulsory

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or voluntary. Conversely if UPLC apprehends a similar event regarding the Agency, it can exercise the right of termination in the manner stated hereinabove.

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

b. By the Agency:

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

- i. If UPLC fails to pay any money due to the Agency pursuant to this Agreement and not subject to dispute pursuant to this Agreement hereof within forty-five (45) days after receiving written notice from the Agency that such payment is overdue.
- ii. If, as the result of Force Majeure, the Agency is unable to perform a material portion of the services for a period of not less than sixty (60) days.

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- iii. If UPLC fails to comply with any final decision reached as a result of arbitration pursuant to this Agreement.
- iv. If UPLC is in material breach of its obligations pursuant to this Agreement and has not remedied the same within forty-five (45) days (or such longer period as the Agency may have subsequently approved in writing) following the receipt by UPLC of the Agency's notice specifying such breach.

c. Cessation of Rights & Obligations:

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

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

d. Cessation of Services:

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

e. Payment upon Termination:

Upon termination of this Agreement pursuant to **Section 6.26** hereof, "UPLC" shall make the following payments to the Agency:

- i. If the Agreement is terminated pursuant to **Section 6.26 (a) (viii, ix) or 6.26 (e)**, payment due pursuant to Payment Schedule hereof for services satisfactorily performed prior to the effective date of termination,
- ii. If the Agreement is terminated pursuant to **Section 6.26 (a) (i) to (vii)**, the Agency shall not be entitled to receive any payments upon termination of the Agreement. Under such circumstances, upon termination, UPLC may also impose liquidated damages as per the provisions of this Agreement. The Agency will be required to pay any such liquidated damages UPLC within 30 days of termination date.

f. Disputes about Events of Termination:

If either Party disputes whether an event specified in paragraphs (i) through (vii) of **Section 6.26 (a) or in Section 6.26 (e)** hereof has occurred, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter to **Section 6.30** hereof, and this Agreement shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

6.27 Consequences of Termination

- a. In the event that UPLC, or the Agency, terminates this Agreement then depending on the event of default, compensation will be decided in accordance with the Payment Schedule as per section 6.21 including other aspects such as cost of selection of alternate Agency, penalties, payments etc.
- b. Upon termination of this Agreement, the Parties will comply with the Exit Management Schedule as contained in Schedule I to the Agreement.

6.28 Penalty

In the event, the Agency fails to meet the Project responsibilities as stipulated in the SLAs or any damages caused by Agency including its employees, contractors to UPLC/ UP Secretariat properties, personnel, data etc, the Agency shall be liable for penalty as per the RFP. UPLC without prejudice to his other rights and remedies, to deduct from the Price as payable in terms of this Agreement, or receive as payment, at the discretion of UPLC, the penalties that are imposed in terms of this Agreement.

6.29.1 ATTENDANCE PENALTY

Adequate number of SELECTED BIDDER Service Engineer will be available at UP Secretariat from 9.30 A.M. TO 6.30 P.M. Penalty of Rs.200/- per day per Service Engineer will be charged if Service Engineer does not report on each working day at UP Secretariat.

6.29.2 Maximum Penalty should be limited to the AMC value of the invoice period.

6.29 Approvals

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

6.30 Dispute Resolution

a. Amicable Settlement

Performance of the Agreement is governed by the terms and conditions of the Agreement. In case a dispute arises between the parties regarding any matter under the Agreement, either Party of the Agreement may send a written Notice of Dispute to the other party. The Party receiving the Notice of Dispute will consider the Notice and respond to it in writing within 30 days after receipt. If that party fails to respond within 30 days, or the dispute cannot be amicably settled within 60

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days following the response of that party, **Section 6.30 (b)** shall become applicable

b. Arbitration

- i. Any dispute or difference whatsoever arising between the parties to the Agreement out of or relating to the construction, meaning, scope, operation or effect of the Agreement or validity of the breach thereof, which cannot be resolved through negotiation process, shall be referred to a sole Arbitrator to be mutually agreed by both the parties. In the event of disagreement between the parties the sole Arbitrator shall be appointed by UP Secretariat, whose award shall be final and binding on the parties. The Provision of Arbitration and Conciliation Act 1996 shall apply. The Arbitration shall be held in Lucknow, India and the language shall be English only.
- ii. During the arbitration period, except the Clause or Clauses under dispute and/ or ambiguous and referred to the arbitration, rest clauses of the tender shall remain enforceable among the parties.
- iii. Subject to the above, the Courts at Lucknow only shall have jurisdiction in this matter.

c. Adjudication by Regulator Authority or Commission

In the event of constitution of a statutory Regulatory authority or Commission appointed by GoUP with powers to adjudicate upon disputes between UPLC and the Agency, all Disputes arising after such constitution shall instead of reference to arbitration under Section 6.30 (b), be adjudicated upon by such Regulatory Authority or Commission in accordance with the Applicable Law and all references to Dispute Resolution Procedure shall be construed accordingly. For the avoidance of doubt, the Parties hereto agree that the adjudication hereunder shall not be final and binding until an appeal against such adjudication has been decided by an appellate tribunal or High Court, as the case may be, or no such appeal has been preferred within the time specified in the Applicable Law.

