



यू पी इलेक्ट्रॉनिक्स कारपोरेशन लिमिटेड
U.P. Electronics Corporation Limited

(A UP GOVT. UNDERTAKING)

Draft Request for Proposal (RFP)

For

**Selection of System Integrator for
Implementation of e-Governance in Registration
offices across the State of Uttar Pradesh**

eBid reference no. UPLC/HW/2014/04

Issued by:

U.P. Electronics Corporation Limited (UPLC),

10, Ashok Marg, Lucknow - 226001

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

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

Website: <http://www.uplc.in>, <http://etender.up.nic.in>

IMPORTANT NOTICE

Bidders are advised to study the Request for Proposal (RFP) document carefully. Submission of bid shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.

The response to this RFP should be full and complete in all respects. Incomplete or partial bids are liable to be rejected. The bidder shall bear all costs associated with the preparation and submission of the bid, including cost of site visits and presentation for the purposes of clarification of the bid, if so desired by the UPLC / Department. UPLC / Department will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

By the issuance of this RFP, UPLC doesn't necessarily promise the award of contract to anybody. UPLC shall be the sole and final authority with respect to qualifying a bidder through this RFP. The decision of UPLC in selecting the Service Provider who qualifies through this RFP shall be final and it reserves the right to reject any or all the bids without assigning any reason thereof. UPLC further reserves the right to negotiate with the selected agency to enhance the value through this project and to create a more amicable environment for the smooth execution of the project.

UPLC may terminate the RFP process at any time without assigning any reason and upon such termination UPLC shall not be responsible for any direct or indirect loss or damage arising out of such a termination.

The RFP document purchased by a bidder is not transferable.

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Tender Notice


 यू पी इलेक्ट्रॉनिक्स कारपोरेशन लिमिटेड U.P. Electronics Corporation Limited (A UP GOVT. UNDERTAKING)							
<u>TENDER NOTICE</u>							
RFP for selection of System Integrator for Implementation of e-Governance in Registration offices across the State of Uttar Pradesh							
1.	<table border="1"><tr><td>Tender inviting Authority Designation and Address</td><td>The Managing Director, U.P. Electronics Corporation Limited, 10, Ashok Marg, Lucknow - 226001, INDIA E-mail: md@uplc.in, uplclko@gmail.com Website: http://www.uplc.in; http://etender.up.nic.in</td></tr></table>	Tender inviting Authority Designation and Address	The Managing Director, U.P. Electronics Corporation Limited, 10, Ashok Marg, Lucknow - 226001, INDIA E-mail: md@uplc.in, uplclko@gmail.com Website: http://www.uplc.in ; http://etender.up.nic.in				
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2.	<table border="1"><tr><td>a) Name of the Work</td><td>Implementation of e-Governance in Registration offices across the State of Uttar Pradesh</td></tr><tr><td>b) Tender reference</td><td>UPLC/HW/2014/04</td></tr><tr><td>c) Place of Execution</td><td>Throughout the State of Uttar Pradesh</td></tr></table>	a) Name of the Work	Implementation of e-Governance in Registration offices across the State of Uttar Pradesh	b) Tender reference	UPLC/HW/2014/04	c) Place of Execution	Throughout the State of Uttar Pradesh
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b) Tender reference	UPLC/HW/2014/04						
c) Place of Execution	Throughout the State of Uttar Pradesh						
3.	<table border="1"><tr><td>Tender documents available place and due date for obtaining Tender</td><td>On all working days during office hours from 03/03/2014 up to 15/05/2014 from the address mentioned in row (1) above or can be downloaded from http://www.uplc.in</td></tr><tr><td>Cost of Tender Document</td><td>INR 20,000/- (non-refundable) in the form of Demand Draft/ Banker's Cheque</td></tr></table>	Tender documents available place and due date for obtaining Tender	On all working days during office hours from 03/03/2014 up to 15/05/2014 from the address mentioned in row (1) above or can be downloaded from http://www.uplc.in	Cost of Tender Document	INR 20,000/- (non-refundable) in the form of Demand Draft/ Banker's Cheque		
Tender documents available place and due date for obtaining Tender	On all working days during office hours from 03/03/2014 up to 15/05/2014 from the address mentioned in row (1) above or can be downloaded from http://www.uplc.in						
Cost of Tender Document	INR 20,000/- (non-refundable) in the form of Demand Draft/ Banker's Cheque						
4.	<table border="1"><tr><td>Earnest Money Deposit (EMD)</td><td>INR 1,25,00,000 /- (Rupees one crore and twenty five Lacs only), in the form of a Demand Draft/ Banker's Cheque/Bank Guarantee (as per format provided in this RFP)</td></tr></table>	Earnest Money Deposit (EMD)	INR 1,25,00,000 /- (Rupees one crore and twenty five Lacs only), in the form of a Demand Draft/ Banker's Cheque/Bank Guarantee (as per format provided in this RFP)				
Earnest Money Deposit (EMD)	INR 1,25,00,000 /- (Rupees one crore and twenty five Lacs only), in the form of a Demand Draft/ Banker's Cheque/Bank Guarantee (as per format provided in this RFP)						
<ol style="list-style-type: none">1. Eligibility Criteria: Please refer to the RFP.2. Two Bid System i.e. Stage-1 Qualification Bid; Stage-2 Financial Bid.3. Tenders received after due date and time will be summarily rejected.4. Contact Phone nos. Tel: 0522-4130303,2286808, 2286809, Fax: 0522-22885835. Email: md@uplc.in, uplclko@gmail.com; URL: http://www.uplc.in; http://etender.up.nic.in							

Table 1 – Key events, dates and information

Activity	Details
Project name	Implementation of e-Governance in Registration offices across the State of Uttar Pradesh
Owner Department / Office	Department of Stamps and Registration, Uttar Pradesh
Issue of Advertisement for Notice Inviting Tender	28/02/2014
Date of Publishing of RFP	05/03/2014 on eTender portal http://etender.up.nic.in
Last date for submission of queries on RFP	14/03/2014
Date & time of Pre-bid conference	20/03/2014
Venue for Pre-bid conference	U.P. Electronics Corporation Limited, 10, Ashok Marg, Lucknow - 226001, India
Date of issue of Corrigendum	28/03/2014
ebid submission end date on etender portal	15/05/2014
Date & time of opening of qualification bids	23/05/2014
Venue for opening of qualifications bids	U.P. Electronics Corporation Limited, 10, Ashok Marg, Lucknow - 226001, India
Date & time of opening of financial bids	02/06/2014
Venue for opening of financial bids	U.P. Electronics Corporation Limited, 10, Ashok Marg, Lucknow - 226001, India
Validity period of bids	180 days from date of bid submission

Table 2 – Tender Checklist

S. No.	Bid enclosure	Yes or No
1.	Whether Qualification Bid and Commercial Bid prepared and signed and stamped in all pages by the Authorized Signatory?	
2.	Whether DD / Banker's Cheque / Purchase Receipt of Bid Document Fees and DD / Banker's Cheque / Bank Guarantee of EMD are put along with the Qualification Bid?	
3.	Whether the RFP is submitted in Two covers namely Qualification Bid and Commercial Bid?	
4.	Whether Qualification bid contains the following:	
4.1	Bidder's covering letter in the Letter Head signed and stamped by the Authorized Signatory.	
4.2	Whether the updated "Qualification checklist" has been incorporated in the proposal?	
4.3	Whether Certificate of Incorporation of the Bidder/all the Consortium Members is submitted?	
4.5	Whether Memorandum of Understanding and Articles of Association of the Bidder/all the Consortium partners is submitted?	
4.6	Whether Annual Report including Balance Sheet and Profit & Loss accounts for the previous three audited years for the Bidder/all the consortium partners is submitted?	
4.7	Whether Consortium Agreement in original signed by all the Authorized Signatories of the partners is submitted?	
4.8	Whether a Certificate from the Company Secretary of the Bidder/Prime Bidder certifying that the Bid signatory is authorized by the Board of Directors of the Company to do so with resolution number and date, is submitted?	
4.9	a. Whether all required Work Orders along with the completion Certificate/ongoing work 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?	
4.10	Whether Statutory Auditor Certificate or Certificate from the Company Secretary of the Bidder / all consortium partners clearly specifying the turnover for the specified years is submitted?	
4.11	Whether Statutory Auditor Certificate or Certificate from the Company Secretary of the Bidder / all consortium partners clearly specifying the Net	

RFP for Implementation of e-Governance in Registration offices across the State of UP

S. No.	Bid enclosure	Yes or No
	Worth for the specified years is submitted?	
4.12	Whether Statutory Auditor Certificate or Certificate from the Company Secretary of the Bidder / all consortium partners clearly specifying the Net Cash Accruals for the specified years is submitted?	
4.13	Whether Certificate from the Authorized Signatory to the effect that the Bidder (from each member in case of Consortium) is not blacklisted by any of the Ministry/ Department of Government of India/ State Governments.	
4.14	Whether an Undertaking from the authorized signatory of the Bidder/ Certificate from the Company Secretary to the effect that the Bidder shall establish an office in Lucknow, is submitted?	
4.15	Whether Certificate from Head of HR Department or the Company Secretary for number of technically qualified professionals employed by the Company and required no. of professional available for this project on its rolls, is submitted?	
4.16	Whether copy of valid ISO 9001:2008 certificate has been submitted for Bidder / all consortium partners?	
4.17	Whether certificate from Authorized signatory for compliance to the Technical specifications & quantities, as per RFP, has been submitted?	
4.18	Whether authorization letters from all the OEMs on their respective letter heads have been submitted?	
4.19	Whether all the information has been provided as per Formats provided in the RFP?	
5.	Whether commercial bid contains the following:	
5.1	Duly filled Price Bid which is signed and stamped by the Authorized Signatory.	
5.2	Whether commercial bid has been submitted as per the format provided in the RFP?	

Abbreviations

S. No.	Abbreviation	Description
1.	SD	Stamp Duty
2.	RF	Registration Fees
3.	SR	Sub-registrar
4.	DRO	District Registrar Officer
5.	IGRS	Inspector General of Registration and Stamps
6.	AIG	Assistant Inspector General of Registration and Stamps
7.	DIG	Deputy Inspector General of Registration and Stamps
8.	Addl. IG	Additional Inspector General of Registration and Stamps
9.	FIFO	First In First Out
10.	FRS	Functional Requirement Specifications
11.	U.P.	State of Uttar Pradesh
12.	SMS	Short message service
13.	CSC	Citizen Service Center
14.	SWAN	State Wide Area Network
15.	SDC	State Data Center
16.	ID	Identity
17.	COS	Class of service
18.	DEO	Data entry operator
19.	ULB	Urban Local Body
20.	EC	Encumbrance certificate
21.	DD	Demand Draft
22.	CC	Certified copy
23.	UIDAI	Unique Identification Authority of India
24.	SHCIL	Stock Holding Corporation of India Limited
25.	SRO	Sub-registrar office
26.	FC	Facilitation Counter
27.	UID	Unique Identification
28.	PAN	Permanent Account Number
29.	DoSR	Department of Stamps and Registration of Uttar Pradesh
30.	UPLC	Uttar Pradesh Electronics Corporation Ltd.
31.	GoUP	Government of Uttar Pradesh
32.	GOI	Government of India
33.	NLRMP	National Land Records Modernization Programme

RFP for Implementation of e-Governance in Registration offices across the State of UP

S. No.	Abbreviation	Description
34.	RFP	Request for Proposal
35.	UPLC	Uttar Pradesh Electronics Corporation Ltd.
36.	FY	Financial year
37.	DBA	Database Administrator
38.	MMP	Mission Mode project
39.	UPDESCO	Uttar Pradesh Development Systems Corporation Ltd.
40.	DM	District Magistrate
41.	ADM	Additional District Magistrate
42.	PMU	Project Management Unit

Section 1 – Invitation for Bids

1 Invitation for bids

Government of Uttar Pradesh (GoUP) invites sealed bids from interested System Integrators to provide services (installation & commissioning of hardware, deployment of manpower & management, operations & maintenance, connectivity etc.) to run the computerized registration activities at all offices of the Inspector General of Stamps cum Commissioner Stamps, U.P. (hereinafter refer to as IGRS-UP) across the State of U.P. for the duration of FIVE years, after the “Go-live” stage for the project of “Implementation of e-Governance in Registration offices across the State of Uttar Pradesh” on turnkey basis.

The project envisages implementation of e-Governance across 354 Sub-Registrar offices, 75 District Registrar Offices, 4 Additional IG offices, 20 DIG offices, 77 AIG offices, and 3 IG offices (respectively at Head office, Allahabad, Camp office at Lucknow and IG office at Ghaziabad) spread across the State of Uttar Pradesh. Before bidding, bidders are advised to visit a sample of locations so as to have a clear understanding of the functioning / requirements of the project and the environment available at these places.

The RFP document may be purchased by any interested bidder from the office of UPLC during office hours on any working day on submission of RFP document fee of Rs.20,000/- (non-refundable) only in cash or demand draft drawn in favour of the “Uttar Pradesh Electronics Corporation Ltd. (UPLC)” payable at Lucknow.

