



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

## Request for Proposal (RFP)

For

**SELECTION OF VENDOR FOR THE SUPPLY OF  
LAPTOPS FOR DISTRIBUTION TO MERITORIOUS HIGH  
SCHOOL & INTERMEDIATE LEVEL STUDENTS OF  
UTTAR PRADESH**  
[International Competitive Bidding]

Tender No: UPLC/HW/2015-16/25

U.P. Electronics Corporation Limited,  
10 - Ashok Marg, Lucknow - 226001

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

E-mail: md@uplc.in, uplciko@gmail.com

Website: www.uplc.in

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## Section A - Tender Notice



### U.P. Electronics Corporation Ltd.

10, Ashok Marg, Lucknow - 226 001, INDIA, Tel : 0522-2286808, 2286809, 4130303

E-mail - md@uplc.in, upclco@gmail.com | Website : www.uplc.in | Fax: 0522-2288583

#### TENDER NOTICE

#### **INTERNATIONAL COMPETITIVE BIDDING**

Invitation to Bid for Supply of approx. 40,000 Laptops for distribution to meritorious High School & Intermediate level students of Uttar Pradesh State

Place for Obtaining Tender Document	On all working days during office hours upto 04 <sup>th</sup> Mar 2016 from the address mentioned above or can be downloaded from www.uplc.in
Cost of Tender Document & Processing Fees	INR 1,000/- & INR 50,000/- (non-refundable) in the form of Demand Draft / Banker's Cheque.
Earnest Money Deposit (EMD)	INR 2,00,00,000/- (Two Crores ), in the form of a crossed Demand Draft / Banker's Cheque / Bank Guarantee
Date, Time and Place of submission & Opening of Tender	<u>Submission</u> : Upto 04 <sup>th</sup> Mar 2016 till 14:00 hours & <u>Opening</u> : on 04 <sup>th</sup> Mar 2016 at 15:00 hours at the above addresss
1. <b>Eligibility Criteria:</b> Refer to the RFP. 2. <b>Two Bid System</b> i.e. Stage-1 Qualification Bid; Stage-2 Commercial Bid. 3. Tenders received after due date and time will be summarily rejected.	
Tender Ref.: UPLC/HW/2015-16/25	<b>MANAGING DIRECTOR, UPLC</b>

## Section B – Tender Checklist

S. No.	Bid Enclosures	YES or NO
1.	Whether Qualification Bid and Commercial Bid prepared and signed and stamped in all pages by the Authorised Signatory?	
2.	<b>Whether Qualification Bid contains following financial Instruments:</b>	
2.1	DD / Banker's Cheque / Purchase Receipt of Bid Document Fees	
2.2	DD / Banker's Cheque of Processing Fees	
2.3	DD / Banker's Cheque / Bank Guarantee of EMD	
3.	Whether the RFP is submitted in Two Covers namely Qualification Bid and Commercial Bid?	
4	<b>Whether Qualification Bid contains the following:</b>	
4.1	Bidder's covering letter in the Letter Head signed and stamped by the Authorised Signatory.	
4.2	Whether Certificate of Incorporation of the Bidder is submitted?	
4.3	Whether Memorandum of Understanding and Articles of Association of the Bidder is submitted?	
4.4	Whether Annual Report including Balance Sheet and Profit & Loss accounts for the previous five audited years for the Bidder is submitted?	
4.5	Whether a Certificate from the Bidder certifying that the Bid signatory is authorized by the Board of Directors is submitted?	
4.6	a. Whether all required Work Orders along with the Completion Certificate / Satisfactory Client Certificate are submitted? b. Whether all required Documentary proofs attested by the client or certified by the Company Secretary of the Bidder are submitted?	
4.7	Whether Statutory Auditor Certificate or Certificate from the Company Secretary of the Bidder clearly specifying the turnover for the specified years is submitted?	
4.8	Whether Audited Annual Accounts or Statutory Auditor Certificate or Certificate from the Company Secretary of Bidder specifying the Net Worth for the specified years is submitted?	



4.9	Whether Certificate from Statutory Auditor or Certificate from the Company Secretary of Bidder clearly specifying the Net Cash Accruals as mentioned by the Bidder is submitted?	
4.10	a. Whether in case of Indian Manufacturer, Manufacturing Licence (ML) or Industrial Entrepreneur Memorandum (IEM) or Foreign Investment Promotion Board (FIPB) clearance or any other document from Tax Authority / Statutory Authority establishing the Laptop / PCs manufacturing capacity is submitted?  b. Whether in case of Foreign Manufacturer, official documentation establishing Laptop / PCs manufacturing capacity from Tax Authority / Statutory Authority of the country of Incorporation is submitted?	
4.11	Whether 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 is submitted?	
4.12	Whether an Undertaking from the authorised signatory of the OEM / Certificate from Company Secretary of OEM regarding support mechanism in India, is submitted?	
4.13	Whether relevant documentation establishing installed manufacturing capacity is submitted?	
4.14	Whether valid ISO 9001:2008 and ISO 14001 certificates are submitted?	
4.15	Whether an undertaking from the authorised signatory of the Bidder / Certificate from the Company Secretary to the effect that the Bidder shall establish an office in Lucknow, is submitted?	
4.16	Whether certificate from Head of HR Department or the Company Secretary for number of technically qualified professionals is submitted?	
4.17	Whether Bidder's undertaking letter for complete supply of ordered quantity is submitted?	
4.18	Whether two Sample Laptop / two Sample Laptops along with Test reports from Test Agency are submitted?	
4.19	Whether certificate from the OEM certifying the Indian Company as its wholly owned subsidiary is submitted?	
4.20	Whether an undertaking from the Authorised Signatory / Company Secretary of the OEM certifying that the status of Indian Company as its wholly owned subsidiary will not be changed during the period of Agreement is submitted?	

4.21	Whether an undertaking from the Authorized Signatory / Company Secretary of the OEM guaranteeing the due performance of the contract executed by its wholly owned subsidiary is submitted?	
4.22	Whether Statutory Auditor Certificate or Certificate from the Company Secretary of the OEM clearly specifying year wise sales of laptops in India, is submitted?	
4.23	Whether all Formats and Annexures are furnished and are submitted?	
5	<b>Whether Commercial Bid contains the following:</b>	
5.1	Duly filled Price Bid which is signed and stamped by the Authorized Signatory.	
5.2	Price per Laptop	

## Section C – Abbreviations

1.	AMD	Advanced Micro Devices
2.	USB	Universal Serial Bus (USB) is a specification to establish communication between devices and a host controller, which has effectively replaced a variety of earlier interfaces such as serial and parallel ports.
3.	RJ-45	RJ-45 is a type of registered jack. As a registered jack, telephone RJ45 specifies the physical male and female connectors as well as the pin assignments of the wires in a telephone cable.
4.	10/100 LAN	10/100 refers to Ethernet adapters or switch ports that support three different transfer rates on the same port. The three speeds supported are 10BASE-T, 100BASE-TX, running at 10 Mbit/s, and 100 Mbit/s, respectively.
5.	Li-ion	A lithium-ion battery (sometimes Li-ion battery or LIB) is a family of rechargeable battery types in which lithium ions move from the negative electrode to the positive electrode during discharge, and back when charging.
6.	RoHS	Restriction of Hazardous Substances Directive or RoHS. This directive restricts the use of six hazardous materials in the manufacture of various types of electronic and electrical equipment Lead (Pb), Mercury (Hg), Cadmium (Cd), Hexavalent chromium (Cr 6+), Polybrominated biphenyls (PBB), Polybrominated diphenyl ether (PBDE).
7.	EMD	Earnest Money Deposit
8.	FIPB	Foreign Investment Promotion Board
9.	ICB	International Competitive Bidding
10.	IEM	Industrial Entrepreneur Memorandum
11.	INR	Indian Rupee
12.	RFP	Request for Proposal
13.	IVR	Interactive Voice Response
14.	LD	Liquidated Damages

15.	ML	Manufacturing License
16.	OEM	Original Equipment Manufacturer
17.	SLA	Service Level Agreement
18.	TTEC	Technical Tender Evaluation Committee
19.	TEC	Tender Evaluation Committee
20.	DM	District Magistrate
21.	SDM	Sub-Divisional Magistrate
22.	UPLC	U.P. Electronics Corporation Limited
23.	GoUP	Government of Uttar Pradesh

**SECTION I**

**Invitation for Bids**

## Section I - Invitation for Bids

The Government of Uttar Pradesh (GoUP) desires to Select Vendor(s) for Supply of Laptops throughout the State of Uttar Pradesh. Total numbers of Laptops to be distributed are approx. 40,000 (Forty Thousand). The Government of Uttar Pradesh vide G.O. No. 2081/15-10-2015-19(Laptop)/2015 dated 16th Sep, 2015 has entrusted this task of procuring the Laptops to U. P. Electronics Corporation Limited (UPLC).

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

### **1.1. Issuer**

UPLC invites proposals for Selection of Vendor(s) for Supply of Laptops throughout the State of Uttar Pradesh as per the scope of the Bid. The scope of work and requirement of UPLC for this Project are specified in this RFP.

### **1.2. Issuer Address of the RFP**

The Managing Director,

U.P. Electronics Corporation Limited

10 - Ashok Marg, Lucknow - 226001

Tel: 0522-4130303, 2286808, 2286809, +91-9235567201

Fax: 0522-2288583

e-Mail: md@uplc.in, uplciko@gmail.com

Website: www.uplc.in

Any proposal received by UPLC after the deadline for submission of proposals mentioned in the Key Events & Dates as per section 1.5 will be summarily rejected and returned unopened to the Bidder(s). UPLC shall not be responsible for any postal delay or non-receipt / non-delivery of the documents. No further correspondence on the subject will be entertained.

### **1.3. Address for Bid Submission & Correspondence**

The Managing Director,

U.P. Electronics Corporation Limited,

10 - Ashok Marg, Lucknow - 226001

e-Mail: md@uplc.in, uplciko@gmail.com

Tel: 0522-4130303, 2286808, 2286809, +91-9235567201

Fax: 0522-2288583

#### 1.4. About the RFP Document

- a. This RFP provides information regarding the Project, Scope of Work, Technical Requirements and other related information to the Bidder(s).
- b. It details the General Terms & Conditions with respect to the Bid Process Management to be adopted for the proposed project.
- c. The RFP contains the Agreement template outlining the contractual and legal terms & conditions applicable for the proposed engagement.
- d. As should be clear from the Scope of the Proposed Project, UPLC expects more than a standard proposal in response to typical Request for Proposals. In particular, UPLC seeks a specific proposal responsive to this RFP in every respect and detail, rather than a mere compilation of materials and promotional information used in other transactions.

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

#### 1.5. Key Events & Dates

S. No.	Event	Target Date
1.	Cost of Bid Document	INR 1,000/- (non-refundable) in the form of Demand Draft / Banker's Cheque of only Scheduled Banks, drawn in favour of "U.P. Electronics Corporation Limited" payable at Lucknow.
2.	Publication of the RFP	30 <sup>th</sup> Jan 2016
3.	Last Date for receiving queries / clarifications	10 <sup>th</sup> Feb 2016 till 17:00 hours
4.	Pre-Bid Conference Date & Venue	12 <sup>th</sup> Feb 2016 Venue: UP Electronics Corporation Ltd., 10 - Ashok Marg, Lucknow
5.	Last date for submission of Bids	Up to 14:00 hours on 04 <sup>th</sup> Mar 2016 at U.P. Electronics Corporation Limited, Lucknow
6.	Processing Fees	A non-refundable bid processing fee of INR 50,000/- (Rupees Fifty Thousand only) must be submitted with the Bid in the form of a crossed Demand Draft / Banker's Cheque drawn on any Scheduled Bank payable at Lucknow, in favor of "U.P. Electronics Corporation Limited".
7.	Bid Security / Earnest Money Deposit Amount Payable	Bidders shall submit, along with their Bids, Earnest Money Deposit (EMD) of INR 2,00,00,000/- (Rupees

		Two Crores only), in the form of a crossed Demand Draft / Banker's Cheque drawn on any Scheduled Banks, payable at Lucknow, in favor of "U.P. Electronics Corporation Limited" or Bank Guarantee of Scheduled Bank in favour of "U.P. Electronics Corporation Limited" valid for a period of one year.
8.	Opening of Qualification Bids	04 <sup>th</sup> Mar 2016 at 15:00 hours
9.	Technical Presentation	08 <sup>th</sup> Mar 2016
10.	Date of opening of Commercial Bid for Technically qualified Bidders	To be communicated to the technically qualified bidders at the later stage.

### 1.6. Procurement & Submission of RFP Document

Interested Bidders may obtain complete set of documents from the office of UPLC, address mentioned in the Section 1.2 of this RFP, during the office hours on all working days from **30<sup>th</sup> Jan 2016 to 04<sup>th</sup> Mar 2016** on submission of payment of Non Refundable RFP Document Fee of INR 1,000/- (Rupees One Thousand only). This fee shall be paid in the form of a Demand Draft / Banker's Cheque from any Scheduled Banks located in India, payable at Lucknow, drawn in favor of "U.P. Electronics Corporation Limited".

RFP document can also be downloaded from the UPLC website ([www.uplc.in](http://www.uplc.in)). However, the Non Refundable RFP Document Fee of INR 1,000/- (Rupees One Thousand only) needs to be submitted in the form of a Demand Draft / Banker's Cheque along with the proposals at the time of Bid submission. The Bids shall be submitted in the Drop Box kept at the office of UPLC.

### 1.7. Pre-Bid Conference

UPLC shall receive and respond to prospective Bidder's Pre-Bid queries as per the scheduled date and time as mentioned in the Section 1.5 of this RFP. UPLC may incorporate any changes in the RFP based on acceptable suggestions received in pre-bid queries. 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 on the website i.e. ([www.uplc.in](http://www.uplc.in)) in accordance with the respective clauses of the RFP within 6 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.

### 1.8. Amendment of RFP Document

At any time till 7 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 website [www.uplc.in](http://www.uplc.in). All prospective participants who have paid the fee of INR 1,000/- shall be intimated of the amendment in writing by e-mail or post but UPLC shall not be responsible if the Bidders do not get the individual intimates of such amendments. 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 1.5** in this RFP for Bid process.

## SECTION II

## Qualification Criteria

## Section II- Qualification Criteria

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

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

### 2.1. Qualification Criteria

S. No.	Clause	Documents Required
1.		
1(a)	<ul style="list-style-type: none"> <li>The Bidder should be registered under Companies Act, 1956 in India since last 5 years.</li> <li>The Bidder should have been in operation for a period of at least 5 years in India.</li> </ul>	<ul style="list-style-type: none"> <li>Certificate of Incorporation.</li> <li>Memorandum and Articles of Association.</li> <li>Annual Reports for the last 5 years.</li> </ul>
1(b)	<ul style="list-style-type: none"> <li>Notwithstanding anything contained in clause 1(a) in case of OEMs of Laptops and PCs, which are not registered under the Companies Act, 1956, in India, the bids can be submitted by their wholly owned subsidiary which is registered and is in operation in India for the last 5 years, provided all other qualification criteria laid down herein are fulfilled by the OEM.</li> <li>Bid can be submitted only by a company or its fully owned subsidiary. <b>Consortium of companies is not allowed.</b></li> </ul>	<ul style="list-style-type: none"> <li>Certificate from the OEM that the Indian Company is its wholly owned subsidiary.</li> <li>An undertaking from OEM that the status of Indian Company as its wholly owned subsidiary will not be changed during the period of Agreement.</li> <li>An undertaking from OEM that it will guarantee the due performance of the contract executed by its wholly owned subsidiary.</li> <li>All documents required to show that all qualification criteria are satisfied by the OEM.</li> </ul>

2.	The Authorized Signatory signing the Bid should be duly authorized by the Board of Directors of the Bidding Company to sign the Bid on their behalf.	A Certificate from the Bidder certifying that the Bid signatory is authorized by the Board of Directors.
3.	The Bidder should be an established Original Equipment Manufacturer (OEM) in India or Abroad for Laptops / PC's and should have been in this business for a period exceeding five years as on 31.03.2015.	Work Orders along with the completion Certificate / satisfactory client Certificate confirming year and Area of activity.
4.	<p>The Bidder should have an average annual turnover of at least INR 750 Crores during the last three financial years (i.e. 2012-2013, 2013-2014, 2014-2015).</p> <p>The Bidder should have a minimum revenue of INR 250 Crores generated from Hardware supply and their associated maintenance services.</p>	<ul style="list-style-type: none"> <li>• Audited Profit and Loss Statement and Balance sheets.</li> <li>• Statutory Auditor Certificate or Certificate from the Company Secretary of the Bidder clearly specifying the turnover for the specified years.</li> <li>• In case of Foreign Manufacturer, official documentation establishing the turnover from Department of Tax or other Statutory Authority from the country of incorporation.</li> </ul>
5.	<p>The Bidder should have a consolidated minimum positive Net Worth as on the last day of preceding last 3 financial years (i.e. 2012-2013, 2013-2014, 2014-2015).</p> <p>[Net Worth = Paid-up share capital + Reserves and surpluses (Excluding Revaluation Reserves) – Preliminary and pre-operative expenditure and miscellaneous expenditure to the extent not written off, as per the annual report and as adjusted with any qualifications in the Auditors' Report]</p>	Audited annual accounts or Statutory Auditor Certificate or Certificate from the Company Secretary of Bidder specifying the Net Worth for the specified years.
6.	The Bidder should have positive Net Cash Accruals (Profit after Tax + Depreciation – Dividends) in each of the previous three financial years (i.e. 2012-2013, 2013-2014, 2014-2015).	<ul style="list-style-type: none"> <li>• Audited Profit and Loss Statement for the specified financial years.</li> <li>• Certificate from Statutory Auditor or Certificate from the Company Secretary of Bidder clearly mentioning</li> </ul>

		the Net Cash Accruals as mentioned by the Bidder.
7.	<p>The Bidder should have successfully implemented / completed 3 Projects (Procurement, Installation and Commissioning of Laptops / PC / Peripheral devices) to Non-Government Institutions / financial Institutions (including Banks) for an aggregate value of INR 100 Crores during the last 5 financial years i.e. 2010-2011, 2011-2012, 2012-2013, 2013-2014 and 2014-2015.</p> <p><i>Note: Multiple work orders against individual Project for the delivery of PCs / Laptops / Peripheral devices from Non-Government Institutions / financial Institutions (including Banks) during the last 5 years shall be considered.</i></p>	<ul style="list-style-type: none"> <li>• Copy of Work order and Certificate of completion or successful implementation by the client OR self-Certificate attested by the client.</li> <li>• Documentary proof for the stated Project value attested by the client or certified by the Company Secretary of the Bidder.</li> </ul>
8.	<p>The Bidder should have successfully implemented / completed at least 3 Projects (Procurement, Installation and Commissioning of Laptops / PCs / Peripheral devices) to Government / PSUs for an aggregate value of INR 200 Crores during the last 5 financial years in India i.e. 2010-2011, 2011-2012, 2012-2013, 2013-2014 and 2014-2015.</p> <p><i>Note: Multiple work orders against individual Project for the delivery of PCs / Laptops / Peripheral devices from Government / PSUs during the last 5 years shall be considered.</i></p>	<ul style="list-style-type: none"> <li>• Copy of Work order and Certificate of completion or successful implementation by the client OR Self Certificate attested by the client.</li> <li>• Documentary proof for the stated Project value attested by the client or certified by the Company Secretary of the Bidder.</li> </ul>
9.	<p>The Bidder should have installed manufacturing capacity of a minimum of 1,00,000 Laptops / PCs as on 31.03.2015.</p>	<ul style="list-style-type: none"> <li>• In case of Indian Manufacturer, Manufacturing Licence (ML) or Industrial Entrepreneur Memorandum (IEM) or Foreign Investment Promotion Board (FIPB) clearance or any other document from Tax Authority or Statutory Authority establishing the Laptops / PCs manufacturing capacity.</li> </ul>