d. Arbitration Decision

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

e. Arbitration Expenses

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

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

6.31 Limitation of the Bidder's Liability towards UPLC

- a. Except in case of gross negligence or willful misconduct on the part of the Agency in carrying out

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the work, the Agency, with respect to damage caused by the Agency to UPLC's property, shall not be liable to UPLC:

- i. for any indirect or consequential loss or damage;
 - ii. for any direct loss or damage that exceeds the total value of the Agreement or the proceeds the Agency may be liable to receive from any insurance maintained by the Agency to cover such a liability, whichever is higher
- b. This limitation of liability shall not affect the Agency's liability, if any, for damage to Third Parties caused by the Agency or any person or firm acting on behalf of the Agency in carrying out the Services.
- c. There shall be no limitation of liability in case of any damages for bodily injury (including death) and damage to real property and tangible personal property.
- d. Neither this Agreement nor the SLAs grant or create any rights, benefits, claims, obligations or causes of action in, to or on behalf of any person or entity (including any third party) other than between the respective Parties to this Agreement or the SLAs, as the case may be.
- e. Any claim or series of claims arising out or in connection with this Agreement or the SLA shall be time barred and invalid if legal proceedings are not commenced by the relevant Party against the other Party within a period of Sixty months from the date when the cause of action first arose or within such longer period as may be permitted by applicable law without the possibility of contractual waiver or limitation.
- f. UPLC shall be entitled to claim the remedy of specific performance under this Agreement or the SLAs.
- g. Except the conditions of warranties expressed in the tender if anything comes out neither written nor expressed or not implied therein, but it is outcome of this tender, the UPLC and the successful Bidder or their authorized representative will sit together and decide the matter amicably and reasonably and the decision so taken shall be signed by both the parties and that be treated as part of this tender and will be called supplementary of this tender and will be binding on both the parties. If no agreement is reached, the matter shall be referred to the Arbitrator.
- h. The UPLC shall not be liable for any repair or replacement necessitated by fault of the successful Bidder or its representative.

6.32 Conflict of Interest

- a. The Agency shall hold UPLC's interest paramount, without any consideration for future work and strictly avoid conflict with other assignment or its own corporate interest.
- b. The Agency should not be engaged in any such business (excluding any work assigned to them by UPLC) which has conflict of interest with the Project for which the Bids are being submitted.

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- c. Interest with one or more parties in this Bidding process. Participation by Bidder(s) with a conflict of interest situation would be examined by UPLC and appropriate decision would be taken which may also include disqualification of all Bids in which it is involved.

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

- a. receive or have received any direct or indirect subsidy from any of them; or
- b. have common controlling shareholders; or
- c. have the same legal representative for purposes of this Bid; or
- d. have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the UPLC regarding this Bidding process; or UPLC policy requires that a firm participating in a procurement process shall not have a conflict of interest. Any firm found to have a conflict of interest shall be ineligible for award of a Contract.
- e. A firm shall be considered to have a conflict of interest if:
- i. such firm is providing consulting/monitoring services directly related to providing goods, works, or non-consulting services for the preparation or implementation of the Project to be Bid for. This provision does not apply to the various firms (consultants, contractors, or Agency) which together are performing the Contractor's obligations under a turnkey or design and built Contract; or
- ii. such firm (including its personnel) has a close business or family relationship with a professional staff of UPLC or;
- iii. who are directly or indirectly involved in the preparation of the Bidding documents or specifications of the Agreement, and/or the Bid evaluation process of the Agreement.
- f. The Bidder participates in more than one Bid in this Bidding process. Participation by Bidder in more than one Bid will result in the disqualification of all Bids in which it is involved; or
- g. if the Bidder get associated as Consultant/Advisor/Third party independent evaluating agency with any of the agencies taking part in the Bid process.

6.33 Governing Language

The Agreement shall be written in English language. All correspondence and other documents

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pertaining to the Agreement that are exchanged by parties shall be written in English language only.

6.34 “No Claim” Certificate

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

6.35 Publicity

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

6.36 Force Majeure

a. Definition

- i. For the purposes of this Agreement, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and not brought about by or at the instance of the Party claiming to be affected by such events and which has caused the non-performance or delay in performance, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.
- ii. Force Majeure shall not include (1) any event which is caused by the negligence or intentional action of a Party or such Party’s Sub-Contractors or agents or employees, nor (2) any event which a diligent Party could reasonably have been expected both to take into account at the time of the conclusion of this Agreement, and avoid or overcome in the carrying out of its obligations hereunder.
- iii. Subject to **Section 6.36 (b)**, Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder

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

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- c. Measures to be taken
- i. A Party affected by an event of Force Majeure shall continue to perform its obligations under the Agreement as far as it is reasonably practical, and shall take all the reasonable measures to minimize the consequences of any event of Force Majeure
 - ii. A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than two (2) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible
 - iii. Any period within which a Party shall, pursuant to this Agreement, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure
 - iv. During the period of an event of Force Majeure, the Agency, upon instructions by UPLC, shall continue with the services to the extent possible, in which case the Agency shall continue to be paid under the terms of this Agreement.
 - v. In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to **Section 6.30**.