The complete RFP document can also be downloaded from the website of UPLC (<http://www.uplc.in>). In case a bidder downloads the RFP from the website then the RFP document fees should be submitted along with the proposal.

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 System Integrator(s) for implementation of the project of “Implementation of e-Governance in Registration offices across the State of Uttar Pradesh” as per the scope of the Bid. The scope of work, qualification criteria, general terms & conditions and requirements of UPLC / Department for this Project are specified in this RFP.

1.2 Address of the issuer of this RFP and for bid submission & correspondence

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

RFP for Implementation of e-Governance in Registration offices across the State of UP

Fax: 0522-2288583

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

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

Any proposal received by UPLC after the deadline for submission of proposals mentioned in the Section – “Key Events, Dates & Information” 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 About the RFP document

- i. This RFP provides information regarding the Project, Scope of Work, Technical requirements and other related information to the Bidder(s).
- ii. It details the General Terms & Conditions with respect to the Bid process management to be adopted for the proposed Project.
- iii. The RFP contains the Agreement template outlining the contractual and legal terms & conditions applicable for the proposed engagement.
- iv. 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.
- v. The Bidders are expected to examine all instructions, forms, terms, Project requirements and other information in the RFP documents. Failure to furnish all information required by the RFP documents or submission of a proposal not substantially responsive to the RFP documents in every respect will be at the Bidder's risk and may result in rejection of the proposal and forfeiture of the Earnest Money Deposit (EMD).

1.4 Procurement and Submission of RFP

Interested Bidders may obtain complete set of documents from the office of UPLC, address mentioned in the Table 1 (page 11) of this RFP, during the office hours on all working days on submission of payment of Non Refundable RFP Document Fee as mentioned in Table 1. 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.

RFP document can also be downloaded from the UPLC website (www.uplc.in). In such cases, the Non Refundable RFP Document Fee 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.

1.5 Pre-bid queries and conference

UPLC shall receive and respond to prospective Bidder's Pre-Bid queries as per the scheduled date and time as mentioned in the Table 1 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) in accordance with the respective clauses of the RFP as per Table 1 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 address mentioned in this RFP only once and further queries sent by the Bidders shall not be entertained.

1.6 Amendment of RFP

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 of UPLC (www.uplc.in). All such amendments shall be binding on all the Bidders. The Bidders are also advised to visit the aforementioned website on regular basis for checking necessary updates. UPLC also reserves the rights to amend the dates mentioned in the Table 1 in this RFP for Bid process.

Section 2 – Qualification Criteria

2 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.

2.1 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:

Term	Definition
Consortium	A group of companies formed to undertake an enterprise or activity.
Prime Bidder	The member of the Consortium which has been designated so by the other members of the Consortium and also authorized by them to represent each one of them and enter into Agreements for and on behalf of the Consortium.
Turnover	The total amount of gross receipts, from activities in the normal course of business, as per the annual report and as adjusted with any qualifications in the Auditors' Report.
Financial Year	Normally a 12-month period, in Indian context commencing from the 1st day of April of any year and ending on the 31st day of March of the following calendar year.
Auditor	Auditor shall mean the Statutory Auditor of a Company.

2.2 Detailed Qualification Criteria

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 extent of the work involved, the following criteria are prescribed as qualification criteria for Bidders 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.

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S. No.	Clause	Documents Required
1.	The Bidder (Prime Bidder in case of a Consortium) should be registered under Companies Act, 1956 in India since last 5 years and should have been in IT related services and operations for a period of at least 5 years in India.	<ul style="list-style-type: none"> • Certificate of Incorporation. • Memorandum and Articles of Association. • Certificate of Commencement of Business issued by the Registrar of Companies • Work orders providing evidence to compliance to this criteria (in areas of IT services & operations) confirming year & date
2.	In case of Consortium, all the partners of the consortium shall be registered under Companies Act, 1956 in India since last 3 years at least and should have been in IT related services and operations for a period of at least 3 years in India.	<ul style="list-style-type: none"> • Certificate of Incorporation. • Certificate of Commencement of Business issued by the Registrar of Companies • Memorandum and Articles of Association. • Work order (in areas of IT services & operations) confirming year & date
3.	The Bidder (Prime Bidder in case of a Consortium) should have an average annual turnover of at least INR 300 Crores in the last three financial years (i.e. 2010-2011, 2011-2012 & 2012-13) and the consortium partner individually should have an average annual turnover of at least INR 50 crores in the last three financial years (i.e. 2010-2011, 2011-2012 & 2012-13)	<ul style="list-style-type: none"> • Audited Profit and Loss Statement and Balance sheets. • Statutory Auditor Certificate or Certificate from the Company Secretary of the Bidder (Prime bidder in case of consortium) clearly specifying the turnover for the specified years. • Statutory Auditor Certificate or Certificate from the Company Secretary of the consortium partner clearly specifying the turnover for the specified years.
4.	The Bidder (Prime Bidder in case of a Consortium) should have a consolidated minimum positive Net Worth of at least INR 50 crores on the last day in each of the preceding three financial Years for the last financial years i.e. 2010-2011, 2011-2012 & 2012-13). Also, in case of consortium, All the consortium Partners should have positive Net	Audited annual accounts or Statutory Auditor Certificate or Certificate from the Company Secretary of Bidder (Prime bidder in case of consortium) specifying the Net Worth for the specified years.

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S. No.	Clause	Documents Required
	<p>Worth for the last financial Year (2012-13)</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>	
5.	<p>The Bidder (Prime Bidder in case of a Consortium) should have a positive Net Cash Accruals of at least INR 30 crores (PAT + Depreciation – Dividends) for the last financial years i.e. 2010-2011, 2011-2012 & 2012-13).</p>	<p>Audited annual accounts or Statutory Auditor Certificate or Certificate from the Company Secretary of Bidder (Prime bidder in case of consortium) specifying the Net Cash Accruals for the specified years.</p>
6.	<p>The Bidder (Prime Bidder in case of a Consortium) should have successfully implemented/implementing at least ONE IT project with value of at least INR 75 Crores in the last 5 financial years (i.e. 2008-09, 2009-10, 2010-11, 2011-12 & 2012-13), in India for any Central / State Government / PSUs / Banks from multiple locations (minimum 150). The scope of such projects should include hardware supply, deployment / development / customization of application software, networking, and system integration.</p> <p><i>Note: Multiple work orders against individual Project for the delivery of services / products during the last 5 years shall be considered.</i></p>	<ul style="list-style-type: none"> • Copy of Work order clearly stating the Project value attested by Company Secretary of the Bidder (Prime bidder in case of consortium) • Certificate of completion by the client OR self-certificate attested by the client. • In case of ongoing project, certificate of partial completion by the client OR self-certificate attested by the client along with payment proof by the client.
7.	<p>As on date of submission of the proposal, the Bidder (Prime bidder as well as all Consortium partners in case of consortium) shall not be under any declaration of ineligibility for</p>	<p>Certificate from the Company Secretary to the effect that the Bidder (from each member in case of Consortium) is not blacklisted by any Ministry/ Department of Government of India/</p>

RFP for Implementation of e-Governance in Registration offices across the State of UP

S. No.	Clause	Documents Required
	unsatisfactory past performance, corrupt or fraudulent practices, any other unethical business practices or blacklisted either by any Ministry/ Department of Government of India/ State Governments.	State Governments.
8.	Bidder (all partners in case of consortium) should possess a valid ISO 9001:2008 certificate or an equivalent certificate.	Copy of the valid ISO 9001:2008 certificate or equivalent certificate issued from the accreditation organization to be submitted as documentary proof.
9.	<p>The Bidder (Prime bidder in case of consortium) shall have on their rolls as on 31st March 2013 at least 800 technically qualified professionals on its rolls in the area of networking, systems integration, infrastructure maintenance support & services, connectivity etc. Out of which:</p> <ul style="list-style-type: none"> • DBA – Minimum 10 IT professionals with prior experience for over 5 years in Database Administration with relevant DBA certifications. • System Administrator – Minimum 10 IT professionals with prior experience for over 5 years in IT infrastructure management, Service level management, Data Centres, managing Operations and maintenance activities with relevant certifications like ITIL, etc. or certifications from client. • Network Administrator – Minimum 10 IT professionals with prior experience for over 5 years in IT networking with a valid certification like CCNA / CCNP etc. • Project Managers – Minimum 5 IT professionals with B.Tech/ MCA/ MBA / M.Tech qualifications with prior 	<ul style="list-style-type: none"> • Certificate from Head of HR Department or the Company Secretary for number of technically qualified professionals employed by the Company on its rolls. • Required no. of CVs of professionals as per the format provided in Annexure 14.10

RFP for Implementation of e-Governance in Registration offices across the State of UP

S. No.	Clause	Documents Required
	experience for over 10 years in project Management for large scale IT projects.	
10.	The Bidder (Prime Bidder in case of a Consortium) should have an office in Lucknow, Uttar Pradesh. However, if the local presence is not there in the state, the selected Bidder (Prime bidder in case of Consortium) should give an undertaking for establishment of an office, within one calendar month of issuance of LOI.	Certificate from the Authorized signatory to the effect that the Bidder shall establish an office in Lucknow.
11.	The Bidder shall comply or exceed with all the Technical Specifications and quantities as specified in this RFP.	Details to be provided as per Section 10.4
12.	OEM authorization letters in name of Bidder (Prime bidder in case of consortium)	The bidder (Prime bidder in case of consortium) should submit valid letter from the OEMs confirming following: <ul style="list-style-type: none"> • Authorization for bidder (Prime bidder in case of consortium) to quote its products • Confirm that the products quoted are not end of life products • Undertake that the support including spares, patches for the quoted products shall be available for entire duration of the project.

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

In case of consortium, following documents will be required in addition to aforementioned documents:

S. No.	Clause	Documents Required
1.	In case of a Consortium Bid, the Prime Bidder would need to submit a duly notarized Agreement with the other members of Consortium for the	Consortium Agreement on a Non Judicial stamp paper duly notarized.

S. No.	Clause	Documents Required
	<p>Contract clearly indicating the division of work with respect to the Scope of Work (naming relevant clauses and sub-clauses) and their relationship. The Agreement should be prepared on a Non Judicial stamp paper of requisite value.</p> <p>The Agreement concluded by the Prime Bidder and Consortium members should also be addressed to the UPLC clearly stating that the Agreement is applicable to this RFP and shall be binding on them for the Contract period.</p>	
2.	<p>The Authorized Signatory signing the Bid on behalf of the Bidder (Prime Bidder in case of a Consortium) should be duly authorized by the Board of Directors of the Bidding Company to sign the Bid and the Contract / Agreement on their behalf.</p> <p>The Prime bidder in case of Consortium will be solely responsible to the Department / UPLC for the implementation of the project.</p>	<p>A Certificate from the Company Secretary of the Bidder certifying that the Bid signatory is authorized by the Board of Directors of the Company to do so, with resolution number and date and that the prime bidder will be solely responsible to the Department / UPLC for the implementation of the project.</p> <p>In case of consortium, each consortium member shall give an undertaking duly signed by their authorized signatory in the name of "Authorized Signatory" of the Prime Bidder.</p>

2.3 Change in Bidder’s status during bid process

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

Section 3 – About the Project

3 About the Project

3.1 Background

Computerization of Land Records and Registration is one of the State Mission Mode Projects (MMPs) launched by Department of Electronics and Information Technology (DeitY), Government of India (GoI). Further on the various programs of the project i.e. Computerization of Land Records (CLR) & Strengthening of Revenue Administration and Updating of Land Records (SRA&ULR) were merged into a modified scheme named National Land Records Modernization Programme (NLRMP). The main aims of NLRMP are to usher in a system of updated land records, automated and automatic mutation, integration between textual and spatial records, inter-connectivity between revenue and registration, to replace the present deeds registration and presumptive title system with that of conclusive titling with title guarantee. In this regard, the Government of Uttar Pradesh (GoUP) has envisioned a citizen centric, transparent, efficient and self-sustaining Registration system in the state. The GoUP plans to realize this vision through the effective and optimal use of information technology, change management techniques, training, citizen education, process re-engineering and project management. The program for “Implementation of e-Governance in Registration offices across the State of Uttar Pradesh” has been conceived by the Department of Stamps and Registration to achieve:

- A citizen centric, simple, speedy, user friendly & reliable process for registration.
- Consistency across processes.
- Increase in accountability of the staff members.
- Transparency and objectivity in the valuation of the properties and assessment of stamp duty & registration fees.
- Automation of all the back office functions pertaining to the registration services to minimize work load on staff members.
- Generation of necessary MIS reports for effective and quick decision making by the administration.

