



# U.P. Electronics Corporation Limited

## (A U.P. Government Undertaking)

### Request for Proposal (RFP)

For

### Empanelment of Business Associates for Conducting Computer Training Programs for Government/Semi- Government/other organizations

**Bid Reference** : UPLC:CET:Empanelment:2018  
E-tender Portal : <http://etender.up.nic.in>

#### Critical Dates

SN	Particulars	Date
1	Publishing Date	05-12-2018
2	Bid Submission Start Date	05-12-2018
3	Bid Submission End Date	19-12-2018 - 05:00 PM
4	Bid Opening Date	19-12-2018 - 06:00 PM

Place of Opening e-Bids : UP Electronics Corporation Ltd,  
10-Ashok Marg,  
Lucknow-226001

e-Bid Processing Fee : ₹ 1,000.00 (Rupees One Thousand only)  
(Non-refundable)  
Bid Security for Empanelment : ₹ 1,00,000.00 (Rupees One Lakhs only)

**Tender No: UPLC:CET:Empanelment:2018**

**U.P. Electronics Corporation Limited**

**(A U.P. Government Undertaking)**

**10, Ashok Marg, Lucknow**

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

**E-mail: [upclco@gmail.com](mailto:upclco@gmail.com)**

**Website: [www.uplc.in](http://www.uplc.in)**

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## Section I - Invitation for Bids

### 1.1. Introduction

- a. The Information Technology (IT) Act, 2000 enacted by the Government of India provides the necessary legal and regulatory framework in which we will use IT in our daily lives. This law has created the right environment for the entry of the private entrepreneur and at the same time, defines the standards of services to the consumers and mainly to the rural masses.

U.P. Electronics Corporation Ltd (UPLC) is the nodal agency appointed by the Government of Uttar Pradesh to provide IT/ITES solutions to the departments. One of the main objectives of the State Government's IT effort is to provide speedy, transparent, accountable and efficient conduct of Government Systems and Delivery of Services. The Government of UP shall use Information Technology as a tool to reduce poverty. The Government is the largest service provider to the rural masses who are handicapped by the lack of information. UPLC, being the nodal agency is committed to provide the necessary inventories for the spread of IT based education, health care, agriculture and allied information in the rural areas.

#### **SERVICES PROVIDED BY THE UPLC:**

1. To Provide IT Consultancy to Various State Government Establishments of Uttar Pradesh.
  2. To provide services as 'System Integrator' to Various State Government Establishments of Uttar Pradesh.
  3. To Provide Hardware Solutions with Installation, Commissioning and Warranty (ICW) to meet out the requirement of Various State Government Establishments of Uttar Pradesh.
  4. To Provide Software Solutions to cater to the requirement of Various State Government Establishments of Uttar Pradesh.
  5. To Provide IT&ITES Solution on a turnkey basis suitable for end-to-end or partial functioning of State Government Establishments.
  6. To provide Computer Education and Training to the officials of various Government Departments/ Organizations/Institutions
- b. UP Electronics Corporation Limited is providing Computer Training to employees of State Government Organizations that help to keep up-to-date trainees in latest IT / ITES Technologies so that they can deliver efficient good Government Services in better IT environment. This RFP is for empanelling Business Associates as training providers (by Self or through their franchisee network) to provide Computer Training to the employees of State Government organizations in Uttar Pradesh.
- c. Online proposals are invited for Empanelment of one or more Business Associates to provide Computer Training on the behalf of UP Electronics Corporation Limited (UPLC) to the employees of State Government organizations in Uttar Pradesh for implementation of Computer training and any other training services like Workshops, Capacity Building Programs.

- d. The Period for which Agreement shall be valid for 03 years from the date of signing of the agreement.
- e. The e-Bid Security is ₹ 1,00,000/- (**Rupees One Lakhs**) only. The Companies / Firms already empanelled with UPLC as Business Associates, need not apply against this RFP.
- f. The issue of this RFP does not imply that the UPLC is bound to empanel one or more Applicant(s) or to appoint the Selected Applicants, as the case may be, for the implementation of the computer training and the UPLC reserves the right to cancel any or all the e-Bids or annul the Bidding process without assigning any reason thereof.
- g. 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.
- h. The e-Bids shall be submitted **onlineonly** 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.

Phone: 0522- 2286808, 2286809 Fax: 0522-2288583

E-mail: upclco@gmail.com, Website: 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 Computer Training & Education, 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 empanelment, UPLC seeks a specific proposal responsive to this RFP in every respect and detail, rather than a mere compilation of materials and promotional information used in other transactions.

The Bidders are expected to examine all instructions, forms, terms, 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.

#### 1.4. Key Events & Dates

S. No.	Event	Target Date
1	Cost of Bid Document/Bid Processing Fee	INR ` 1,000/- (non-refundable) in the form of Demand Draft/Banker's Cheque of Nationalized /Scheduled Bank in favour of "U.P. Electronics Corporation Limited" Lucknow / Online eTender Portal Payment Gateway.
2	Publication of the RFP	05-12-2018
3	Starting Date for submission of Bids	05-12-2018
4	Last Date of receiving of queries through e-mail (upclko@gmail.com)	07-12-2018 upto 05:00 PM
5	Last date for submission of Bids	19-12-2018 upto 05:00 PM
	Date of opening of Technical Bid	19-12-2018 upto 06:00 PM
7	Bid Security for Empanelment Period	INR ₹ 1,00,000.00 (Rupees One Lakhs only) in the form of a Demand Draft/ Banker's Cheque Nationalized /Scheduled Bank in favour of "U.P. Electronics Corporation Limited" Lucknow / Online eTender Portal Payment Gateway..

##### a. Pre-Bid Queries

UPLC may incorporate any changes in the RFP based on acceptable suggestions received in the form of Pre-Bid queries. UPLC shall receive and respond to prospective Bidder's Pre-Bid queries as per the scheduled date and time of the RFP. The decision of UPLC regarding acceptability of any suggestion shall be final in this regard and shall not be called upon to question under any circumstances. It may not be possible to answer questions, which are received late. The responses to the queries shall be conveyed to all the prospective Bidders by way of hosting amendments/clarifications/corrigendum on the e-tender portal <http://etender.up.nic.in> in accordance with the respective clauses of the RFP within **12 working days** and no participant would be intimated individually about the response of UPLC. The Bidders are requested to send their consolidated queries to the official e-mail of UPLC only once and further queries sent by the Bidders shall not be entertained.