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

i. Prior to commencement of operations: If the event of Force Majeure occurs prior to commencement of operations and continues for a period in excess of ten days, then UPLC will grant a period of 7 days to the Agency to resume normal activities under this Agreement. In case the default continues, then UPLC may discuss the issue with the Agency and revise the existing timelines for the Project. If the Agency does not complete the Project Implementation in accordance with the revised timelines, UPLC will have the option to invoke the Performance Guarantee and/or terminate this Agreement.

ii. Post commencement of operations: If the event of Force Majeure occurs post commencement of operations and continues for a period in excess of five days, then UPLC will grant a period of 7 days to the Agency to resume normal services under this Agreement.

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In case the default continues, UPLC may grant an extension of time to the Agency for rectifying the situation. However, UPLC will deduct for each day of the extension period a percentage proportionate to the number of days and the affected areas/s from the next payable amount as per Payment Schedule. If there is any further delay despite the extended period, UPLC will have the option to invoke the Performance Guarantee and/or terminate the Agreement.

- d. All payments pursuant to termination due to Force Majeure event shall be in accordance with the Terms of Payment Schedule.
- e. Notwithstanding the terms of this Section, the failure on the part of the Agency under the Agreement any SLA to implement any disaster contingency planning and back-up and other data safeguards in accordance with the terms of the SLA against natural disaster, fire, sabotage or other similar occurrence shall not be an event of force Majeure.

6.37 General

6.38.1 Relationship between the Parties

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

6.38.2 No Assignment

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

6.38.3 Sub-Contracting

The Bidder shall not assign to others, in whole or in part, their obligation to perform under the Agreement.

6.38.4 Survival

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

6.38.5 Governing Law

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

6.38.6 Jurisdiction of Courts

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

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6.38.7 Compliance with Laws

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

6.38.8 Notices

- (i) A notice given hereunder shall be given by either party to the other by hand delivery or courier or facsimile or email or sent by registered post to such other party at their respective address given herein. A notice sent by hand or courier shall be deemed to have been received on the day on which it was delivered and acknowledged receipt; any notice sent by facsimile or email shall be subsequently confirmed by letter posted or delivered as soon as practicable thereafter provided, however, such a notice shall be deemed effective on the date of transmission thereof by facsimile or email and a notice sent by registered post shall be deemed have been served and received on the fifth (5th) day following the date of posting. If the day on which any notice is deemed to have been delivered falls on a Sunday or a public holiday, such notice shall be deemed to have been received on the next day which is not a Sunday or a public holiday.

In the case of the SELLER / Agency:-	In case of the BUYER / Service Provider: - Managing Director, U.P. Electronics Corporation Limited, 10 Ashok Marg, Lucknow-UP-226001
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- (ii) If either of the parties intends to change its present postal address, it will give a written notice of intimation by registered post to the other party at least one month before, indicating therein the date up to which the letters to be sent to the present address and from which date the letters to be sent to the newly changed address.

6.38.9 Modification

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

6.38.10 Application

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

6.38.11 Performance and Spares for AMC

- a. The Vendor shall specify in the Proposal the complete list of spares that will be maintained for meeting the various SLA parameters specified in the RFP.
- b. The Vendor shall stand guarantee for the supply of spares of all the equipment under the scope of Annual Maintenance for a minimum period of AMC.

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6.38 Ethics

Agency represents, warrants and covenants that it has given no commitments, payments, gifts, kickbacks, lavish or expensive entertainment, or other things of value to any employee or agent of UPLC, or the 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 UPLC's standard policies and may result in cancellation of this Agreement.

6.39 Exit Management

- a. The exit management period starts, in case of expiry of Agreement, on the date when the Agreement comes to an end or in case of termination of Agreement, on the date when notice of termination is sent to the Agency. The exit management period ends on the date agreed upon by the parties (UPLC & Agency) or Six months after the beginning of the exit management period, whichever is earlier.
- b. UPLC shall be entitled to serve notice in writing on the Agency at any time during the exit management period as detailed herein above requiring the Agency to provide UPLC with a complete and up to date list of the Assets.
- c. in the event, if the Assets to be transferred are mortgaged to any financial institutions by the Agency, the Agency 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 UPLC.
- d. In case of termination, UPLC / UP Secretariat shall pay to the Agency on the last day of the exit management period such sum representing the Net Block (procurement price less) of the Assets to be transferred as stated in the Terms of Payment Schedule.
- e. Before the expiry of the exit management period, all Project Assets including the maintenance services, hardware, software, documentation and any other infrastructure shall have been renewed and cured of all defects and deficiencies as necessary so that the Project is compliant with the Specifications and Standards set forth in the RFP, Agreement and any other amendments made during the Agreement period;
- f. Before the expiry of the exit management period, the Agency delivers relevant records and reports pertaining to the Project and/or all operation and maintenance records and manuals pertaining thereto and complete as on the Divestment Date;
- g. Before the expiry of the exit management period, the Agency returns all the records stored to UPLC or its nominee;
- h. On request by UPLC or any third party appointed by UPLC, the Agency shall effect such assignments, transfers, licenses and sub-licenses related to any hardware or software Contract between Agency and any third party, in favour of UPLC or any third party appointed