3.2 Stamps and Registration Department of Uttar Pradesh

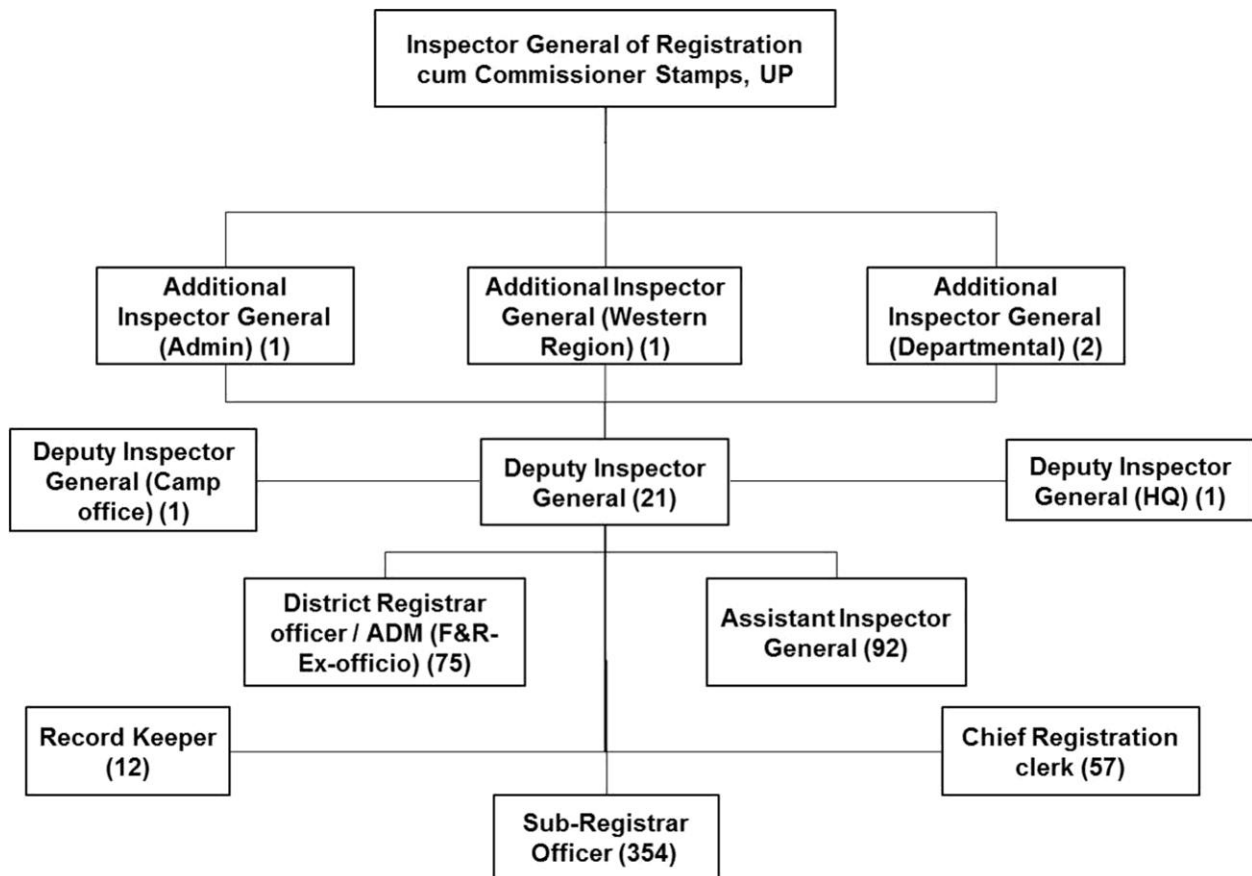
Primary objective of Stamps and Registration Department is to register the documents related to the agreements between all parties and keep the inscriptions for future. Department also issues certified copies of their documents at certain fees to the applicants. In case the original document is lost, the copy of the document available at the registration department is considered to be original.

The Department is also responsible for collection of Stamp Duty. Stamp Act has been passed in order to gain revenue, and this revenue is collected by imposing stamp charges on few fixed type of inscriptions.

3.2.1 Organization structure

The Department of Stamp & Registration of Uttar Pradesh is headed by Principal Secretary, at the state level. At field level, Inspector General of Registration cum Commissioner Stamps (IGRS) is the highest authority in the department. The headquarters of the Department of Registration and Stamp is located at Lucknow. It is headed by Inspector General of Registration cum Commissioner Stamps (IGRS). He is supported by 4 Additional IGs, 23 DIGs, 92 AIGs, 75 District Registrars and 354 Sub Registrars.

SROs are the front end of the department as far as service delivery of the department to the citizen is concerned. The official hierarchy in IGRS at the field level is as follows:



3.2.2 Classification of Registration

The Registration documents can be classified in following ways:

1. Compulsory and Optional Registration

The concerned person himself/herself or the duly authorized agent presents each and every document, which is to be registered at the appropriate registration office. The registrations can be classified into Compulsory and Optional.

- **Compulsory registration** is provided in the Section 17 of Registration Act. These include:
 - Instruments of gifts of immovable property
 - Other non-testamentary instruments which purport or operate to create, declare, assign, limit or extinguish, whether in present or in future any right, title or interest, whether vested or contingent, of the value of one hundred rupees and upwards to or in immovable property
 - Non-testamentary instruments which acknowledge the receipt or payment of any consideration on account of the creation, declaration, assignment, limitation or extinction of any such right, title or interest
 - Leases of immovable property from year to year, or for any term exceeding one year, or reserving a yearly rent;
 - Non-testamentary instruments transferring or assigning any decree or order of a court or any award when such a decree or order or award purports or operates to create, declare, assign, limit or extinguish, whether in present or in future, any right or interest, whether vested or contingent of the value of one hundred rupees and upwards.
 - Any other instrument required by any law for the time being in force, to be registered.
 - Any other instruments as mentioned in Section 17 of the Registration Act.

- **Optional Registration** is provided in Section 18 of the Indian Registration Act:
 - Lease of immovable property for any term not exceeding one year
 - Instruments (other than Wills) which purport or operate to create, declare, assign, limit or extinguishing any right, title or interest to or in movable property
 - Wills, and
 - All other documents not required by Section 17 to be registered.

2. Testamentary and Non-testamentary

The documents registered can further be classified depending upon the time by which they come into force:

- **Testamentary** e.g. Will is of testamentary type because it comes into force after the death of testator.
- **Non Testamentary** e.g. Sale deed, Gift, Lease, Mortgage etc. is a non-testamentary document since it comes into effect during the lifetime of executor.

3.2.3 Key Services of the Department

The Department has the responsibility to register private documents like those pertaining to property transactions, general power of attorney, Wills, gifts, and mortgage, lease agreement etc. and preserve them as public records for posterity. Besides, it collects Stamp duty and Registration Fee for the State. Apart from these main activities, the department also provides services such as Registration of Marriages, Issue of Encumbrance Certificate, certified copies of registered documents and Deposit of Wills etc.

The service rendered by the department can be classified into two broad categories – Registration Services and Information services. These are summarized below:

Nature of Service	Instruments	Categories
Registration Services	Documents	Documents capturing information about sale of immovable property transaction, General Power of Attorney, Mortgages, Lease Agreement, Gifts, Wills etc.
	Marriages	Hindu Marriages
Information Services	Certified Copies	Issuing duplicate copies of registered documents
	Encumbrance Certificate	Certificate notifying transaction and charges against properties
	Estimated Minimum Value Assistance	Estimated Minimum Value of property
	Stamp duty & registration fees	Calculating stamp duty and registration fees for sake of information of citizens

3.3 Existing State of Computerization in IGRS

3.3.1 Existing Software Application for IGRS

The software application PRERNA (**Property Evaluation & Registration Application**) was developed by NIC as Two-Tier architecture application catering to the registration requirements. So far PRERNA has been deployed in approx. 167 SRO offices. PRERNA is standalone, 2-Tier, multi-user software application and has been developed in Visual Basic with Microsoft SQL as the database. The salient features of PRERNA are as follows:

- **Single window system:** All the activities involved in processing of a registration like presentation of documents, valuation of property, deposit of Cash, capturing and printing of Photographs of parties, registration etc. can be performed through one window only.
- **On-the-Spot Registration:** PRERNA is application software through which the complete process of registration beginning with presentation/entry of registration documents till completion of registration of document, is performed on the spot and is completed in all respect.

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- **Capturing, storage & printing of photographs of concerned parties:** Capturing and storage of photographs is carried out at the time of registration only. The photographs of involved parties are captured and stored in the computer. Photographs are printed on the document and also stored in photo detail table in the database.
- **Use of Biometric Devices for capturing fingerprints:** The software captures the thumb impressions of the buyer, seller and identifier are taken with the help of Finger Print devices. These are recorded on the Original document & Book VIII.
- **Valuation of Property:** Valuation of the property is determined based on the information provided by the executants and respective Circle Rate list of the database. The valuation is done at the time of presentation of papers and through subsequent data entry on the application software.
- **Automatic conversion of units:** PRERNA automatically converts various units of measurement like Bigha / Biswe etc. to standard unit in order to have uniformity and standardization in calculations.
- **Easy configuration and parameterization:** PRERNA is easy to set up and configure. The configuration only requires the selection of SRO. It is required to configure the photo capturing software, which can be done through the application program. All the rates and fees (including rules such as slabs of rates) etc. are stored in database making it easier to incorporate changes in the fee structure without making any change in the application software.
- **Printing of Endorsements:** Printing of relevant endorsements depending on the nature of the deeds is done on the back of the document along with the photograph captured by the digital camera.

3.3.2 Existing IT Infrastructure

The Department had undertaken computerization initiative in 2006. As of now, IT infrastructure (components as mentioned below) is available at approx. 167 SRO offices across the State.

- Server (1 at each SRO office)
- Desktops (varied number as per category of SRO office)
- Webcam
- Fingerprint devices
- Printer
- Scanner
- UPS

The infrastructure available at 147 SRO offices is obsolete and will need to be replaced with new ones. At the remaining 20 SRO offices, the IT infrastructure was deployed around 1-2 years back by UPDESCO and hence will be maintained by UPDESCO till the completion of warranty.

As of now, the Department doesn't have a complete Data Centre infrastructure. Currently 3 servers have been kept at NIC's data centre in Lucknow for data consolidation and hosting of website.

3.3.3 Existing Connectivity

The State of UP has implemented SWAN in the State as a part of Core MMP project of Deity, Govt. of India. The SWAN provides a bandwidth of 2 Mbps on shared basis till the SWAN POPs at Tehsil level, but the last mile connectivity between most of the SRO offices and nearest SWAN POPs has not been provided so far. Some of the SRO offices (approx. 20) have been provided with SWAN connectivity.

As the new system is going to be primarily Centralized, hence the Department has planned to connect all the SRO offices with UP-SWAN, and in addition is planned to have a VPN based backup connectivity for all the SRO offices through a System Integrator, as mentioned in the SOW in the RFP.

3.4 Need for Project

With the existing system in place, the Department is stuck with following issues:

- All the SRO offices have become the islands of information as registration happens jurisdiction wise and information is not consolidated at central level
- SRO offices are the only channel for providing any Registration services and information.
 - Citizens are forced to make multiple visits to SRO offices for collecting different information (valuation details, stamp duty, registration fees etc.)
- Lack of transparency in some steps of the Registration process like Valuation of properties, calculation of stamp duty etc.
- Lack of MIS reports and Decision support system for the Department
- Lack of integration with external departments / information for verification of data provided by the citizen. For example, integration with Land Records, UIDAI etc.
- Less accountability of SROs as activities to be done by SRO are not recorded in the system
- Delays in providing services as no service levels are maintained
- No facility to capture Rejection or any other remarks
- Lack of options to make payments. Currently payments are either made through Cash or physical Challans.
- Most of the documents are available in physical form; hence issuance of Certified copies / Encumbrance certificate is a cumbersome task.
- Lack of facilities to provide status on application to the citizens
- Lack of robust financial management system

Above issues called for radical reforms of the existing Registration processes so that rigid & complex system can be simplified to bring the transparency in the system and provide multiple channels to the citizens to avail the services of the Department. The Department has already undertaken various business process reforms like e-Stamping, standardization of valuation details, etc. and is in process of implementing many more. This project of “Implementation of e-Governance in the Registration offices” is one of the initiatives of Department to leverage benefits of ICT to minimize issues (as aforementioned) and to provide effective and efficient citizen services at the door step of the citizens.

3.5 Project Objectives

The fundamental objective of “Implementation of e-Governance in Registration offices across the State of Uttar Pradesh” is to minimize the manual efforts involved in the registration processes with the help of ICT and bring in efficiency and transparency in the existing processes. The refined system is also expected to boost revenue collections, provide better and faster services to the citizens and considerably reduce the workload of revenue officials.

The key objectives of the project as envisaged by the department are as mentioned below:

1. Enhancing government citizen interaction with shift from ‘Government / Department Centric Processes to Citizen Centric Processes’

2. Improving the quality of services to the citizens

Implementation of this initiative in the offices of the IGRS-UP will improve the quality of service to the citizens remarkably. This improvement of quality will be in terms of

- Easy availability of information
- Increase in number of channels for providing services / information to the citizens
- Reduced cycle time for application processing by automating the backend processes
- Greater transparency and accountability during the process
- Reduction in number of visits to the IGRS offices
- Citizen friendly office environment
- Visible improvement in the quality and level of G2C services provided to the citizens in the state

3. Increase in transparency

Computerization of Registration Services will help the citizens in getting their requirements serviced on time. Various other services of the department like issuance of encumbrance certificates / certified copies etc. can be processed online or through CSCs or facilitations counters at offices, which will ensure faster and transparent processing of request and immediate delivery of services.