##### b. Amendment of RFP Document

At any time till **3 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

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. Applicants must read carefully the minimum conditions of eligibility (the "Conditions of Eligibility") provided herein. Proposals of only those applicants who satisfy the Conditions of Eligibility will be considered for evaluation. To be eligible for evaluation of its Proposal, the Applicant shall fulfil the following:

### 2.1 Technical Capacity:

SN	Clause	Documents Required
1.	<b>The Bidder should be registered in India (As a company or society or partnership firm or proprietary-ship firm or council)</b> should have been in operation for a period of at least 2 years in India.	<ul style="list-style-type: none"> <li>• <b>Certificate of Registration.</b></li> <li>• <b>Certificate of Commencement of Business issued by the Registration issuing Authority.</b></li> </ul>
2.	The Bidder should have Turn Over as mentioned in Qualification Criteria - in last three financial years: i.e. 2015-16, 2016-17 and 2017-18	<ul style="list-style-type: none"> <li>• Audited Balance Sheet and Profit &amp; Loss Statements for the last 3 years.</li> <li>• Turnover Certificate from Chartered Accountant.</li> </ul>
3.	The Bidder imparted Computer Training minimum or above 500 Beneficiary (under government department. other institutions scheme) in last three financial years i.e. 2015-16, 2016-17 and 2017-18.	<ul style="list-style-type: none"> <li>• Copies of Work Orders clearly indicating the purchase order issuer Dept/Org Name, Address &amp; Contact Numbers and total numbers of trainee.</li> </ul>
4.	The Bidder should have minimum or above 75 authorized own / franchisee computer training centre at districts in Uttar Pradesh.	<ul style="list-style-type: none"> <li>• Notorized Undertaking from the authorized signatory of the Bidder (for authorized own/ franchisee computer training centre).</li> </ul>
5.	The Authorized Signatory signing the Bid on behalf of the Bidder should be duly authorized by the Managing Director/ Board of Directors of the Bidding Company to sign the Bid and the Contract on their behalf.	<ul style="list-style-type: none"> <li>• A Certificate from the Managing Director/ Managing Partner of the Bidder certifying that the Bid signatory is authorized to do so.</li> </ul>
6.	The Bidder should have own Computer Training Centre with minimum 800 Sq feet Area, minimum 10 Computers, Lecture Room with capacity of 20-25 seats and Library.	<ul style="list-style-type: none"> <li>• Support document for Rent / Lease / Registry or relevant document of premises (computer training centre)</li> <li>• Documents required certifying area of computer training centre.</li> <li>• Details of computers &amp; peripherals.</li> <li>• Numbers of lecture rooms (with capacity of 20-25 seats).</li> <li>• Library with details of computer related books.</li> <li>• All documents should be duly signed by the bidder.</li> <li>• Details of faculties.</li> </ul>
7.	The Bidder should certify that they have support training mechanism through Uttar Pradesh, either directly through their Training Centre in Uttar Pradesh or through their authorized franchisees in Uttar Pradesh.	<ul style="list-style-type: none"> <li>• Notorized Undertaking from the authorized signatory of the Bidder.</li> </ul>



SN	Clause	Documents Required
7.	Undertaking on notarized Affidavit on ₹ 100/- non Judicial stamp Paper form the authorized signatory to effect that the bidder/any of its director/partners etc. is not blacklisted by any of the Ministry/department of Government of India/ State Governments/ any Court of Law.	<ul style="list-style-type: none"> <li>• Certificate from the Authorized Signatory to the effect that the Bidder is not blacklisted by any of the Ministry/ Department of Government of India/ State Governments.</li> </ul>
8.	The Bidder should have a GST and Permanent Account Number (PAN) issued by Income Tax Department.	<ul style="list-style-type: none"> <li>• Copy of each Certificate of the Bidder duly signed by the bidder.</li> </ul>
9.	The Bidder should have submitted Tender Document Fee (Bid Processing fees) and Security Deposit as mentioned in the RFP.	<ul style="list-style-type: none"> <li>• For Tender Fee: DD / Banker's Cheque of amount ₹ 1,000.00 (Non Refundable).</li> </ul>

## 2.2 Qualification Criteria:

**All the documents are mandatory. In absence required documents, the bid will be not accepted.**

SN	Clause	Maximum Marks
1A	The Bidder have minimum or above total turnover of ₹ 1.00 Crore in last three financial years: i.e. 2015-16, 2016-17 and 2017-18.	30
OR		
1B	The Bidder have minimum or above total turnover of ₹ 10 to 50 Lakh last three financial years: i.e. 2015-16, 2016-17 and 2017-18.	20
2A	The Bidder imparted Computer Training above 500 Employees / Students in last three financial years i.e. 2015-16, 2016-17 and 2017-18	30
OR		
2B	The Bidder imparted Computer Training equal & above upto 500 Employees / Students in last three financial years i.e. 2015-16, 2016-17 and 2017-18	20
3A	The Bidder should have minimum or above 75 authorized computer-training franchisees at districts in Uttar Pradesh.	15
OR		
3B	The Bidder should have equal & above upto 50 authorized computer-training franchisees at districts in Uttar Pradesh.	10
4	The Bidder should have own Computer Training Centre with minimum 800 Sq feet Area, minimum 10 Computers, Lecture Room with capacity of 20-25 seats and Library.	25

**Minimum Qualifying Marks will be 75 Marks**

## 2.3 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.

## Section III- Scope of Work

### 3.1 Scope of work

- 3.1.1 The selected bidders shall be authorized for proposing, procuring and executing the Computer Training programs for the officials of the Government Departments in the name of UP Electronics Corporation Limited.
- 3.1.2 UPLC shall issue a certificate authorizing the 'BUSINESS ASSOCIATE IN COMPUTER TRAINING' to start the execution of Government Training Programs to Officials of Government Departments after signing the Agreement between UPLC and Selected Bidder. After issue of the said Certificate the 'BUSINESS ASSOCIATE IN COMPUTER TRAINING' shall be entitled to start their Authorized Training Centre of UP Electronics Corporation Limited under the Agreement.
- 3.1.3 Selected 'BUSINESS ASSOCIATE IN COMPUTER TRAINING' shall be responsible for formulating and implementing a marketing strategy for Computer Training to Government Departments and others which shall be implemented with the prior approval of UPLC.
- 3.1.4 Selected 'BUSINESS ASSOCIATE IN COMPUTER TRAINING' through its own efforts shall procure the WORK ORDER and the payments from the Government Departments in the name of UP Electronics Corporation Limited only. For further action the 'BUSINESS ASSOCIATE IN COMPUTER TRAINING' shall send these documents/ instruments to the office of UPLC.
- 3.1.5 The Centre of UPLC will have the first preference for imparting the Computer Training. However in case the training is less than 20 trainees of one or more Govt. Department at a time then Business Associate in Computer Training shall be required to obtain prior approval of UPLC in writing for conducting such training at their own centre.
- 3.1.6 On satisfactory completion of the training, the 'BUSINESS ASSOCIATE IN COMPUTER TRAINING' shall send to UPLC, the list of candidates with their contact numbers, Satisfactory Completion Report issued in favour of UPLC from Competent authority of department, their attendance sheet with stamp sized photograph, who have completed the training with their recommendations for issuance of certificates, in return, UP Electronics Corporation Limited shall issue Certificates to the successful candidates.
- 3.1.7 The 'BUSINESS ASSOCIATE IN COMPUTER TRAINING' will handover the Certificate issued by UPLC to the concerned Government Department.
- 3.1.8 The 'BUSINESS ASSOCIATE IN COMPUTER TRAINING' shall not make any effort or conduct the computer training outside the state the Territorial limits of state of Uttar Pradesh.
- 3.1.9 The 'BUSINESS ASSOCIATE IN COMPUTER TRAINING' shall ensure the quality of training at their Authorized Training Centre in accordance with instructions and standards set up by UPLC from time to time and UPLC shall conduct checking and satisfy itself as regards the quality of classes, level of proficiency reached by the Officials of Government Department.

3.1.10 The 'BUSINESS ASSOCIATE IN COMPUTER TRAINING' shall display and maintain the name of their Authorized Corporate Training Centre only under approval from UP Electronics Corporation Limited at the premises where training shall be conducted, in the form and style as approved by UPLC.