		<ul style="list-style-type: none"> <li>• In case of Foreign Manufacturer, official documentation establishing the Laptops / PCs manufacturing capacity from Tax Authority or Statutory Authority of the Country of Incorporation.</li> <li>• Details of all units manufacturing Laptops to be submitted as per Section 7.14</li> </ul>
10.	The Bidder should have sold average 50,000 (Fifty Thousand or more) Laptops in India during the last three financial years i.e. 2012-2013, 2013-2014 and 2014-2015.	Work order / Relevant Document establishing the sales/ Statutory Auditor Certificate or Certificate from the Company Secretary of the OEM clearly specifying year wise sales of laptops in India.
11.	As on date of submission of the proposal, the Bidder shall not be under any declaration of ineligibility for unsatisfactory past performance, corrupt or fraudulent practices, any other unethical business practices or blacklisted either by Ministry / Department of Government of India / State Governments	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.
12.	<p>The OEMs should certify that they have support mechanism in India, either directly through their support office in India or through their authorized channel partners / dealers in India.</p> <p>If the Bidder does not have any operational Service Support Centre in any district, the bidder shall submit an undertaking to establish Service Support Centers in the Districts within 30 days from the Date of Notification of Award of Contract.</p> <p>The Bidder should have successfully provided comprehensive annual maintenance services for Laptops / PCs / Peripheral devices including L1 support, Helpdesk Support, Spares, Inventory, Patches, Updates / Upgrades with work orders of value of at least INR 50 Lakhs for</p>	<ul style="list-style-type: none"> <li>• Undertaking from the authorised signatory of the OEM / Certificate from Company Secretary of OEM as per Section 7.4.</li> <li>• Details / Undertaking for setting up Service Support Centers in Uttar Pradesh</li> <li>• Details of Experience in Annual Maintenance Contract to be submitted as per Section 7.13.</li> </ul>

	<p>Government / Non-Government / PSUs / Financial Institutions (including Banks) in the last five years.</p> <p><i>Note: Any type of remote / web support for Laptops / PCs / Peripheral devices shall not be considered.</i></p>	
13.	<p>The Bidder should possess ISO 9001:2008 and ISO 14001 Certification for the Production / Manufacturing Process.</p>	<p>Copy of the valid ISO Certificates issued from the accreditation organization to be submitted as documentary proof.</p>
14.	<p>The Bidder should have an office in Lucknow, Uttar Pradesh. However, if the local presence is not there in the state, the selected Bidder should give an undertaking for establishment of an office, within one calendar month of LOI.</p>	<p>Certificate from the Authorized Signatory to the effect that the Bidder shall establish an office in Lucknow.</p>
15.	<p>The Bidder must have at least 300 technically qualified professionals on its rolls in the area of networking, systems integration, infrastructure maintenance support &amp; services etc. as on bid submission date.</p> <p><i>Note: In case an OEM is the sole Bidder and uses the channel partner / dealer to provide services, the Certificate from Head of HR Department or the Company Secretary of the channel partner / dealer shall be submitted.</i></p>	<p>Certificate from Head of HR Department or the Company Secretary for number of technically qualified professionals employed by the Company on its rolls.</p>
16.	<p>The Bidder should be able to supply the laptops as per the delivery schedule mentioned in section 3.10 of this RFP Document</p>	<p>Undertaking from the authorized signatory of the quantity to be supplied.</p>
17.	<p>The Bidder should submit a Sample Laptop along with Test Report of the submitted sample Laptop</p> <p><i>Note: In case two test reports are submitted, two Sample Laptops along with the corresponding Test Reports of the submitted sample Laptops shall be submitted.</i></p>	<p>Sample Laptop along with Sample Laptop Test Report from Testing Agencies as specified in section 3.4 and in the format as specified in Annexure-4.</p>
18.	<p>The Bidder shall comply or exceed with all the</p>	<p>Details to be provided as per Section 7.12.</p>

	Technical Specifications as specified in Section 3.3	
19.	The Bidder shall make a Technical Presentation to the TTEC.	The following components have to be included in the presentation <ul style="list-style-type: none"><li>• Current Production Capacity</li><li>• Gaps in supply vis-à-vis supply in the open market</li><li>• Scheduled Delivery Time</li><li>• Detailed work plan for supply of Laptops (in Weeks)</li><li>• SLA Compliance</li></ul>

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

## **2.2. Change in Qualification Criteria**

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

## **2.3. Key Terms for Qualification Criteria**

For the purpose of this RFP, some key terms that have been used for minimum Qualification criteria have been defined below:



## **SECTION III**

## **Scope of Work**

## Section III- Scope of Work

### 3.1. About the project

The project aims to provide laptops to meritorious high school & intermediate level students of Uttar Pradesh Board of Secondary Sanskrit Education, Uttar Pradesh Madarsa Board, Board of High School and Intermediate Education - Uttar Pradesh, CBSE & ICSE boards in Uttar Pradesh. The distribution will happen to High School & Intermediate level students in equal ratio. The actual number of benefitted students of this program has been derived in accordance with the number of students appeared in the corresponding exams under these boards. There is a provision of awarding 21% students of SC & ST and 20% students of other minorities, among the total number of eligible students under this project. A web-portal for providing information such as Do's & Don't's of laptop usage, user manual, list of service center in various districts, Call Center / Help Desk details etc., shall also be established. Snapshot of portal providing similar details for previous laptop distribution project is as follows:



The minimum specified Scope of work to be undertaken by the Bidder for supplying of Laptops is mentioned below. The selected Bidder shall manufacture, supply, commission and maintain the Laptops as per the scope of work and period of the Agreement. The Bidder shall also be responsible for loading and installing any Bespoke or Educational content provided by UPLC / GoUP to the Laptops before offering the same for Pre-Dispatch Inspection. The content shall be provided before signing of the Agreement.

### 3.2. Bill of Quantity

Supply of approximately 40,000 Laptops, along with Backpacks packed as per specifications given in this RFP.

### 3.3. Technical Specifications

LAPTOP SPECIFICATIONS		
S. No.	Description	Specifications
1	Constructions and Externals	Metal / Alloy / reinforced hinges for display. The Casing ABS plastic of Black or Grey Color Display screen back with Government approved designed Logo.
2	Processor (Minimum)	Intel Pentium Dual Core or equivalent AMD Processor with processor Speed of 2.0 GHZ or higher.
3	Memory	2 GB DDR 1333 MHz RAM expandable to 4 GB
4	Display	LED HD 14" with 1024x768 resolution or higher
5	Hard Disk Drive	500 GB SATA 5400 RPM or Higher
6	Audio	Dual Inbuilt Speakers
7	Web Cam	Yes
8	Qualifying Benchmark with Score	BAPCO SysMark 2007 overall score of minimum 130 or Higher with Windows 7 Professional and 2 GB Memory OR BAPCO SysMark 2014 overall score of 530 or Higher.
9	Graphics Card	Integrated Graphics Minimum 128 MB VRAM or Higher
10	Ports	I/O Ports, Minimum 3 USB 2.0 Ports, Microphone jack, 1 VGA / HDMI, Headphone / Speaker out, RJ-45, AC Power
11	LAN	Ethernet Controller 10/100/Mbps or Higher
12	Wireless	Wireless 802.11 b/g/n or Higher
13	Keyboard	Standard full size Keyboard with Rupee Symbol touch pad
14	Operating System	Preloaded Dual Boot – # Primary Boot Windows 8.1 National academic edition or higher with preloaded Antivirus. Hindi and Urdu Unicode font with keyboard interface for typing in word processor, Spread sheet and presentation purpose. # Secondary Boot – Ubuntu / BOSS Linux
15	Optical Drive	DVD R/W

16	AC Power Adapter	Input Voltage Range 110V- 250V, 50 Hz AC power adapter with necessary cables
17	Standard Accessories	Power cable, Power Adaptor and Charger, User Manuals and Laptop backpack etc.
18	Operation Temperature	0-55 Degree Centigrade
19	Battery Type	Standard Rechargeable 6 Cell Li-Ion (45 WHr) or higher with minimum 3 Hours backup or more
20	Certifications	Energy Star® / BEE Version I, RoHS, Windows and Linux Compliance Certificate
21	Warranty	One year comprehensive including battery and adaptor
22	Office Suite and other	Office 2010 Professional with MS Visio Academic
23	Enabled Manageability and traceability feature of laptop	<p>a) The Device should be loaded with a cloud based management software that is capable of contextually managing and monitoring devices pushing applications and content, pushing group based message, managing through a remote web based control center and provide web based MIS dashboard.</p> <p>b) The End users should not be able to uninstall this software and it should function both in online and offline modes.</p> <p>c) At least 20,000 devices containing this cloud based management software should have been deployed by any of the state governments in India.</p>
24	Others	<ul style="list-style-type: none"> <li>Selected Bidder(s) should permanently burn the Logo of UP Government and other information like "Presented by - Hon'ble Chief Minister or Department Name" (as desired by the State Government) in the BIOS / FIRMWARE; that should not be removed by any normal / usual techniques.</li> <li>Screen Printing of Logo or UP Government and other information like "Presented by - Hon'ble Chief Minister or Department Name" (as desired by the State Government) in the body of the Laptop.</li> <li>Laptop must have operational capabilities in English, Hindi and Urdu language.</li> </ul>

### LAPTOP BAG SPECIFICATION

S. No.	Description	Specification
1	Suitability	To accommodate Laptop Computer
2	Material	Polyester fabric, nylon bonded thread, branded zippers and sliders

3	Compartments	Three Compartment bag (Laptop, Textbook, Power Adaptor, Utility Pocket) with padded sleeve, Utility pocket in front and side pockets
4	Padding	Padded handle, padding on the back for comfort and air flow, curved and padded contoured shoulder straps
5	Logo and Image	Government Image and Scheme Logo and Scheme Name shall be on front pockets as per approved & finalized design by the State Government

### 3.4. Sample Laptop Testing

The Bidders are responsible to submit and obtain test report for the sample Laptop model having specification equal to or better than the Technical Specification given in **Section 3.3** above for testing by either of the Testing Agencies specified below:

- a) Standardization, Testing and Quality Control (STQC)
  - b) Electronics Testing and Development Centre (ETDC)
  - c) Electronics Regional Test Laboratory (ERTL)
- a. It is the sole responsibility of the Bidders to submit the samples and get the testing of the Laptops completed and furnish the test report along with the Qualification Bid.
  - b. The Laptop model passed in the sample testing will only be allowed for supply if the Bidder becomes successful in the RFP.
  - c. The Test Report shall not be dated more than two months prior to the last date of submission of Bids.
  - d. The cost towards the testing of sample Laptops shall be borne by OEM/Bidder only.
  - e. The Bidders shall get the testing of the sample Laptop models from the Testing Agency in accordance with the Indian Standards - 14896:2001 as amended from time to time and also with the Technical Specification as specified in the RFP.
  - f. The Bidders shall obtain the Test Report for the sample Laptop models from the Testing Agency in the format as specified in the RFP and furnish the same in the Qualification Bid.
  - g. Test Report of Two Laptop / Laptop Models shall be accepted
  - h. The Bidder is eligible to submit the Bid only if the sample Laptop model / models pass in the testing.  
**The format of test report shall be as specified in Annexure - 4.**

Test Report shall be evaluated by the **Tender Technical Evaluation Committee (TTEC)**.

### 3.5. Sample Laptop Presentation

The Bidders are required to submit sample Laptop along with the RFP at the time of submission of Bids. The performance of the sample Laptop may be evaluated by the TTEC to see if it conforms to the Test

Report submitted by the Bidder. Two Models of Laptops may be offered under the RFP, but the price bid shall be only one.

### **3.6. Traceability Identification**

The Laptops supplied under this scheme are meant to be distributed to the meritorious students of Uttar Pradesh. In order to prevent the misuse of the Laptops, screen printing / tamper-proof sticker to be specified by UPLC (Government name and scheme logo) shall be marked on the top side of the Laptops and front side of the Laptop backpack. The above details and design of the Sticker / printing shall be provided and approved by UPLC / GoUP before signing of the Agreement.

Government name and scheme logo approved by UPLC / GoUP shall be installed in the BIOS / Firmware of Laptop. Every Laptop shall have a serial number which shall be pre-printed in barcode stickers and shall be pasted in each and every Laptop. The schema of the Serial Number and barcode shall be supplied to the selected Bidder.

### **3.7. Pre-Dispatch Inspection**

The selected Bidder should conduct 100% pre-dispatch Quality inspection on Laptops from his side and certify the same. Inspection and Quality Control tests, prior to shipment of Goods, by Vendor should be in accordance with quality control formats including functional testing, burn-in tests and mains fluctuation test at full load, facilities etc., as per the standards/specifications and shall be done at factory site of the Vendor before offering the goods for Pre-dispatch Inspection (PDI).

The selected Bidder should intimate UPLC with a written notice 15 days prior to the delivery of Laptops to the Districts to conduct Pre-dispatch Inspection. The Time spent by PDI team in reaching the site for inspection after receipt of notice from vendor and in the conduct of PDI and issue of PDI certificate for the Lot offered shall not be considered in the Delivery Schedule of the selected Bidder. The Laptops shall be offered in lots and should be sufficient to complete the delivery in one of the District or more. Successful conduct and conclusion of pre-dispatch inspection shall be the sole responsibility of the selected Bidder. The report shall be in the format specified in Annexure-6.

The notice should specify the following details:

- a. Number of Laptops
- b. Number of cartons for Laptops
- c. Number of Bags
- d. Number of cartons for Bags
- e. Delivery point i.e. District name
- f. Details of Storage location/Go down

A Third Party Agency (TPA) appointed by UPLC shall perform the inspection of the Laptops in accordance with the Indian Standard IS 10673-1983 (Reaffirmed 2001) sampling plans, procedures, sample size and the tests adopted by the Testing Agency. Only after the Third Party testing agency clears the lot, it will be allowed to be moved to the distribution point. The Format of the PDI report is

specified in Annexure – 6.

In the event of the hardware and software failing to pass the Pre-dispatch acceptance test, as per the specifications given, a period not exceeding two weeks will be given to rectify the defects and clear the acceptance test, failing which, UPLC reserves the right to cancel the Purchase Order. UPLC will not be responsible for any costs associated with such rejection. The manufacturer will be responsible for the Laptops till it is delivered at the specified delivery points, tested and accepted by the Government. Only after such acceptance, the responsibility of the manufacturer will cease.

For Bidders manufacturing Laptops within India, the TPA shall conduct the inspection and specification conformity at the Manufacturer's plant. UPLC shall bear the cost of third party inspection for only one manufacturing plant of the selected Bidder. If a selected Bidder wants to produce in more than one location, then the cost of positioning the third party inspection team by UPLC in the second and subsequent plants would be borne by the selected Bidder at their cost.

For Bidders manufacturing Laptops outside India, the manufacturers shall at his discretion arrange a warehouse at the Port of Landing or any convenient location within India with all required facilities for PDI. TPA shall conduct the inspection and specification conformity at these Locations. Details of the Storage locations shall be provided to UPLC.

UPLC may nominate its own officers or Technical officers to visit the manufacturing plant of the selected Bidder, the cost of the visit shall be borne by the Bidder. This would be in addition to the third party inspection.

### **3.8. Packing**

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

The furnished Laptop should be Bubble Wrapped, placed in Cushioning Material (Polyethylene Foam etc.) and then packed in the Cardboard Boxes of standard quality as followed by industry. The packing should contain the following:

- a. User Manual in Hindi, Urdu and English
- b. Do's and Don'ts instruction and user manual in Hindi, Urdu and English
- c. Warranty card shall also contain
  - i. Serial number, month and year of Manufacturing
  - ii. Name, address and Telephone number of Service Centre
  - iii. Provision for writing the beneficiary name, address and date of issue.
- d. Laptop with GoUP Logo and Scheme name along with barcode serial number and accessories packed in a Bubble Wrapped, placed in Cushioning Material (Polyethylene Foam etc.) and then placed in the Cardboard Boxes.

- e. One spare bar code serial number sticker as per the format prescribed by UPLC.
- f. Back pack in separate packing with Government of Uttar Pradesh Logo and Scheme Name.
- g. The above Laptops will be packed in cartons as per requirements of individual institutions within the District. The list of institutions and the individual supply quantity to each institution shall be provided by UPLC / GoUP to the selected bidder. Each carton shall be inscribed with the name of the institution to which it is to be supplied
- h. The packed carton should be sealed and preserved in the manufacturer's store / Godown / Warehouse

### **3.9. Insurance & Transportation**

The selected Bidder shall be responsible for acquiring comprehensive insurance including transit insurance, liability insurance and any other insurance for the Laptop, data, software etc. till the delivery & acceptance by the respective SDM or officer designated by concerned District Magistrate in each District.

All costs related to insurance shall be borne by the selected Bidder for goods supplied under the Agreement against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery.

The entire cost of transportation from the Manufacturing Plant or Port of Landing to the designated destination as specified by UPLC shall be borne by the selected Bidder.

The Laptops supplied under the Agreement shall be covered with comprehensive insurance by the selected bidder till the delivery and acceptance by the respective institutions. The Insurance Certificate shall form a part of final acceptance sign off document.

### **3.10. Delivery Schedule**

The Laptops supply shall be completed within the schedule as given below:

<b>S No.</b>	<b>Quantity to be delivered</b>	<b>Supply schedule in Calendar days</b>
1	10% of ordered quantity	0-30 days
2	30% of ordered quantity	31-40 days
3	30% of ordered quantity	41-50 days
4	30% of ordered quantity	51-60 days

- a. Schedule shall be effective from the date of signing of the agreement.
- b. The Laptops shall be delivered as per the consignee list provided by UPLC / GoUP to District Headquarters at the location selected by the concerned SDM or officer designated by concerned District Magistrate to store the Laptops.



- c. The selected Bidder shall deliver the Laptops to respective Districts and shall be handed over to the concerned SDM or officer designated by concerned District Magistrate at respective locations. The distribution of Laptops to the students shall not be in the purview of the selected Bidder.
- d. UPLC may prioritize the Districts with respect to the supply of the Laptops.
- e. The details with respect to the delivery like Location address, contact person name, designation, and contact number shall be provided by UPLC / GoUP at the time of signing of the Agreement.
- f. The selected Bidder should get a Delivery Challan / Acceptance Challan signed by the respective SDM or officer designated by concerned District Magistrate in each District. The Format of the challan is specified in Annexure – 7.
- g. The copies of challan should be sent to UPLC.

### **3.11. Post Delivery sample Inspection & Testing**

The selected Bidder shall depute its technically qualified representative to facilitate in the conduct of sample inspection of 5% of the delivered quantity in presence of SDM / Officer designated by DM and some of the Principals / Head of the Institutions. The sample inspection can start immediately after delivery, preferably shall be completed within 3 days of the delivery of Laptops to the District. The Format of the Inspection report is specified in Annexure - 6.

The Inspection shall be done against the following parameters

- i. Physical damages
- ii. Laptop with Logo, Scheme name, serial number, battery charger and all other accessories.
- iii. User manual comprising specification, operational instructions and Do's and Don'ts instruction in Hindi, English & Urdu.
- iv. Warranty card with names and addresses of service center and telephone numbers
- v. One spare barcode stickers containing manufacturer's serial number.
- vi. Working condition by switching on the Laptop.

After completion of inspection, the Laptops shall be repacked and handed over to the SDM or the officer nominated by the SDM.

Rejected laptops shall be handed over to the authorized representative of the selected Bidder. The numbers of such rejected laptops shall be struck off from the Delivery Challan / Acceptance Challan and the Invoice (if any).

### **3.12. Demonstration**

The selected Bidder shall conduct a basic demonstration to student beneficiaries. The demonstration shall be done at a predetermined location in each district. The location details will be shared later.

Following aspects shall be shown in the demonstration

- a. Overview of all components, software installed in the Laptops
- b. Do's and Don'ts, safety operations
- c. Switch on and power down procedures
- d. Invoking and closing applications
- e. USB connection, DVD reading and safe removing
- f. Track pad usage
- g. Service center details, procedure for the services
- h. Call center access

Attendance Sheet for Demonstration as specified in Annexure - 8 shall be maintained by the Bidder. The selected bidder shall complete the Demonstration within 7 working days of Delivery of Laptops to SDM.

### **3.13. Final Acceptance Sign off**

The selected Bidder shall get a final sign off receipt preferably within 3 days of the successful completion of Demonstration to students. The selected Bidder shall give District wise invoice to the SDM / Officer designated by concerned DM. The invoice shall be enclosed with the list of serial numbers of the Laptops supplied for a particular District. The damaged / defective Laptop, if any shall be taken back by the Selected Bidder representative and strike out the corresponding serial number of the damaged / defective laptops in the serial number list enclosed with invoice. The selected Bidder shall obtain signature & seal of the SDM / Officer designated by concerned DM on the invoice.