4. “Anywhere Registration”

The system will enable the department and citizens in registering their documents at any places in spite of their jurisdiction and hence will further lead to transparency in operations and increase options for registration for citizens.

5. Ease of administration and effective monitoring of work

The project will enable generation of timely MIS reports through the software as per the requirements of the administration. This will help the department officials in better monitoring, quick decision making and identifying revenue trends in a continuous way. Computerization of Registration processes will facilitate easy maintenance and real time updating of registration records in all 72 districts. This will facilitate easy retrieval of records and reduction in manual efforts of the registration staff in the day to day working.

6. Increase in revenues for the department

The system will facilitate the Minimum valuation of the property as well as the Assessment of the Stamp duty and Registration fees through the system, and hence will minimize the discretionary powers of under-valuation & reduced stamp duty / registration, and hence the system will enable increased government revenues.

7. Greater Transparency

Computerization of Registration Services will help the citizens in getting their requirements serviced on time. The issue of certificates and other requests can be serviced through multiple channels like CSCs, facilitation counters etc. which will ensure faster and transparent processing of request and immediate delivery of services. Single window service at SROs will ensure that citizens will have one contact point for service delivery reducing their efforts of going to multiples places around the offices and eliminating the need to pay extra money to get their requests serviced.

8. Leveraging the benefits of ICT in new system

- a. Reduction of manual records with computerized standardized documents
- b. Provision of login ids and biometrics to infuse accountability in operations
- c. Centralized deployment of database and applications to remove unnecessary duplication and simplify preparation of “disaster” copies of registers
- d. Inbuilt mechanism of security and quality control for crucial registration data
- e. Easy web access to citizens for their records
- f. Easy retrieval of records and reduction in manual efforts of the registration staff in the day to day working.

3.6 Proposed Solution for IGRS

3.6.1 IGRS Software Application – Centralized & Online environment

For the successful execution of the project, the Department has planned to develop / upgrade the existing 2-tier, decentralized & standalone version of PRERNA software to an n-tier and Centralized Architecture.

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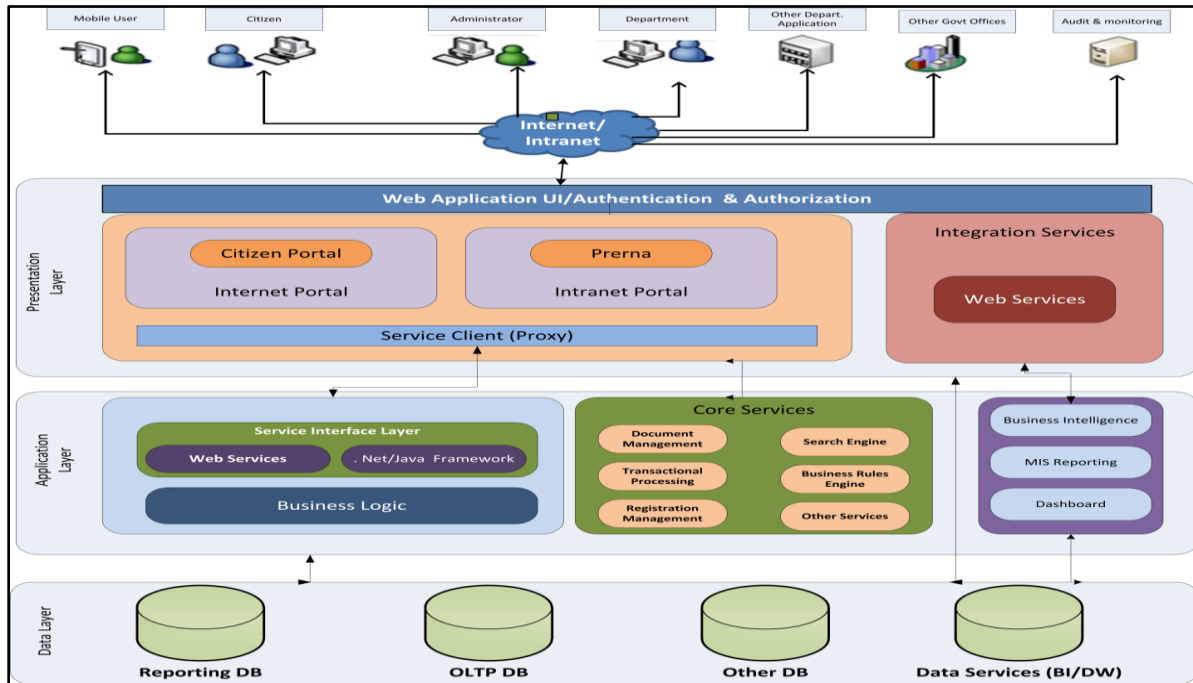
The new IGRS software application will be deployed at the State Data Centre (SDC) and could be accessed using web services at any IGRS office as well as by the citizens and other stakeholders.

The new software application will be developed by State NIC unit and will be made available to SI for further deployment at Data centre and further management of the same. The segregation of responsibilities of SI and NIC has been mentioned in the Section 4.10.

The key modules which have been covered as a part of application are as follows:

Key modules covered in IGRS Software application	
Website portal	Appointment with SRO
Assessment of minimum value of property	Assessment of stamp duty and registration fee
Registration of documents	Submission and management of WILLS
Issuance of encumbrance/non-encumbrance certificate	Issuance of certified copies of document
Document / information Search	Logging of caveats / charges / court orders
Marriage registration	Accounting & Revenue Management
User registration & account management	Intimation of transactions (SMS / email)
Integration with e-Stamping	Integration with Banks
Administration of system	Token management system
MIS reporting	Dashboard management

The diagram below defines the tentative Solution Architecture for the IGRS software application.

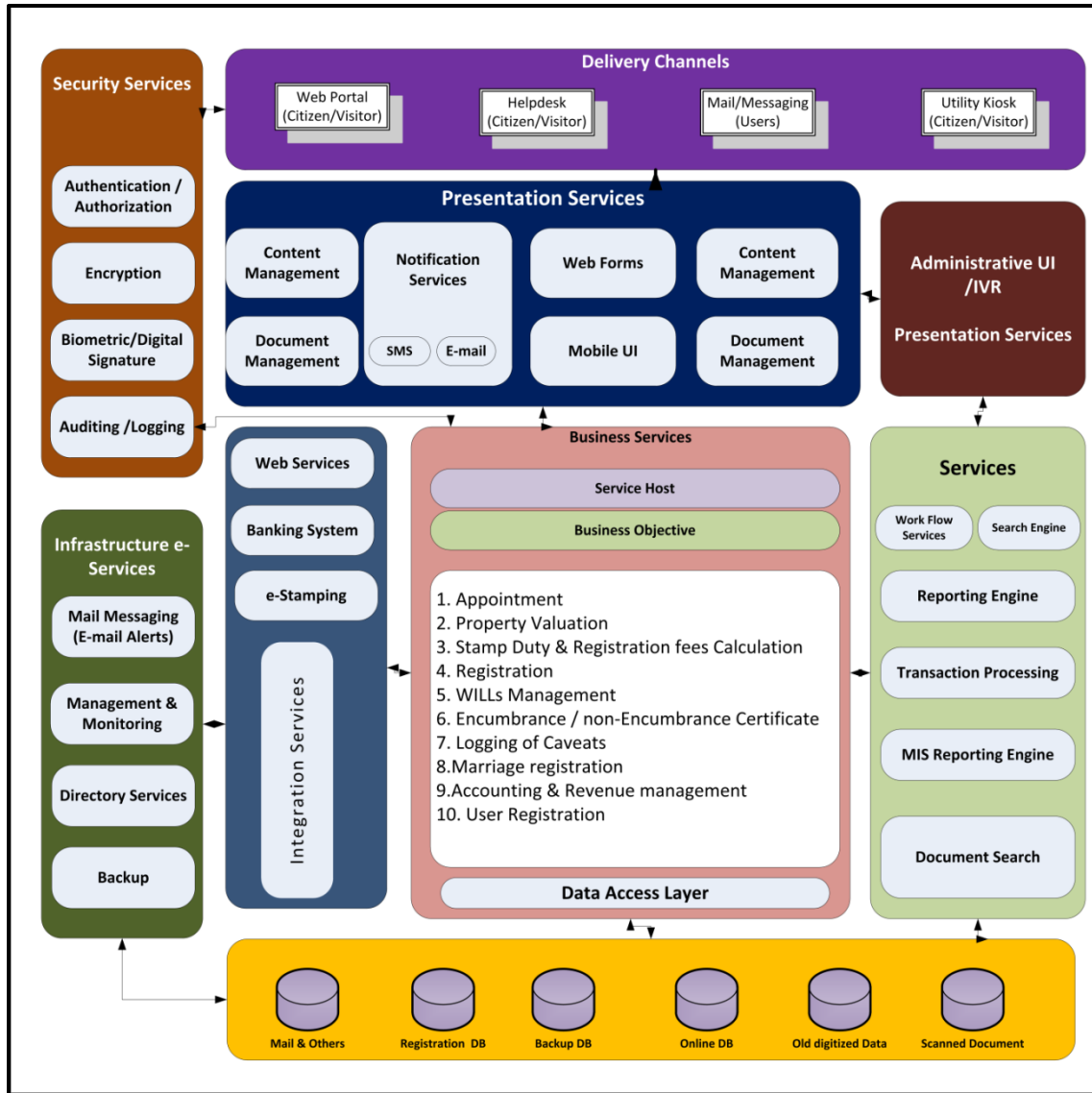


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The proposed solution architecture is a multi-tier with preferable distinct layer of following options:

- a. User Interface (there could be multiple UI for different user group/Access Channels)
- b. Application logic/Business rules
- c. Web services (to enable a service Oriented architecture approach)
- d. Data & Files.

The technical architecture for the solution is as follows:



3.6.2 IGRS Application – Offline Environment

The new IGRS application developed for the project will primarily work in a Centralized environment using SWAN / Backup connectivity. But in order to ensure that the services of the Department are not down due to lack of adequate connectivity, a provision for Offline environment has also been kept in the application.

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The application will fall-back on the Offline environment when connectivity to data centre is not available through any of the links. The users at the SRO offices will continue working in the Offline environment and the data will be stored locally. Once the connectivity is up, the data will get synced to the central server at Data Centre.

To cater to the requirements of Offline environment, the Department has planned to deploy a server at each SRO to as mentioned in the SOW of the RFP

3.6.3 Technology Stack – Online and Offline Environment

The technology stack for the Online and Offline environments of IGRS application are as follows:

Component	Online environment	Offline environment
Application server	Oracle Web logic	Tomcat
Web server	Apache	Apache
Database	Oracle Enterprise	Postgres
Synchronization solution	R-Sync	
Development environment	J2EE	

3.6.4 Network Architecture

The network architecture for the project has been designed considering following requirements:

- Moving primarily to centralized architecture to have consolidated available at central level i.e. SDC, to provide better services and have effective reporting & decision making system in place.
- Providing services of the registration department on website like index registers, applications for various services, appointment service, data entry for applications, etc.
- The existing SWAN bandwidth at Tehsil level is 2 Mbps on sharing basis and the uptime of SWAN is not very good especially at Tehsil level, hence a backup connectivity of L3 MPLS VPN has been envisaged for the project.

The key users for the application and their ways of accessing the Registration application / services are as follows:

- **Citizens:** will be able to access the system directly over the internet, or may visit nearest CSC or IGRS offices to avail any informational services of the Department or log applications / complaint.
- **Non-departmental users (advocates, deed writers, CSCs, external departments, etc.):** will access the system over internet to provide services to citizens or avail services themselves.
- **Departmental personnel & officials:** These personnel & officials will be using the system at each IGRS office across the State.

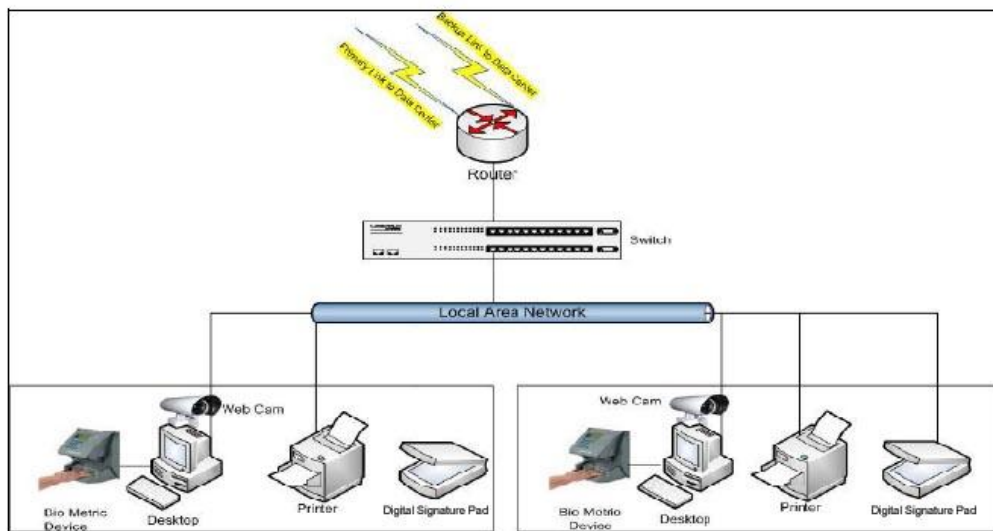
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To cater to the needs of the stakeholders of the Department, dual modes of connectivity has been planned between Data Centre and SRO offices as follows:

1. Connectivity through UP-SWAN
2. L3 MPLS VPN Backup connectivity

3.6.5 LAN Architecture

The proposed LAN architecture at office level is depicted in following diagram. Structured cabling is required for creation of LAN. CAT6 cable should be used for cabling and proper laying of cables along with conduits should be done. Optical fibre should be used wherever it is necessary. There should not be any exposure to environment for both CAT6 cables as well as optical fibre cables. The network rack for switches should be mounted properly on the wall. The router and switch should be kept at same place probably in the same rack.