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by UPLC if it is required by UPLC or any third party appointed by UPLC and is reasonably necessary for the continuation of services by UPLC or any third party appointed by UPLC; and

- i. The Agency complies with all other requirements as may be prescribed under Applicable Laws to complete the divestment and assignment of all the rights, title and interest of the Agency in the maintenance free from all Encumbrances absolutely and free of any charge or tax to UPLC or its nominee.
- j. On request by UPLC, the Agency shall effect such assignments, transfers, licenses and sub-licenses as UPLC may require in favor of UPLC, or its Replacement Agency in relation to any equipment, maintenance or warranty service provision contract between Agency and third party lessors, Agencies, and which are related to the maintenance services and reasonably necessary for the carrying out of replacement of goods and maintenance services by UPLC or its Replacement Agency.

6.40 CALL REGISTRATION AND COMPLETION:

A complaint register will be maintained at UP Secretariat Lucknow. Selected Bidder Service Engineer posted at UP Secretariat will ensure that complaint is attended timely. Selected Bidder will acknowledge each call with a unique Call number, which is to be used for reference in future and Selected Bidder will ensure that complaint is attended timely. Selected Bidder will prepare the call service slips in duplicate, which will be signed by representative of UP Secretariat and Selected Bidder. One copy will be given to the UP Secretariat as the case may be and one copy will be retained by Selected Bidder.

6.41 Miscellaneous provisions

- a. Nothing contained in this Agreement shall be construed as establishing or creating between the Parties, a relationship of master and servant or principal and agent.
- b. Any failure or delay on the part of any Party to exercise right or power under this Agreement shall not operate as waiver thereof.
- c. The Agency shall notify UPLC of any material change in their status, in particular, where such change would impact on performance of obligations under this Agreement.
- d. The Agency shall be jointly and severally liable to and responsible for all obligations towards UPLC for performance of works including that of its Associates under the Agreement.
- e. The Agency shall at all times indemnify and keep indemnified UPLC / UP Secretariat against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its (Agency) employees or agents or by any other 3rd Party resulting from or by any action, omission or operation conducted by or on behalf of the Agency.
- f. The Agency shall at all times indemnify and keep indemnified UPLC / UP Secretariat against any and all claims by Employees, Workman, Contractors, Agency, agent(s), employed engaged or otherwise working for the Agency, in respect of wages, salaries, remuneration, compensation or the like. All claims regarding indemnity shall survive the termination or expiry of the Agreement.

SECTION VII

**Format for Response to
RFP: Qualification Bid**

Section VII- Format for Response to RFP: Qualification Bid

7.1 Format 1 – Proposal Covering Letter

[Date]

To,

The Managing Director

U.P. Electronics Corporation Limited

10, Ashok Marg, Lucknow - 226001

Tel: 0522-4130303, 2286808, 2286809, 2288750 Fax: 0522-2288583

E-mail: uplc.hw.proposal@gmail.com, upclko@gmail.com

Website: <http://www.uplc.in>

Ref: Request for Proposal (RFP): Qualification Bid for 'Selection of Agency for COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT IN RESPECT OF EXISTING EPABX SYSTEM IN UP SECRETARIAT FOR ONE YEAR'.

Dear Sir,

Having examined the RFP, the receipt of which is hereby duly acknowledged, we, the undersigned, offer for Comprehensive Annual Maintenance Contract in Respect of Existing EPABX System in UP Secretariat as required and outlined in the RFP reference No. : **Hw-20-21-EPABXAmc-12**.

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

We undertake that, if our proposal is accepted, we shall adhere to the scope of work as mentioned in the above referenced RFP.

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

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

We confirm that the information contained in this proposal or any part thereof, including its exhibits,

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schedules, and other documents and instruments delivered or to be delivered to the UPLC is true, accurate, and complete. This proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead the UPLC as to any material fact.

We also agree that you reserve the right in absolute sense to reject all or any of the products/ service specified in the RFP response without assigning any reason whatsoever.