3.1.11 **Payment Terms:**

- a) The 'BUSINESS ASSOCIATE IN COMPUTER TRAINING' shall be entitled to get 85% of total project cost received from the various departments of Government, in case they use their own infrastructure.
- b) The 'BUSINESS ASSOCIATE IN COMPUTER TRAINING' shall be entitled to get 70% of total project cost received from the various departments of Government, in case they use the infrastructure of U. P. Electronics Corporation Limited.
- c) The payment procedure to the 'BUSINESS ASSOCIATE IN COMPUTER TRAINING' would be as follows:
  - I. 25% of total programme cost will be paid immediately after receiving the payment from the Government Department.
  - II. 25% of payment will be paid after receiving the next installment and verification for the completion of 50% training.
  - III. The remaining share will be paid after completion of the entire training programme.

3.1.12 **Evaluation & Review:** - Evaluation of the performance of the BUSINESS ASSOCIATE on a pre-defined set of criteria against the deliverables, timelines and targets on a six monthly basis.

3.1.13 BUSINESS ASSOCIATE will conduct the Computer Training as per the duration, course, syllabus; course fee mentioned the Government Orders issued from Department of Information Technology & Electronics, Uttar Pradesh.

3.1.14 **Assessment:** UPLC will prepare the question paper and evaluate the answer sheet for trainees who successfully complete the training.

3.1.15 Where UPLC procures the order with its own efforts or any other such condition then the revenue sharing modalities shall be fixed by UPLC on case-to-case basis.

3.1.16 The UPLC/ any Authorized Centre will not contact any Department of Government in which the 'BUSINESS ASSOCIATE IN COMPUTER TRAINING' has already applied for training and 'BUSINESS ASSOCIATE IN COMPUTER TRAINING' keep UPLC informed for arranging the training program.

3.1.17 UPLC shall make proportionate deduction from the payments of the 'BUSINESS ASSOCIATE IN COMPUTER TRAINING' in case the payment received by UPLC is deducted by the Government Department.

3.1.18 In case, UPLC receive the order value above than ₹ 1,00,000/- from the Department, then e-Tendering will applicable among the empanelled Business Associates.

3.1.19 Any statutory duties or taxes (GST/ TDS etc.) whatsoever payable to the Government shall

- be deducted by UPLC from the share payable to the 'BUSINESS ASSOCIATE IN COMPUTER TRAINING', if not paid by concern department.
- 3.1.20 UPLC shall conduct from time to time inspection of their Authorized Corporate Training Centre, its records, accounts, procedures and all other things and prescribe corrective methods to promote the interests of UPLC and/ or 'BUSINESS ASSOCIATE IN COMPUTER TRAINING'.
- 3.1.21 The 'BUSINESS ASSOCIATE IN COMPUTER TRAINING' agrees that UPLC or its agents shall at all reasonable times have the right to examine and/ or cause audit of the Books and Accounts of the 'BUSINESS ASSOCIATE IN COMPUTER TRAINING' to verify the facts and figures reported or otherwise. The 'BUSINESS ASSOCIATE IN COMPUTER TRAINING' shall give all assistance and Co-operation and shall also be bound to furnish information requisitioned by UPLC or its representative.
- 3.1.22 The following details and such other reports as may be required by UPLC, shall be sent by the 'BUSINESS ASSOCIATE IN COMPUTER TRAINING' for each training programme to UP Electronics Corporation Limited:
- a) Attendance sheet during the training session.
  - b) List of Candidates, their Contact Numbers with stamp sized photograph of candidates.
  - c) Photographs of Inauguration of Training, during receiving the tool kits (Study Material, Identity Card etc), during training session, during the examination and media coverage.
  - d) Attendance Sheet of Examinations.
  - e) Successful Training Completion Report, which duly stamped and clearly indicate the name of signing official, his designation and letter reference numbers etc
- 3.1.23 The 'BUSINESS ASSOCIATE IN COMPUTER TRAINING' shall submit a Profit & Loss Statement and a Balance Sheet of its business to UPLC for each preceding financial year of the 'BUSINESS ASSOCIATE IN COMPUTER TRAINING' within 3 months of the close of the financial year.
- 3.1.24 The 'BUSINESS ASSOCIATE IN COMPUTER TRAINING' will deposit refundable security of ₹ 3,00,000.00 (Rupees Three Lacs only) with UPLC within one month from the date of the Agreement.
- 3.1.25 It is expressly agreed by and between the parties that in case the Business Associate in Computer Training with UPLC fails to deposit any of the installments of the Security deposit hereinabove provided then this Agreement shall stand Terminated and the deposited amount by way of Security deposit, shall stand forfeited.
- 3.1.26 It is further that in case the Business Associates in Computer Training with UPLC is not able to generate contribution to this Corporation of a minimum sum of ₹ 3,00,000.00 (Rupees Three Lacs only) annually then 50% of the security deposit of ₹ 3,00,000.00 (Rupees Three Lacs only) would be forfeited by UPLC and the Agreement shall stand Terminated.
- 3.1.27 **Period of the Agreement:** The Agreement shall remain valid up to 03 years from signing

of Agreement, unless it is terminated earlier.

- 3.1.28 The 'BUSINESS ASSOCIATE IN COMPUTER TRAINING' shall be wholly and exclusively responsible to operate the Authorized Corporate Training Centers in accordance with all applicable laws including laws relating to Consumer Protection Act, MRTP Act, Shops and Commercial Establishment Act, health, cleanliness, workman, compensation and working conditions, payment of wages etc. and that shall not be called in question in any such matter.
- 3.1.29 UPLC shall have the right to terminate this agreement forthwith in the event the 'BUSINESS ASSOCIATE IN COMPUTER TRAINING' questions, disputes or attacks the validity, rights, title or interest of UPLC as UPLC's Trade Marks, Trade Names, Designs, Patents, Copyrights or other intellectual property rights and other material whether copyright or not.
- 3.1.30 The 'BUSINESS ASSOCIATE IN COMPUTER TRAINING' shall not incorporate in his trade Names or Trade Style any Trade Mark, Names or Designs of UPLC or any words or design deceptively and confusingly similar thereto. Any display or use by the 'BUSINESS ASSOCIATE IN COMPUTER TRAINING' of UPLC's Trade Marks and Trade Names or Designs shall be only pursuant to UPLC's directions only.
- 3.1.31 The 'BUSINESS ASSOCIATE IN COMPUTER TRAINING' is an independent contractor. Nothing herein contained shall constitute the 'BUSINESS ASSOCIATE IN COMPUTER TRAINING' an agent, legal representative, partner, subsidiary, joint venture or employee of UPLC. The 'BUSINESS ASSOCIATE IN COMPUTER TRAINING' shall have no right or power and shall not bind or obligate UPLC in any way, manner or thing whatsoever, nor represent that the any right to do so.
- 3.1.32 In all public records and in its relationship with other persons, on letter heads, business forms and other stationery, 'BUSINESS ASSOCIATE IN COMPUTER TRAINING' shall indicate its independent ownership of the said business and Authorized Computer Training Centers of U.P. Electronics Corporation Limited is under a license. That this agreement is a non-exclusive agreement and UPLC shall have the rights to appoint other business associates on non-exclusive basis.
- 3.1.33 This agreement is subject to approval and ratification by the Board of Directors of UPLC. Any matter not specifically stated here but found to be relevant in future to promote the business and also to protect the profile and interest of UPLC, which may be decided by the management of UPLC and it will be binding on the business associates for its implementation in letter and spirit.
- 3.1.34 The 'BUSINESS ASSOCIATE IN COMPUTER TRAINING' is responsible for all loss or damages to third persons originating in or in connection with the negligence of the 'BUSINESS ASSOCIATE IN COMPUTER TRAINING', its servants or agents in the conduct of the Authorized Corporate Training Centers for all claims or demands for damages or for injury, illness or death of employees or other persons at the Center directly or indirectly resulting there from and the 'BUSINESS ASSOCIATE IN COMPUTER TRAINING'.