3.6.6 Data Centre Architecture

The Data Centre architecture proposed for this project has been depicted in the diagram below. The entire infrastructure for data centre will be deployed at the State Data Centre (SDC).

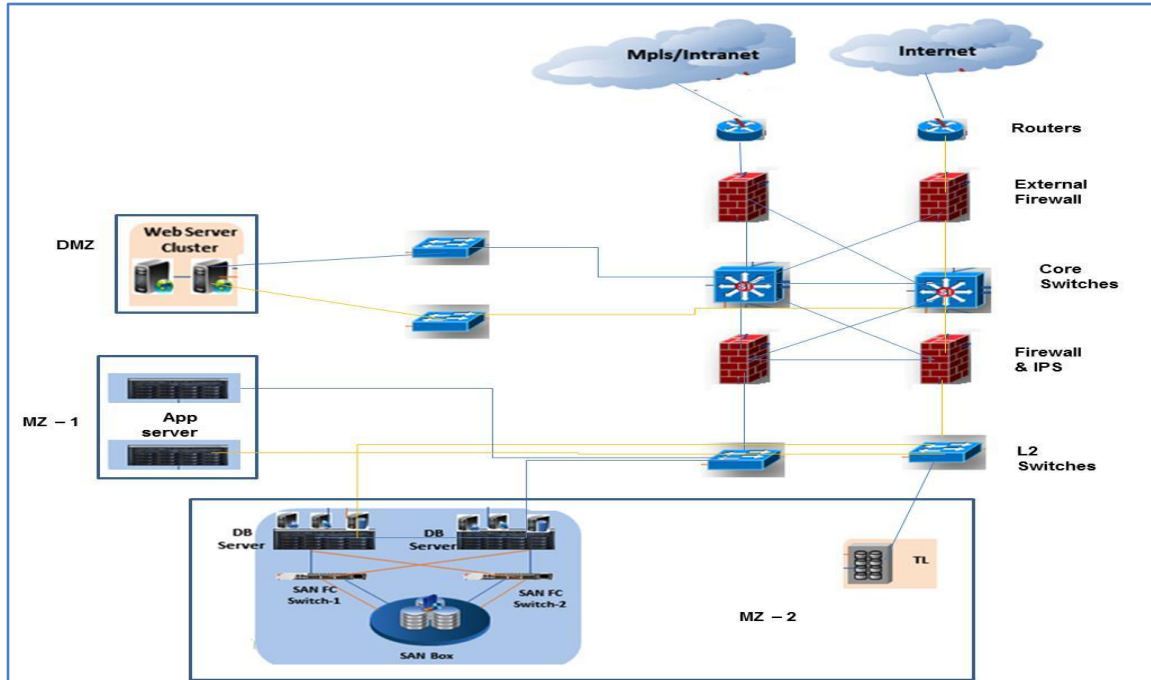


Figure: Proposed Data centre architecture

Design Description

- At Data Centre (DC), the UP-SWAN link as well as the link from L3 MPLS VPN Backup connectivity will be terminated on SDC’s existing router.
- The router would also have capability to handle the data traffic and multiple SSL / VPN encapsulations for secured data transfer.
- The External Firewall provided by SDC would provide next layer of protection between network and DMZ.
- Internal firewall with Intrusion Prevention system (IPS) to be provided by SI should detect malicious traffic and further protects the SDC environment. It will also detect (and prevent) any intrusion from Internet.
- All the servers would be connected to high capacity LAN Switch, which can process millions of packets within seconds, depending on the users and application and its contents.
- The application servers would be accessing the database from the backend in order to process the user / citizens queries / requests.
- The database servers (RDBMS) are also hosted in high security MZ layer to prevent any malicious intrusion attempt.
- The SDC will provide necessary services like space, rack, electricity, backup, tape library, EMS server application, etc.

- In this secure infrastructure it has to be ensured that the security devices in the network such as Firewalls, are in high-availability mode, and these devices should be evenly distributed to optimize performance.

3.6.7 Security Architecture

The systems implemented for project should be highly secure, considering that it is intended to handle sensitive data relating to estates, investors etc. The overarching security considerations are described below.

- The security services used to protect the Solution shall include Identification, Authentication, Access Control, Administration, Audit and support for industry standard protocols.
- The solution shall support advanced user authentication mechanisms including Digital Certificates and biometric authentication.
- Security design should provide for a well-designed identity management system, security of physical & digital assets, data & network security, backup & recovery and disaster recovery system.
- The solution should provide facility for maintaining an audit trail of all the transactions.

Design Description

Various design consideration points for the Security Architecture are as follows:

- All users both internet and Intranet can be source of potential threat and malware dissemination points hence all the users will pass through Firewall and IPS before reaching to Servers.
- All users will land on the Access Layer before they get access to the application and in turn to the Database.
- Intrusion Prevention system should detect malicious traffic and detect (and prevent) any intrusion from network. It helps preserving network bandwidth and availability. IPS appliances employ proven protection technologies that far surpass the accuracy and capabilities associated with today's firewalls and ensure superior protection.
- IPS appliances block known and unknown attacks in real time, including Denial of Service attack (DoS), Distributed Denial of Service attack (DDoS), backdoors, reconnaissance (pre-attack probes), unauthorized activity, brute force, intrusion attempts, and hybrid threats, thus eliminating the need for active administrator involvement.
- Firewalls would provide next layer of protection between the network and DMZ.
- Access to other applications is web browser based. As most compromises are happening through vulnerabilities in the Browsers, hence any access to any application should be through the layer of security.

- All actions should be logged and which user tried to access which application and what was done should be time stamped and record should be maintained for future forensics in case of any intrusion attempts.
- For securing the Data Centre, the Intrusion prevention systems shall carryout full inspection and Firewall shall manage the access control. At the same time more specific content level scanning products like Anti-Spam should be provisioned at appropriate points to ensure content level scanning, blocking and access.
- All devices in the Data Centre and the client locations should be scanned by the vulnerability assessment tool and reports on the vulnerability of the various operating systems, application to be constantly monitored. Actions to be taken by downloading the right patches and applying to those across the systems.
- In this secure infrastructure it has to be ensured that the security devices in the network such as Firewalls / IPS are in high-availability mode, and these devices should be evenly distributed to optimize performance.

3.7 Other requirements

1. Enterprise Management System

EMS need to be deployed at the servers kept at IGRS-UP Data Centre to perform the following functions:

- Measure the performance of system,
- Manage and monitor the servers (e.g. Database, Application, etc.),
- Manage non-functional requirements of IGRS-UP applications,
- Manage connectivity speed and network components (including routers, switches, links, etc.)

EMS should help in pro-actively diagnosing and support in resolution of any technical hindrance for smoother operations. In addition to fault detection, these tools should be capable enough in providing reports for:

- Server statistics
- Server performance
- Alerts from virus attack
- Storage status of Database/SAN
- User access details/logs
- Network monitoring and network availability
- Link utilization
- SLA reports etc.

2. **Dual factor Authentication:** Two-factor authentication is based on something that a user has (a physical device) and something that a user knows (a PIN number or password). A common application of two-factor authentication is withdrawing money from an ATM. The user is required to enter their card in the ATM (something they have) and then type their PIN (something they know). By using something a user knows with something a user has, the same level of authentication can be brought to the IGRS-UP online Application. The dual factor authentication is required for IGRS-UP system for:

- Reducing the window of opportunity for attacks like phishing.
- Mitigating the risk of active attacks.
- Eliminating passive attacks.

3. **Encryption:** For systems like IGRS, it is mandated to provide enterprise wide encryption solution for desktops, and files stored on external storage. It must be possible to specify the following policies:

- Force the automatic encryption of files in specified folders
- Force the automatic encryption of files created by specified applications
- Prevent the automatic encryption of files created in a specified location
- Prevent the automatic decryption of files when accessed by a specified application

Data transfer and processing systems are at the heart of UP-IGRS, exchanging large volumes of information between internal systems, suppliers, and citizens. Because traditional file transfer have no built-in security it is necessary to have an application that can encrypt the data before it is transferred between different systems. Following features will be required for the same:

- Must be accessible from the command line
- Must be able to use public private encryption
- Must be compatible with scripting languages
- Must support Linux, Microsoft Windows, Solaris, Mac, IBM Mainframes, AIX, HPUX, etc.

4. **User and Usage administration:** The access controls should be clearly stated, for on-line PC's running applications connected to the centralized server, which ensures that:

- Only authorized personnel are allowed to access the system; access being restricted via the use of user names/identifications and associated password.
- Access to each application is restricted to specified authorized users.
- The user in the application system is logged off automatically if the user is idle for more than a specified and variable period, to prevent access to the system, applications etc. by unauthorized third parties when a terminal is left unattended.

5. Design Principles: The key design considerations for Proposed technology solution will include:

a. High availability

It is an ability to withstand failure or individual components. The proposed architecture addresses these requirements through the use of clustering, load balancing and redundancy. Cluster environment should be built for critical applications with fail-over and fail back features. The Application Server should be kept lighter than the Database Server. Web Server should be much lighter than the Application Server. Redundancy and Load balancing features should be built in Application Server, Web Server and Database Server to achieve the High Availability.

b. Scalability

Scalability refers to ability to service significant increase in load or page request, without noticeable degradation of performance by means of deploying additional hardware without making any changes to existing code.

c. Interoperability

The success of IGRS-UP Web application initiative would largely depend on the flow of information among the heterogeneous applications. The software application will take care of the interoperability requirements.

d. Flexibility

The proposed system is designed to have Business flexibility

- To keep up with fast changing requirement of customers and partners
- Better business process
- Reuse of assets – turnout time is reduced
- Reduction of risks – as with SOA, simplicity & flexibility mitigate risk

e. Security

The proposed system is designed to have following security features/functionality:

- DMZ policy
- Encryption
- Authentication
- Authorization
- Digital Signature

3.8 Key Stakeholders of the project

The key stakeholders of the project are as follows:

- Citizens

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- Advocates, Deed writers, Notaries etc.
- Departmental officials and personnel, Department of Stamps and Registration
- State Government of U.P.
- External departments linked to registration activities like Revenue Board (Land records dept.), ULBs, Development authorities, Industry department, Income Tax department, etc.
- NIC – for software development and management
- UPLC – for overall management of procurement processes for the Department.

Section 4 – Scope of work for System Integrator under this project

4 Project Scope

GoUP has decided to implement e-Governance across all offices under the IGRS, U.P. This project thus aims to cover 334 Sub-Registrar offices, 75 District Registrar Offices, 92 AIG offices, 23 DIG offices, 4 Additional IG offices and 3 IG offices (Head office at Allahabad, Camp office at Lucknow and IG office at Ghaziabad).

The project aims to automate the current workflow in the Registration offices with the usage of application software and providing dedicated backup connectivity minimum @ 02 MBPS in category A SROs and @ minimum 512 KBPS in category B & C SROs. It is envisaged to eliminate the existing manual processes in the entire state in order to provide enhanced citizen services.

The entire scope of work can be divided in following components:

1. Site preparation at all the 334 SROs.
2. Supply, installation and commissioning of Hardware and System Software at all SROs, other offices and Data centre.
3. Creation of Centralized Helpdesk for monitoring of issues during installation and commissioning of hardware at sites and to monitor day to day issues during execution (O&M) of project.
4. Integrate the Primary network on UP SWAN by connecting last mile from UP SWAN to respective registration offices as primary connectivity;
5. Establish L3 MPLS VPN connectivity at Data Centre and all IGRS offices across the state of Uttar Pradesh as secondary connectivity;
6. Operations and maintenance of the system for duration of 5 years after the “Go-Live” of project.

The detailed scope of work for the selected bidder (herein after called as “System Integrator or SI”) has been mentioned in the Sections below.

4.1 Site Preparation at SROs

The SI is expected to prepare the client sites for setting up the necessary client site infrastructure. Site preparation at SROs will include but shall not be limited to:

- a. Necessary earthing for infrastructure deployed at SROs and at Camp office.
- b. Structured LAN connectivity for all the infrastructure equipment deployed at the SROs.
- c. Structured Electrical cabling for UPS and Generator with necessary switching devices.
- d. Structured Electrical cabling with adequate rating Power sockets and switches for equipment deployed at SROs including UPS, Desktops, printers etc.
- e. Facilitate during shifting of SROs from one location to another. The likely office shifting shall be approximately 5% of the total offices for 5 years.
- f. The bidders are advised to visit few sample sites to assess the actual requirements for site preparation including laying of LAN or electrical cabling.