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

- i. Invoice
- ii. Delivery Challan acknowledging the Delivery at District
- iii. Quality Certificate by OEM
- iv. Pre-Dispatch Certificate issued by TPA
- v. Insurance Certificate
- vi. Service Centre operational Certificate
- vii. Post-delivery Inspection Certificate at District level
- viii. Certification of successful completion of Demonstration

The date on which such Receipt is signed shall be deemed to be the date of acceptance and commissioning of the system and the warranty of the Laptop starts from that date.

The selected Bidder shall produce a total of 4 copies for records mentioned above (i.e invoice, Delivery

Challan, quality certificate, Pre-Dispatch Inspection report, Insurance certificate, Service Centre operational Certificate, Post-delivery inspection certificate, Demonstration certificate), out of which one remains with the Bidder, one with the SDM / Officer designated by DM, one with District Magistrate and one shall be handed over to UPLC.

### **3.14. Warranty Services**

#### **3.14.1. Warranty**

- a. The Selected Bidder is required to provide a comprehensive warranty for the Laptop including Battery and power adapter supplied for a period of 12 months.
- b. The warranty shall remain valid for 12 months after final acceptance sign-off as per Section 3.13.
- c. The warranty shall cover the system software, pre-loaded software and all the hardware parts
- d. The warranty shall cover free of cost updation of the Operating System - Online as well as the service center.
- e. In addition to warranty as mentioned in above clause, the Bidder shall during the warranty period replace the parts, if any, and remove any manufacturing defect, if found during the above said period, so as to make the Laptop fully operative. The Bidder shall also replace parts of Laptop or the entire Laptop, in case it is found to be malfunctioning and defective, and that the Laptop cannot be put to operation otherwise.

#### **3.14.2. Inventory of Spares**

The selected Bidder has to maintain 2% inventory of spares at the service centers to ensure that all critical spares / components apart from the inventory of new equipments for immediate replacement purposes to be available with the Service Centers in sufficient quantity. The critical spare parts shall include but not limited to the following:

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

The final list of spares comprising the above shall be finalized by UPLC and Bidder before award of contract. In addition, fast moving spare parts (keyboard, power adapter etc.) should also be available in adequate quantity at the Service Centers.

### **3.14.3. Service Centre Setup**

General Information about the Company (Company profile), a list of locations where they have their Service centers along with number of service engineers, Internet connection, number of phone lines, address & contact details of service centers, locations of maintenance inventory available etc. shall be made available to UPLC.

The selected Bidders shall open or authorize a service center in all 75 Districts as specified in the **Annexure - 3** in Uttar Pradesh for the maintenance / comprehensive warranty of Laptops under this RFP. In case the Bidder has no presence in above mentioned locations, he / she shall establish the same within 30 calendar days from the date of notification of award. As soon as the service center is set up, the selected Bidder shall get it certified by SDM / any officer designated by DM and shall obtain Service center operational certificate as per Annexure-9.

The Service Centers shall be manned by at least 2 qualified Engineers. The successful Bidder shall provide prompt after sales support and shall attend any complaint as soon as the Student brings his Laptop to the service center. The Bidder shall send the details of service centers to the respective Schools in the District.

### **3.14.4. Help Desk / Call Center Setup**

- a. The selected Bidder shall establish the services of a centralized toll free call center in India within one month of the Agreement signing and adhere to the SLAs mentioned in the RFP.
- b. The Bidder shall establish the Help desk services by facilitating its own personal Computers / Laptops with IVR system and required monitoring and operation software.
- c. The Help Desk services shall operate 6 working days a week from 9 A.M. to 7 P.M. excluding Gazetted Holidays.
- d. The Monitoring and Operations Software shall be approved by UPLC.

### **3.14.5. Demonstration**

The Selected Bidder shall provide basic demonstration to student beneficiaries as specified in clause 3.11

### **3.14.6. Compliance and Reporting Procedures**

The Bidder shall submit the MIS and Monitoring reports on a regular basis in a mutually decided format agreeable to UPLC and the Bidder.

## **SECTION IV**

## **Service Level Agreement**

## Section IV - Service Level Agreement

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

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

### 4.1. Definitions

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

- a. **“Incident”** refers to any event specifying the defect in Laptop or its component and accessory; virus in Laptop or Operating System Problem or problems in pre-loaded software.
- b. **“Helpdesk Support”** shall mean the call center help desk services to be established by the Bidder.
- c. **“Resolution Time”** shall mean the time taken (after the incident has been reported at the helpdesk), in resolving (diagnosing, troubleshooting and fixing) or asking the student in case of a hardware or software technical issue which can only be resolved at the incident resolved at the nearest Service Center or the time taken by Service Centre to resolve a defective laptop at this service center.
- d. **“Hardware”** is the collection of physical elements that constitutes a computer system. Computer hardware is the physical parts or components of a computer, such as the monitor, mouse, keyboard, computer data storage, hard disk drive (HDD), graphic cards, sound cards, memory, motherboard, and related components, all of which are physical objects that are tangible.

### 4.2. Category of SLAs

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

- a. Adherence of delivery as per the schedule.
- b. Regularly check performance of the Bidder against this SLA.
- c. Discuss escalated problems, new issues and matters still outstanding for resolution.
- d. Review of statistics related to rectification of outstanding faults and agreed changes.
- e. Obtain suggestions for changes to improve the service levels.

- f. Periodic inspection of selected Bidder's Help Desk Records like:
- i. Volume of Calls, and tickets
  - ii. Types of Incidents and requests
  - iii. Time to resolve, ASA and Rate of Abandoned Calls
  - iv. Systems involved
  - v. Areas involved

The SLA will be logically segregated in the following categories:

- a. Pre-Dispatch Inspection
- b. Implementation Service levels / Delivery Schedule
- c. Warranty obligations
- d. Help desk Services
- e. Compliance and Reporting Procedures

The following measurements and targets shall be used to track and report performance on a regular basis. The targets shown in the following tables are applicable for the duration of the Agreement. All the targets for the measurements are calculated on a monthly basis. Please note that the Bidder should provide comprehensive, end-to-end service including supply and commissioning, replacement of the defective Laptops / Laptop components in case of physical damage. No reason shall be entertained (unless those mentioned in Force Majeure) in case of un-availability of any service given in the Scope of Work in this RFP and the appropriate penalty shall be levied. All penalties shall be paid by the Selected Bidder to UPLC / GoUP.

#### 4.2.1. Pre-Dispatch Inspection

**Table 1: Pre-Dispatch Inspection**

S. No.	Measurement	Definition	Target	Penalty
1.	Notice for Pre-Dispatch Inspection	The selected Bidder shall issue a notice to UPLC to get the Pre-Inspection done by TPA nominated by UPLC.	Notice shall be issued 15 days prior to the schedule of supply of Laptops.	INR 50,000 every 1 week of delay in issue of notice on a weekly incremental basis of INR 50,000 subject to a maximum of INR 2,00,000 per lot.

#### 4.2.2. Delivery Schedule Levels

**Table 2: Delivery Schedule**

S No.	Quantity to be delivered	Target	Penalty
1	10% of ordered quantity	0-30 days	A Penalty of 1% for first two weeks, 2% per week for every subsequent week subject to a maximum of 10% of the undelivered quantity.
2	30% of ordered quantity	31-40 days	
3	30% of ordered quantity	41-50 days	
4	30% of ordered quantity	51-60 days	

#### 4.2.3. Warranty obligations

**Table 3: Replacement of faulty Laptops / Laptop components SLA**

Type of Incident	Resolution time	Penalty
<p>Incident 1</p> <p>Repair of the Laptop or the Laptop components including Keyboard, Touch Pad, Battery, AC Adapter, DVD / CD Reader, LCD Display, Plastic Case, Memory, Motherboard, Processor, Ports, Wireless, Hard Drive, Cooling System (Fan etc.), Expansion Cards (if available), Pointing Device (If applicable) which can be Repaired in the Service center has to be fixed within 2 days of reporting of the problem.</p> <p><i>T shall be the agreed resolution time which in case of repair is 2 (two) working days.</i></p>	T	No Penalty
	T1 = T+2 days	0.5% of the value of the Laptop for every unresolved incident.
	T2 = T1+2	1% of the value of the Laptop for every unresolved incident.
	> T2	2% of the value of the Laptop for every unresolved incident subject to a maximum of 15 days. After 15 days Bidder shall replace the Student's Laptop with the new Laptop along with a penalty of 20% of the value of the Laptop to UPLC / GoUP
<p>Incident 2</p> <p>Replacement including the Faulty Laptop components and faulty operating system as mentioned above to be replaced within 4 days of reporting the problem.</p> <p>The Bidder should maintain at least 2% inventory to carry out the replacement work.</p> <p>The Bidder shall attract 20% extra penalty on the total penalty calculated from Incident 1 &amp; Incident 2 when the cases of Resolution Time &gt; T2 exceeds 100 in number per District on a monthly basis.</p>	T	No Penalty
	T1 = T+4 days	1% of the value of the Laptop for every unresolved incident.
	T2 = T1+2 days	2% of the value of the Laptop for every unresolved incident.
	> T2	5% of the value of the Laptop for every unresolved incident subject to a maximum of 15 days. After 15 days Bidder shall replace the Student's Laptop with the new Laptop along with a penalty of 20% of the value of the Laptop to UPLC / GoUP.



Incident 3	T	No Penalty
Replacement of the Laptop in case of defective Laptop or irreparable Laptop as declared by the Bidder to be replaced within 15 days of reporting the problem.	> T	A Penalty of 5% per week subject to a maximum of the total value of the Laptop.

#### 4.2.4. Help Desk Services

**Table 4: Help Desk Services related SLA**

S. No.	Measurement	Definition	Target	Penalty
1.	First level resolution.	The Helpdesk shall resolve the problem on the first call.	Percentage of First level resolution should be greater than 80%.	INR 10,000 per percent point decrease of resolution rate below 80%.
2.	Email response or call Response from a web form submission.	The Helpdesk shall respond to the email or the online form.	Within 4 Hours.	INR 1,000 per Email or online form not replied to within 4 hours of receipt on any working day. Email or online form received after 4.00 PM on any working day shall have to be replied on the next working day by 10.00 AM.
3	Speed to answer.	The response to answering a call.	Average speed to Answer (ASA) should be Less than 60 seconds, on working days	INR 25,000 per month in case the ASA exceeds 60 seconds.
4	Abandoned Calls after ASA service levels.	Abandoned calls by the Bidder.	Abandoned calls after ASA service level should be less than 5% on working days	INR 25,000 per month in case the abandoned calls exceed 5% after ASA.

#### 4.2.5. Compliance & Reporting procedures SLAs

**Table 5: Compliances & Reporting procedure SLAs**

S. No.	Measurement	Definition	Target	Penalty
1.	Submission of MIS Reports.	The selected Bidder shall submit the MIS reports as requested by the UPLC.	Report for the previous month shall be submitted by the 7th of the next month. Penalty shall be levied only after the 10th of the month of submission.	INR 500 every 1 day of delay in submission on an incremental basis to a maximum of INR 2,500.

### **4.3. SLA Review Process**

- a. Either UPLC or the selected Bidder may raise an issue with respect to SLAs compliance in writing & clearly communicating the specific points of disagreement with possible solutions.
- b. A meeting or conference call will be conducted to resolve the issue in a timely manner. The documented issues will be distributed to the participants at least 24 hours prior to the discussion if the issue is not an emergency requiring immediate attention.
- c. UPLC and the Bidder shall develop an interim solution, if required, and subsequently the permanent solution for the problem at hand. The Bidder will then communicate the resolution to all interested parties.
- d. In case the issue is still unresolved, the arbitration procedures described in Section 6.34 will be applicable.

### **4.4. Penalties**

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

### **4.5. Liquidated Damages**

- a. Subject to clause for Force Majeure, if the Selected Bidder fails to complete the Supply and Commissioning of Laptops within 60 days or if Bidder repudiates the Agreement before completion of the work, UPLC at its discretion may without prejudice to any other right or remedy available to UPLC under the Agreement recover a maximum of 10% (Ten percent) of the total value of the order from the Bidder as Liquidated Damages (LD).
- b. UPLC will be free to procure the remaining Laptops from alternate sources at the cost and risk of the defaulting Vendor, by forfeiting the EMD / Security Deposit of the Bidder. In addition, UPLC will impose a cancellation charge of 5% of the value of undelivered Laptops, which shall be recovered from the pending bills or EMD / Security Deposit or by raising claims.
- c. The selected Bidder shall in addition to other remedies available to UPLC / GoUP be liable to pay a sum of INR 10,00,000 (Rupees Ten Lakh only) for every occasion as Liquidated Damages if found that the Bidder is misusing the Uttar Pradesh Government Logo for any purpose other than for the Supply of Laptops under this scheme or using it for Bidder's benefit without express written permission of UPLC or GoUP.

## **SECTION V**

## **Instructions to Bidders**

## Section V- Instructions to Bidders

### 5.1. Procedure for Submission of Bids

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

- a. Each copy of, Qualification Bid, and Commercial Bid of the RFP should be covered in separate sealed covers super-scribing, "Qualification Bid" and "Commercial Bid" respectively. Each copy of each Bid should also be marked as "Original" and "First Copy" as the case may be. All the two copies of each Bid should be put in a single sealed cover super-scribing "Qualification Bid" and "Commercial Bid" as the case may be. **Please Note that Prices should not be indicated in the "Qualification Bid" but should only be indicated in the "Commercial Bid".**
- b. The two envelopes containing copies of Qualification Bid, and Commercial Bid should be put in another single sealed envelope clearly marked "Selection of Vendor(s) for Supply of Laptops throughout the State of Uttar Pradesh". These envelopes are to be super scribed with RFP Number and the wordings "DO NOT OPEN BEFORE 14:00 hours on 04<sup>th</sup> Mar 2016.
- c. The cover thus prepared should also indicate clearly the name, address, telephone number & email-id of the Bidder to enable the Bid to be returned unopened in case it is declared "Late".
- d. Demand Draft / Banker's Cheque / Bid Document purchase receipt (in case Bid Document is purchased from UPLC Office) of Bid document Fees and Demand Draft / Banker's Cheque of Processing Fees and Demand Draft / Banker's Cheque / Bank Guarantee of Earnest Money Deposit (EMD) should be attached separately while submitting the Bid.
- e. Each copy of the Proposal should be a complete document. The Document should be page numbered and appropriately flagged and must contain the list of contents with page numbers. Different copies must be bound separately. Any deficiency in the documentation may result in the rejection of the Bid.
- f. In case of any discrepancy observed by UPLC in the contents of the submitted original paper Bid Documents with respective copies, the information furnished on original paper Bid Document will prevail over others.
- g. As part of the Bid, Bidder should also provide the Qualification Bid in soft copy format, in the form of a non-rewriteable CD (Compact Disc) as follows:
  - i. Two (2) copies of CD each containing the Qualification Bid should be sealed along with the hard copies of the respective Bids.
  - ii. All CDs submitted by the Bidder must be in sealed covers. The sealed covers as well as the CD media must be duly signed by the Bidder using a "Permanent Pen / Marker", should be super-scribed with "Qualification Bid Soft Copy" and should bear the name of the Bidder.

- iii. Bidder must ensure that the information furnished by him in CDs is identical to that submitted by him in the original paper Bid Document. In case of any discrepancy observed by UPLC in the contents of the CDs and original paper Bid Documents, the information furnished on original paper Bid Document will prevail over the soft copy.
- iv. Bidder must ensure that the Qualification Bid CDs do not contain any Commercial items / prices.
- h. Telex / Telegraphic / Tele-fax / e-Mail Bids will not be considered. All out-station Bids, if sent by post, should be sent under registered cover.
- i. If the outer envelope is not sealed and marked as indicated above, UPLC will assume no responsibility for the Bid's being misplaced or premature opening.

## **5.2. Authentication of Bid**

The original and all copies of the Bid shall be typed or written in indelible ink. **The original and all copies (hard copies) shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Agreement.** All pages of the Bid, except for un-amended printed literature, shall be initialed and stamped by the person or persons signing the Bid.

## **5.3. 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 such corrections shall be initialed by the person or persons signing the Bid.

## **5.4. Cost of Bidding**

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

## **5.5. Site Visit**

The Bidder may visit and examine sites at a time to be agreed with UPLC / GoUP, and obtain for himself on his own responsibility all information that may be necessary for preparing the Bid Document. The visit may not be used to raise questions or seek clarification; such matters must be submitted in writing. The costs of visiting the site(s) shall be at Bidder's own expense.

## **5.6. Clarification on RFP**

- a. A prospective Bidder requiring any clarification on the RFP Document may submit his queries, in

writing, at the mailing address and as per schedule indicated in “**Key Events and Dates**”. The queries must be submitted in the following format only to be considered for clarification:

**Table: Clarification Format**

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

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

- b. UPLC will respond in writing, to any request for clarification to queries on the RFP, received not later than UPLC Dates prescribed in Section 1.5. Written copies of the clarifications (including the query but without identifying the source of inquiry) will be sent to all prospective Bidders who have physically purchased the RFP Document from UPLC.

### **5.7. Language of Bids**

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

### **5.8. Documents Comprising the Bids**

The Proposal shall have Two Cover System for this RFP as outlined in section 5.1:

- i. Qualification Bid in one cover - 2 Copies - one Original and one First Copy.
- ii. Commercial Bid in one cover - 2 Copies - one Original and one First Copy.

Proposal submitted by the Bidder shall comprise the following:

- a. Proposal covering letter (covering letter is set forth in **Annexure - 1** of this RFP).
- b. Qualification Document as prescribed in the **Section VII** of this RFP.
- c. Commercial proposal as specified in **Section VIII** of this RFP.
- d. Samples of Laptops proposed along with Test Reports to be submitted.
- e. Any other information that is required to be submitted in the proposal process.

Bidder shall submit with its proposal, inter alia, the board's (Bidder's Board of Directors') resolution authorizing the signatory on the behalf of Bidder to sign / execute the proposal as a binding document and also to execute all relevant Agreements forming part of RFP.

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

The Bid shall be attached with the Covering Letter as specified in **Annexure - 1** and shall be enclosed in the main envelope, which has the EMD, Bid Document Fees, Processing Fees, Qualification and Commercial Bid Envelopes. **Bids not submitted with this Covering Letter shall be liable for rejection.**

### **5.9. Bid Prices**

- a. The Bidder shall indicate the price in the prescribed format, the unit rates and total Bid Prices of the Laptops, inclusive of twelve months comprehensive warranty, it proposes to provide under the Agreement. In absence of above information as requested, the Bid may be considered incomplete and be summarily rejected. The price components furnished by the Bidder in accordance with format provided in the RFP will be solely for the purpose of facilitating the comparison of Bids by UPLC.
- b. The Bidder shall prepare the Bid based on details provided in the RFP. It must be clearly understood that the Scope of Work is intended to give the Bidder an idea about the order and magnitude of the work and is not in any way exhaustive and guaranteed by UPLC. The Bidder shall carry out all the tasks in accordance with the requirement of the RFP and due diligence and it shall be the responsibility of the Bidder to fully meet all the requirements of the RFP.

### **5.10. Firm Prices**

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

### **5.11. Bid Currencies**

Prices shall be quoted in Indian Rupees (INR).

### **5.12. Bid Security (Earnest Money Deposit)**

- a. Bidders shall submit, along with their Bids, Bid security or Earnest Money Deposit (EMD) of INR 2,00,00,000/- (Rupees Two Crores only), in the form of a Demand Draft / Banker's Cheque in favour

of "U.P. Electronics Corporation Limited" payable at Lucknow OR Bank Guarantee of Scheduled Bank in favour of "U.P. Electronics Corporation Limited" valid for a period of one year. EMD in any other form will not be entertained. **Please refer Annexure-2 for the Bank Guarantee format.**

- b. The EMD of all unsuccessful Bidders would be refunded by UPLC. The Bid security, of the successful Bidder would be returned upon submission of Performance Guarantee.
- c. Bid without EMD shall be rejected.