3.1.35 The 'BUSINESS ASSOCIATE IN COMPUTER TRAINING' and the guarantor shall be obliged to promptly intimate to UPLC regarding any activity in the area, which may amount to unlawful use of either UPLC's, Trade Marks, Trade Names, Designs and Copyrights, which may come to the notice of the 'BUSINESS ASSOCIATE IN COMPUTER TRAINING'. If in the opinion of UPLC, the said activity is result of the act of either the 'BUSINESS ASSOCIATE IN COMPUTER TRAINING' itself or any of its directors and associates, the 'BUSINESS ASSOCIATE IN COMPUTER TRAINING' hereby indemnifies UPLC in respect of all expenses which may be incurred in stopping such activity. In the events of any employees of the 'BUSINESS ASSOCIATE IN COMPUTER TRAINING' indulging in any such activity the 'BUSINESS ASSOCIATE IN COMPUTER TRAINING' shall terminate his services, as the case may be, and the 'BUSINESS ASSOCIATE IN COMPUTER TRAINING' agrees to assist and co-operate UPLC in taking appropriate action and further agrees to commence such action required to be taken under law.

3.1.36 That strict adherence to the requirements of this agreement is expressly made a condition of the agreement. Default in performance or any terms of this agreement will be sufficient ground for UPLC, and without prejudice to any other rights or remedies provided for hereunder or by law or equity, UPLC shall have the right to terminate this agreement without compensation by giving notice of a reasonable period in writing to the 'BUSINESS ASSOCIATE IN COMPUTER TRAINING'. To illustrate, all and any of the following shall constitute conditions of the agreement:

- 1) If the 'BUSINESS ASSOCIATE IN COMPUTER TRAINING' is unable to pay its debts or enters into any compromise or arrangement with its creditors or action is initiated for winding up or liquidation of the 'BUSINESS ASSOCIATE IN COMPUTER TRAINING'.
- 2) If the 'BUSINESS ASSOCIATE IN COMPUTER TRAINING' fails to maintain the standards as set forth by UPLC under the agreement.
- 3) If the 'BUSINESS ASSOCIATE IN COMPUTER TRAINING' carries out or knowingly permits to be carried out any activity at the Authorized Corporate Training Centre which would in the unfettered opinion of UPLC bring UPLC or the 'BUSINESS ASSOCIATE IN COMPUTER TRAINING' into bad repute.
- 4) Not providing the quality services to the candidates attending the training.
- 5) Copying, lending, hiring, transmitting, modifying, altering or otherwise using the guidelines provided by UPLC for purposes and under terms and conditions other than those prescribed by or implied in this agreement, by the 'BUSINESS ASSOCIATE IN COMPUTER TRAINING' or its employees, or otherwise violets the secrecy clause.
- 6) Sub-licensing.
- 7) Expending or extending capacity and operations or conducting UPLC training programme other than those covered herein without UPLC's permissions in writing.
- 8) Using the infrastructure and resources dedicated under this agreement for

purposes outside the purview of the agreement.

9) Withholding information/ instruments and access or otherwise hindering UPLC's designated representatives from freely carrying out inspections and visits as envisaged under the Agreement.

10) Unauthorisedly using the trade name "UPLC".

11) In the event of, if the partnership firm dissolved in any manner.

3.1.37 The 'BUSINESS ASSOCIATE IN COMPUTER TRAINING' commits any other breach of any of its obligations hereunder and 'BUSINESS ASSOCIATE IN COMPUTER TRAINING' fails to remedy any such breach within 30 days following the receipt of written notice from UPLC to remedy the same or any other breach of any of its obligations hereunder where the same is not capable of remedy.

3.1.38 The failure of UPLC to exercise any right power or option given to it hereunder, or to insist upon strict compliance with the terms hereof by the 'BUSINESS ASSOCIATE IN COMPUTER TRAINING' shall not constitute a waiver of the terms and conditions of this agreement with respect to any other or subsequent breach thereof nor a waiver by UPLC of its rights at any time thereafter to require strict compliance with all the terms thereof. It is clearly understood by the parties hereto that the rights and remedies under this agreement available to UPLC shall be in addition to and not in substitution of the rights and remedies available under any other law.

3.1.39 That the Courts of Lucknow only shall have exclusive jurisdiction in all matters relating to this Agreement.

3.1.40 That in the event if any court of law invalidates any of the clause (s) of this agreement the remaining clauses of these presents shall continue to be binding on both the parties.

## Section IV- Instructions to Bidders

### 4.1 Instructions to the Bidders

- a. The Bidders should submit their bids online 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 Bidswell advance in time.
- c. The proposal and all correspondence and documents shall be written in English. In case of accompanying literature or brochures etc. being in a language other than English, a certified translation should accompany the documents as a part of the RFP. All proposals and accompanying documentation will become the property of UPLC and will not be returned.
- d. The bidders should submit their e-Bid considering the server time displayed in the e-Procurement website. This server time is the time by which the e-Bid submission activity will be allowed till the permissible time on the last/end date of submission indicated in the e-tender schedule.
- e. Once the e-Bid submission date and time is over, the bidders cannot submit their e-Bid. The bidders shall only be held responsible for any delay and whatsoever reason in submission of e-Bid.
- f. Technical Bids will be electronically opened at 05:00 PM on 02 March 2016 at 05:00 PM or onwards in UPLC.
- g. 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.
- h. 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.
- i. At any point of time, a bidder can withdraw his/her e-Bid submitted online before the bid submission end date and time. For withdrawing, the bidder should first log in using his/ her Login Id and Password and subsequently by his/her Digital Signature Certificate on the e-Procurement website <http://etender.up.nic.in>. The bidder should then select "My Bids" option in the Bid Submission menu. The page listing all the bids submitted by the bidder will be displayed. Click "View" to see the details of the e-Bid to be withdrawn. After selecting the "Bid Withdrawal" option, the bidder has to click "Yes" to the message "Do you want to withdraw



this bid?" displayed in the Bid Information window for the selected bid. The bidder also has to enter the bid Withdrawing reasons and upload the letter giving the reasons for withdrawing before clicking the "Submit" button. The bidder has to confirm again by pressing "Ok" button before finally withdrawing his/her selected e-Bid.

- j. 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.
- k. 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
- l. 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.
- m. 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.
- n. No e-Bid can be resubmitted subsequently after the deadline for submission of e-Bids.

#### **4.2 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 must ensure that he/she should possess Class-2/Class-3 DSC issued by any certifying

authorities approved by Controller of Certifying Authorities, Government of India, as the e-Procurement website <http://etender.up.nic.in> is presently accepting DSCs issued by these authorities only. The bidder can obtain User Login Id and perform DSC registration exercise as described in clauses (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.