In addition to the above, other activities as needed shall be carried out by SI to ensure successful site preparation followed by installation and commissioning of requisite hardware at every location. Site Preparation shall cover all the activities necessary to enable the SROs to setup the client side infrastructure and operate the registration application successfully. The space and connection from main power supply will be arranged by the Department.

4.2 Supply, installation and commissioning of hardware and system software at IGRS offices and Data centre

The SI will be required to procure the adequate infrastructure (IT hardware, system software etc.) in order to deliver services as indicated in the scope of work. The minimum hardware required at various locations along with minimum specifications for hardware have been provided in the Section 10.3 and 10.4.

The SI will be required to undertake following activities during the project:

- i. **IGRS offices** – The SI will have to procure the hardware as per the requirements of the project and deploy at IGRS offices (SRO offices, AIG offices, DIG offices, Add. IG offices, camp office, head office etc.). The minimum hardware requirements and minimum technical specifications have been specified in the Section 10.3 and 10.4, but UPLC will have the right to reduce or increase the quantity of the hardware required depending on the actual needs identified during deployment of solution. In such cases the UPLC will pay the SI accordingly as per the unit rates quoted by the SI in his financial proposal.

- ii. **Data centre** – The SI will be required to deploy the necessary hardware and system software as mentioned in section 10.4 and 10.5 at the Data Centre to run the software application for the project (with the help from NIC). The data centre for this project will be co-located at SDC, UP. The facilities that will be provided by the SDC are as follows:

- Adequate space, cooling and power (with back up)
- Shared hardware and Software applications like router, backup server, tape library, backup software, EMS server, Core switches, etc.

The SI will be responsible to undertake following activities at the Data centre:

- Install and commission the necessary hardware and system software as per the requirements of the project
- Coordinate with Data centre operator (DCO) to utilize the shared services and infrastructure
- Coordinate with NIC for deployment of software application at the data centre

- iii. The hardware to be used / or supplied by the SI shall:
 - a. Meet the minimum requirements & specifications as specified in the Section 10.3 to 10.5;
 - b. Be capable of delivering high performance during the period of the project to meet the defined SLAs and hence the infrastructure proposed by SI shall not be end of life. A team

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of technical experts established by UPLC may carry out the inspection of the hardware to ensure compliance of the requirements mentioned;

- c. Be new and supported with documentary proof; and
 - d. Be ready and functional before commencing any kind of services.
- iv. **Networking:** The SI will be required to provide network switches at all the SROs to build and maintain a local area network (LAN) with structured cabling for connecting all nodes (Server, PCs, printers etc.) at each location using CAT-6 (with capability to support 1Gbps Ethernet operations). SI will be responsible to create the structured LAN for existing as well as new hardware.
- v. **System software:** The paper licenses of all software, to be deployed as part of the project would be in the name of “**Inspector General Registration and Commissioner, Stamps, Uttar Pradesh**” and the original copy of the same shall be deposited by the SI at the IG’s office at Lucknow after signing of the contract and before the installation of the software.

4.3 Connectivity

- a. The System Integrator has to integrate the Primary network on UP SWAN by connecting last mile from UP SWAN to respective registration offices of Uttar Pradesh;
- b. To provide L3 MPLS VPN connectivity at Data Center and all IGRS offices & locations across the state of Uttar Pradesh as per the following minimum specifications:

This service includes:

- a) Design and engineer MPLS connectivity for IGRS.
- b) The bidder is also required to provide all necessary hardware (CPE) for suitable connectivity as well as their installation and commissioning at the respective pops/branches.
- c) The service provider shall ensure “AUTO FAIL OVER” between Primary and Secondary connectivity. The service provider of secondary connectivity will provide a suitable Router for termination of Primary connectivity and Secondary connectivity over same Router. The System Integrator will ensure that in case there is failure in Primary connectivity the router should automatically switch to secondary connectivity so that the continuity in the work of the department does not hamper.
- d) The service provider should deliver and integrate their last mile into the communication equipment already available/to be provided at these sites. Last mile hand-off should be delivered on V.35/Ethernet or any other type of interfaces. The service provider must be an integrated service provider capable of providing fibre/copper and other wireless media choices preferably, RF as last mile. If last mile is not feasible on RF only then other wireless media may be explored.
- e) The data centre is to be connected on a minimum 50 Mbps Layer 3 MPLS cloud preferably on Fibre. The bidder is required to quote for 50 Mbps Layer 3 MPLS cloud and dedicated

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bandwidth of 02 MBPS at category 'A' SRO offices and 512 KBPS at 'B' and 'C' category SRO offices.

- f) The locations for primary & secondary connectivity has been specified in section 11.11.2 of the RFP.
- g) The service provider is expected to provide the MPLS VPN connectivity in the offices/Branches proposed to be opened in future also during the contract period at the same commercials subject to feasibility.
- h) The period of service will be for 5 years with annual review and renewal. The bidder is required to offer the rates on per annum basis. The Bidder to provide multiple CoS for real time traffic / non real time traffic /business traffic.
- i) The Bidder [Service Provider] to upgrade bandwidth from the initial contracted value to higher/lower value based on operational requirements.
- j) Client expects the bidder to develop a detailed project plan for supply, installation and commissioning of the MPLS links for the IGRS Data Centre, DR-site and the branches/offices identified by the Department on leased basis as mode of connectivity to connect State Data Centre.
- k) The bidder is advised to carry out a complete site survey before the submission of the bid to ensure that the connectivity designed is as per the requirement of the RFP.
- l) The bidder is also required to provide managed services for UP SWAN for Hub and all IGRS office locations.
- m) The bidder would ensure that the connectivity provisioning does not violate regulations as laid by Govt. of India/TRAI in respect of such links /networks.

The system shall be subjected to inspection at various stages. The successful bidder shall follow all Safety Regulations and practices.

4.3.1. Eligibility Criteria for Connectivity Service provider

Proposals not complying with the minimum eligibility criteria are liable to be rejected and will not be considered for evaluation of technical bid. The proposal should adhere to the following minimum eligibility criteria, for connectivity service provider (hereinafter referred as Service Provider)

- 4.3.1.1 The Service Provider should be a registered company. Copy of registration certificate to be enclosed.
- 4.3.1.2 The Service Provider should be in business for at least five years as on the date of this tender.
- 4.3.1.3 The Service Provider should be a National Long Distance Service Provider or IP VPN service provider / Basic Service operator having own MPLS VPN network under license from Government of India. (Copy of license to be enclosed)

- 4.3.1.4 The Service Provider should be able to provide MPLS VPN connectivity at all locations/offices.
- 4.3.1.5 The Service Provider must have experience in providing network connectivity to large National / international institutions spread across multiple states/regions in India.
- 4.3.1.6 The preferred Service Provider will be the one having at least own wireless last mile (RF).The Service Provider should be capable of providing own wired and wireless last mile.
- 4.3.1.7 The Service Provider should have provided complete managed IP MPLS VPN services to at least one or two customers having more than or equal to 500 locations (Pan India). Details of customers and project to be provided.
- 4.3.1.8 Bidder must preferably be having its own service support centre setup in Lucknow with skilled resources from where this project can be managed and monitored.

4.3.2. Customer support for connectivity

The bidders shall be required to provide customer support system for 24x7x365 so as to address the complaints/provide any assistance as well as to provide the reports on daily, weekly, monthly and yearly on the availability of the circuits. The said support system shall be responsible for:-

- post implementation services
- management of service level commitments
- Connectivity monitoring, management and reporting
- A dedicated help desk

The bidder is also required to provide escalation matrix and shall depute a designated service project manager for this project who shall be acting as a nodal officer and shall be stationed at a central location preferably at Lucknow.

4.3.3. Service Level Agreement (SLA) for connectivity:

- Data center: 99.5%
- All IGRS Offices/Locations: 98%

4.3.4. Warranty support:

The selected SI will be required to maintain the on-site warranty for all the hardware deployed under this project for a period of 5 years from the date of commissioning of hardware.

4.3.5. AMC (extended warranty) support after 5 years of Warranty

After the completion of 5 years of Warranty support, the UPLC may take the decision for extension of further AMC / warranty from SI as per the AMC rates provided by the bidder as a part of bid (optional item).

UPLC may also consider additional AMC support for the remaining 20 SROs (not covered under this project) from SI at the same rates mentioned as part of bid (optional item).

4.3.6. Hardware Insurance: The SI shall be required to take the insurance of the entire hardware infrastructure deployed for the entire duration of the contract against vandalism, theft, fire, and lightening.

4.3.7. Additional Hardware requirements: The SI would be required to augment the hardware deployed or bring in new hardware as and when required in order to satisfy the service levels detailed in this RFP.

Moreover, the SI would also be required to deploy additional hardware as per the requirements of the UPLC in case of opening of new offices or deploying additional hardware at existing offices. In all such cases, UPLC will pay the SI for the additional hardware based on the basis of the unit rates proposed by the SI in the bids submitted w.r.t. this RFP. Approximate number of new SRO offices that can be opened by the Department or shifted from one place to another is 5% of total offices.

4.3.8. The SI shall ensure conformance to the overall Architecture of the Solution as described in the Section 3.6. The SI, if required, may suggest changes in the Architecture as per the needs of the actual solution.

4.4 Deployment of required manpower

The SI will be required to provide well-trained and qualified manpower to cater to various operational and technical requirements of the project like, network monitoring, system administration, first line maintenance, handholding and technical support. The minimum manpower requirements at various locations are as mentioned below.

Location	Camp office, Lucknow	IG office – Allahabad & Ghaziabad	Districts	SRO offices	Responsibilities
No. of offices / locations	1	2	75	334	
Manpower Requirements					
Project Manager	1	-	-	-	Project Manager will be the Single Point of Contact (SPOC) from SI for any communications with the Department/UPLC. He / She should be based out of Lucknow and will coordinate with all the stakeholders and shall be responsible to

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Location	Camp office, Lucknow	IG office – Allahabad & Ghaziabad	Districts	SRO offices	Responsibilities
					implement the project successfully.
Database Administrator	1	-	-	-	The Database Administrator will be responsible for database administration activities – deployment of database, performance monitoring, issue monitoring, escalating issues to NIC for resolution & monitoring the same, data modelling, generating necessary reports as per requirements of department.
System Administrator	1	-	-	-	System administrator shall be responsible for Performing system audit, backups, updates & configurations, managing user accounts, system security, performance tuning and Quality assurance.
Network Administrator	1	-	-	-	Network administration, performance tuning, monitoring any issues in network, escalating issues to appropriate level, coordination with BSNL for resolution of issues.

- The minimum qualifications and expected responsibility of each category of staff member has been mentioned in the Section 10.5.
- All the manpower to be fully conversant with working in Hindi, as all the communications and various reports shall have to be in Hindi.

- All the SI personnel should sign confidentiality agreement. SI will be required to perform exhaustive background check of all the personnel involved in this project. Background check would include availability of satisfactory character references, check (for completeness and accuracy) of the applicant's information & curriculum vitae, confirmation of claimed academic and professional qualifications, independent identity checks (passport or similar document). Any direct or indirect losses to the department because of SI's personnel fault will have to be borne by the SI.
- Department and UPLC each will also appoint a Nodal Officer for this project, who would administer the day to day project activities like, but not limited to:
 - Monitor the day to day activities of the SI
 - Monitor the performance of the manpower of the staff deployed by the SI and taking actions on any complaints received from officials of IGRS regarding their performance
 - Monitor the quality of the work performed by the SI and the service levels
 - Coordinate with the department for any issues and managing all communications.

4.5 Centralized Help Desk

The selected SI will be required to set up a Central Helpdesk, through an outsourced third party agency, in order to provide the internal users of its system a one-stop solution for resolution of all their IT and business process related queries / grievances. An indicative list of activities that the selected System Integrator would be required to perform for setting up and operationalization of the Helpdesk are detailed below.

All internal users of the system should be able to log a request in the system using any of the following channels:

- Email
- Telephonic call on the Toll-free Helpline
- Online chat on the departmental web-portal
- Through "Complaints section" on intranet for departmental users

The selected System Integrator is required to provide Helpdesk services on a 24 x 7 x 365 basis. The operators would have to perform various activities including:

- a. Understanding the query/issue in the reported request. Query could be related to the following:
 - i. Hardware including issues related to desktop/laptop, printer/multi-function device, local server, routers/switches, scanner etc.
 - ii. Application including login and password issues, accessing a particular module, navigation assistance, report generation assistance, etc.
 - iii. Network including internet/intranet connectivity
 - iv. Others including issues with Digital Certificates

- b. Providing information/ clarification on the spot in case of an informational query or providing necessary troubleshooting assistance in case of a logged issue.
- c. Forwarding the query to concerned departmental personnel in case the selected System Integrator's personnel does not have sufficient knowledge to answer the information sought and the query pertains to departmental procedures / policies. The answers to such queries should also be recorded in the knowledge base for future reference.
- d. In case of technical issues for which a resolution is not possible instantly, the operator will submit the request into the system for escalation and further action by the System Integrator's team.
- e. In case of issues related to Software (like a module is not functional or working fine, etc.) where SI is unable to provide the support, the issue shall be escalated to NIC immediately.
- f. The selected System Integrator is required to provide the Helpdesk services over a Toll-free number. At least 3 lines should be available 24 x 7 for the Helpdesk services.
- g. Any one-time charges such as those for procurement, development, registration, commissioning, etc. of the Toll-free lines and any fixed recurring charges such as monthly rentals etc. will be borne by the selected System Integrator for the period of Contract.
- h. The phone lines would have to be procured in the name of the Department.