### **5.13. Bid Validity Period**

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

### **5.14. Local / Site Conditions**

- a. It will be incumbent upon each Bidder to fully acquaint himself with the local conditions and other relevant factors at the proposed Distribution / Demonstration centers which would have any effect on the performance of the work and/or the cost. The Bidders are advised to visit the proposed AMC location / Service Centers (at its own cost) and due-diligence should be conducted before the Bid-submission.
- b. Failure to obtain the information necessary for preparing the Bid and/or failure to perform activities that may be necessary for providing warranty services before entering into the Agreement will in no way relieve the selected Bidder from performing any work in accordance with the RFP.
- c. It will be imperative for each Bidder to fully inform themselves of all legal conditions and factors which may have any effect on the execution of the work and the Agreement as described in the RFP. UPLC shall not entertain any request for clarification from the Bidder regarding such conditions.

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

### **5.15. Modification and Withdrawal of Bids**

No proposal may be modified / withdrawn in the interval between the deadline for submission of



proposals and the expiration of the validity period specified by the Bidder on the proposal form.

## **5.16. Opening of Bids**

### **5.16.1. Opening of Qualification Bid**

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

The Technical Tender Evaluation Committee (TTEC) duly appointed by UPLC / GoUP shall see the following:

- a. The Bids have been received in time. Bids received late shall not be opened.
- b. The Bids are marked as required in the.
- c. The Bid Document fees of INR 1,000 have been paid or a DD / Banker's Cheque as defined is enclosed. If not, the Bid shall not be opened.
- d. The Bid processing fee of INR 50,000 in form of DD / Banker's Cheque is attached separately. If not, the Bid shall not be opened.
- e. The Qualification and Commercial Bids are enclosed and marked as given in the RFP. If not, the Bid shall not be opened.

The EMD envelope of the Bidders will be opened first on the same day and time on which the Bids is opened, and Bids not accompanied with the requisite EMD or whose EMD is not in order shall be rejected forthwith.

### **5.16.2. Evaluation of Qualification Bid**

#### **Qualification Bid:**

- a. The Qualification Bids of only those Bidders, whose EMD is in order shall be opened first.
- b. Bidders need to fulfill all the Qualification conditions mentioned in Qualification Criteria of the RFP. TTEC 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.
- c. Bids of Bidders whose Qualification proposal does not meet the set criteria shall be rejected forthwith.
- d. The Commercial Bids of disqualified Bidders will be returned unopened on formal written request to UPLC.
- e. TTEC 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. Oral clarifications provide the opportunity for the Committee to state its requirements clearly and for the Bidder to more clearly state its proposal. The Committee may seek inputs from their professional, technical faculties in the evaluation process.

- f. Conditional Bids will be rejected.

### **5.16.3. Announcement of Bids**

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

### **5.16.4. Bids Not Considered For Evaluation**

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

### **5.16.5. Criteria for Evaluation of Bids**

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

### **5.16.6. Criteria for Evaluation and Comparison of Qualification Bids**

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

- a. Bidders need to fulfill all the Qualification conditions mentioned in Qualification Criteria of the RFP. TTEC will examine the Bids to determine whether they are complete, whether the Bid format conforms to the RFP requirements, whether documents have been properly signed, and whether the Bids are generally in order.
- b. The Bidder should submit credentials that best illustrate ability to provide the services required as per the RFP. Credentials in similar environments in terms of scope coverage, magnitude, organizational characteristics etc. should be given preference.
- c. The Bidder needs to strictly adhere to the formats provided in section VII and provide information against each of the line items. Any non-conformance shall constitute a deviation from RFP conditions.
- d. It is mandatory to furnish complete Technical specifications of the Hardware being offered, strictly as per the formats provided in Section 7.12. These specifications should be considered as minimum to be fulfilled.
- e. All relevant product information such as User Manuals, Technical Specification sheets etc. should be submitted along with the offer. Failure to submit this information along with the offer could result in disqualification of the Bid.

### **5.16.7. Opening and Comparison of Commercial Bids**

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

### **5.17. Negotiation**

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

### **5.18. Rectification of Errors**

- a. Bidders are advised to exercise adequate care in quoting the prices. No excuse for corrections in the quoted price will be entertained after the proposals are opened. All corrections, if any, should be initialed by the person signing the proposal form before submission, failing which the figures for such items may not be considered.
- b. Arithmetic errors in proposals will be corrected as follows:

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

### **5.19. Contacting UPLC / GoUP**

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

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

UPLC / GoUP may at any time, by a written order given to the Bidder, make changes to the Scope of the work as specified below:

- a. UPLC / GoUP reserves the right to vary the quantity to be ordered by 10% of the Original Quantity.
- b. If any such change cause an increase or decrease in the cost of or the time required for the Bidder's performance of any part of the work under the Agreement, whether changed or not changed by the order, an equitable adjustment shall be made in the Agreement Value or time schedule, or both, and the Agreement shall accordingly be amended. Any claims by the Bidder for adjustment under this Clause must be asserted within thirty (30) days from date of the Bidder's receipt of UPLC's order for change. The unit rate per Laptop quoted / accepted by the selected Bidder shall however not change.

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

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

## **5.22. Notification of Award**

### **5.22.1. Notification to Bidder**

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

### **5.22.2. Signing of Agreement**

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

- a. Performance security
- b. Agreement form
- c. Warranty
- d. Payment Schedule
- e. Prices
- f. Assignment

- g. Liquidated damages
- h. Termination
- i. Applicable law
- j. Notices
- k. Taxes and duties
- l. Confidentiality
- m. Limitation of liability
- n. Technical Documentation
- o. Project Management
- p. Bidder's obligations
- q. Other clauses as detailed in this RFP

### **5.22.3. Discharge of Bid Security**

Prior to signing of the Agreement, UPLC shall promptly request the Selected Bidder to provide Performance Guarantee pursuant to Section 5.24. On receipt of the Performance Guarantee, the Bid security of all successful Bidders will be released. The EMD amount of successful bidders may be converted as part of the Performance Guarantee.

### **5.22.4. Expenses for the Agreement**

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

### **5.23. Failure to abide by the Agreement**

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

### **5.24. Bank Guarantee for Performance**

- a. The successful Bidder shall at his own expense may deposit with UPLC, within 15 (fifteen) days after the receipt of notification of award of the Contract (Letter of Intent) from UPLC, an unconditional and irrevocable Performance Bank Guarantee (PBG) from a Scheduled Bank acceptable to UPLC, in the format prescribed in **Annexure - 2**, payable on demand, for the due performance and fulfillment of the Agreement by the Bidder.
- b. The Performance Guarantee may be submitted as Demand Draft / Banker's Cheque / Bank Guarantee from a Scheduled Bank.

- c. This Performance Guarantee shall be for an amount equivalent to **5%** of Agreement value. All incidental charges whatsoever such as premium, commission etc. with respect to the Performance Guarantee shall be borne by the Bidder. The Performance Guarantee shall be valid for six months post completion of the warranty period, i.e., 20 months after final acceptance sign off as per section 3.13. Subject to the terms and conditions in the Performance Bank Guarantee, at the end of 20 months after the final acceptance sign off, the Performance Bank Guarantee may be discharged / returned by UPLC / GoUP upon being satisfied that there has been due performance of obligations of the Bidder under the Agreement. However, no interest shall be payable on Performance Guarantee. The Bank Guarantee should be in favour of “U.P. Electronics Corporation Limited”.

### **5.25. Rejection Criteria**

- a. The proposal of a Bidder is liable to be disqualified in the following cases or in case Bidder fails to meet the bidding requirements as indicated in this RFP:
- i. Proposal not submitted in accordance with the procedure and formats prescribed in this document.
  - ii. During validity of proposal, or its extended period after last date and time for submission of Bids, if any, the Bidder increases the quoted prices.
  - iii. The Bidder qualifies the proposal with his own conditions.
  - iv. Proposal is received in incomplete form.
  - v. Proposal is received after due date and time.
  - vi. Proposal is not accompanied by all the requisite documents.
  - vii. Information submitted in Qualification proposal is found to be misrepresented, incorrect or false, accidentally, unwittingly or otherwise, at any time during the processing of the Agreement (no matter at what stage) or during the tenure of Agreement including the extension period if any.
  - viii. Commercial proposal is enclosed in the same envelope as Qualification Proposal.
  - ix. Bidder tries to influence the proposal evaluation process by unlawful means at any point of time during the Bid process.
  - x. In case any Bidder submits multiple proposals or if common interests are found in two or more Bidders, the Bids are likely to be disqualified, unless additional proposals/Bids are withdrawn immediately upon conflict of interest.
  - xi. Bidder fails to deposit the Performance Guarantee prior to signing of the Agreement or fails to enter into an Agreement within 15 working days of the date of Letter of award of Contract (LOI) or within such extended period, as may be specified by UPLC.
- b. Bidders may specifically note that while evaluating the proposals, if it comes to UPLC’s knowledge expressly or implied, that some Bidders may have colluded in any manner whatsoever or otherwise

joined to form an alliance resulting in delaying the processing of proposal then the Bidders so involved are liable to be disqualified for this Contract as well as for a further period of three years from participation in any of the tenders floated by the UPLC / GoUP.

- c. UPLC will reject a proposal for award if it determines that the Bidder recommended for award, or any of its personnel, or its agents or, Vendors and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the Contract in question;

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

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

## **5.26. Concessions permissible under statutes**

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

## **5.27. Income Tax Liability**

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

**SECTION VI**

**General Conditions of Agreement**



## Section VI- General Conditions of Agreement

### 6.1. Form of Agreement

This AGREEMENT (hereinafter called the "Agreement") is made on the \_\_\_\_\_, 2016, between Uttar Pradesh Electronics Corporation Limited, Lucknow having its office at 10 - Ashok Marg, Lucknow-226001 (hereinafter referred to as the "UPLC" which term or expression, unless excluded or repugnant to the subject or context, shall mean and include its successors-in office and assignees) of the First Part and, \_\_\_\_\_, having its office at \_\_\_\_\_. (herein after called the "Vendor") of the Second Part.

#### WHEREAS

- a. UPLC intends to enable the **Selection of Vendor(s) for supply of Laptops throughout the state of Uttar Pradesh involving the complete Scope of Work described in the RFP.**
- b. UPLC undertook the selection of a Vendor adopting an open tender route, through International Competitive Bidding for Selection of Vendor(s) for supply of Laptops throughout the state of Uttar Pradesh and issued a Request for Proposal (RFP) dated 30th January, 2016.
- c. UPLC intends to accord to the Vendor the right to undertake the Project on the terms and conditions set forth in the Agreement;
- d. The Vendor in pursuance of its proposal undertakes to Supply, Commission, Service support and any other requirement as per UPLC during the aforesaid period stated hereinabove.
- e. All the conditions stated in the Request for Proposal (RFP) and the Corrigendum Document shall form part of the Agreement.
- f. The parties agree that for providing the Goods (Laptops & Laptop Bags) and comprehensive one year warranty as per the terms of this Agreement, the Vendor shall be paid as per the payment schedule detailed in the RFP.

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

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

- (a) UPLC shall make payments to the Vendor in accordance with the provisions of the Agreement.

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

**In presence of**

**Signed by**

(Witnesses)

For and on behalf of UPLC  
(UPLC, Lucknow")

(i)

(ii)

(Authorized Representative)

(Witnesses)

For and on behalf of Vendor

(i)

(ii)

(Authorized Representative)

## **6.2. Definitions**

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

- i. "**Applicable Law**" means the laws and any other instruments having the force of law in India for the time being.
- ii. "**Bidder**" shall mean an Individual Company registered under the Companies Act 1956 participating in the Bidding process.
- iii. "**Vendor**" or "**Supplier**" shall mean the Bidder Company after selection through the RFP with whom the order has been placed for supplying Laptop & providing twelve months comprehensive warranty as specified in this RFP/ Agreement and shall be deemed to include the Bidder's successors, representatives (approved by UPLC), heirs, executors, administrators and permitted assigns, as the case may be, unless excluded by the terms of the Agreement.
- iv. "**Bidder's Representative**" means the person or the persons appointed by the Bidder from time to time to act on its behalf for overall co-ordination, supervision and Project

management.

- v. **“UPLC”** shall mean “U.P. Electronics Corporation Limited” and shall include its legal representatives, successors and permitted assignees.
- vi. **“UPLC’s Representative”** shall mean the person appointed by UPLC from time to time to act on its behalf at the site for overall coordination, supervision and Project management.
- vii. **“Agreement”** means all the contents and specifications including the annexure, and any further amendments issued by UPLC, of the RFP and contents of this Agreement. Notwithstanding the foregoing, in the event of a conflict between the Agreement and the RFP, the terms of this Agreement shall prevail.
- viii. **“Agreement Price / Value”** means the price payable to the Bidder under the Agreement for the full and proper performance of its contractual obligations.
- ix. **“Day”** means calendar day.
- x. **“Deliverables”** means the Goods (Laptop, Laptop Accessories & Laptop Bags), inclusive of twelve months comprehensive warranty agreed to be delivered by the Vendor in pursuance of this Agreement as defined in the RFP
- xi. **“Effective Date”** means the date on which this Agreement is signed and executed by the parties hereto. If this Agreement is executed in parts, then the date on which the last of such Agreement is executed shall be construed to be the effective date.
- xii. **“Government”** or **“GoUP”** means the Government of Uttar Pradesh.
- xiii. **“Personnel”** means professionals and support staff provided by the Bidder and assigned to perform supply of goods and fulfill warranty obligations or any part thereof.”
- xiv. **“Third Party”** means any person or entity other than the Government, UPLC, and Bidder.
- xv. **“In writing”** means communicated in written form with proof of receipt.
- xvi. **“Performance Guarantee”** shall mean the guarantee provided by the Bidder in favor of UPLC for an amount specified in the RFP. The Performance Guarantee may be in the form of Demand Draft / Bankers Cheque OR a Bank Guarantee.
- xvii. **“Project”** shall mean a scheme announced by GoUP under which Laptop are to be provided to certain Category of eligible students in the State of Uttar Pradesh.
- xviii. **“RFP”** or **“Request for Proposal”** means the documents containing the Qualification, Commercial and Legal Specifications. It includes Annexure(s), clarifications, explanations and amendments issued from time to time.
- xix. **“Service Level”** means the level of performance which will apply to the supply of Laptops and performance of warranty obligations as set out in the RFP.”
- xx. **“Service Level Agreement (SLA)”** means the Level of Services to be provided by Vendor

as provided in Section IV of the RFP”

- xxi. **“Warranty”** means the obligation of the vendor to supply quality and quantity of goods and associated services delivered to the Stakeholders of the Project using the tangible and intangible assets created, procured, installed, managed and operated by the Vendor and includes but is not limited to the list of services specified in the RFP.
  - xxii. **“Sign-off”** shall mean a written certification issued by UPLC / GoUP evidencing the acceptance, approval or completion, as the case may be, of any deliverable that may be required in terms of the Agreement.
  - xxiii. **“Stakeholders”** includes UPLC & UPLC Employees; Government of Uttar Pradesh, District Magistrates, SDMs; Government Schools in Uttar Pradesh; Private-aided Schools in Uttar Pradesh; Students, Teachers & Principals of Educational Institutions; and such other persons / entities that have direct or indirect role in the Project.
  - xxiv. **“Peripheral device”** is defined as an auxiliary device that connects to and works with the Laptop / PCs in some Way. In the current context the Peripheral devices which will be considered under the RFP are Mouse, Keyboard, Hard drive, Monitor, CD-ROM drive, Graphic Cards, Printers, Scanners, Webcams, and Microphones.
- b. References to any statute or statutory provision include a reference to that statute or statutory provision as from time to time amended, extended, re-enacted or consolidated and to all statutory instruments made pursuant to it.
  - c. Words denoting the singular shall include the plural and vice versa and words denoting persons shall include firms and corporations and vice versa.
  - d. The headings and use of bold type in this Agreement are for convenience only and shall not affect the interpretation of any provision of this Agreement.

### **6.3. Interpretation**

In this Agreement unless a contrary intention is evident:

- a. The section headings are for convenient reference only and do not form part of this Agreement;
- b. Unless otherwise specified a reference to a section number is a reference to all of its sub-sections;
- c. Unless otherwise specified a reference to a section or sub-section is a reference to a section or sub-section of this Agreement including any amendments or modifications to the same from time to time;
- d. A word in the singular includes the plural and a word in the plural includes the singular;
- e. A word importing a gender includes any other gender;
- f. A reference to a person includes a body corporate;
- g. A reference to legislation includes legislation repealing, replacing or amending that legislation;

- h. Where a word or phrase is given a particular meaning it includes the appropriate grammatical forms of that word or phrase which have corresponding meanings;
- i. In the event of an inconsistency between the terms of this Agreement and the RFP and the Bid, the terms hereof shall prevail.

#### **6.4. Representations & Warranties**

- a. The Vendor warrants and represents to UPLC that:
  - i. it has full capacity and authority and all necessary approvals to enter into and to perform its obligations under this Agreement;
  - ii. this Agreement is executed by a duly authorized representative of Bidder;
  - iii. it shall discharge its obligations under this Agreement with due skill, care and diligence.
- b. In the case of the SLAs, the Vendor warrants and assures to UPLC, that:
  - i. the Vendor has full capacity and authority and all necessary approvals to enter into and perform its obligations under the SLAs and to provide the Services;
  - ii. the SLAs shall be executed by a duly authorized representative of the Vendor;
  - iii. The Vendor should have experience in managing and providing Goods and warranty similar to those as given in the RFP and that it shall perform the warranty Services with all due skill, care and diligence;
  - iv. the Services shall be provided and rendered by appropriately qualified, trained and experienced personnel as approved by UPLC;
  - v. The Vendor warrants that (i) the fact that all software & hardware included in the Bid is either covered by a valid license / approvals / consents or was produced by the Vendor or its partners and (ii) that violations shall be considered fraud, which is, among other remedies for fraud, is punishable by potential blacklisting from participation in future procurement by UPLC / GoUP.
  - vi. The warranty services will be supplied in conformance with all applicable laws, enactments, orders and regulations;
  - vii. Vendor shall use its reasonable endeavors to ensure that the equipment, software and hardware supplied and/or used in the course of the provision of the Services, are operational and functional; and
  - viii. The Vendor at any point during performance of the Agreement, should technological advances be introduced by the OEM / Vendor for Information Technologies originally offered by the OEM / Vendor in its Bid and still to be delivered, the Vendor shall be obligated to offer to UPLC the latest versions of the available Information Technologies having equal or better performance or functionality at the same or lesser unit prices.

- ix. The Vendor shall provide a warranty for a period of 12 months from the date of supply & commissioning as per the delivery schedule of the Agreement. The Vendor shall ensure defect free operation and shall repair / replace any such hardware components and reinstall software / operating system during the entire warranty period. No additional costs shall be paid separately for the warranty other than the costs quoted by the Vendor and as specified in the Agreement.
  - x. If the Vendor uses in the course of the provision of the work, Laptop or the hardware components, any software manufactured by any third party which are embedded in the Deliverables or are essential for the successful use of the Deliverables, it shall pass through the third party to UPLC / GoUP manufacturer's warranties relating to those components, software and hardware. Subject to the fulfillment of the obligations of the Vendor as provided for in **Section 6.4 (b) (ix)** above, in the event that such warranties cannot be enforced by UPLC, the Vendor shall enforce such warranties on behalf of UPLC and pass on to UPLC, the benefit of any other remedy received in relation to such warranties.
  - xi. During the comprehensive warranty period, the Vendor shall repair or replace the defective components or entire Laptop including battery and power adapter subject to the suitability, as per the Agreement at no additional cost to the UPLC or the stakeholders.
- c. Notwithstanding what has been stated elsewhere in this Agreement, in the event the Vendor is unable to meet the obligations pursuant to the implementation of the Project, Operations and Maintenance & Provision of warranty Services and any related scope of work as stated in this Agreement, UPLC shall have the option to invoke the Performance Guarantee after serving a written notice of 30 (Thirty) days on the vendor.