- d. The Bidder shall be required to use own Digital Signature while uploading its Bid. The Bidder shall be required to upload the Bid using its Digital Signature only. Failure to comply or usage of Digital signature of other firm shall be liable for rejection of the Bid.**
- e. The bidder can search for active tenders through "Search Active tenders" link, select a tender in which he/she is interested in and then move it to 'My Tenders' folder using the options available in the e-Bid Submission menu. After selecting and viewing the tender, for which the bidder intends to e-Bid, from "My Tenders" folder, the bidder can place his/her e-Bid by clicking "Pay Offline" option available at the end of the view tender details form. Before this, the bidder should download the e-tender document and Price Schedule/ Bill of Quantity (BOQ) and study them carefully. The bidder should keep all the documents ready as per the requirements of e-tender document in the PDF format except the Price Schedule/Bill of Quantity (BOQ), which should be in the XLS format (Excel sheet).
- f. After clicking the 'Pay Offline' option, the bidder will be redirected to the Terms and Conditions page. The bidder should read the Terms & Conditions before proceeding to fill in the details, the bidder should click "Encrypt & Upload" option given in the offline payment details form so that "Bid Document Preparation and Submission" window appears to upload the documents as per Technical (Qualification details, e-Bid Form and Technical Specification details) and 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 computer. 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 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.

### 4.3 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 the person or persons signing the Bid shall initial such corrections.

### 4.4 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.

### 4.5 Clarification on RFP

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

**Table: Clarification Format**

Sr. No	Section No.	Clause No.	Page No.	Actual Clause	Clarification Sought
..	..	..	..	..	..

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

### 4.6 Documents Comprising the Bids

The Proposal shall have One Cover System for this RFP:

- i. Technical Bid.

Proposal submitted by the Bidder shall comprise the following:

- a. Proposal covering letter and Technical Documents as prescribed in the **Section VI** of this RFP.
- b. Any other information that is required to be submitted in the proposal process.

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.**

### 4.7 Bid Security

- a. Bidders shall submit, along with their Bids, Bid security of ₹ 1,00,000.00 (Rupees One Lakhs

**only**), in the form of a Demand Draft in favour of "U.P. Electronics Corporation Limited" payable at Lucknow. Bid Security in any other form will not be entertained.

- b. The Bid Security of the Successful Bidder would be returned after expiration of Agreement period subject to the terms & conditions mentioned in RFP.

#### **4.8 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).

#### **4.9 Local Conditions**

- a. It will be incumbent upon each Bidder to fully acquaint himself with the city/local conditions and other relevant factors for providing computer training, 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.

#### **4.10 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.

#### **4.11 Opening of Bids**

##### **4.11.1 Opening of Technical Bid**

The Bid shall be opened in the presence of Bidders' representatives (only one) who choose to attend the Bid opening sessions on the specified date, time and address. The Bidder's 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.

#### **4.12 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 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.

#### **4.13 Bids Not Considered For Evaluation**

Bids that are rejected during the Bid opening process due to incomplete documentation.

#### **4.14 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. The Bidder needs to strictly adhere to the formats provided in **section VI** and provide information against each of the line items. Any non-conformance shall constitute a deviation from RFP conditions.
- c. 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.

#### **4.15 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.

#### **4.16 UPLC's right to vary Scope of Work at the time of Award**

UPLC reserves the right to alter the scope of work. 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 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.

#### **4.17 UPLC's Right to Accept Any Bid and to reject any or All Bids**

UPLC reserves the right to accept or reject any proposal, and to annul the tendering process and reject all proposals at any time prior to award of work, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for UPLC's action.

#### **4.18 Notification of Empanelment**

##### **4.18.1 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 for empanelment, that its proposal has been accepted. The letter of Empanelment will be issued after signing the Agreement.

#### **4.19 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.

#### **4.20 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 Security Deposit.

#### **4.21 Security Deposit 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 Empanelment) from UPLC, an unconditional and irrevocable Security Deposit (SD) from a Scheduled Bank acceptable to UPLC, payable on demand, for the due performance and fulfillment of the Agreement by the Bidder.
- b. The Security Deposit may be submitted as Demand Draft from a Scheduled Bank.
- c. All incidental charges whatsoever such as premium, commission etc. with respect to the Security Deposit shall be borne by the Bidder. The PSD 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 Security Deposit.

#### **4.22 Confidentiality of the Document**

This RFP is a confidential document and the Bidders shall ensure that anything contained in this RFP shall not be disclosed in any manner, whatsoever.

#### **4.23 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. The Bidder qualifies the proposal with his own conditions.
  - iii. Proposal is received in incomplete form or Proposal is not accompanied by all the requisite documents.
  - iv. 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.
  - v. Bidder tries to influence the proposal evaluation process by unlawful means at any point of time during the Bid process.
  - vi. 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.
  - vii. Bidder fails to deposit the Security Deposit prior to signing of the Agreement or fails to enter into an Agreement within 15 working days of the date of Letter of letter for empanelment 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 three 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;

#### **4.24 Income Tax Liability**

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



## Section V – General Conditions of Agreement

### 5.1 Definitions

- i. "**Applicable Law**" means the laws and any other instruments having the force of law in India for the time being.
- ii. "**Business Associate**" shall mean the Bidder Company after selection through the RFP.
- 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. "**Bidder**" shall mean an Individual Company / Firm registered under the Companies Act, 1956 or Partnership Firm or Proprietorship Firm or Society registered under Society Act, which participates in the Bidding process.
- v. "**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.
- vi. "**UPLC**" shall mean U.P. Electronics Corporation Limited
- vii. "**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.
- viii. "**Day**" means calendar day.
- ix. "**Deliverables**" means the services agreed to be delivered by the Business Associate 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. "**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. "**Security Deposit**" shall mean the guarantee provided by the Bidder in favor of UPLC for an amount specified in the RFP.
- xv. "**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.
- xvi. "**Third Party**" means any person or entity other than the Government, UPLC, and Bidder.

## 5.2 Representations & Warranties

- a. The Business Associate 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 Agreement;
  - ii. Agreement is executed by a duly authorized representative of Bidder;
  - iii. it shall discharge its obligations under the Agreement with due skill, care and diligence.
  - iv. The Business Associateshould 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 Business Associate is unable to meet the obligations pursuant to the implementation of the work& Provision of services and any related scope of work as stated in theAgreement, UPLC shall have the option to invoke the Security Deposit after serving a written notice of 30 (Thirty) days on the Business Associate.

## 5.3 Scope of Work/Agreement

- a. Scope of work shall be as defined in the Agreement, Scope of Work annexes thereto of this RFP.
- b. UPLC has engaged the **Business Associates for Conducting Computer Training Programs for Uttar Pradesh State Government Organizations**. The Business Associate is required to perform the work during the term of theAgreement and includes all such processes and activities which are consistent with the proposals set forth in the Bid, the RFP and the 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 theAgreement are an inherent, necessary or customary part of the Services or are required for proper performance or provision of the Services in accordance with the 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.

## 5.4 Security Deposit

Within 15 (fifteen) days after the receipt of notification of Empanelmentfrom UPLC the successful Bidder shall furnish Security Deposit to UPLC, which shall be in the form of a Demand Draft from a Scheduled Bank.

## 5.5 Business Associate's Obligations

- a. The Business Associate shall:
- i. Provide Computer Training 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. Obtain all necessary approvals from the concerned departments before commencing computer training on the site specified by UPLC/Department. However, UPLC shall provide full assistance in obtaining the requisite approvals.
  - iii. 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.
  - iv. Ensure that the Business Associate's Team is competent, professional and possesses the requisite experience appropriate to the task they are required to perform under Contract. The Business Associate shall ensure that the services are performed through the efforts of the Business Associate's Team, in accordance with the terms hereof and to the satisfaction of UPLC. Nothing in this Agreement relieves the Business Associate 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.
  - v. Monitor progress of all the activities specified under contract, as and when required by the UPLC.
  - vi. Be deemed to mean that the Business Associate possesses the knowledge of all the requirements pertaining to the installation, Transportation, operating, running as stipulated in the RFP including but not limited to environmental, geographical, demographic and physical conditions and all criteria required to perform the operations.
    - i. The Business Associate 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 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, Business Associate detects any obstructions affecting the work, the Business Associate shall take all measures to overcome them.
    - ii. Business Associate 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 Business Associate undertaking the work shall cover all the Business Associate'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 Business Associate takes in the absence of specific instructions from UPLC's representative.