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

Dated this Day of 20__

(Signature)

(In the capacity of)

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

(Name and Address of Company)

Seal/Stamp of Bidder

Witness Signature:

Witness Name:

Witness Address:

CERTIFICATE AS TO AUTHORISED SIGNATORIES

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

Date

(Seal here)

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7.2 Format 2 - General Information about the Bidder

Details of the Bidder/Prime Bidder (Company)				
1.	Name of the Bidder/Prime Bidder			
2.	Address of the Bidder			
3.	Status of the Company (Public Ltd / Pvt. Ltd company registered under the Companies Act, 1956 / Firm registered under the Indian Partnership Act, 1932 or under the Limited Liability Partnership Act) / Proprietorship Firm			
4.	Details of Incorporation of the Company / Firm		Date:	
			Ref. #	
5.	Details of Commencement of Business		Date:	
			Ref. #	
6.	Valid Sales tax registration no.			
7.	Valid Service tax registration no.			
8.	Permanent Account Number (PAN)			
9.	Name & Designation of the contact person to whom all references shall be made regarding this RFP			
10.	Telephone No. (with STD Code)			
11.	E-Mail of the contact person:			
12.	Fax No. (with STD Code)			
13.	Website			
14.	Financial Details (INR)			
15.	Year	2017-2018	2016-2017	2015-2016
16.	Turn Over			
17.	Net Profit			

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7.3 Format 3 - Qualification Check List

S. No.	Clause	Documents Required	Page no
1	The bidder should be a company registered under the Companies Act, 1956 / Firm registered under the Indian Partnership Act, 1932 or under the Limited Liability Partnership Act or Proprietorship Firm. The Bidder should have been in commercial operations for a period of at least 5 financial years in India. The Consortium not allowed.	Relevant Document to verify	
2	The Bidder / OEM should have at least ISO 9001:2015 or Latest certification	Copy of the valid ISO Certificates issued from the accreditation organization.	
3	The Authorized Signatory signing the Bid on behalf of the Bidder should be duly authorized by the Managing Director / Board of Directors / Managing Partner of the Bidding Company to sign the Bid and the Contract on their behalf.	A Certificate from the Owner/ Managing Director / Managing Partner of the Bidder certifying that the Bid signatory is authorized to do so.	
4	The Bidder should be an established Original Equipment Manufacturer (OEM) of principle item of RFP.	OEM Authorization Certificate on OEM Letter Head.	
5	The Bidder should certify that they have onsite support mechanism in Uttar Pradesh, either directly through their support offices or through their authorized channel partners. Onsite support mechanism in Lucknow is mandatory.	Details from the authorized signatory for availability of Onsite Support Mechanism in Uttar Pradesh as per Format-7 and Format-8 of Section-VII	
6	The Bidder should have successfully provided comprehensive annual maintenance services for EPABX System including support, Helpdesk Support, Spares, Inventory, Patches, Updates / Upgrades with work orders of value of at least INR 20.00 Lakhs for Government / Non-Government / PSUs / Financial Institutions (including Banks) in the last five years.	Details of Experience in Annual Maintenance Services to be submitted (as per Section 7.9). Work Order(s) / Relevant Document establishing the sales Certificate of Completion by the Client OR Statutory Auditor Certificate / Self-Certificate by the Company Secretary mentioning the Work Order No., Work Order Date & Total Value of the Work Order	
7	The Bidder should have successfully provided Service onsite warranty services with minimum average of 05 EPABX System, Desktops, IP phone, Server, UPS & Lan Items in the last five years.	Work order / Relevant Document establishing the sales Certificate of Completion by the Client OR Self-Certificate by the Company Secretary / Chartered Accountant mentioning the Work Order No, Work Order Date & Total Value of the Work Order	

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S. No.	Clause	Documents Required	Page no
8	The Bidder should have a valid PAN, GST number.	Certificate of GST Registration and PAN Card of Bidding Firm	
9	Bidder should have ₹ 1 Crore in average annual turnover Financial years (i.e. 2016-17, 2017-18, 2018-19)	Audited Profit and Loss Statement and Balance sheets. Statutory Auditor Certificate or Certificate from the Company Secretary of the Bidder or Certificate from the Chartered Accountant clearly specifying the turnover for the specified years.	
10	As on date of submission of the proposal, the Bidder is neither blacklisted by Central Government / State Government or instrumentalities thereof nor any criminal case against the Bidder / Its Partners / Directors / Agents is pending before any court of Law	Motorized Affidavit (10 Rs. Stamp Paper) from the Authorized Signatory to the effect that the Bidder is neither blacklisted by Central Government / State Government or instrumentalities thereof nor any criminal case against the Bidder / Its Partners / Directors / Agents is pending before any court of Law.	
11	The Bidder should have submitted EMD and Bid Processing fees of amount as mentioned in the RFP	Scan Copy of Tender Fee and EMD submitted through offline Tender Portal Payment gateway.	

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7.4 Format 4 - Financial Information

Annual Turnover / Net Profit of the Bidder/ Prime Bidder

Turnover of the Bidder			
Financial Year 2018-2019	Financial Year 2017-2018	Financial Year 2016-2017	Indicate the page number where the details are provided

Net Profit of the Bidder			
Financial Year 2018-2019	Financial Year 2017-2018	Financial Year 2016-2017	Indicate the page number where the details are provided

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7.5 Format 5 - Format for Past Experience

The relevant documentary proofs for a citation need to be attached just below the details of the citations in this format. Documentary proofs provided elsewhere (not below the details of the citation format) may not be considered by the UPLC for evaluation.