## **6.5. Scope of Work / Agreement**

- a. Scope of work shall be as defined in this Agreement, Scope of Work including specifications and the Service Level Agreement and annexes thereto of this RFP.
- b. UPLC has engaged the Vendor for Supply, Commissioning, and Maintenance of Laptops. The Vendor is required to supply the Laptops, offer the Laptops for Pre-dispatch inspection, facilitate the Post-delivery sample Inspection and testing, provide 12 months comprehensive warranty and manning and operating the Service Centers along with support and infrastructure as necessary during the term of this Agreement and includes all such processes and activities which are consistent with the proposals set forth in the Bid, the RFP and this Agreement and are deemed necessary by UPLC in order to meet its requirements (hereinafter 'Scope of Work').
- c. If any services, functions or responsibilities not specifically described in this Agreement are an inherent, necessary or customary part of the Services or are required for proper performance or provision of the Services in accordance with this Agreement, they shall be deemed to be included within the scope of the work to be delivered for the charges, as if such services, functions or responsibilities were specifically described in this Agreement.

- d. UPLC reserves the right to amend any of the terms and conditions with mutual agreement in relation to the Scope of Work and may issue any such directions which are not necessarily stipulated therein if it deems necessary for the fulfillment of the Scope of Work pursuant to the RFP.

### **6.6. Duration of the Agreement**

This Agreement shall come into effect on \_\_\_\_\_2016 (hereinafter called the “Effective Date”) and shall continue till the completion of the warranty, subject to fulfillment of the rights and obligations of the Parties under the Agreement. This notice shall confirm that the conditions precedent and effectiveness conditions, if any, have been met.

The Agreement shall start from the date of signing of this Agreement till the expiry of the warranty of Laptops.

### **6.7. Performance Guarantee**

Within 15 (fifteen) days after the receipt of notification of award of the work (Letter of Intent) from UPLC the successful Bidder shall furnish performance guarantee to UPLC which shall be equal to 5% of the value of the Agreement and shall be in the form of a Bank Guarantee or a DD / Banker's Cheque from a Scheduled Bank in the Proforma given in **Annexure - 2**.

### **6.8. Vendor's Obligations**

- a. The Vendor shall:
- i. Provide goods and warranty 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. The Vendor shall ensure that the Service Engineers at Service Centers are competent, professional and possesses the requisite qualifications and experience appropriate to the task they are required to perform under this Agreement and to the satisfaction of UPLC / GoUP. Nothing in this Agreement relieves the Vendor from its liabilities or obligations under this Agreement with UPLC directions and requirements and as stated in this Agreement.
- b. The Vendor's representative shall have all the powers requisite for the performance of supply of goods and warranty services under this Agreement. The Vendor's representative shall liaise with UPLC's representative for the proper coordination and timely completion of the supply and on any other matters pertaining to the scope of work. He shall extend full co-operation to all the stakeholders' in the manner required by them for supervision / inspection / observation of hardware, equipment / material, procedures, performance, reports and records pertaining to the works.
- c. Reporting Progress:
- i. Vendor shall monitor usage and progress of all the activities specified in the Agreement through appropriate web based software and submit free of cost monthly progress report about various

aspect of the work to UPLC or its specified stakeholders. Formats for such reporting shall be discussed at the time of Agreement finalization.

- ii. Facilities services and/or labor to be provided by the Vendor under the Agreement and the manner and speed of execution and maintenance of the work are to be conducted in a manner to the satisfaction of UPLC's representative in accordance with the Agreement. Should the rate of progress of the work compliance to the requirements of the schedule specified in this Agreement or any part of them, at any time, fall behind the stipulated time for completion or is found to be too slow to ensure completion of the works or insufficient for satisfactory operation the UPLC's representative shall so notify the Vendor in writing.
  - iii. The Vendor shall reply to the written notice giving details of the measures he proposes to take to expedite the progress so as to complete the works by the prescribed time. The Vendor shall not be entitled to any additional payment for taking such steps.
  - iv. In case during the supply, commissioning and demonstration the progress falls behind schedule or does not meet the desired requirements, the Vendor shall deploy extra manpower, resources, infrastructure to make up the progress or to meet the requirements. All time and cost effect in this respect shall be borne by the Vendor.
- d. Knowledge of Infrastructure & geographical sites:
- i. The Vendor shall be deemed to have understood the requirements and have satisfied himself contained in the Bidding documents, the quantities and nature of the works and materials necessary for the completion of the works, etc. and in-general to have obtained himself all necessary information of all risks, contingencies and circumstances affecting his obligations and responsibilities therewith under the Agreement and his ability to perform it. However, if during the process of commissioning, demonstration and maintenance, as required by UPLC, Vendor detects any obstructions affecting the work, the Vendor shall take all measures to overcome them.
  - ii. Vendor shall be deemed to have satisfied himself as to the correctness and sufficiency of the Agreement Price for the supply of goods and warranty services. The consideration provided in the Agreement for the Vendor undertaking the supply of goods and warranty services shall cover all the Vendor's obligation and all matters and things necessary for proper execution and maintenance of the supply of goods and warranty services in accordance with the Agreement and for complying with any instructions which UPLC's / GoUP's representative may issue in accordance with or in connection therewith and of any proper and reasonable measures which the Vendor takes in the absence of specific instructions from UPLC's representative.

## **6.9. Vendor's Team**

- a. The Vendor shall provide to UPLC, 5 (five) days prior to the effective date of commencement of works services, an organization chart showing the proposed organization / manpower to be established by the Vendor for execution of the work / facilities including the identities of the key



personnel to be deployed. The Vendor shall promptly inform UPLC in writing of any revision or alteration of such organization charts.

- b. The Vendor shall be responsible for the deployment, transportation, accommodation and other requirements of all its employees required for the execution of the work and for all costs / charges in connection thereof.
- c. The Vendor shall provide and deploy manpower in the Districts for carrying out the work, only those manpower resources who are skilled and experienced in their respective trades and who are competent to execute or manage / supervise the work in a proper and timely manner.
- d. UPLC's representative may at any time object to and require the Vendor to remove forthwith any authorized representative or employee of the Vendor or any person(s) deployed by Vendor, 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 Vendor shall forthwith remove and shall not again deploy the person in question of the work site without the written consent of UPLC's representative.
- e. UPLC's representative may at any time request the Vendor to remove from the work the Vendor's supervisor or any other authorized representative including any employee of the Vendor or any person(s) deployed by Vendor for professional incompetence or negligence or for being deployed for work for which he is not suited. UPLC's representative having made a request as aforesaid in the case of any person which the Vendor has disregarded, may in the case of the same person at any time but on a different occasion and for a different instance of one of the reasons referred to above in this Clause object to and require the Vendor to remove that person from deployment on the work which the Vendor shall then forthwith do and shall not again deploy any person so objected to on the work or on the sort of work in question (as the case may be) without the written consent of UPLC's representative.
- f. UPLC representative shall state to the Vendor in writing his reasons for any request or requirement pursuant to this clause.
- g. The Vendor shall maintain backup personnel and shall promptly provide replacement of every person removed pursuant to this section with an equally competent substitute from the pool of backup personnel.
- h. In case of change in its team composition owing to attrition the Vendor shall ensure a reasonable amount of time-overlap in activities to ensure proper knowledge transfer and handover/takeover of documents and other relevant materials between the outgoing and the new member. The exiting team member should be replaced with an equally competent substitute from the pool of backup personnel.

#### **6.10. Statutory Requirements**

- a. During the tenure of this Agreement nothing shall be done by the Vendor in contravention of any

law, act and/or rules / regulations, there under or any amendment thereof governing inter-alia customs, stowaways, foreign exchange etc. and shall keep UPLC indemnified in this regard.

### **6.11. Administration**

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

### **6.12. Right of Monitoring, Inspection and Periodic Audit**

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

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

### **6.13. UPLC's Obligations**

#### **a. Assistance and Exemptions**

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

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

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

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

### **6.14. Information Security**

During the Term the Vendor shall:

- a. provide a well-prepared documentation for users in the form of a user manual, educating the users and shall form part of handholding phase until bringing up to speed; and
- b. provide access to UPLC and any persons duly authorized by him/her to enter any land or premises on which the Assets are for the time being sited so as to inspect the same, subject to any reasonable third party requirements; and
- c. not knowingly or negligently use or permit any of the Laptop to be used in contravention of any statutory provisions or regulation or in any way contrary to law; and
- d. maintain standard forms of comprehensive insurance including liability insurance, system and facility insurance and any other insurance for the Assets, data, software, etc. in the joint names of UPLC and the Vendor, where UPLC, shall be designated as the 'loss payee' in such insurance policies.; and
- e. A sign off from UPLC at each stage is essential to close each of the above considerations.

### **6.15. Ownership of Equipment**

UPLC / GoUP shall own the Laptops and accessories supplied by the Vendor in connection with this Agreement.

## **6.16. Risk Management**

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

## **6.17. Indemnity**

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

## **6.18. Confidentiality**

- a. The Vendor shall not use any Information including the name or the logo of Government of Uttar Pradesh except for the purposes of supply of goods and warranty Service as specified under this Agreement;
- b. The Vendor may only disclose Information in the following circumstances:
  - i. With the prior written consent of UPLC.
  - ii. To a member of the Vendor's Team ("Authorized Person") if:
    - o The Authorized Person needs the Information for the performance of obligations under this Agreement;
    - o The Authorized Person is aware it and is obliged to use it only for the performance of obligations under this Agreement.
- c. The Vendor shall do everything reasonably possible to preserve the confidentiality of the Information including execution of a confidentiality Agreement with the members of the sub-Vendor and other Vendor's team members to the satisfaction of UPLC.
- d. The Vendor shall notify UPLC promptly if it is aware of any disclosure of the Information otherwise than as permitted by this Agreement or with the authority of UPLC.

- e. The Vendor shall be liable to fully recompense UPLC for any loss of revenue arising from breach of confidentiality. UPLC reserves the right to adopt legal proceedings, civil or criminal, against the Vendor in relation to a dispute arising out of breach of obligation by the Vendor under this clause.
- f. The Vendor shall not use any information which might have come to its knowledge in whatever manner during the discharge of its obligation under the Agreement for any purpose except strictly for discharging his obligation under the Agreement and no more.

### **6.19. Term and Extension of the Agreement**

- a. The term of this Agreement shall be for a period as indicated in the Agreement and Agreement shall come to an end on expiry of such period as per section 6.6 except when its term is extended by UPLC.
- 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.

### **6.20. Prices**

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

### **6.21. Alteration / Variation**

The Vendor agrees that quantities given in the Bidding documents are minimum requirements and are in no way exhaustive and guaranteed by UPLC. It shall be the responsibility of the Vendor to meet all the requirements contained in the Bidding documents and any upward/downward revisions and of the quantities to the extent of 10% (Ten Percent) shall be carried out without any time and cost effect to UPLC.”

### **6.22. Suspension of Work**

- a. The Vendor shall, if ordered in writing by UPLC’s representative, temporarily suspend the works or any part thereof for such a period and such a time as ordered. The Vendor shall not be entitled to claim compensation for any loss or damage sustained by him by reason of temporary suspension of the Works as aforesaid. An extension of time for completion corresponding with the delay caused by any such suspension of the works as aforesaid shall be granted to the Vendor, if request for same is made and that the suspension was not consequent to any default or failure on the part of the Vendor. In case the suspension of works is not consequent to any default or failure on the part of the Vendor and lasts for a period of more than 2 months, the Vendor shall have the option to request UPLC to terminate the Agreement with mutual consent.
- b. In the event that UPLC suspends the progress of work for any reason not attributable to the Vendor for a period in excess of 30 days in aggregate, rendering the Vendor to extend his performance guarantee then UPLC shall bear only the cost of extension of such bank guarantee for such

extended period restricted to the normal bank rates as applicable in the international banking procedures subject to the Vendor producing the requisite evidence from the bank concerned.

### 6.23. Completion of work as per Agreement

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

### 6.24. Payment Schedule

- a. Payments will be released by the concerned DM's only on satisfactory acceptance of the deliverables for each Task as per the following schedule:

S. No	Payment Schedule	Fee Payable	Documents
1.	On delivery of the Laptops at the locations specified by State Government.	90% of the Order value	Payable against the following: 1. Original Invoice 2. Quality Certificate from the respective OEM 3. Insurance Certificate 4. Pre-Dispatch Inspection Report issued by Third Party Inspection Agency engaged by UPLC as per Annexure-5 5. Delivery acknowledgment at District Level as per Annexure-10 6. Post Delivery Inspection Certificate as per Annexure-6 7. Service Center Operational Certificate as per Annexure-9 8. Completion of Demonstration to the students
9.	On completion of Warranty of 1 year from the Date of Final acceptance sign off.	10% of the Order value	Payable against successful completion of the warranty for the period of one year from the date of Final Acceptance sign off as per section 3.13

- b. Additionally, all payments to be made to the Vendor shall be inclusive of all statutory levies, duties, taxes and other charges whenever levied / applicable. Any increase in rates of all applicable direct or indirect taxes (central or state or local), rates, duties, charges and levies (central or state or local); will be to the account of Vendor.
- c. The Vendor shall also bear all personal/income taxes levied or imposed on its personnel, etc. on account of payment received under this Agreement. Vendor shall further bear all income/corporate taxes, levied or imposed on account of payments received by it from the UPLC/GoUP for the work

done under this Agreement.

## **6.25. Invoice & Payment**

- a. Vendor shall be eligible to receive payment due in accordance with the Terms of Payments Schedule. Subject to the specific terms of each Service Level Agreement, the Vendor submit its invoices in accordance with the following principles:
  - i. Concerned District Magistrate shall be invoiced by the Vendor for the supply of Goods and Warranty Services as per the terms of payment as stated in the Payment Schedule as per the section 6.24.
  - ii. The invoice shall be submitted along with the necessary approval / sign-off / acceptance certification provided by the concerned parties from the specific locations for the respective deliverables linked with the payment milestone, failing which the District Magistrate reserves the right to reject the invoices.
  - iii. Invoices shall be accurate and all adjustments to or changes in the terms of payment as stated in the Terms of Payment Schedule shall be applied to the next payment invoice. The Vendor shall waive any charge for Goods and Service that is not invoiced within six months after the end of the month in which the terms of payment as stated in the Terms of Payment Schedule relating to such Service are authorized or incurred, whichever is later.
  - iv. DM shall be entitled to delay or withhold payment of any invoice or part of it delivered by the Vendor under this Schedule where DM 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 DM under this Section shall not entitle the Vendor to delay or withhold provision of the supply of Goods and Warranty Services.
- b. Payment for invoices shall be made within 45 working days of the receipt of Invoice by DM upon completion of the said activities as mentioned in the Agreement.

## **6.26. Events of Default by the Vendor**

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

- a. The Vendor has failed to perform any instructions or directives issued by UPLC which it deems proper and necessary to execute the scope of work under the Agreement or
- b. The Vendor has failed to adhere to any of the key performance indicators as laid down in the Agreement or if the Vendor has fallen short of matching such standards / targets as UPLC may have designated with respect to any task necessary for the execution of the scope of work under this Agreement. The above mentioned failure on the part of the Vendor may be in terms of failure

to adhere to timelines, specifications, requirements or any other criteria as defined by UPLC.

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

## **6.27. Consequences in Event of Default**

- a. Where an Event of Default subsists or remains uncured beyond permissible or reasonable time, UPLC shall be entitled to the following: for cases where permissible time is not indicated in the Agreement, UPLC will decide, at its discretion, the quantum of reasonable time to cure the default.
  - i. Impose any such obligations and conditions and issue any clarifications as may be necessary to inter alia ensure smooth continuation of supply of goods and warranty Services and the Project which the Vendor shall be obliged to comply with which may include unilateral re-determination of the consideration payable to the Vendor hereunder. The Vendor shall in addition take all available steps to minimize loss resulting from such event of default.
- b. UPLC may by a written notice of suspension to the Vendor, suspend all payments to the Vendor under the Agreement provided that such notice of suspension:
  - i. Shall specify the nature of the failure and



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

### **6.28. Termination of the Agreement by Vendor**

- a. UPLC / GoUP retain such amounts from the payment due and payable by UPLC to the Vendor of overall Agreement value for 1 year as may be required to offset any losses caused to UPLC / GoUP as a result of such event of default and the Vendor shall compensate UPLC for any such loss, damages or other costs, incurred by UPLC / GoUP in this regard.
- b. Invoke the Performance Bank Guarantee and other Guarantees furnished hereunder, enforce the deed of indemnity, recover such other costs / losses and other amounts from the Vendor may have resulted from such default and pursue such other rights and/or remedies that may be available to UPLC under law.

### **6.29. 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 6.28 (a)**. In such an occurrence "UPLC" shall give a not less than thirty (30) days written notice of termination to the Vendor, and sixty (60) days in case of the event referred to in (viii).

- i. If the Vendor fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to **Section 6.22** hereinabove, within thirty (30) days of receipt of such notice of suspension or within such further period as UPLC may have subsequently approved in writing.
- ii. If the Vendor becomes (or, if the Vendor consists of more than one entity, if any of its Members becomes and which has substantial bearing on providing Services under this Agreement) insolvent or goes into liquidation or receivership whether compulsory or voluntary. Conversely if UPLC / GoUP apprehends a similar event regarding the Vendor, it can exercise the right of termination in the manner stated hereinabove.

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

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

- i. If UPLC / GoUP fails to pay any money due to the Vendor pursuant to this Agreement and not subject to dispute pursuant to this Agreement hereof within forty-five (45) days after receiving written notice from the Vendor that such payment is overdue.
- ii. If, as the result of Force Majeure, the Vendor is unable to perform a material portion of the supply of goods and warranty Services for a period of not less than sixty (60) days.
- iii. If UPLC / GoUP fails to comply with any final decision reached as a result of arbitration pursuant

to this Agreement.

- iv. If UPLC / GoUP is in material breach of its obligations pursuant to this Agreement and has not remedied the same within forty-five (45) days (or such longer period as the Vendor may have subsequently approved in writing) following the receipt by UPLC / GoUP of the Vendor's notice specifying such breach.

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

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

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

**g. Cessation of Services:**

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

**h. Payment upon Termination:**

Upon termination of this Agreement pursuant to Section 6.28 hereof, "UPLC / GoUP" shall make the following payments to the Vendor:

- i. If the Agreement is terminated pursuant to Section 6.28 (a) (viii, ix) or 6.28 (e), payment due pursuant to Payment Schedule hereof for supply goods & Warranty Services satisfactorily performed prior to the effective date of termination,
- ii. If the Agreement is terminated pursuant to Section 6.28 (a) (i) to (vii), the Vendor shall not be entitled to receive any payments upon termination of the Agreement. Under such circumstances, upon termination, UPLC / GoUP may also impose liquidated damages as per the provisions of this Agreement. The Vendor will be required to pay any such liquidated damages UPLC / GoUP within 30 days of termination date.

**i. Disputes about Events of Termination:**

If either Party disputes whether an event specified in paragraphs (i) through (vii) of Section 6.28 (a) or in Section 6.28 (e) hereof has occurred, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter to 6.33 hereof, and this Agreement shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

### **6.30. Consequences of Termination**

In the event that UPLC, or the Vendor, terminates this Agreement then depending on the event of default, compensation will be decided in accordance with the Payment Schedule as per section 6.24 including other aspects such as cost of selection of alternate Vendor, penalties, payments etc.

### **6.31. Penalty**

In the event, the Vendor fails to meet the Project responsibilities including target performance metrics as stipulated in the SLAs or any damages caused by Vendor to UPLC/GoUP properties, personnel, data etc., the Vendor shall be liable for penalty stipulated in the SLAs in terms of the SLA contained the RFP and additional penalty towards the damages as mentioned above. UPLC without prejudice to his other rights and remedies, to deduct from the Price as payable in terms of this Agreement, or receive as payment, at the discretion of UPLC, the penalties that are imposed in terms of this Agreement.

### **6.32. Liquidated Damages**

In the event, the Vendor (i) fails to meet the milestones provided for in the Delivery Schedule as per section 3.10 (ii) fails to perform the warranty services (iii) fails to perform the responsibilities and obligations as set out in RFP to the complete satisfaction of UPLC, UPLC shall without prejudice to his other rights and remedies, reserve the right to invoke the entire performance guarantee and even terminate the Agreement.