## **5.6 Business Associate's Team**

- a. The Business Associate 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 at the site identified by UPLC / Department for carrying out the work.
- c. UPLC's representative may at any time object to and require the Business Associate to remove forthwith any authorized representative or employee of the Business Associate or any person(s) deployed by Business Associate, if in the opinion of UPLC's representative the person in question has mis-conducted himself or his deployment is otherwise considered undesirable by UPLC's representative the Business Associate shall forthwith remove and shall not again deploy the person in question of the work site without the written consent of UPLC's representative.

## **5.7 Statutory Requirements**

- a. During the tenure of the Agreement nothing shall be done by the Business Associate 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.

## **5.8 Risk Management**

Business Associate shall at his own expense adopt suitable Risk Management methodology to mitigate all risks assumed by the Business Associate under this Agreement. Business Associate 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 Business Associate 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 State Government Department will have no liability on this account.

## **5.9 Indemnity**

- a. The Business Associate shall indemnify 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 Business Associate or the Business Associate's Team in connection with or incidental to the Agreement; or
  - ii. A breach of any of the terms of Business Associate's Bid as agreed, the RFP and the Agreement by the Business Associate or the Business Associate's Team.
- b. The indemnity shall be to the extent of 100% in favour of UPLC.

## **5.10 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 mentioned in RFP.

- 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.

### **5.11 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.

### **5.12 Suspension of Work**

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.

### **5.13 Payment Schedule**

- a. Payments will be released by UPLC only on satisfactory acceptance of services by UPLC/Department.
- b. Payments will be released by UPLC subject to the payment received from Department.
- c. All payments to be made to the Business Associate 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, GST, charges and levies (central or state or local); will be to the account of Business Associate.
- d. The Business Associate shall also bear all personal/income taxes levied or imposed on its personnel on account of payment received under this Agreement. Business Associate 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.

### **5.14 Invoicing**

- a. In respect of its remuneration, the Business Associate shall be eligible to receive in accordance with the Terms of Payments Schedule. Subject to the specific terms of each Service Level Agreement, the Business Associates submit its invoices in accordance with the following principles:
  - i. The Business Associate for Computer Training shall invoice UPLC.
  - ii. The invoice shall be submitted along with the necessary approval/sign-off/acceptance certification for the respective deliverables linked with the payment, failing which the UPLC reserves the right to reject the invoices.
  - iii. UPLC shall be entitled to delay or withhold payment of any invoice or part of it delivered by the Business Associate where UPLC disputes such invoice or part of it provided that such dispute is bona fide. 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/Department, under this Section shall not entitle the Business Associate to delay or withhold provision of the Services.

### **5.15 Default by the Business Associate**

The failure on the part of the Business Associate 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 Business Associate. The events of default as mentioned above may include but not limited to inter alia the following also:

- a. The Business Associate has failed to provide Computer Training as per Scope of Work set out in the RFP.
- b. The Business Associate has failed to adhere to any of the key performance indicators as may be in terms of failure to adhere to timelines, specifications, requirements or any other criteria as defined by UPLC.
- c. The Business Associate has failed to conform with any of the Service/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.
- d. 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 Business Associate.
- e. The Business Associate has failed to comply with or is in breach or contravention of any applicable laws.
- f. In the event of default, UPLC may by a written notice of suspension to the Business Associate, suspend all payments to the Business Associate under the Agreement.
- g. UPLC reserves the right to terminate the Agreement with 30 days notice.

### **5.16 Termination of the Agreement by Business Associate**

- a. UPLC retain such amounts from the payment due and payable by UPLC to the Business Associate of overall Agreement value for 1 year as may be required to offset any losses caused to UPLC as a result of such event of default and the Business Associate 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 Business Associate 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 Security Deposits hereunder, enforce the deed of indemnity, recover such other costs/losses and other amounts from the Business Associate may have resulted from such default and pursue such other rights and/or remedies that may be available to UPLC under law.

### **5.17 Termination**

#### **a. By UPLC:**

UPLC may terminate this Agreement in case of the occurrence of any of the events specified in paragraphs (i) through (vii) of this **Section 5.17 (a)**. In such an occurrence "UPLC" shall give a not

less than thirty (30) days' written notice of termination to the Business Associate, and sixty (60) days' in case of the event referred to in (viii).

- i. If the Business Associate fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to **Section 5.12** 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 Business Associate becomes insolvent or goes into liquidation or receivership whether compulsory or voluntary. Conversely if UPLC apprehends a similar event regarding the Business Associate, it can exercise the right of termination in the manner stated hereinabove.
  - iii. If the Business Associate fails to comply with any final decision reached as a result of arbitration proceedings.
  - iv. If the Business Associate, in the judgment of UPLC, has engaged in corrupt or fraudulent practices in competing for or in executing this Agreement.
  - v. If the Business Associate submits to UPLC a false statement which has a material effect on the rights, obligations or interests of UPLC.
  - vi. If the Business Associate places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to UPLC.
  - vii. If the Business Associate 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 Business Associate to improve the quality of the services and Business Associate fails to improve the quality of services.
  - viii. If, as the result of Force Majeure, the Business Associate 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 Business Associate gets blacklisted by any other Ministry/Department of Government of India or State Governments during the course of the project or if Business Associate is convicted in a legal/tax evasion case or on account of any other legal misconduct of the Business Associate.
- c. On termination of the Agreement for any reason, the SLAs shall automatically terminate forthwith except those that are specified to operate on termination of Agreement and UPLC will decide the appropriate course of action.
- d. The termination provisions set out in this Agreement shall also apply to the SLAs.
- e. By the Business Associate:**

The Business Associate may terminate the 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 (After receipt from Dept) to the Business Associate pursuant to the Agreement and not subject to dispute pursuant to this Agreement hereof within forty-five (45) days after receiving written notice from the Business Associate that such payment is overdue.
- ii. If, as the result of Force Majeure, the Business Associate is unable to perform a material portion of the services for a period of not less than sixty (60) days.
- 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 the Agreement and has not remedied the same within forty-five (45) days (or such longer period as the Business Associate may have subsequently approved in writing) following the receipt by UPLC of the Business Associate's notice specifying such breach.

**f. Cessation of Rights & Obligations:**

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

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

**g. Cessation of Services:**

Upon termination of the Agreement by notice of either Party to the other pursuant to the Agreement hereof, the Business Associate 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 Business Associate should continue at least for a period of 30 days unless UPLC waives such period.

**h. Payment upon Termination:**

Upon termination of this Agreement pursuant to **Section 5.17** hereof, "UPLC" shall make the following payments to the Business Associate:

- i. If the Agreement is terminated pursuant to **Section 5.17 (a) (viii, ix) or 5.17 (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 5.17 (a) (i) to (vii)**, the Business Associate 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 Business Associate will be required to pay any such liquidated damages UPLC within 30 days of termination date.



## **5.18 Penalty**

In the event, the Business Associate fails to meet the responsibilities as stipulated in the RFP or any damages caused by Business Associate including its employees, contractors to UPLC/ Organisation properties, personnel, data etc, the Business Associate 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.