Project Title:			
<i>(Attach separate sheet for each Project)</i>			
Country		Address	
Name of Client			
Type of Client (Govt./PSU/Others)		Order Value of the Project / Revenue Generated (in Lacs)	
		Revenue Generated (in Lacs) year-wise (please state the year and the revenue generated)	
		Current Conversion Rate(if applicable)	
Duration of the Assignment		Start Date (month/year):	
Location of the Assignment		Date of successful implementation /completion (month/year):	
		End Date (month/year):	
Referrals (Client side): Provide one referral only	Name		
	Designation		
	Role in the Project:		
	Contact Number		
	Email Id		
Brief Description of Project:			

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7.6 Format 6 - Declaration Regarding Clean Track Record

[Date]

To,

The Managing Director

U.P. Electronics Corporation Limited

10, Ashok Marg, Lucknow - 226001

Tel: 0522-4130303, 2286808, 2286809, 2288750

Fax: 0522-2288583

Sir,

I have carefully gone through the Terms & Conditions contained in the RFP Document [No. _____] regarding **SELECTION OF AGENCY FOR COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT IN RESPECT OF EPABX SYSTEM INSTALLED AT UP SECRETARIAT**. I hereby declare that my Company as on date of submission of the proposal is neither blacklisted by Central Government / State Government or neither instrumentalities thereof nor any criminal case against the Bidder / Its Partners / Directors / Agents is pending before any court of Law. I further certify that I am competent officer in my Company to make this declaration.

Yours faithfully,

(Signature of the Bidder)

Printed Name

Designation

Seal

Date:

Business Address:

SELECTION OF AGENCY FOR COMPREHENSIVE ANNUAL MAINTENANCE
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7.7 Format 7 – Undertaking for Support Service Centre

[Date]

To,

The Managing Director

U.P. Electronics Corporation Limited

10, Ashok Marg, Lucknow - 226001

Tel: 0522-4130303, 2286808, 2286809, 2288750

Fax: 0522-2288583

Sir,

I have carefully gone through the Terms & Conditions contained in the RFP Document [No. _____] regarding **SELECTION OF AGENCY FOR COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT IN RESPECT OF EPABX SYSTEM INSTALLED AT UP SECRETARIAT**. I hereby declare that my Company support service centre established in Uttar Pradesh and list of service centre are mentioned below:-

SN	Name & Address of Services Centre	District Lucknow	Name of Contact Person	Contact Number
1.				
2.				
3.				
...				

I further certify that I am competent officer in my Company to make this declaration.

Yours faithfully,

(Signature of the Bidder)

Printed Name

Designation

Seal

Date:

Business Address:

SELECTION OF AGENCY FOR COMPREHENSIVE ANNUAL MAINTENANCE
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7.8 Format 8 – Bidder Undertaking for Support Mechanism

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

To,

The Managing Director

U.P. Electronics Corporation Limited

10 - Ashok Marg, Lucknow - 226001

Tel: 0522-4130303, 2286808, 2286809, 2288750

Fax: 0522-2288583

E-mail: uplc.hw.proposal@gmail.com, uplclko@gmail.com

Website: www.uplc.in

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

Dear Sir

WHEREAS we, <<name of the OEM>>, having our registered office at <<address of OEM>>, state that we are the official owner / producer of the <<OEM's model proposed for Comprehensive Annual Maintenance for EPABX System in UP Secretariat installed at UP Secretariat, For <<OEM's EPABX System in UP Secretariat>>, we hereby take the full responsibility for:

- Providing complete onsite technical support for all aspects of onsite comprehensive maintenance period and support during entire period of Project as stated in this RFP.

Sincerely Yours,

(Signature of the Bidder)

Name:

Designation:

Signed:

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

Date:

SELECTION OF AGENCY FOR COMPREHENSIVE ANNUAL MAINTENANCE
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7.9 Format for Experience in Annual Maintenance Services

Project Title:			
<i>(Attach separate sheet for each Project)</i>			
Country		Address	
Name of Client			
Type of Client (Govt./PSU/Others)		Order Value of the Project (in Indian Rupees)	
Duration of the Assignment		Start Date (month/year):	
		End Date (month/year):	
Referrals (Client side): Provide one referral only	Name		
	Designation		
	Role in the Project:		
	Contact Number		
	Email Id		
Brief Description of Services provided:			
L1 Support			
Helpdesk Support			
Spares			
Inventory			
Patches			
Updates/Upgrades			
Others			

SECTION VIII

**Format for Response to
RFP: Commercial Bid**

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Section VIII- Format for Response to RFP: Financial Bid

Format 10 – Cost summary

Commercial Terms & Conditions:

- a. Bidder should provide all prices as per the prescribed format. Bidder should not leave any field blank. In case the field is not applicable, Bidder must indicate "0" (Zero) in all such fields.
- b. All the prices (even for taxes) are to be entered in Indian Rupees only (% values are not allowed)
- c. It is mandatory to provide breakup of all Taxes, Duties and Levies wherever applicable and / or payable.
- d. UPLC reserves the right to ask the Bidder to submit proof of payment against any of the taxes, duties, levies indicated.
- e. UPLC shall take into account all taxes, duties & levies for the purpose of evaluation
- f. The Bidder needs to account for all Out of Pocket expenses due to Travel, boarding, lodging and other related items.
- g. The costs mentioned shall be inclusive of GST & any other relevant Government Taxes.
- h. The costs mentioned are to be inclusive of maintenance period. At the time of acceptance of hardware equipment for AMC, OEM Company shall provide a maintenance & service Certificate / Undertaking stating they shall cover END-USER / CLIENT for AMC service & support as required.
- i. AMC Period: One Year effective from date of issue of Award of Contract.