The parties hereby agree that due to negligence of any party, if the other party suffers losses, damages the quantification of which may be difficult, a reasonable estimate of the damages shall be constructed and both the parties agrees to pay such liquidated damages, as per the provisions of this Agreement. **The amount of liquidated damages under this Agreement shall not exceed 10% of the total value of the Agreement.**

### **6.33. Approvals**

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

### **6.34. Dispute Resolution**

#### **a. Amicable Settlement**

Performance of the Agreement is governed by the terms and conditions of the Agreement. In case a dispute arises between the parties regarding any matter under the Agreement, either Party of the Agreement may send a written Notice of Dispute to the other party. The Party receiving the Notice

of Dispute will consider the Notice and respond to it in writing within 30 days after receipt. If that party fails to respond within 30 days, or the dispute cannot be amicably settled within 60 days following the response of that party, **Section 6.33 (b)** shall become applicable

**b. Arbitration**

- i. Any dispute or difference whatsoever arising between the parties to the Agreement out of or relating to the construction, meaning, scope, operation or effect of the Agreement or validity of the breach thereof, which cannot be resolved through negotiation process, shall be referred to a sole Arbitrator to be mutually agreed by both the parties. In the event of disagreement between the parties the sole Arbitrator shall be appointed by GoUP. The Provision of Arbitration and Conciliation Act 1996 shall apply. The Arbitration shall be held in Lucknow, India and the language shall be English only.
- ii. Subject to the above, the Courts at Lucknow only shall have jurisdiction in this matter.

**c. Adjudication by Regulator Authority or Commission**

In the event of constitution of a statutory Regulatory authority or Commission appointed by GoUP with powers to adjudicate upon disputes between UPLC and the Vendor, all Disputes arising after such constitution shall instead of reference to arbitration under Section 6.33 (b), be adjudicated upon by such Regulatory Authority or Commission in accordance with the Applicable Law and all references to Dispute Resolution Procedure shall be construed accordingly. For the avoidance of doubt, the Parties hereto agree that the adjudication hereunder shall not be final and binding until an appeal against such adjudication has been decided by an appellate tribunal or High Court, as the case may be, or no such appeal has been preferred within the time specified in the Applicable Law.

**d. Arbitration Decision**

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

**e. Arbitration Expenses**

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

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

**6.35. Limitation of the Bidder's Liability towards UPLC**

- a. Except in case of gross negligence or willful misconduct on the part of the Vendor or on the part of any person or firm acting on behalf of the Vendor in carrying out the work, the Vendor, with respect to damage caused by the Vendor to UPLC's property, shall not be liable to UPLC:
  - i. for any indirect or consequential loss or damage;

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

### **6.36. Conflict of Interest**

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

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

- a. receive or have received any direct or indirect subsidy from any of them; or
- b. have common controlling shareholders; or
- c. have the same legal representative for purposes of this Bid; or
- d. have a relationship with each other, directly or through common third parties, that puts them in a

position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the UPLC regarding this Bidding process; or UPLC policy requires that a firm participating in a procurement process shall not have a conflict of interest. Any firm found to have a conflict of interest shall be ineligible for award of a Contract.

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

### **6.37. Governing Language**

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

### **6.38. "No Claim" Certificate**

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

### **6.39. Publicity**

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



## 6.40. Force Majeure

### a. Definition

- i. For the purposes of this Agreement, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and not brought about by or at the instance of the Party claiming to be affected by such events and which has caused the non-performance or delay in performance, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.
- ii. Force Majeure shall not include (1) any event which is caused by the negligence or intentional action of a Party or such Party’s Sub-Contractors or agents or employees, nor (2) any event which a diligent Party could reasonably have been expected both to take into account at the time of the conclusion of this Agreement, and avoid or overcome in the carrying out of its obligations hereunder.
- iii. Subject to **Section 6.39 (b)**, Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder

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

### c. Measures to be taken

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



continue with the supply of goods and warranty Services to the extent possible, in which case the Vendor shall continue to be paid under the terms of this Agreement.

- v. In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Section 6.34.

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

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

## **6.41. General**

### **6.41.1. Relationship between the Parties**

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

### **6.41.2. No Assignment**

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

### **6.41.3. Sub-Contracting**

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

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

### **6.41.4. Survival**

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

### **6.41.5. Governing Law**

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

### **6.41.6. Jurisdiction of Courts**

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

### **6.41.7. Compliance with Laws**

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

compliance with all applicable laws and regulations.

#### **6.41.8. Notices**

- a. Any notice or other document, which may be given by either Party under this Agreement or under the SLAs, shall be given in writing in person or by Registered Post or by facsimile transmission.
- b. In relation to a notice given under this Agreement or the SLAs, any such notice or other document shall be addressed to the other Party's principal or registered office address as set out in the RFP.
- c. Any notice or other document shall be deemed to have been given to the other Party (or, if relevant, its relevant associated Company) when delivered (if delivered in person) if delivered between the hours of 10.00 A.M. and 5.00 P.M. at the address of the other Party set forth above or if sent by fax, provided the copy fax is accompanied by a confirmation of transmission, or on the next working day thereafter if delivered outside such hours, and 7 days from the date of posting (if by letter).
- d. Either Party to this Agreement or to the SLA may change its address, telephone number, facsimile number and nominated contact for notification purposes by giving the other reasonable prior written notice of the new information and its effective date.

#### **6.41.9. Modification**

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

#### **6.41.10. Application**

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

#### **6.41.11. Performance and Spares**

- a. The Vendor shall specify in the Proposal the complete list of spares that will be maintained for meeting the various SLA parameters specified in the RFP.
- b. The Vendor shall stand guarantee for the supply of spares of all the equipment under the scope of supply for a minimum period of 12 months from date of sign-off of and also guarantee that discontinuity of production of any item offered as a part of the system shall not affect the maintainability of the system for a period of 3 years from date of Final Acceptance Sign-off as per section 3.13.

#### **6.41.12. Warranty**

- a. The successful Vendor shall provide a comprehensive warranty for duration of 12 months, commencing from the date of Final Acceptance Sign-off as per section 3.13
- b. Vendor shall also provide complete warranty Services and maintenance support for all the Laptops as outlined in this RFP for a period of 12 months from the date as above.
- c. During the warranty period, the Vendor shall warrant that the Laptops supplied under the Agreement are new, unused, of the most recent version/models and incorporate all recent improvements in design and materials unless provided otherwise in the Agreement. The Vendor further warrants that the goods supplied under this Agreement shall have no defects arising from design, materials or workmanship.
- d. The successful Vendor hereby warrants UPLC that:
  - i. The goods and warranty services supplied represents a complete, integrated solution meeting all the requirements as outlined in the RFP and further amendments if any, and provides the functionality and performance, as per the terms and conditions specified in the Agreement.
  - ii. The proposed Laptop Model will achieve parameters delineated in the technical specification/requirement and shall be appropriately integrated to meet proposed requirements.
  - iii. The vendor will be responsible for warranty services from subcontracted third party producers or licensors of products included in the systems.
  - iv. The vendor undertakes to ensure the maintenance of the acceptance criterion/standards in respect of the systems during the warranty period.

#### **6.42. Miscellaneous Condition**

##### **6.42.1. General**

- i. The Vendor shall clearly mention the details of Technical Staff deployed at all Service Centers with no same resource proposed for more than one location.
- ii. The Vendor is required to provide CVs of the Key personnel such as Project Manager, District Supervisor/Team Lead etc clearly mentioning professional & educational background. Besides the positions mentioned, the Vendor is free to propose personnel for any other managerial posts which he feels would be important for successful implementation of the Project.
- iii. **Removal and/or Replacement of Personnel:** If "UPLC" (i) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or (ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Vendor shall, at "UPLC's written request

specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to "UPLC".

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

#### **6.42.2. Assignment**

Transfer of any assignment or transfer of this Agreement or the SLAs or any rights hereunder by either Party shall be strictly prohibited.

#### **6.43. Severability and Waiver**

- a. If any provision of this Agreement or the SLAs, or any part thereof, shall be found by any court or administrative body of competent jurisdiction to be illegal, invalid or unenforceable, the illegality, invalidity or unenforceability of such provision or part provision shall not affect the other provisions of this Agreement or the SLAs or the remainder of the provisions in question which shall remain in full force and effect. The relevant Parties shall negotiate, in good faith, in order to agree to substitute for any illegal, invalid or unenforceable provision a valid and enforceable provision within 7 working days, which achieves to the greatest extent possible the economic, legal and commercial objectives of the illegal, invalid or unenforceable provision or part provision.
- b. Failure to exercise or enforce and delay in exercising or enforcing on the part of either Party to this Agreement or the SLAs of any right, remedy or provision of this Agreement or the SLAs shall not operate as a waiver of such right, remedy or provision in any future application nor shall any single or partial exercise or enforcement of any right, remedy or provision preclude any other or further exercise or enforcement of such right, remedy or provision or the exercise or enforcement of any other right, remedy or provision.

#### **6.44. Compliance with Laws and Regulations**

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

## 6.45. Ethics

Vendor represents, warrants and covenants that it has given no commitments, payments, gifts, kickbacks, lavish or expensive entertainment, or other things of value to any employee or agent of UPLC, or its nominated agencies in connection with this Agreement and acknowledges that the giving of any such payment, gifts, entertainment, or other things of value is strictly in violation of UPLC's standard policies and may result in cancellation of this Agreement.

## 6.46. Governance Schedule

### a. Project Governance Approach

The Project Management activity is a theme that will run right across the phases of the Project implementation, from the selection of Vendor to the implementation and warranty stage. It comprises administrative and facilitation steps and tasks to be performed to support the implementation of this Project. The objectives of the Project management activity are:

- b. Monitor the Project plan to ensure that all the activities have commenced and completed as per the phase-wise plan drawn by Vendor
- c. Report the Project progress to the Project Implementation Unit and/or Steering Committee
- d. Identify risks and facilitate in developing mitigation strategies and implementing them

The proposed Project Governance Structure is detailed below:

- i. **A High Level Project Steering Committee** under the chairmanship of Chief Secretary, Uttar Pradesh to monitor the overall progress of the Project
  - ii. **A Special Project Implementation Unit (SPIU)** constituted by Government of Uttar Pradesh would be responsible to monitor the overall time bound implementation of the program.
- ### e. Project Committee
- i. Within 7 days of issue of LOI, the Vendor will submit to UPLC the resource list.
  - ii. Within 7 days following issue of LOI / Purchase Order, UPLC and the Vendor shall each appoint a Project Manager.
  - iii. The Project Committee will meet formally on a periodic basis at a time and location to be agreed between them. These meetings will cover, as a minimum, the following agenda items:
    - consideration of Periodic Performance Reports;
    - issues escalated in accordance with the escalation procedure as set out in the Governance Schedule;
    - matters to be brought before the Project Committee in accordance with the Contract
    - any matter brought before the Project Committee by the Vendor ; and

- any other issue which either Party wishes to add to the agenda.
- iv. In the event that there is any material factor which affects the delivery of the Goods and Warranty Services or the terms of payment as stated in the Terms of Payment Schedule, the Parties agree to discuss in the Project Committee any appropriate amendment to the Agreement or any Service Level Agreements or Statement of Works including any variation to the terms of payment as stated in the Terms of Payment Schedule. For this purpose , Project Committee shall be constituted by UPLC and Vendor by nominating two Project Manager(one each by UPLC and Vendor)

**SECTION VII**

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



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

### 7.1. Format 1 - Qualification Bid Letter

[Date]

To,

U.P. Electronics Corporation Limited

10 - Ashok Marg, Lucknow - 226001

Tel: 0522-4130303, 2286808, 2286809, +91-9235567201

Fax: 0522-2288583

E-mail: md@uplc.in, uplclko@gmail.com

Website: www.uplc.in

**Ref: Request for Proposal (RFP): Qualification Bid for 'Selection of Vendor for the Supply of Laptops for distribution to meritorious High school & Intermediate level students of Uttar Pradesh'**

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

We, the undersigned Bidders, having read and examined in detail the entire RFP do hereby propose to supply the Laptops (including Bags, Battery and power adapter) inclusive of 12 months comprehensive warranty as specified in the RFP number <RFP REFERENCE NUMBER> Dated <DD/MM/YYYY> along with the following:

a. BID DOCUMENT FEES

We have enclosed a Demand Draft / Banker's Cheque / RFP purchase receipt (in case RFP is purchased from UPLC Office) for the sum of INR 1,000 /- (Rupees One Thousand only) as RFP Document fee as per Section 1.6

b. PROCESSING FEES

We have enclosed a Demand Draft/Banker's Cheque for the sum of INR 50,000 /- (Rupees Fifty Thousand only) as Bid processing fee as per Section 1.6

c. EARNEST MONEY DEPOSIT (EMD)

We have enclosed an EMD in the form of a Demand Draft / Banker's Cheque / Bank Guarantee for the sum of INR 2,00,00,000/- (Rupees Two Crore only).

d. PERFORMANCE GUARANTEE

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

e. CERTIFICATE OF AUTHORITY

We have enclosed a Certificate from the Board of Directors of the Bidding Company authorizing the signatory to sign the Bid on behalf of the Bidder.

We hereby declare that our Bid is made in good faith, without collusion or fraud and the information contained in the bid is true and correct to the best of our knowledge and belief.

We understand that our bid is binding on us and that you are not bound to accept a bid you receive.

Thanking you,

Yours faithfully,

(Signature of the Bidder)

Printed Name

Designation

Seal

Date:

Business Address:

## 7.2. Format 2 - General Information about the Bidder

Details of the Bidder (Company)				
1.	Name of the Bidder			
2.	Address of the Bidder			
3.	Status of the Company (Public Ltd/Pvt. Ltd)			
4.	Details of Incorporation of the Company	Date:		
		Ref. #		
5.	Details of Commencement of Business	Date:		
		Ref. #		
6.	Valid Sales tax registration no.			
7.	Valid Service tax registration no.			
8.	Permanent Account Number (PAN)			
9.	Name & Designation of the contact person to whom all references shall be made regarding this RFP			
10.	Telephone No. (with STD Code)			
11.	E-Mail of the contact person:			
12.	Fax No. (with STD Code)			
13.	Website			
14.	Financial Details (as per audited Balance Sheets) (in Crores)			
15.	Year	2012-2013	2013-2014	2014-2015
16.	Net Worth			
17.	Turn Over			
18.	PAT			
19.	Net Cash Accruals			
20.	Net Manufacturing/ Assembly Capacity			

### 7.3. Format 3 - Qualification Check List

S. No.	Clause	Documents Required	Attached (Yes/No)	Pg No.
1.	<p>1(a)</p> <ul style="list-style-type: none"> <li>The Bidder should be registered under Companies Act, 1956 in India since last 5 years.</li> <li>The Bidder should have been in operation for a period of at least 5 years in India.</li> </ul> <p>1(b)</p> <ul style="list-style-type: none"> <li>Notwithstanding anything contained in clause 1(a) in case of OEMs of Laptops and PCs, which are not registered under the Companies Act, 1956, in India, the bids can be submitted by their wholly owned subsidiary which is registered and is in operation in India for the last 5 years, provided all other qualification criteria laid down herein are fulfilled by the OEM.</li> <li>Bid can be submitted only by a company or its fully owned subsidiary. <b>Consortium of companies is not allowed.</b></li> </ul>	<ul style="list-style-type: none"> <li>Certificate of Incorporation.</li> <li>Memorandum and Articles of Association.</li> <li>Annual Reports for the last 5 years.</li> </ul> <ul style="list-style-type: none"> <li>Certificate from the OEM that the Indian Company is its wholly owned subsidiary.</li> <li>An undertaking from OEM that the status of Indian Company as its wholly owned subsidiary will not be changed during the period of Agreement.</li> <li>An undertaking from OEM that it will guarantee the due performance of the contract executed by its wholly owned subsidiary.</li> <li>All documents required to show that all qualification criteria are satisfied by the OEM.</li> </ul>		
2.	The Authorized Signatory signing the Bid should be duly authorized by the Board of Directors of the Bidding Company to sign the Bid on their behalf.	A Certificate from the Bidder certifying that the Bid signatory is authorized by the Board of Directors.		

3.	The Bidder should be an established Original Equipment Manufacturer in India or Abroad for Laptops/PC's and should have been in this business for a period exceeding five years as on 31.03.2015.	Work Orders along with the completion Certificate / satisfactory client Certificate confirming year and Area of activity.		
4.	The Bidder should have an average annual turnover of at least INR 750 Crores during the last three financial years (i.e. 2012-2013, 2013-2014, 2014-2015).  The Bidder should have a minimum revenue of INR 250 Crores generated from Hardware supply and their associated maintenance services.	<ul style="list-style-type: none"> <li>• Audited Profit and Loss Statement and Balance sheets.</li> <li>• Statutory Auditor Certificate or Certificate from the Company Secretary of the Bidder clearly specifying the turnover for the specified years.</li> <li>• In case of Foreign Manufacturer, official documentation establishing the turnover from Department of Tax or other Statutory Authority from the country of incorporation.</li> </ul>		
5.	The Bidder should have a consolidated minimum positive Net Worth as on the last day of preceding last 3 financial years (i.e. 2012-2013, 2013-2014, 2014-2015).  [Net Worth = Paid-up share capital + Reserves and surpluses (Excluding Revaluation Reserves) – Preliminary and pre-operative expenditure and miscellaneous expenditure to the extent not written off, as per the annual report and as adjusted with any qualifications in the Auditors' Report]	Audited annual accounts or Statutory Auditor Certificate or Certificate from the Company Secretary of Bidder specifying the Net Worth for the specified years.		
6.	The Bidder should have positive Net Cash Accruals (Profit after Tax + Depreciation – Dividends) in each of the previous three financial years (i.e. 2012-2013, 2013-2014, 2014-2015).	<ul style="list-style-type: none"> <li>• Audited Profit and Loss Statement for the specified financial years.</li> <li>• Certificate from Statutory Auditor or Certificate from the Company Secretary of Bidder clearly mentioning</li> </ul>		

		the Net Cash Accruals as mentioned by the Bidder.		
7.	<p>The Bidder should have successfully implemented / completed 3 Projects (Procurement, Installation and Commissioning of Laptops / PC / Peripheral devices) to Non-Government Institutions / financial Institutions (including Banks) for an aggregate value of INR 100 Crores during the last 5 financial years i.e. 2010-2011, 2011-2012, 2012-2013, 2013-2014 and 2014-2015.</p> <p><i>Note: Multiple work orders against individual Project for the delivery of PCs/Laptops/Peripheral devices from Non-Government Institutions/ financial Institutions (including Banks) during the last 5 years shall be considered.</i></p>	<ul style="list-style-type: none"> <li>• Copy of Work order and Certificate of completion or successful implementation by the client OR self-Certificate attested by the client.</li> <li>• Documentary proof for the stated Project value attested by the client or certified by the Company Secretary of the Bidder.</li> </ul>		
8.	<p>The Bidder should have successfully implemented / completed at least 3 Projects (Procurement, Installation and Commissioning of Laptops / PCs / Peripheral devices) to Government / PSUs for an aggregate value of INR 200 Crores during the last 5 financial years in India i.e. 2010-2011, 2011-2012, 2012-2013, 2013-2014 and 2014-2015.</p> <p><i>Note: Multiple work orders against individual Project for the delivery of PCs/ Laptops/Peripheral devices from Government/PSUs during the last 5 years shall be considered.</i></p>	<ul style="list-style-type: none"> <li>• Copy of Work order and Certificate of completion or successful implementation by the client OR Self Certificate attested by the client.</li> <li>• Documentary proof for the stated Project value attested by the client or certified by the Company Secretary of the Bidder.</li> </ul>		
9.	<p>The Bidder should have installed manufacturing capacity of a minimum of 1,00,000 Laptops / PCs as on 31.03.2015.</p>	<ul style="list-style-type: none"> <li>• In case of Indian Manufacturer, Manufacturing Licence (ML) or Industrial Entrepreneur Memorandum (IEM) or Foreign Investment</li> </ul>		