## **5.19 Liquidated Damages**

In the event, the Business Associate (i) fails to meet the milestones provided as per the RFP, UPLC shall without prejudice to his other rights and remedies, reserve the right to invoke the entire security deposit and even terminate the Agreement.

## **5.20 Approvals**

The Business Associate shall be responsible for obtaining approvals for any Statutory and Regulatory requirements (if any) from the authorities. Further, the Business Associate shall be responsible to get required documentation completed for obtaining such approvals. The Business Associate 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 Business Associate in this regard.

## **5.21 Dispute Resolution**

### **a. Amicable Settlement**

Performance of the Agreement is governed by the terms and conditions of the Agreement. In case a dispute arises between the parties regarding any matter under the Agreement, either Party of the Agreement may send a written Notice of Dispute to the other party. The Party receiving the Notice of Dispute will consider the Notice and respond to it in writing within 30 days after receipt. If that party fails to respond within 30 days, or the dispute cannot be amicably settled within 60 days following the response of that party, **Section 5.21 (b)** shall become applicable

### **b. Arbitration**

- i. The all disputes and differences of whatsoever nature arising out of or concerning this agreement, whether during its terms or after expiry thereof or prior termination shall be referred to the Sole Arbitrator to the Principal Secretary, Judicial of Uttar Pradesh Government, whose decision shall be binding on all the parties to this Agreement. The venue of the Arbitration shall be Lucknow only. Courts at Lucknow only shall have exclusive jurisdiction concerning this Agreement.
- ii. 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 State

Government Department with powers to adjudicate upon disputes between UPLC and the Business Associate, all Disputes arising after such constitution shall instead of reference to arbitration, 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**

UPLC and the Business Associate shall share the expenses of the arbitrator as determined by the arbitrator equally. 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.**

**5.22 Limitation of the Bidder's Liability towards UPLC**

- a. Except in case of gross negligence or willful misconduct on the part of the Business Associate in carrying out the services, the Business Associate, with respect to damage caused by the Business Associate 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 Business Associate may be liable to receive from any insurance maintained by the Business Associate to cover such a liability, whichever is higher
- b. This limitation of liability shall not affect the Business Associate's liability, if any, for damage to Third Parties caused by the Business Associate or any person or firm acting on behalf of the Business Associate 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 twenty four 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.

### **5.23 Conflict of Interest**

- a. The Business Associate 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 Business Associate should not be engaged in any such business (excluding any work assigned to them by UPLC), which has conflict of interest with the Project for which the Bids are being submitted.
- c. Interest with one or more parties in this Bidding process. Participation by Bidder(s) with a conflict of interest situation would be examined by UPLC and appropriate decision would be taken which may also include disqualification of all Bids in which it is involved.
- d. A firm shall be considered to have a conflict of interest if:
- i. Such firm is providing consulting/monitoring services directly related to the implementation of the Project to be Bid for. This provision does not apply to the various firms (consultants, contractors, or Business Associate) 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/State Government Department 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.

### **5.24 Governing Language**

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

### **5.25 "No Claim" Certificate**

The Business Associate 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 Business Associate 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.

### **5.26 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. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder
- b. No Breach of Agreement: The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, this Agreement insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Agreement.
- c. Measures to be taken
- i. A Party affected by an event of Force Majeure shall continue to perform its obligations under the Agreement as far as it is reasonably practical, and shall take all the reasonable measures to minimize the consequences of any event of Force Majeure
  - ii. A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than two (2) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible
  - iii. Any period within which a Party shall, pursuant to this Agreement, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure
  - iv. During the period of an event of Force Majeure, the Business Associate, upon instructions by UPLC, shall continue with the services to the extent possible, in which case the Business Associate 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 5.22**.

In the event the Force Majeure substantially prevents, hinders or delays the Business Associate 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 Business Associate to resume normal services at all affected sites and for all operations within a period of seven days. In the event that the Business Associate is not able to resume services within the next 7 days, UPLC may terminate the Agreement and/or obtain substitute performance from an alternate Business Associate and

costs incurred by UPLC in obtaining such services from alternate Business Associate shall be recovered by UPLC from Business Associate. All payments pursuant to termination due to Force Majeure event shall be in accordance with the Terms of Payment Schedule.

## 5.27 General

- a. The Bidder shall not assign to others, in whole or in part, their obligation to perform under the Agreement.
- b. This Agreement, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Laws in India.
- c. The courts of India at Lucknow will have exclusive jurisdiction to determine any proceeding in relation to this Agreement.
- d. Any modification of this Agreement shall be in writing and signed by an authorized representative of each Party.
- e. 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.
- f. **Ethics:** Business Associate 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.
- g. **Notice:** Any notice or other document, which may be given by either Party under this Agreement, shall be given in writing in person or by Registered Post or by facsimile transmission and shall be addressed to the other Party's principal or registered office address as set out in the RFP.

## 5.28 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 Business Associate. The exit management period ends on the date agreed upon by the parties (UPLC&Business Associate).
- b. UPLC shall be entitled to serve notice in writing on the Business Associate at any time during the exit management period as detailed hereinabove requiring the Business Associate to provide UPLC with a complete and up to date list of the Assets.
- c. In case of termination, UPLC/State Government Department shall pay to the Business Associate on the last day of the exit management period.
- d. Before the expiry of the exit management period, the Business Associate 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;

- e. The Business Associate obtains a No Objection Certificate from UPLC.

### **5.29 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 Business Associate 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 Business Associates 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 Business Associate shall at all times indemnify and keep indemnified UPLC/State Government Department / Government of Uttar Pradesh, against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its (Business Associate) 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 Business Associate.
- f. The Business Associate shall at all times indemnify and keep indemnified UPLC/State Government Department / Government of Uttar Pradesh against any and all claims by Employees, Workman, Contractors, Business Associate, agent(s), employed engaged or otherwise working for the Business Associate, in respect of wages, salaries, remuneration, compensation or the like.

All claims regarding indemnity shall survive the termination or expiry of the Agreement

## Section VI- Format for Response to RFP: Qualification Bid

### 6.1 Format 1 –Proposal Covering Letter

[Date]

To,

The Managing Director,

U.P. Electronics Corporation Limited,

10, Ashok Marg, Lucknow - 226 001

0522- 2286808, 2286809 Fax: 0522-2288583

E-mail: upclko@gmail.com, Website: www.uplc.in

**Ref: Request for Proposal (RFP): Qualification Bid for 'Empanelment of Business Associates for Conducting Computer Training Programs for Uttar Pradesh State Government Organizations'.**

Dear Sir,

Having examined the RFP, the receipt of which is hereby duly acknowledged, we, the undersigned, offer for Empanelment as outlined in the RFP for Empanelment of Business Associates for Conducting Computer Training Programs for Uttar Pradesh State Government Organizations.

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 of this RFP or such adjusted plan as may subsequently be mutually agreed between us and the UPLC or its appointed representatives.

If our proposal is accepted, we will obtain a Security Deposit in form of Demand Draft from a Scheduled Bank in India, acceptable to the UPLC.