4.5.1 Helpdesk Capacity

The selected System Integrator is required to provide a minimum 3 seater Helpdesk with 3 phone lines during all hours. The helpdesk should be manned by 3 operators for providing necessary support. However, if the selected System Integrator believes that in order to meet the SLAs, additional capacity is required, the same may be provided by the selected System Integrator with no additional charges from the department.

4.6 Operations and Maintenance (O&M) services

The SI shall provide operational support and maintenance services for a period of 05 years from the 'Go-Live' for overall system stabilization, solution maintenance, system administration, security administration, database administration, network administration, end-user problem resolution, and all related activities required for successful execution of project. The operational support shall ensure that the solution is functioning as intended and attending to all the problems associated in operation of the deployed system.

The SI is expected to operate and maintain all the IGRS offices (or additional offices created by the department during the contract period) to provide services as per the scope of work and meeting the SLAs mentioned in this RFP for the duration of the contract.

The working hours & days of various offices are 10 am to 5 pm from Monday to Saturday, while in case of any change in the working hours / days the SI will be required to comply with the same.

Various activities to be undertaken by the SI during the O&M Phase will include, but not limited to, follows:

4.6.1 Service Requirements

Service requirements from SI during the O&M phase will include, but not limited to, following:

- Support in response to problem reports will require support staff to visit the installation site with necessary diagnostic tools and determine the fault, after understanding the problem. The support staff will diagnose the faulty modules/ sub-assemblies, etc. If the problem is of intermittent nature, the Support staff will try to simulate the problem in all possible operating situations.
- SI shall maintain adequate spares to meet the SLA requirements as defined in this RFP. The SI shall plan for preventive maintenance strategies to ensure the high availability of hardware and system software.

4.6.2 Network Administration

Network Administration and Management shall include all the but not limited to the following:

- Support for administering User IDs and passwords
- SI shall maintain the LAN environment and network connectivity to ensure high service availability.
- Maintaining a help-desk to cater to the needs of the staff related to network requirements
- Attending network failures and snags and making the network available to ensure high availability of project
- Network analysis and performance tuning
- Continuous monitoring and management of the network during working as well as non-working hours
- Escalating the issues related to UP-SWAN to NIC (or respective agency)

4.6.3 Facility Management Services

The activities related to Facility Management that are to be discharged by the SI will include, but shall not be limited to, following:

- Installation, up-gradation and maintenance of system software like Operating System of desktops & servers, database, etc.,
- System Administration tasks and provisioning of helpdesk services,
- Deployment of latest anti-virus definitions & toolkits and guarding the systems against virus infections at the selected desktops,
- Installation and re-loading of application software at Data centre or at remote locations.
- Rectification of system software problems due to crashing or malfunctioning of the OS, RDBMS or front end within the time limits prescribed.

- Installation of upgrades, patches of system software namely, OS, RDBMS and Anti-Virus without any extra cost.
- Guarding the systems against virus infections using the latest anti-virus tools.
- Security management including monitoring security and intrusions into the system to maintain the service levels as per defined SLAs.
- Monitor and track server performance and take corrective actions to optimize the performance on a weekly basis.
- Support to system users with respect to attending to their requests for assistance in usage and management of the application.
- Whenever a component has to be replaced because of technical, functional, manufacturing or any other problem, it shall be replaced with a component of the same or higher make and configuration.

4.6.4 High availability of application services

It is an ability to withstand failure or individual components. The proposed architecture addresses these requirements through the use of clustering, load balancing and redundancy. Cluster environment should be built for critical applications with fail-over and fail back features. The Application Server should be kept lighter than the Database Server. Web Server should be much lighter than the Application Server. Redundancy and Load balancing features should be built in Application Server, Web Server and Database Server to achieve the High Availability.

In case of failure of the network connectivity, the application should be able to use the local infrastructure available at the SROs to store & render the required services. When connectivity is restored, the offline transactions should then be pushed to SDC and the system shall work in On-line mode.

4.6.5 Interoperability requirements

The entire system/subsystem should be interoperable, in order to support information flow and integration. Operating systems, database and storage technologies from several vendors must interact well with each other. These systems should support the open architecture solutions such as XML, LDAP, SOAP, etc. where information/data can be ported to any system, whenever desired.

4.6.6 O&M for Software Application

The SI shall work closely with the Software Development Agency (NIC) to resolve any issues arising because of Application Software developed by NIC.

4.6.6.1 Installation & maintenance of application and database

- a. Software application developed by NIC for the project will be deployed by System Integrator in guidance of NIC at Data centre and other locations, as required.

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- b. State NIC will provide 5 days training to the master trainers of the SI for software installation and management. The SI is required to manage the day to day operations under NIC guidance. The NIC will be solely responsible for any changes, up-dation or upkeep of the Application software.
- c. The SI will be required to install, run and maintain the software application as per the requirements of the project at Data centre and client locations under the guidelines of NIC.
- d. Any issues w.r.t. to application software shall be communicated to the Centralized Helpdesk which in turn shall be communicated to NIC for resolution. As resolution of Application software issues shall be sole responsibility of NIC, Helpdesk will be responsible for maintaining the tracker of such issues for any reference of the UPLC / Department or their Third Party Auditor.
- e. The SI will also provide immediate support for database recovery and data synchronization, performance tuning, undertake regular & proactive database management activities etc.
- f. Generate necessary MIS reports as per the requirements of the department/UPLC to monitor the performance of the system.
- g. The SI shall provide a monthly report of all updates and upgrades to the UPLC/Department.

4.6.6.2 Migration of database to any other database

During the currency of the contract period, in case the Department decides migrating the application and database to a new database, including Open source database, then the selected SI will be required to facilitate NIC for any activity related to Application software, however for application S/w prime responsibility will be of NIC and rest of the related activity to undertake the migration of the data from existing database to the new one successfully ensuring that the services of the department are not affected by the migration of data shall be SI's responsibility.

4.6.8.2 Upgradation & Version Control

The SI will need to ensure that the upgrades/patches released by NIC for the application are installed at Data Centre within 24hours after release by NIC. NIC will be solely responsible to keep the version control of the software application.

Typically, there would be three kinds of upgrades that are possible for the registration application. The frequency for any of these upgrades cannot be ascertained beforehand.

- a. The upgrades as a result of changes in the Registration Act or Rules & Regulations or Policies by Govt. of India, or by State Government.
- b. The bugs in the existing software that are noticed by the user group and these bugs are fixed by the State NIC unit as and when the request is made to NIC.

- c. Bringing process efficiency with the innovative use of technology. In this case, the user group would work closely with NIC and upgrades would be released as and when these are developed.

4.7 Security & Performance Audit

SI shall ensure Vulnerability assessment done by any CERT-IN empanelled agency designated by the Registration Department. All Non-conformance & vulnerability aspects need to be immediately mitigated & closed before planning Go-live. In case of any default there would be penalties levied as per SLAs.

4.7.1 Periodic Vulnerability Testing & conformance

Whenever any changes are done in the overall architecture of the solution or in the application software by installation of updates / patches provided by NIC, then NIC shall conduct the vulnerability assessment done through the necessary tools procured by NIC to ensure that any vulnerability has not been introduced in the system because of aforementioned changes. The NIC will also be required to undertake the vulnerability test every Six Months to ensure that no new vulnerability has been introduced in the system. The report for every test shall be submitted to the Department for their reference. All Non-conformance & vulnerability aspects need to be immediately mitigated & closed within 1 week. In case of any defaults on part of SI would cause for imposition of penalties as per SLAs.

4.7.2 Supply of Consumables

SI will be required to make following consumables available from time to time to ensure smooth operations. The SI shall maintain an inventory adequate for one month's operation at each SRO.

- Consumables for scanner
- UPS Batteries

Any other consumables like Cartridges for laser printers, stationery articles, diesel for generators etc. shall be managed by the respective SRO.

4.8 Pilot Implementation

The application software shall primarily be rolled out on pilot basis in the SROs of a Districts as decided by the department. The centralized helpdesk shall also be ready by this time. The pilot will also include provisioning of hardware at the higher offices of the same district.

The activities to be completed for acceptance of Pilot are:

1. Acceptance on installation and commissioning of hardware and system software by concerned officials of Department and UPLC.
2. Acceptance on successful installation of Software application at SDC and SROs within the Pilot districts.

3. Running of system for a period of stabilisation period of 15 days during which period the system should be able to meet the operational SLA requirements mentioned in this RFP.

On compliance to the same the system is deemed to be stable and fit for State-Wide Roll-Out.

4.9 State-wide Roll-Out of solution

Once the system has been rolled out in the pilot districts, the SI will notify the Department so that the State-wide rollout of the system can be planned. The rollout will be done Mandal wise as per the timelines mentioned in Section 5.1. A sign-off on the Go-Live will be provided by the UPLC / Department after acceptance. The activities to be completed for acceptance of Go-Live are:

1. Acceptance on installation and commissioning of hardware and system software by concerned officials of Department and UPLC.
2. Acceptance on successful installation of Software application at all SROs.
3. Running of system for a period of stabilisation period of 15 days during which period the system should be able to meet the operational SLA requirements mentioned in this RFP.

On compliance to the same the Go-Live of the solution will be accepted.

4.9.1 Adherence to SLAs

The SI will be solely responsible for arranging all the tools/ software applications required for monitoring of the service levels of the system.

4.10 Responsibility matrix for different stakeholders

The roles of the stakeholders shall change over a period of time as the project will evolve from design to implementation and enter the operations phase. With this background, illustrative stakeholders' responsibilities are as given below:

4.10.1 System Integrator

- i. Preparation & finalization of Detailed Project Plan in consultation with Department, UPLC, NIC, and Project Consultants for undertaking activities for project like site preparation, hardware & system software deployment, etc.
- ii. Supply, install and commission servers, OS and database, desktops, laptops, printer, UPS, Generator, networking equipment etc.
- iii. Deployment of requisite manpower to provide services as per the requirements of the Department.
- iv. Providing primary and secondary Connectivity;
- v. Providing general facility/infrastructural/environmental support systems at the sites.
- vi. Deployment of Centralized helpdesk.

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- vii. Providing operations and maintenance support for Hardware, system software, network etc. as per the requirements of project.
- viii. Managing deployment of Software application at data centre and client locations as per the requirements of the department under the guidance of NIC.
- ix. Coordinate with State NIC for software application deployment and connectivity with UP-SWAN / NICNET and resolution of any issues with respect to application or connectivity related issues with UP-SWAN / NICNET.
- x. FMS services as required under this RFP.
- xi. The beneficiary of all licenses / insurance cover would be the Department of Registration, Govt. of UP.
- xii. Ensure uploading of data to data centre and timely backup of data.
- xiii. Management and quality control of all services and infrastructure.
- xiv. Ensuring all SLAs are met by the SI.
- xv. Any other activities as required for successful implementation of project and under the purview of this RFP.

4.10.2 Department of Stamps and Registration, UP

Department of Stamps and Registration through its IGRS office will:

- i. Provide adequate premises with basic facilities at all the departmental locations to install the required hardware. The department would hand over the site within 15 days of the signing of the contract.
- ii. Co-ordination with NIC for handing over the software application to the SI, training of SI, and in timely bug resolution & release of upgrades / patches.
- iii. Provide detailed guidelines / manuals for all interactions between Department and SI at any location.
- iv. Co-ordinate with DIT / NIC / SI for providing Primary and Secondary connectivity to the Departmental offices.
- v. Coordinating with DIT / UPDESCO for providing access to State Data centre for deployment of necessary infrastructure at SDC.
- vi. Ensuring remote access is provided to SI for monitoring the data centre infrastructure from Camp office, Lucknow.
- vii. Deployment of Nodal office and other support staff to assist SI in day to day activities of the project.
- viii. Monitoring the adherence of the SLAs either through a third party / consultants / department.
- ix. Any other requirements that could arise during operations of the field offices for effective governance and to meet any administrative requirements

4.10.3 UP State National Informatics Centre (NIC) Unit

- i. Providing Software applications to the SI after due testing and acceptance by the Department / project consultants.
- ii. Providing training to the master trainers of the SI on software deployment and management.
- iii. Resolution of issues in the software application as and when highlighted by the SI / Department in timely manner.
- iv. Assist SI in deployment of patches / upgrades of the application.
- v. Providing proper documentation along with software application and each patch/upgrade provided for the application.
- vi. Any other support required for successful rollout and management of project.
- vii. Connectivity to NICNET wherever required.

4.10.4 Department of Information Technology, UP

4.10.4.1 UP – SWAN Operator

- i. Ensuring connectivity is provided through UP-SWAN to all the POPs nearest to SRO offices of the department.
- ii. Ensuring good uptime of SWAN and resolution of issues on priority.