		<p>Promotion Board (FIPB) clearance or any other document from Tax Authority or Statutory Authority establishing the Laptops / PCs manufacturing capacity.</p> <ul style="list-style-type: none"> <li>• In case of Foreign Manufacturer, official documentation establishing the Laptops / PCs manufacturing capacity from Tax Authority or Statutory Authority of the Country of Incorporation.</li> <li>• Details of all units manufacturing Laptops to be submitted as per Section 7.14</li> </ul>		
10.	The Bidder should have sold average 50,000 (Fifty Thousand or more) Laptops in India during the last three financial years i.e. 2012-2013, 2013-2014 and 2014-2015.	Work order / Relevant Document establishing the sales / Statutory Auditor Certificate or Certificate from the Company Secretary of the OEM clearly specifying year wise sales of laptops in India.		
11.	As on date of submission of the proposal, the Bidder shall not be under any declaration of ineligibility for unsatisfactory past performance, corrupt or fraudulent practices, any other unethical business practices or blacklisted either by Ministry / Department of Government of India / State Governments	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.		
12.	The OEMs should certify that they have support mechanism in India, either directly through their support office in India or through their authorized channel partners/dealers in India.  If the Bidder does not have any	<ul style="list-style-type: none"> <li>• Undertaking from the authorised signatory of the OEM/Certificate from Company Secretary of OEM as per Section 7.4.</li> </ul>		

	<p>operational Service Support Centre in any district, the bidder shall submit an undertaking to establish Service Support Centers in the Districts within 30 days from the Date of Notification of Award of Contract.</p> <p>The Bidder should have successfully provided comprehensive annual maintenance services for Laptops / PCs / Peripheral devices including L1 support, Helpdesk Support, Spares, Inventory, Patches, Updates/ Upgrades with work orders of value of at least INR 50 Lakhs for Government/ Non-Government/ PSUs / Financial Institutions (including Banks) in the last five years.</p> <p><i>Note: Any type of remote/web support for Laptops/PCs/Peripheral devices shall not be considered.</i></p>	<ul style="list-style-type: none"> <li>• Details / Undertaking for setting up Service Support Centers in Uttar Pradesh</li> <li>• Details of Experience in Annual Maintenance Contract to be submitted as per Section 7.13.</li> </ul>		
13.	The Bidder should possess ISO 9001:2008 and ISO 14001 Certification for the Production / Manufacturing Process.	Copy of the valid ISO Certificates issued from the accreditation organization to be submitted as documentary proof.		
14.	The Bidder should have an office in Lucknow, Uttar Pradesh. However, if the local presence is not there in the state, the selected Bidder should give an undertaking for establishment of an office, within one calendar month of LOI.	Certificate from the Authorized Signatory to the effect that the Bidder shall establish an office in Lucknow.		
15.	The Bidder must have at least 300 technically qualified professionals on its rolls in the area of networking, systems integration, infrastructure maintenance support & services etc. as on bid submission date.	Certificate from Head of HR Department or the Company Secretary for number of technically qualified professionals employed by the Company on its rolls.		
	<i>Note: In case an OEM is the sole</i>			



	<i>Bidder and uses the channel partner/dealer to provide services, the Certificate from Head of HR Department or the Company Secretary of the channel partner / dealer shall be submitted.</i>			
16.	The Bidder should be able to supply the laptops as per the delivery schedule mentioned in section 3.10 of this RFP Document	Undertaking from the authorized signatory of the quantity to be supplied.		
17.	The Bidder should submit a Sample Laptop along with Test Report of the submitted sample Laptop  <i>Note: In case two test reports are submitted, two Sample Laptops along with the corresponding Test Reports of the submitted sample Laptops shall be submitted.</i>	Sample Laptop along with Sample Laptop Test Report from Testing Agencies as specified in section 3.4 and in format as specified in Annexure-4.		
18.	The Bidder shall comply or exceed with all the Technical Specifications as specified in Section 3.3	Details to be provided as per Section 7.12.		
19.	The Bidder shall make a Technical Presentation to the TTEC.	The following components have to be included in the presentation <ul style="list-style-type: none"> <li>• Current Production Capacity</li> <li>• Gaps in supply vis-à-vis supply in the open market</li> <li>• Scheduled Delivery Time</li> <li>• Detailed work plan for supply of Laptops (in Weeks)</li> <li>• SLA Compliance</li> </ul>		

#### **7.4. Format 4 – Bidder undertaking for support mechanism**

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

To,

The Managing Director

U.P. Electronics Corporation Limited

10 - Ashok Marg, Lucknow - 226001

Tel: 0522-4130303, 2286808, 2286809, +91-9235567201

Fax: 0522-2288583

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

Website: www.uplc.in

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

Dear Sir

WHEREAS we, <<name of the OEM>>, having our registered office at <<address of OEM>>, state that we are the official owner / producer of the <<OEM's model proposed for Laptops>>. We, <<name of the OEM>>, having our registered office at <<address of OEM>>, state that we have support mechanism in India, either directly through our support office in India or through our authorized channel partners in India for <<OEM's warranty support for Laptops>>.

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

- Providing complete technical support for all aspects of Supply of Laptops and warranty for one year and support during entire period of Project as stated in RFP
- Vetting of the Laptop Performance as proposed and to be implemented by us

Sincerely Yours,

(Signature of the Bidder)

Name:

Designation:

Signed:

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

Date:

## 7.5. Format 5- Financial Information

### 7.5.1. Annual Turnover of the Bidder

Turnover of the Bidder (Amount INR Crores)				
Financial Year 2012-13	Financial Year 2013-14	Financial Year 2014-15	Indicate the page number where the details are provided	Conversion rate (if applicable)

### 7.5.2. Net Worth of the Bidder

Net Worth of the Bidder (Amount INR Crores)				
Financial Year 2012-13	Financial Year 2013-14	Financial Year 2014-15	Indicate the page number where the details are provided	Conversion rate (if applicable)

### 7.5.3. Positive Net Cash Accruals of the Bidder

Net Cash Accruals (Profit after Tax + Depreciation – Dividends) (Amount in INR Crores)				
Financial Year 2012-13	Financial Year 2013-14	Financial Year 2014-15	Indicate the page number where the details are provided	Conversion rate (if applicable)

### 7.5.4. Net Profit of the Bidder

Net Profit of the Bidder				
Financial Year 2012-13	Financial Year 2013-14	Financial Year 2014-15	Indicate the page number where the details are provided	Conversion rate (if applicable)

#### Documentary Proof Required:

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

## 7.6. Format 6 - Format for Past Experience

Please provide only one citation for each category as per the Qualification criteria in the format provided below as per Section II. **The relevant documentary proofs for a citation need to be attached just below the details of the citations in this format.** Documentary proofs provided elsewhere (not below the details of the citation format) may not be considered by the UPLC for evaluation.

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

Brief Description of Project:

**Documentary Proof Required:**

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

## 7.7. Format 7 - Declaration Regarding Clean Track Record

[On Company Letter head]

[Date]

To,

The Managing Director

U.P. Electronics Corporation Limited

10 - Ashok Marg, Lucknow - 226001

Tel: 0522-4130303, 2286808, 2286809, +91-9235567201

Fax: 0522-2288583

Sir,

I have carefully gone through the Terms & Conditions contained in the RFP Document [No. \_\_\_\_\_] regarding Supply of Laptops throughout the State of Uttar Pradesh. I hereby declare that my Company has not been debarred / black listed by any Ministry/Department of Government of India or State Government. I further certify that I am competent officer in my Company to make this declaration.

Yours faithfully,

(Signature of the Bidder)

Printed Name

Designation

Seal

Date:

Business Address:

### Documentary Proof Required:

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

**7.8. Format 8 – Bidders' undertaking for Complete Quantity to be supplied**

(IN LETTER HEAD PRINTED FORMAT)

[Date]

To,

The Managing Director,

U.P. Electronics Corporation Limited

10 - Ashok Marg, Lucknow - 226001

Tel: 0522-4130303, 2286808, 2286809, +91-9235567201

Fax: 0522-2288583

E-mail: md@uplc.in, uplclko@gmail.com

Website: www.uplc.in

**Ref: Request for Proposal (RFP): Qualification Bid for 'Selection of Vendor for the Supply of Laptops for distribution to meritorious High school & Intermediate level students of Uttar Pradesh'**

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

Dear Sir,

We, the undersigned Bidders, shall undertake to supply complete order quantity of Laptops under this RFP if our Bid becomes successful.

Sincerely Yours,:

(Signature of the Bidder)

Name:

Designation:

Signed:

Duly authorized to sign for and on behalf of <<Name of the Bidder>>

Stamp of Bidder

### 7.9. Format 9 - Plan of action for supply proposed by Vendor

S. No.	Component Description	Remarks
1.	Current Production Capacity	
2.	Gaps in supply vis-à-vis supply by OEM in the market	
3.	Scheduled Delivery Time	
4.	Detailed Work Plan for Supply of Laptops (in weeks)	

**Note:** Please attach the relevant documents.



### **7.10. Format 10 - Declaration of Acceptance of RFP's Terms &Condition**

[Date]

To,

The Managing Director

U.P. Electronics Corporation Limited

10 - Ashok Marg, Lucknow - 226001

Tel: 0522-4130303, 2286808, 2286809, +91-9235567201

Fax: 0522-2288583

Sir,

I have carefully gone through the Terms & Conditions contained in the RFP document [No. ....] regarding Selection of Vendor for the Supply of Laptops for distribution to meritorious High school & Intermediate level students of Uttar Pradesh.

I declare that all the provisions of this RFP are acceptable to my Company. I further certify that I am an authorized signatory of my Company and am, therefore, competent to make this declaration.

Yours faithfully,

(Signature of the Bidder)

Printed Name

Designation

Seal

Date:

Business Address:

**In addition to above mentioned Documentary Proofs & Citations, Bidder has to provide the proof(s) under each Category to meet the Qualification criteria as mentioned in the RFP.**

### 7.11. Format 11 – CV Format of Key Personnel

a. The Bidder should enclosed its key Personnel Details as a part of Technical Presentation.

1.	Name			
2.	Proposed Position			
3.	Date of Birth			
4.	Years with Firm (if applicable)			
5.	Nationality			
6.	Education			
	Degree (Specialization)	Institution		Year in which obtained
7.	Other Professional certification or training			
8.	Languages & degree of proficiency			
9.	Countries of Work Experience			
10.	Employment record			
	Employer	From	To	Position held and Description of duties
			Organization Location)	
11.	Certifications:			
	I, the undersigned certify that:			
	(i) I am not a former Government of India (GoI) / Government of Uttar Pradesh Staff or if I am, I have retired/resigned from GoI / GoUP more than twelve (12) months ago:	Yes	No	
	(ii) To the best of my knowledge and belief, this bio data correctly describes me, my qualifications, and my experience.	Yes	No	
	I understand that my willful misstatement described herein may lead to my disqualification or dismissal, if engaged.			
Name & Signature (Authorized Representative)				
Date of signing				

### 7.12. Format 12 – Compliance with specifications of Sample Laptops

LAPTOP SPECIFICATIONS				
S. No.	Description	Specifications	Compliance (Yes/No)	Deviation (If any)
1	Constructions and Externals	Metal / Alloy / reinforced hinges for display. The Casing ABS plastic of Black or Grey Color Display screen back with Government approved designed Logo.		
2	Processor (Minimum)	Intel Pentium Dual Core or equivalent AMD Processor with processor Speed of 2.0 GHZ or higher.		
3	Memory	2 GB DDR 1333 MHz RAM expandable to 4 GB		
4	Display	LED HD 14" with 1024x768 resolution or higher		
5	Hard Disk Drive	500 GB SATA 5400 RPM or Higher		
6	Audio	Dual Inbuilt Speakers		
7	Web Cam	Yes		
8	Qualifying Benchmark with Score	BAPCO SysMark 2007 overall score of minimum 130 or Higher with Windows 7 Professional and 2 GB Memory OR BAPCO SysMark 2014 overall score of 530 or Higher.		
9	Graphics Card	Integrated Graphics Minimum 128 MB VRAM or Higher		
10	Ports	I/O Ports, Minimum 3 USB 2.0 Ports, Microphone jack, 1 VGA / HDMI, Headphone / Speaker out, RJ-45, AC Power		
11	LAN	Ethernet Controller 10/100/Mbps or Higher		
12	Wireless	Wireless 802.11 b/g/n or Higher		
13	Keyboard	Standard full size Keyboard with Rupee Symbol touch pad		
14	Operating System	Preloaded Dual Boot – # Primary Boot Windows 8.1 National academic edition or higher with preloaded Antivirus.		

		Hindi and Urdu Unicode font with keyboard interface for typing in word processor, Spread sheet and presentation purpose. # Secondary Boot – Ubuntu / BOSS Linux		
15	Optical Drive	DVD R/W		
16	AC Power Adapter	Input Voltage Range 110V- 250V, 50 Hz AC power adapter with necessary cables		
17	Standard Accessories	Power cable, Power Adaptor and Charger, User Manuals and Laptop backpack etc.		
18	Operation Temperature	0-55 Degree Centigrade		
19	Battery Type	Standard Rechargeable 6 Cell Li-Ion (45 WHr) or higher with minimum 3 Hours backup or more		
20	Certifications	Energy Star® / BEE Version I, RoHS, Windows and Linux Compliance Certificate		
21	Warranty	One year comprehensive including battery and adaptor		
22	Office Suite and other	Office 2010 Professional with MS Visio Academic		
23	Enabled Manageability and traceability feature of laptop	<p>a) The Device should be loaded with a cloud based management software that is capable of contextually managing and monitoring devices pushing applications and content, pushing group based message, managing through a remote web based control center and provide web based MIS dashboard.</p> <p>b) The End users should not be able to uninstall this software and it should function both in online and offline modes.</p> <p>c) At least 20,000 devices containing this cloud based management software should have been deployed by any of the state governments in India.</p>		
24	Others	<ul style="list-style-type: none"> <li>Selected Bidder(s) should permanently burn</li> </ul>		

		<p>the Logo of UP Government and other information like "Presented by - Hon'ble Chief Minister or Department Name" (as desired by the State Government) in the BIOS / FIRMWARE; that should not be removed by any normal / usual techniques.</p> <ul style="list-style-type: none"> <li>• Screen Printing of Logo or UP Government and other information like "Presented by - Hon'ble Chief Minister or Department Name" (as desired by the State Government) in the body of the Laptop.</li> <li>• Laptop must have operational capabilities in English, Hindi and Urdu language.</li> </ul>		
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Laptop Bag Specification				
S. No.	Description	Specifications	Compliance (Yes/No)	Deviation (If any)
1	Suitability	To accommodate Laptop Computer		
2	Material	Polyester fabric, nylon bonded thread, branded zippers and sliders		
3	Compartments	Three Compartment bag (Laptop, Textbook, Power Adaptor, Utility Pocket) with padded sleeve, Utility pocket in front and side pockets		
4	Padding	Padded handle, padding on the back for comfort and air flow, curved and padded contoured shoulder straps		
5	Logo and Image	Government Image and Scheme Logo and Scheme Name shall be on front pockets as per approved & finalized design by the State Government		

### 7.13. Format 13- Format for Experience in Annual Maintenance Services

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

### 7.14. Format 14 – Format for Manufacturing Capacity

S. No.	Particulars		Remarks
1.	Number of operational manufacturing units for Laptops		
2.	Cumulative installed capacity of Laptop manufacturing per year		
3.	Laptops Manufactured (Number of units) for the Financial year		
	<b>2012-13</b>	<b>2013-14</b>	<b>2014-15</b>
4.	Whether certificate/documents enclosed for proof of manufacturing capacity (Yes/No)		
5.	Name of the Statutory Authority who issued the above certificate/document		
6.	Whether English Translation enclosed (Yes/No)		

**SECTION VIII**

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



## Section VIII- Format for Response to RFP: Commercial Bid

### 8.1. Format 1 - Commercial Bid Letter

To,

The Managing Director

U.P. Electronics Corporation Limited

10 - Ashok Marg, Lucknow - 226001

Tel: 0522-4130303, 2286808, 2286809, +91-9235567201

Fax: 0522-2288583

Sir,

**Subject: Supply of Laptops for distribution to meritorious High school & Intermediate level students of Uttar Pradesh**

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

We, the undersigned Bidder, having read and examined in detail the entire RFP in respect of **Supply of Laptops throughout the State Of Uttar Pradesh** do hereby propose to supply Laptops inclusive of 12 months comprehensive warranty as specified in the RFP number <RFP REFERENCE NUMBER> **Dated <DD/MM/YYYY>**

1. PRICE AND VALIDITY

- All the prices mentioned in the RFP are in accordance with the terms as specified in the RFP. All the prices and other terms and conditions of this RFP are valid for a period of 180 calendar days from date of opening of the RFP.
- We hereby confirm that our prices of Laptop (which also includes Bags, Battery and power adapter) are inclusive of 12 months comprehensive warranty as detailed in the RFP. However, all the taxes are quoted separately under relevant columns.
- We have studied the clause relating to Indian Income Tax and hereby declare that if any income tax, surcharge on Income Tax, Professional and any other corporate Tax payable under the law, we shall pay the same.

2. UNIT RATES

We have enclosed the unit rates for the purpose of on account of payment as well as for price adjustment in case of any increase to / decrease from the scope of work under the Agreement.

3. DEVIATION

We declare that all the supplies and warranty services shall be performed strictly in accordance with the RFP, all of which have been detailed out exhaustively in the RFP, irrespective of whatever has been stated to the contrary anywhere else in our Bid.

4. RFP PRICING

We further confirm that the prices stated in our Bid are in accordance with your Instruction to Bidders included in RFP.

5. QUALIFYING DATA

We confirm having submitted the information as required by you in your Instruction to Bidders. In case you require any other further information/documentary proof in this regard before evaluation of our RFP, we agree to furnish the same in time to your satisfaction.

6. BID PRICE

We declare that our Bid Price is for the entire scope of the work as specified in the RFP. These prices are indicated in attached Format as provided in the RFP.

7. PERFORMANCE GUARANTEE

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

We hereby declare that our Tender is made in good faith, without collusion or fraud and the information contained in the RFP is true and correct to the best of our knowledge and belief.

We understand that our Tender is binding on us and that you are not bound to accept a Tender you receive.

We confirm that no Technical deviations are attached here with this commercial offer.

Thanking you,

Yours faithfully,

(Signature of the Bidder)

Printed Name

Designation

Seal

Date:

Business Address:

## 8.2. Format 2 – Laptop Cost

- a. Bidder should provide all prices as per the prescribed format. Bidder should not leave any field blank. In case the field is not applicable, Bidder must indicate “0” (Zero) in all such fields.
- b. All the prices (even for taxes) are to be entered in Indian Rupees only (% values are not allowed)
- c. It is mandatory to provide breakup of all Taxes, Duties and Levies wherever applicable and / or payable.
- d. UPLC reserves the right to ask the Bidder to submit proof of payment against any of the taxes, duties, levies indicated.
- e. UPLC shall take into account all taxes, duties & levies for the purpose of evaluation
- f. The Bidder needs to account for all Out of Pocket expenses due to Travel, boarding, lodging and other related items.
- g. The Unit Rate as mentioned in the following formats shall be used for the purpose of Quantity’ for respective items, if any. However, based on the market trends, UPLC retains the right to negotiate this rate for future requirements.
- h. The Bidder will ensure that the prices / cost for all the licenses (if any) discovered during the Bid process will be valid for the entire period of the Agreement and without any additional Operational and Maintenance charges for the same.

**Table: Cost of Laptop**

S. No	Item	Total Price in figure (INR)	Total Price in words (INR)
1.	Laptop cost with Backpack inclusive of 12 months comprehensive warranty on Laptop		
2.	Central Sales Tax (CST) on Laptop and Backpack		
3.	Customs Duty with Countervailing Duty or Excise Duty on Laptop and Backpack		
4.	Uttar Pradesh Value Added Tax (UPVAT) on Laptop and Backpack		
5.	Others (If any)		
<b>Total Cost of Laptop</b>			

**Note:**

All unit rates indicated above are inclusive of transport, packing insurance charges and all other expenses up to the point of delivery, commissioning and twelve months comprehensive warranty as detailed in the RFP.

## **Annexure - 1 Proposal Covering Letter**

[Date]

To,

The Managing Director

U.P. Electronics Corporation Limited

10 - Ashok Marg, Lucknow - 226001

Tel: 0522-4130303, 2286808, 2286809, +91-9235567201

Fax: 0522-2288583

E-mail: md@uplc.in, uplclko@gmail.com

Website: www.uplc.in

**Ref: Request for Proposal (RFP): 'Selection of Vendor for the Supply of Laptops for distribution to meritorious High school & Intermediate level students of Uttar Pradesh'**

Dear Sir,

Having examined the RFP, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply Laptops inclusive of 12 months comprehensive warranty services as required and outlined in the RFP for Selection of Vendor for the Supply of Laptops for distribution to meritorious High school & Intermediate level students of Uttar Pradesh.