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

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

We also agree that you reserve the right in absolute sense to reject all or any of the 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





**6.2 Format 2 - General Information about the Bidder**

Details of the Bidder (Company)			
1.	Name of the Bidder		
2.	Address of the Bidder		
3.	Status of the Company (Public Ltd/Pvt. Ltd)		
4.	Details of Registration of the Company	Date:	
		Ref. #	
5.	Details of Commencement of Business	Date:	
		Ref. #	
6.	Valid GST registration no.		
7.	Permanent Account Number (PAN)		
8.	Name & Designation of the contact person to whom all references shall be made regarding this RFP		
9.	Telephone No. (with STD Code)		
10.	E-Mail of the contact person:		
11.	Fax No. (with STD Code)		
12.	Website		
13.	Date of Initiation of Computer Training		
14.	a) Total Number of Branches/Franchises (if applicable)		
	b) Franchisee agreement (if applicable)		
15.	<b>Infrastructure of Own Centre</b>		
	- Class rooms (show occupation if there are other course)		
	- Carpet area each (Sq. m)		
	- Computer room (Sq. m)		
	- Library area (Sq. m)		
	- Other areas (Sq. m)		
- Total Area (Sq. m)			
16.	Total Number of Faculties at own Centre		
17.	Total Number of Books in Library at own Centre		
18.	Financial Details (as per audited Balance Sheets) (in Crores)		

RFP For Empanelment of Business Associates for Conducting Computer Training Programs for Uttar Pradesh State Government Organizations

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19.	Year			
	Turn Over		2015-16	2016-17

Date:

(Seal Here)

### 6.3 Format 3 - Financial Information

#### Annual Turnover of the Bidder (As per Point 2 of Section II)

Turnover of the Bidder (Amount INR)				
Financial Year 2015-16	Financial Year 2016-17	Financial Year 2017-18	Indicate the page number where the details are provided	Conversion rate (if applicable)

**Documentary Proof Required:**

- Audited Profit and Loss Statement and Balance sheet
- Statutory Auditor Certificate/Certificate from Company Secretary clearly specifying the turnover for the specified years.

#### 6.4 Format 4 - Format for Experience

Please provide only one citation for each category as per the Qualification criteria in the format provided below as per point 3 and 4 of Section II. **The relevant documentary proofs for a citation need to be attached just below the details of the citations in this format.**

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:			

#### Documentary Proof Required:

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

## 6.5 Format 5 - Declaration Regarding Clean Track Record

[Date]

To,

The Managing Director,

U.P. Electronics Corporation Limited,

10, Ashok Marg, Lucknow - 226 001

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

E-mail: upclko@gmail.com Website: www.uplc.in

Sir,

I have carefully gone through the Terms & Conditions contained in the RFP Document [No. \_\_\_\_\_] regarding **Empanelment of Business Associates for Conducting Computer Training Programs for Uttar Pradesh State Government Dept/ other Organizations**. I hereby declare that my Company has not been debarred/ black listed by any Ministry/ Department / Organisation in India or State. I further certify that I am competent officer in my Company to make this declaration.

Yours faithfully,

(Signature of the Bidder)

Printed Name

Designation

Seal

Date:

Business Address:

### Documentary Proof Required:

- Certificate from the Company Secretary/ Authorized Signatory to the effect that the Bidder is not blacklisted by any Ministry/ Department of Government of India or State Government as per the format provided above.

**6.6 Format 6 – LIST OF BRANCHES/LICENSEES/FRANCHISEES**

1. **Business Associate NAME:**

2. **List of Franchisee**

<b>SN</b>	<b>Name of Franchise</b>	<b>Address</b>	<b>District Name</b>	<b>Contact (E-mail and Mobile Number</b>
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## **6.7 Format 7 - Support Training Mechanism**

[Date]

To,

The Managing Director,

U.P. Electronics Corporation Limited,

10, Ashok Marg, Lucknow - 226 001

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

E-mail: upclko@gmail.com Website: www.uplc.in

**Ref: Request for Proposal (RFP): Qualification Bid for 'Empanelment of Business Associates for Conducting Computer Training Programs for Uttar Pradesh State/Indian Government Organizations / other Organisation in India/ State'.**

Dear Sir,

Having examined the RFP, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide all kind of support mechanism to organize the Computer training as outlined in the RFP for Empanelment of Business Associates for Conducting Computer Training Programs for Uttar Pradesh State/Indian Government Organizations / other Organisation in India/ State.

(Signature)

Date:

(Seal Here)

**6.8 Format 8–Details of Computer, Faculty and Library Books at own Centre**

**Table 'A'**

SN	PC, Printers & UPS	MAKE/MODEL	CONFIGURATION	QTY	SUPLIER	DATE OF PURCHASE
1	----	----	----	----	----	----

**Table 'B'**

S.NO.	NAME OF Books in Library
1.	-----

**Table 'C'**

**FACULTY PROFILE**

S. No.	Name	Designation	Qualification	Date Of Joining	Computer Experience & Others	Fulltime/Part Time
1.	---	---	---	---	---	---



**6.9 Format 9–NOTARISED AFFIDAVIT**

(On Non Judicial Stamp Paper of Rupees One Hundred only)

I, ..... aged about .....years, Son of Sri ..... Resident of ..... , the Deponent, do hereby solemnly affirm and state on oath as under:-

2 That the Deponent is the authorized representative of M/s ..... (Name and address of Company/Organization) and holding the position of ..... in the above Company/Organization. Deponent is duly authorized to sign and swear this Affidavit on behalf of M/s.....

3 That the above Company/Organization has applied and submitted documents etc for empanelment with U P Electronics Corporation Limited ,10, Ashok Marg, Lucknow (UPLC) in response to their Offer for Empanelment bearing Ref No: **UPLC:CET:Empanelment:2018** for Conducting Computer Training Programs for Uttar Pradesh State Government Organizations for UP Government Departments/ Corporations/ Institutions/ Authorities/ Councils/Societies/ PSUs / other organization and in other states of Inida etc.

4 That the Deponent submits the following information declaring that the above named Company/Organization is empanelled with the following Nodal Agency/Agencies of the State of U.P. Government under IT & Electronics Department:

Sl. No.	Name of Nodal Agency	Validity Date and Period of Empanelment

(If not empanelled with any of the Nodal Agencies, please fill-in “NIL” information)  
Contd. on Page 2

4 That the Deponent further declares that they have applied for empanelment of their Company/Organization with the Nodal Agency/Agencies namely M/s..... and in case of their selection by the said Nodal Agency/Agencies, Deponent shall inform the same to U.P. Electronics Corporation Ltd within a period of three days.

(If not applied for, “NIL” information may be filled-in)

5 That the Deponent declares that above named Company/Organization /their Associated Company/Firm/Society was Blacklisted ..... (Give name of Company/Organization) by ..... (Name of Department of State / Central Govt./Public/ Private Limited Company / Firm/ Society/ Any other Agency (please specify the name of Agency)

(If not Blacklisted, "NIL" information may be filled-in, otherwise furnish the detail)

6 That the Deponent declares that above named Company/Organization / their Associated Company/Firm/Society and/or any or all of their Directors/ Partners/Promoters trialed or under trial by the Court / Govt. Investigating Agencies .....

(Give the details with Name of Company / Firm / Society/ their Associated Company/Firm/ Society)

(If no enquiry is pending or contemplated, "NIL" information may be filled in)

7 That the Deponent declares that the Police/Vigilance/CBI enquiry is pending against above named Company/Firm/Society/their Associated Company/Firm/Society and/or any or all of their Directors/ Partners/Promoters, is being conducted by the following Department of State/Central Government:-

.....  
.....

DEPONENT

Date:

Place:

VERIFICATION

Deponent above named do hereby verifies that the contents of Paragraphs 1 to 7 of this Affidavit are true and correct to the best of my knowledge. No part of it is false and nothing material information is concealed there from. So help me God. Verified on ..... Day of ..... (Month and Year) at ..... (Name of place).

DEPONENT