Note:

This is mandatory to quote the prices of all items of **Schedule of BOQ** by Bidder in BOQ, otherwise the bid of bidder will be rejected & treated as non-responsive. All unit rates indicated above are inclusive of transport, packing insurance charges and all other expenses up to the travelling, accommodation, point of delivery, commissioning and one year comprehensive onsite AMC as detailed in the RFP.

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**Annexure - 1 Proforma of Bank Guarantee towards Bid
Security**

BID BOND

Reference No. _____ Date _____

Bank Guarantee No. _____

To,

The Managing Director

U.P. Electronics Corporation Limited

10, Ashok Marg, Lucknow - 226001

Tel: 0522-2286808, 2286809, 2288750

Fax: 0522-2288583

Whereas (here in after called "the Bidder") has submitted its Bid dated in response to the Tender No **Hw-20-21-EPABXAmc-12** for **SELECTION OF AGENCY FOR COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT IN RESPECT OF EPABX SYSTEM INSTALLED AT UP SECRETARIAT** (here in after called "the Bid") KNOW ALL MEN by these presents that We having our registered office at..... (hereinafter called the "Bank") are bound unto U.P. Electronics Corporation Limited, Lucknow (hereinafter called "UPLC") in the sum of _____ for which payment well and truly to be made to the said UPLC itself, its successors and assignees by these presents.

The conditions of these obligations are:

1. If the Bidder withdraws its Bid during the period of Bid validity or
2. If the Bidder, having been notified of the acceptance of its Bid by UPLC during the period of Bid validity:

1. fails or refuses to execute the Agreement form if required; or

2. fails or refuses to furnish the performance security, in accordance with the Bid requirement;

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

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

Date _____

Place _____

Witness _____

Signature _____

Printed Name _____

(Bank's common seal)

SELECTION OF AGENCY FOR COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT
IN RESPECT OF EPABX SYSTEM INSTALLED AT UP SECRETARIAT FOR ONE YEAR

**Annexure – 2 Performa of Bank Guarantee towards
Performance
Security**

PERFORMANCE GUARANTEE - 10% of total AMC Value.

Ref No.....

Bank Guarantee No

Dated :

IN consideration of the Governor of Uttar Pradesh (hereinafter called "the Government") having agreed; to exempt _____ (hereinafter called "the said Contractor(s)") from the demand, under the terms and conditions of an Agreement, dated _____ made between _____ and _____ for _____ (hereinafter called "the said Agreement"), of security deposit for the due fulfillment by the said Contractor(s) of the terms and conditions contained in the said Agreement, on production of a bank Guarantee for Rs. _____ (Rupees _____ only) we, _____ (indicate name of the Bank) (hereinafter referred to as "the Bank") at the request _____/contractor(s)/, do hereby undertake to pay to the Government an amount not exceeding Rs. _____ against any loss or damage caused to or suffered or would be caused to or suffered by the Government by reason of any breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement.

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

SELECTION OF AGENCY FOR COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT
IN RESPECT OF EPABX SYSTEM INSTALLED AT UP SECRETARIAT FOR ONE YEAR

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

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

4 We, _____(indicate name of the Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Government under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or filed _____ office/ Department _____ certifies that the terms and conditions of the said Agreement, have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the _____ we shall be discharged from all liability under this guarantee thereafter.

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

**SELECTION OF AGENCY FOR COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT
IN RESPECT OF EPABX SYSTEM INSTALLED AT UP SECRETARIAT FOR ONE YEAR**

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


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

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


Instructions for furnishing Bank Guarantee

1. The Bank Guarantee by Indian Bidders will be given on non-judicial stamp paper as per stamp duty applicable at the place from where the purchase Agreement has been placed. The non-judicial stamp paper should be in name of the issuing bank.
2. The expiry date as mentioned in the RFP should be arrived at by adding 30 days to the Agreement completion date unless otherwise specified in the Bidding documents.
3. The Bank Guarantee by Indian Bidders will be given from Scheduled Bank only. The Foreign Bidders will give Bank Guarantees from an Indian Bank situated in that country.