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

We undertake that, if our proposal is accepted, we shall adhere to the implementation plan (Supply of Laptops and warranty services for a period of one year from the date of successful commissioning of Laptops) 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 Performance Guarantee in the format given in the RFP issued by a scheduled Bank in India, acceptable to the UPLC, for a sum equivalent to 5% of the total price as quoted in our commercial proposal for the due performance of the Agreement.

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

We confirm that the information contained in this proposal or any part thereof, including its exhibits, schedules, and other documents and instruments delivered or to be delivered to the UPLC is true,



## Annexure - 2 Proforma of Bank Guarantee towards Performance Security

### PERFORMANCE GUARANTEE

Ref No.....

Bank Guarantee No .....

Dated : .....

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

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

3 We undertake to pay to the Government any money so demanded notwithstanding any dispute

or disputes raised by the contractor(s) supplier(s) in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present being absolute and unequivocal.

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

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

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

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

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

Dated the \_\_\_\_\_ day of \_\_\_\_\_  
for \_\_\_\_\_  
(Indicate the name of Bank).

**Instructions for furnishing Bank Guarantee**

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



### Annexure - 3 List of Districts

S. No.	Mandal	District Name*
1	Saharanpur	Saharanpur
		Muzaffarnagar
		Shamli
2	Meerut	Meerut
		Ghaziabad
		Hapur
		Bulandshahr
		Gautam Budh Nagar
3	Agra	Agra
		Mathura
		Firozabad
		Mainpuri
4	Aligarh	Aligarh
		Etah
		Kasganj
		Hathras
5	Bareilly	Bareilly
		Budaun
		Shahjahanpur
		Pilibhit
6	Moradabad	Moradabad
		Rampur
		Bijnor
		Amroha
		Sambhal
7	Kanpur	Kanpur Nagar
		Kanpur Dehat
		Etawah
		Farrukhabad
		Kannauj
		Auraiya
8	Allahabad	Allahabad
		Fatehpur
		Pratapgarh

		Kaushambi
9	Jhansi	Jhansi
		Lalitpur
		Jalaun
10	Chitrakoot Dham	Hamirpur
		Mahoba
		Banda
		Chitrakoot
11	Varanasi	Varanasi
		Jaunpur
		Ghazipur
		Chandauli
12	Mirzapur	Mirzapur
		Sonbhadra
		Sant Ravidas Nagar
13	Azamgarh	Azamgarh
		Mau
		Baliya
14	Gorakhpur	Gorakhpur
		Maharajganj
		Deoria
		Kushi Nagar
15	Basti	Basti
		Siddharthnagar
		Sant Kabir Nagar
16	Lucknow	Lucknow
		Unnao
		Raebareli
		Sitapur
		Hardoi
		Lakhimpur Kheri
17	Devipatan	Gonda
		Bahraich
		Balrampur
		Shravasti

RFP For Selection of Vendor for the Supply of Laptops for distribution to meritorious High School & Intermediate level students of Uttar Pradesh

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18	Faizabad	Faizabad
		Sultanpur
		Barabanki
		Ambedkar Nagar
		Amethi

\* The list may subject to change

## Annexure - 4 Test Report

Name of the Testing Agency, Place	
REPORT NO: Reference/<job no>	PAGE ____ OF ____
<b>TEST ON Laptop</b>	DATE OF ISSUE: <b>dd.mm.yyyy</b>

1	Service Request No.			
2	Name & Address of the Client			
3	Description & Identification of Test Sample(s)	Nomenclature		
		Make		
		Model		
		Sl.No.		
		Accessories		
4	Sample(s)	Received Date: dd.mm.yyyy	Test Completed Date: dd.mm.yyyy	
5	Testing performed at	_____ Centre		
6	No. of sample(s) tested	In Figure: _____ In Words: _____		
7	Standard/Test Procedure	As per Customer's Specification Tender Reference: _____		
8	Major Equipment used and traceability Details			
No.	Equipment Used	Uncertainty (Best Case)	Calibration Reference/Report Agency	Valid up to
i.				
ii.				
iii.				

1. Test Results

Specification: Customer ..... Test method; IS 14896-2001

Item: Testing of Laptops, Tentative Test Time:.....

No. of Test Specimen:.....

Ambient Temperature:

R. Humidity:

No.	Cl. No.	Specification / Requirements	Result Observations	Remarks
1.1		Power Supply	Power Consumption measured	
1.2		Stand by Power	Test on standard parameter according to TS in RFP at page no 26, 27 & 28. Observed value required.	
2.1		Visual Examination	The Laptop shall be free from workmanship defects, cracks, scratches, nicks, burns, sharp edges etc.	
2.2		Functional Performance	Check for display , data availability, OS Booting by Power on	
2.3		Effect of power supply variation	The laptop shall meet the functional requirements when operated from 110 V to 250 V AC and for frequency variation from 47 Hz to 53 Hz	
3.1		Conducted emission	The conducted emission and the radiated emission shall be limited to the requirements specified in Table 2 & 4 & 6 for class B equipment in IS-6873 (Part 7)	
3.2		Conducted Susceptibility	Electrostatic discharge test (as per IS 14700-4-2): Class-1, Contact Discharge: 2 kV Air-Discharge: 4 kV	
	Electrical fast transient/burst test (as per IS 14700-4-4): Level 2 Test Voltage: 1 kV			
	Surge/spike test (as per IEC 61000-4-5): Level -2, Test Voltage: 1 kV			
4.		Safety Requirements	Earth Leakage current (Cl.5.1 of IS: 13252-2003) Shall not exceed 3.5 mA	
			Dielectric Test (Cl.5.1 of IS: 13252-2003) Test Voltage: 1.5 kVrms; Duration: 60s Point of application: Between Phase / Neutral & Ground	
5.		Marking	Manufacturer's Name or trademark	
			Model designation & serial number	
			Country of Manufacture	
			Input AC voltage range and frequency	
			** Permanently Burn Logo of Uttar Pradesh Govt. & other information like – "Presented by Chief Minister or Department Name"	
		** Logo of Uttar Pradesh Govt. &		

			other information like "Presented by Chief Minister or Deptt. Name" on body of Laptop etc.		
6.1		Durability Test: Drop (free fall) Test (IS-9000-7-4) Height: 25mm, No. of falls: 8 (4 corners + 4 edges) unpacked	After the test, the Laptop shall satisfy Visual examinations and functional requirements		
6.2		Durability Test: Vibration test (IS: 9000-6) Frequency range: 10-55 Hz Acceleration: 1g Duration: 45 Min/axis No. of axis: 3 Condition: Unpacked, Shippable Power Off	After the test, the Laptop shall satisfy Visual examinations and functional requirements		
6.3		ENV. Test: Dry heat test (IS:9000 -3-5) Temperature: 55 deg. Centigrade Duration: 16 h Condition: unpacked Power OFF	After the test, the Laptop shall satisfy Visual examinations and functional requirements		
6.4		Damp heat cyclic test (IS:9000-5-1) Temperature: 40 deg. Centigrade Relative Humidity: >= 90% Duration: 48h (2 cycles) Condition: unpacked Power OFF	After the test, the Laptop Shall satisfy Visual examinations and functional requirements		
6.5		Cold Test (IS:9000-2-4) Temperature: -10 deg.	After the test, the Laptop Shall satisfy Visual examinations and functional requirements		

		Centigrade Duration: 2h Condition: unpacked Power OFF			
6.6		Burn-in-test Temperature: 45 deg. Centigrade Duration: 48 hrs Condition: Power ON	After the test, the Laptop Shall satisfy Visual examinations and functional requirements		
7.		Construction and Externals	Metal / Alloy reinforced hinges for Display. The Casing ABS plastic of Black or Grey colour. <u>Display screen back with Govt. approved designed Logo</u>		
		Processor	Intel Pentium Dual Core or Equivalent AMD Processor <u>with processor speed of 2.0 GHz or higher</u>		
		Memory	2 GB DDR 1333 MHz RAM expandable to 4 GB		
		Display	LED 14 inch with 1024x768 resolution or Higher		
		Hard Disk Drive	500 GB SATA 5400 RPM or higher		
		Audio	Dual Inbuilt Speakers		
		Web Cam	Yes		
		Ports	I/O Ports, minimum 3 USB, Headphone / speaker out, RJ-45, AC power		
		Wireless	Wireless 802.11 b/g/n or higher		
		LAN	10/100 mbps or higher		
		Graphic card	Integrated Graphics supporting 128 MB VRAM or Higher		
		Keyboard	Standard keyboard with integrated touch pad and Rupee symbol		
		AC Power adopter	Input 110V-250V, 50 Hz AC power adopter with necessary cable		
		Operating Temperature	0-55 Deg.C		
		Battery Type	Standard Rechargeable 6 cell Li-Ion (45 WHr) or higher with minimum 3 hrs. backup)		
		Certifications	RoHS and any other certificates		
		Warranty	NA		
		Office Suite & Other	Office 2010 Professional with MS Visio Academic		
		Operating System	Pre-loaded Dual Boot – (with Recovery Disk) * Primary Boot Windows 8.1 National Academic Edition or higher with pre-loaded Anti-Virus, Hindi and Urdu Unicode font with Keyboard interface for typing in word processor, Spreadsheet and Presentation purpose * Secondary Boot – Ubuntu/ Boss		

		Linux		
	Standard accessories	Power cable, Power adopter and charger, User manual, Laptop Backpack etc.		
	Laptop bag specification	Suitability, Material (cannot test), Compartments, Padding, Logo & Image		
	Qualifying bench mark with score	BAPCO Sysmark 2007 overall score of min.130 or higher with Windows 7 Professional and 2 GB Memory or BAPCO Sysmark 2014 overall score of 530 or higher		
8	Enabled Manageability & Traceability feature of laptop	<p>a)The device should be loaded with a cloud based management software that is capable of contextually managing &amp; monitoring devices pushing applications &amp; content, pushing group based message, managing &amp; monitoring devices pushing applications &amp; content, pushing group based message, managing through a remote web based control center &amp; provide web based MIS dash board.</p> <p>b) The End users should not be able to uninstall this software and it should function both in online and offline modes.</p> <p>c) At least 20,000 devices containing this could based management software should have been deployed by any of the state governments in India.</p>		
9	Others	<p># Selected bidder(s) should permanently burn the Logo of UP Government and other information like "Presented by Hon'ble Chief Minister or Department Name" (as desired by the State Government) in the BIOS / FIRMWARE; that should not be removed any normal / usual techniques.</p> <p># Screen Printing of Logo of UP Government and other information like "Presented by - Hon'ble Chief Minister or Department Name" (as desired by the State Government) in the body of the laptop.</p> <p># Laptop must have operational capabilities in English, Hindi and Urdu language.</p>		



No.	Cl. No.	Specification Requirements /	Result Observations	Remarks
		Hard Disk Drive Accessories Operation / Instruction Manual	500 GB SATA 5400 RPM or higher	

#### Advance Functionality Test

No.	Parameters	Results (Y/N)	Remarks
1.	OS Type		
2.	OS Version,		
3.	USB Ports		
4.	VGA Port		
5.	LAN Port		
6.	Headphone (Jack)		
7.	Inbuilt Microphone		
8.	Inbuilt Speaker		
9.	Other ports if any		
10.	All keys in keyboard		
11.	Touchpad		
12.	Battery		
13.	Charger		
14.	Video player		
15.	Audio player		

#### Physical Inspection

No.	Parameter	Make	Model	Clock Speed	Clarification required
1.	Processor details	Physical Verification to be checked.	Physical Verification to be checked.	Measurement	Points to measure clock speed along with wire termination to be made available for measurement by OEM.
2.	Chipset details				
3.	Memory				
4.	HDD details				

#### 2. Conclusion

2.1 The <.....> Laptop Make: ..... Model: ..... Conforms / Not Conforms to the requirements specified by the Customer (Tender reference: \_\_\_\_\_) (for complete details refer Test Results).

#### 2.2 Tested Laptop Photograph

#### Summary

Project Name	
No. of Iterations	

#### Scores

Description	Official Rating	Iterations
Learning		
Video Creation		
Productivity		
Sysmark 2007 Preview Rating		

#### Operating System Summary

Operating System:

Language:

File System:

DirectX:

Keyboard Language:

### **Hardware Summary**

#### **CPU**

Vendor  
CPU Name  
Code Name  
CPU Model Number  
Family Stepping  
Core Frequency  
Bus Frequency  
L1 Cache  
L2 Cache  
L3 Cache  
CPUID Flagset  
Physical Core

#### **Platform**

Vendor  
BIOS Mode  
BIOS Release Date  
Board Vendor  
Board Model  
Board Version

#### **Memory**

Memory Channel DIMM1  
Memory Capacity  
Memory Speed  
Memory Channel DIMM2  
Memory Capacity  
Memory Speed

#### **Storage**

Hard Drive Model  
Hard Drive Buffer  
Hard Drive Size  
Hard Drive Type  
Hard Drive Speed

#### **Video**

Vendor  
Chipset  
Driver  
Memory Size  
Resolution  
Type

#### **Audio**

Vendor  
Type  
Driver

#### **Network**

Driver-1  
Media Type  
Connected  
Type

Driver-2

Media Type  
Connected  
Type

### Display Devices

Vendor  
Brightness  
Resolution  
Refresh Rate  
Size

### Battery

Vendor  
Current Capacity  
Current Charge  
Design Capacity

Laptop Bag Specification		
Sl. No.	Description	Specification
1	Suitability	To accommodate Laptop Computer.
2	Material	Polyester fabric nylon bonded thread branded zippers and sliders.
3	Compartments	Three Compartment bag (Laptop, Textbook, Power Adaptor Utility Pocket) with padded sleeve, utility pocket in front and side pockets.
4	Padding	Padded handle, padding on the back for comfort and air flow curved and padded contoured shoulder straps.
5	Logo and Image	Government Image and scheme logo and scheme Name shall be on front pockets as per approved & finalized design by the State Government.

#### Note

1. This report refers only to particular item(s)/equipment(s) submitted for testing.
2. This report shall not be reproduced except in full without the written approval from Director, STQC, New Delhi.
3. The test result reported is valid at the time of and under the stated condition of measurement.
4. Only the test asked for by the party have been carried out.
5. Any anomalies/discrepancies in this report should be brought to our notice within 45 days from the date of issue of this report.

Authorized Signatory: Name: Designation:	Issued By: Name: Designation:
------------------------------------------------	-------------------------------------

Note: The ERTL may provide Interim report, if required and ERTL may need OEM's help as and when required during the testing of their LAPTOP, if required. The ERTL may contact directly to OEM.

## Annexure - 5 Pre-dispatch Inspection

LOGO OF THE TPA Agency	<b>Pre – Delivery Inspection Checklist</b>		
	Name of the Inspectors & Team Members		
Inspection Organization:			
Site Address:			
Inspection Date:			
Descriptions	Accepted	Not Accepted	Comments
Documents related to the assignments <ul style="list-style-type: none"> <li>• Purchase order</li> <li>• Work order/Acceptance order</li> <li>• Extension letter</li> </ul>			
Documents related to the work <ul style="list-style-type: none"> <li>• Import/Manufacturing License</li> <li>• ISO 14896:2001 Compliance Certificate</li> <li>• Quality Control Certificate</li> </ul>			
Packaging Standard			
Confirm to Technical Specifications			
Confirm the Performance of Laptop to the sample provided at the time of award of Contract.			
Lots are having the identity <ul style="list-style-type: none"> <li>• Lot Size</li> <li>• Batch number/Serial number</li> <li>• D.O.M</li> </ul>			
Samples were drawn as per the relevant standard & All tests (acceptance test) as per relevant standards were covered			
Signed by all inspection team			
Any other comments from Inspector for further improvements			

## Inspection Report Format

(IN LETTER HEAD PRINTED FORMAT)

1.	Ref no: UPLC/ ABC/**/****/ 000	:	DATED: 00-00-0000		
2.	Name of the indenter/Consignee with detailed address	:			
3.	Supply order no & date Extension if any	:			
4.	Name of the consignee	:			
5.	Name and address of the manufacturer/supplier/inspection site	:			
6.	PDI call letter no & Date	:			
7.	Date of inspection	:			
8.	Any other information	:			
Sl. No	Description of the items	Quantity offered for inspection	Quantity accepted	Quantity rejected	Remarks
					All accepted materials are stamped thus:

Certified that the items as detailed above have been inspected and accepted, the items may be dispatched to the consignee. The Test Report No. \*..... Dated ..... is/are enclosed.

This inspection report is valid for 30 days and any dispute /discrepancies/ claims may be brought to the notice of undersigned within 30 days from the date of issues of this report.

**AUTHORISED SIGNATORY**  
**(Name and code of the inspector)**

Cc to:

1. UPLC
2. DM
3. SDM/any officer designated by DM

## Annexure - 6 Post-Delivery Inspection Report Format

(IN LETTER HEAD PRINTED FORMAT)

### Inspection Report

1.	Ref no: UPLC/ ABC/**/****/ 000	:	DATED: 00-00-0000
2.	Name of the indenter/Consignee with detailed address	:	
3.	Supply order no & date Extension if any	:	
4.	Name of the consignee	:	
5.	Name and address of the Bidder	:	
6.	Date of Inspection	:	
7.	Total Quantity offered for Inspection*		
8.	Quantity Inspected*	:	
9.	Quantity Accepted*	:	
10.	Quantity Rejected*		
Inspection Parameters:			
1	Physical Damages		
2	Complete Laptop: Laptop Bag, Laptop with Serial Number, Battery Charger		
3	User Manual comprising of Specifications, Operational Instructions, Do's and Don'ts instruction in Hindi, English & Urdu.		
4	Warranty card with names and addresses of service centre and telephone numbers		
5	One spare barcode stickers containing manufacturer's serial number.		
6.	Working condition by switching on the Laptop		
Remarks:			
Name of Head of Institutions along with school name present during Inspection:			

\* List containing the serial Number of the Laptops should be attached

Certified that the items as detailed above have been inspected and accepted as on Dated ..... at ..... district.

Name

Name

Signature of Vendor Representative

Signature of SDM/  
Officer designated by DM

CC:

1. UPLC
2. DM
3. SDM/Officer designated by DM

## Annexure - 7 Delivery Challan

Supplier : XYZ Vendor Corporation	Delivery Note No.		Date:
	District:		
	Buyer's Order No.		Dated:
Buyer: UPLC	Dispatch Document No.		Pre-Dispatch Inspection Report No.
	Dispatched Through		Dated:
	Terms of Delivery:		
Description Of Goods	Quantity	Rate Per Unit in INR	Amount in INR
1.			
2.			
3.			
4.			
<b>Total</b>			

Note: List of serial number for Laptops delivered should be attached along with.

Name

Name

**Signature of Vendor Representative**

**Signature of SDM/  
Officer designated by DM**

CC:

1. UPLC
2. DM
3. SDM/Officer designated by DM

## Annexure - 8 Certificate for One Day Laptop Demonstration to Students

District				
Date of Demonstration				
Name of the School				
Students Name	Father's Name	Class	Email & Mobile Number	Signature of the Student
1.				
2.				
3.				
4.				

This is to certify that the XYZ organization has successfully conducted One-Day Basic Demonstration workshop for the school students on Laptop usage, Do's and Don'ts and other relevant content.

Name  
**Signature of Vendor Representative**

Name  
**Signature of the Principal/  
Head of Institution**

Name  
**Signature of the  
SDM/ officer designated  
by DM**

CC:

- 1 UPLC
- 2 DM
- 3 SDM/Officer designated by DM



## Annexure - 9 Service Centre Operational Certificate

District	
Date of Establishment	
Service Centre Address	
Contact Number	
<b>Details of Service Centre</b>	
Name of Service Engineers along with qualification	1) 2) 3)
Internet Broadband Connection available	(Yes / No)
Sufficient Inventory available	(Yes / No)
Telephone line Operational	(Yes / No)
Other Information	

This is to certify that the XYZ organization has successfully established Service Centre in ..... District.

Name

Name

**Signature of Vendor  
Representative**

**Signature of the  
SDM/ officer designated by DM**

CC:

1. UPLC
2. DM
3. SDM/Officer designated by DM