Annexure – 3 Comprehensive Maintenance Inspection

	Maintenance Inspection Checklist		
	Name of the Inspectors & Team Members		
Inspection Organization:			
Site Address:			
Inspection Date:			
Descriptions	Date of Complaint Received	Date of Complaint Rectified	Comments
AMC work to be required • Annexure - A - Item name			
Location			
Confirm the Performance of above mentioned Hardware equipment after the Maintenance. (Please Tick)	YES (Equipment is Working)	NO (Equipment is not Working)	
Signed by all Concerned persons with date and Seal / Stamp	Signed by Service Engineer	Signed by UP Secretariat	

Annexure – 4 Service Record Log sheet

	<p>UP Electronics Corporation Limited 10, Ashok Marg, Lucknow</p>
<ul style="list-style-type: none"> • Tender Reference No • UPLC's Order No 	<p>Name of the Engineers & Team Members:</p> <p>1. 2. - 5.</p>
<p>Visiting Month Year</p>	

SN	Date of Visit	Equipment Inspected / Serviced	Fault detected (Yes / No)	Remark
1				
2				
3				
...				
...				
10				

Name & Signature of Service Engineer
Mobile No

Name, Designation and Signature of Departmental
Official with Stamp
Mobile No

SELECTION OF AGENCY FOR COMPREHENSIVE ANNUAL MAINTENANCE
CONTRACT IN RESPECT OF EPABX SYSTEM INSTALLED AT UP SECRETARIAT
FOR A PERIOD OF ONE YEAR

Annexure-A
List of Hardware Items for One Year Comprehensive AMC

Bill of Material Covered in Existing IP EPABX System at Lok Bhawan			
Sr. No.	DESCRIPTION OF ITEM	UNIT	QTY
1	CAT 6, Data Gate Panel, 24 port (For- Voice Cables). Make: D-Link	Nos	65
2	Power Cat6 Data Gate Jack, Shuttered BLUE (For- Voice Cables). Make: D-Link	Nos	1,300
3	CAT 5E 50xRJ45 Voice Patch Panel 1 U (For- Voice Resource Cable)Make: D-Link	Nos	37
4	CAT 6 Patch cord, 1 Mtr, Grey. Make: D-Link	Nos	1,300
5	0.5mm ABCx10 Pair PE Insulated armoured Multipair Cables. Make: Delton/D-Link	Mtr.	2,000
6	0.5mm ABCx20 Pair PE Insulated armoured Multipair Cables.Make: Delton/D-Link	Mtr.	2,800
7	0.5mm ABCx50 Pair PE Insulated armoured Multipair Cables.Make: D-Link	Mtr.	900
8	0.5mm ABCx100 Pair PE Insulated armoured Multipair Cables etc.Make: Delton/D-Link	Mtr.	1,000
9	100% non blocking IP Ready integrated services digital network (ISDN) compatible voice over internet telephone (VOIP) ready and fully Hot StandBy EPABX System ecpandable upto 25000 ports presently equipped with:- 1.) 1500 Ports Analog Extensions (with CLI) + 500 IP Extensions 2.) 16 CO Trunks Ports (with CLI) 3.) 04 PRI Card (30 Channels each) 4.) Music on Hold 5.) Remote maintenance(inbulit Modem) 6.) Conference facility 7.) PC Based Operator Console Software 8.) Voicemail System 9.) Call billing Software Make: Tadiran	Set	1
10	Basic IP Phone- 2 VoIP accounts, 2x15 characters LCD, PoE. Make: Tadiran	Nos.	100
11	IP Video Phone - 7" 800x480 digital LCD, Touch screen HD Voice, full-duplex speakerphone, 4 VoIP accounts, 3-way video conferencing. Make: Tadiran	Nos.	10
12	IP Based Operator Console with 30 physical Programmable keys. Make: Tadiran	Nos.	2
13	PC Based Operator Console with PC. Make For Software : Tadiran Make For PC : Dell	Nos.	1

**SELECTION OF AGENCY FOR COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT IN
RESPECT OF EPABX SYSTEM INSTALLED AT UP SECRETARIAT FOR ONE YEAR**

14	Analog Phones with flash, mute, tone & pulse dialing, redial , Desk/Wall mountable, ringer LED, CLI (with display) complete with connecting cords & jacks as required. Make: Beetel	Nos.	350
15	Main distribution frame (MDF) Exchange Side of 2000 pairs. Make: D-Link	Nos.	1
16	Identical distribution frame (IDF) Customer Side of 2000 pairs. Make: D-Link	Nos.	1
17	Server Rack 42 U with below included: Server Rack 600W x 2000H x 1000D, Top cover with 4 x cutout, 2 x cutout for cable entry. Bottom cover with 4 x cutout for cable entry. All cutouts blanked with Plastic caps. 2 pairs, 42 U 19" Profile Type angle,Front & etc.Make: D-Link	Nos	3
18	FCBC and Batteries for providing 04 Hrs backup.	Set	1
19	Digital Phone with 22 Programmable Keys. Model: Flexset 281S	Nos	130
20	Beetel B-25 Phone for Lift Operator	Nos	21
21	Beetel M-70 Phone	Nos	10
22	Expansion Cabinet with DC Power Supply Make:Tadiran	Nos	2
23	75Amp FCBC without Batteries	Nos	1
24	24 Port Digital Extension card	Nos	6
25	08 Port Analog trunk card with CLI Facility	Nos	15
26	2DT (PRI) card (30 Channel)	Nos	1
27	MCP-ATS (Control Card)	Nos	1
28	Man Power for Operation 4 Person including 1 No.Engineer & 3 No. Technicians	Lot	1