4.10.4.2 UP-SDC Operator (DCO)

- i. Providing facility for co-locating the hosting data centre at State Data Centre (SDC) of the State including Power with backup, Router, EMS and other shared services as per the requirements of the IGRS project.
- ii. Ensuring that Data Centre Operator (DCO) provides required support to the SI for execution of activities at the SDC like regular backup, resolution of issues on priority etc.
- iii. Providing access to physical infrastructure as and when required by SI. SI will in turn intimate the DCO in advance about the visit to SDC along with details of persons that will be visiting SDC.

4.10.5 UPLC

- i. Assistance in procurement and contract signing with SI.
- ii. Monitoring the work of SI as per the contract / RFP for the quality of material, timelines and SLAs.
- iii. Assistance in acceptance of hardware and system software before installation and commissioning of the project.
- iv. Timely payments to SI on achievement of milestone and submission of requisite documentation.
- v. Assistance in resolution of any issues arising on the RFP / contract agreement.

Section 5 – Implementation Schedule and Service Level Agreement

5 Implementation Schedule and Service Level Agreement (SLAs)

5.1 Implementation Timelines

The detailed timelines for the implementation of the project are as follows:

S. No.	Activity	Timelines	Responsibility
1.	Signing of contract with SI	T	SI, Dept., UPLC
2.	Submission of work plan and detailed hardware, Networking & manpower deployment plan for project	T + 10 days	SI
3.	Finalization of work plan and detailed hardware deployment & Primary and Secondary connectivity plan with department	T + 15 days	Dept., UPLC
4.	Placement of Purchase orders for hardware and submission of a copy of same to UPLC / Dept.	T + 30 days	SI
5.	Establishing the Centralized helpdesk	T+ 60 days	SI
Timelines for Hardware commissioning, site preparation etc.			
6.	Completion of Pre-dispatch inspection by UPLC / Dept. or Third party appointed by them for all hardware to be deployed for project	T+ 60 days	UPLC
7.	Installation and commissioning of hardware, networking and system software at Lucknow, Agra, Kanpur, Allahabad & Meerut Mandals of the IGRS offices, data centre, including necessary site preparation and manpower deployment	T+ 90 days	SI
8.	Installation and commissioning of hardware, networking and system software at Moradabad, Faizabad, Bareilly, Aligarh & Saharanpur Mandals of the IGRS offices, including necessary site preparation and manpower deployment	T+ 105 days	SI
9.	Installation and commissioning of hardware, networking and system software at remaining 8 Mandals of the IGRS offices including necessary site preparation and manpower deployment	T+ 150 days	SI
Timelines after receipt of Software Application			
10.	Receipt of Software from NIC State unit using SI as a facilitator and training for master trainers of SI by NIC	T'	NIC, Dept., UPLC
11.	Deployment of software application at data centre	T' + 7 days	SI

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S. No.	Activity	Timelines	Responsibility
12.	Pilot roll out of Centralized Software application at the SROs in the selected district	T' + 15 days	NIC, SI
13.	Stabilization period for pilot roll-out	15 days	NIC, SI
14.	Acceptance of Pilot solution for further roll-out	T'+30 days	Dept., UPLC
15.	Roll out of solution across IGRS offices in the Mandals of Lucknow, Agra, Kanpur, Allahabad & Meerut Mandals (other than districts covered in Pilot)	T'+ 45 days	NIC, SI
16.	Roll out of solution across IGRS offices in the Mandals of Moradabad, Faizabad, Bareilly, Aligarh & Saharanpur	T'+60 days	NIC, SI
17.	Roll out of solution across IGRS offices in the remaining 8 Mandals	T'+90 days	NIC,SI
18.	Acceptance of Go-Live of Application Software	T'+105 days	Dept., UPLC
19.	Operations and maintenance of Application Software solution	5 years from Go-Live	NIC, SI

Note: T' = date when software is handed over to the SI from Department/NIC State unit for the project, while T = date of contract signing with SI. Now, T' will be considered as follows:

- T' = date when software is handed over to the SI, in case software is handed over after $T + 75$ days.
- $T' = T + 75$ days, in case Software application for IGRS (to be developed by NIC) is available before $T + 75$ days.

5.2 Service levels and associated penalties

The service levels have been categorized as follows:

- i. For Pilot & State Wide roll out
- ii. For Operations and maintenance

5.2.1 Service levels for planning and pre-dispatch inspection of hardware

Successful planning and initiation of the project is one of the key activities to build trust among the stakeholders and to ensure that project can be completed in time.

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S. No.	Service metric parameter	Measurement basis	Target	Penalty
1.	Finalization of detailed work plan including hardware, Primary and Secondary Connectivity & manpower deployment plan	Time from date of contract signing till finalization of work plan including incorporating inputs of dept.	Within 15 days from contract signing	Rs. 5,000/- per day of delay beyond 15 days from date of contract signing on incremental basis to a max. of Rs. 50,000/- beyond which it will be considered breach of contract.
2.	Completion of Pre-dispatch inspection for all hardware & system software components	Timelines from contract signing	By the end of 60 days from date of contract signing	Rs. 10,000/- per day of delay beyond 60 days from date of contract signing on incremental basis to a max. of Rs. 1,00,000/- beyond which it will be considered breach of contract.
3.	Discrepancies found during pre-dispatch inspection	Deviations (on lesser side as compared to specifications mentioned in RFP) in the specifications or any faults in the infrastructure	No deviations or faults in quantities or specifications	Rs. 50,000/- per deviations or fault in the infrastructure found during pre-inspection to a max. of Rs. 10,00,000/- along with replacement of any such infrastructure without any additional cost to Dept. Deviations or faults beyond maximum penalty would be considered as breach to contract.
4.	Establishing the centralized helpdesk at Camp office, Lucknow	Sign off from Nodal officer on successful establishment of helpdesk	By the end of 60 days from the date of signing of contract	Penalty of Rs. 50,000/- per week after 60 days from contract signing till max. of completion of 90 days from date of

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				contract signing after which it will be breach of contract
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Note: Any delays on part of Department / UPLC / Third Party appointed by Dept. or UPLC will not be accounted for SI, but SI will be required to provide necessary support to Department / UPLC / Third Party for conducting their work.

5.2.2 Service levels for Hardware Commissioning, Site preparation, Networking etc.

The following service levels will apply to the milestones which are to be achieved during the implementation phase of the Project. The timelines for achievement of commission of hardware, networking, site preparation etc. are mentioned in Section 5.1 of this RFP. Timelines considered for levying penalties would be changed based on the proposal submitted by the bidder, if the overall proposed timeline is lesser than the timelines mentioned in the table below.

S. No.	Service metric parameter	Measurement basis	Target	Penalty
1.	Installation and commissioning of hardware, networking and system software at Lucknow, Agra, Kanpur, Allahabad & Meerut Mandals of the IGRS offices, data centre, including necessary site preparation and manpower deployment	Submission of successful commissioning report signed by the respective SRO at IGRS camp office	By the end of 90 days from the date of signing of contract	Penalty of Rs. 50,000/- per week per office or location, which remains incomplete after 90 days from date of contract signing till max. of completion of 105 days from date of contract signing after which it will be breach of contract
2.	Installation and commissioning of hardware, networking and system software at Moradabad, Faizabad, Bareilly, Aligarh & Saharanpur Mandals of the IGRS offices, including necessary site preparation and manpower deployment	Submission of successful commissioning report signed by the respective SRO at IGRS camp office	By the end of 105 days from the date of signing of contract	Penalty of Rs. 50,000/- per week per office or location, which remains incomplete / unmanned after 105 days from date of contract signing till max. of completion of 150 days from date of contract signing after which it will be breach of contract

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S. No.	Service metric parameter	Measurement basis	Target	Penalty
3.	Installation and commissioning of hardware, networking and system software at remaining 8 Mandals of the IGRS offices including necessary site preparation and manpower deployment	Submission of successful commissioning report signed by the respective SRO at IGRS camp office	By the end of 150 days from the date of signing of contract	Penalty of Rs. 50,000/- per week per office or location, which remains incomplete after 150 days from date of contract signing till max. of completion of 180 days from date of contract signing after which it will be breach of contract

5.2.3 Service Levels – Operations & Maintenance

Effective O&M is essential for the successful delivery of services of the department. The SLAs for O&M phase are as follows:

S. No.	Service metric parameter	Measurement basis	Target	Penalty
1.	Availability of manpower at the designated locations	Attendance of manpower at designated offices	Informed leaves for 1 days per month (other than holidays of office)	Rs. 1,000/- per person per day for any uninformed leaves / informed leaves for more than 1 day
2.	Changes in the Core team (i.e. Project Manager, DBA, System Admin or Network Admin)	Replacements of the personnel deployed at the start of project	Replacement of Core team members shall happen with the permission of UPLC / IGRS in case and is limited to 2 replacements over the period of project	Uninformed replacements of Core team members or no overlap between exiting & incoming personnel – Rs. 1,00,000/- per replacement.
3.	Repair / replacement of any faulty component	Time taken in repairing or	Critical issue – If 2 or more faults at same	Rs. 1,00,000/- per day per location for delays

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S. No.	Service metric parameter	Measurement basis	Target	Penalty
	or equipment or system software	replacement	office – within 24 hrs. of faults reporting	beyond 24 hrs. of faults reporting subject to a max. Rs. 5,00,000/-
			Non-critical issue – If 1 fault at an office – within 48 hrs. of fault reporting	Rs. 25,000/- per day per location for delays beyond 48 hrs. of fault reporting subject to a max. of Rs. 1,25,000/-
			Total no. of issues from a district in a month <=10	Rs. 5,00,000/- extra penalty per district over and above the overall penalty
4.	Repair / replacement of any faulty component or equipment or system software at data centre	Time taken in repairing or replacement	Any issue at the data centre shall be resolved within 4 hrs. of reporting of fault	Rs. 50,000/- per hour of delay in resolution of issue subject to a max. of Rs. 5,00,000/-
5.	Regular backups of data	As per the frequency agreed upon with Dept.	As per the frequency agreed upon with Dept.	Rs. 50,000/- for every incident of default on taking backup.

Note:

- i. Any delays beyond the specified maximum period or maximum penalty for each line item may lead to termination of contract with SI.
- ii. Any delays on part of Department or UPLC or NIC will not be accounted in the timelines for SI.

5.2.4 Service Levels – Helpdesk Services

The SI is expected to provide Efficient Helpdesk services as per the requirements of the project. The SLAs for Helpdesk services are as follows:

S. No.	Service metric parameter	Measurement basis	Target	Penalty
1.	First level of resolution of	Successful resolution of	Percentage of First level resolution should	INR 10,000 per percentage point

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S. No.	Service metric parameter	Measurement basis	Target	Penalty
	problems	problems	be greater than 90%.	decrease of resolution rate below 90%.
2.	Speed to answer the call at helpdesk	Response time to answer a call	Average speed to Answer (ASA) should be less than 1 minute, on working days	INR 25,000 per month in case the ASA exceeds 60 seconds
3.	Abandoned Calls after ASA service levels	Calls abandoned by the helpdesk operators after ASA	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

Note: ASA = (Time taken to answer calls during a month) / (Total no. of calls during a month)

5.3 Limitation on total penalty to be imposed on SI

- i. The total penalty in a year shall not exceed 10% of the total contract value. Default beyond 10% of the total contract value in a year, on account of any reason whatsoever, will be considered to be an event of breach of contract and may lead to termination of contract with SI.

5.4 Limitation on total Liability of SI towards UPLC / IGRS

- a. Except in case of gross negligence or wilful misconduct on the part of the SI or on the part of any person or firm acting on behalf of the SI in carrying out the work, the SI, with respect to damage caused by the SI to IGRS's / 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 SI may be liable to receive from any insurance maintained by the SI to cover such a liability, whichever is higher.
- b. This limitation of liability shall not affect the SI's liability, if any, for damage to Third Parties caused by the SI or any person or firm/company acting on behalf of the SI while 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 SLAs shall be time barred and invalid if legal proceedings are not commenced by the relevant Party against the other Party within a period of Thirty 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 / IGRS shall be entitled to claim the remedy of specific performance under this Agreement or the SLAs.

5.5 Liquidated damages

- i. Subject to clause for Force Majeure, if the SI (i) fails to meet the milestones provided for in the Delivery Schedule as per Section 5.1 for Implementation and Operations, (ii) fails to perform the responsibilities and obligations as set out in RFP to the complete satisfaction of UPLC / IGRS, (iii) repudiates the Contract Agreement before Go-Live of project, then UPLC shall without prejudice to his other rights and remedies, reserve the right to invoke the entire Performance Guarantee (10% of the total project value) and even terminate the Agreement as Liquidated Damages (LD).
- ii. UPLC will be free to procure the remaining services from alternate sources and SI will be required to handover all the infrastructure and operations to the new SI before exit.
- iii. The SI shall in addition to other remedies available to UPLC be liable to pay Liquidated Damages of a sum of INR 10,00,000/- (Rupees Ten Lacs only) for every incident where it is found that the SI or any of its employees has carried out a transaction without any authorization or approval from respective IGRS official.
- iv. UPLC / SI 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.

Section 6 – Instruction to Bidders

6 Instruction to Bidders

6.1 Procedure for Submission of Bids

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

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

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with the DSC's of the bid openers to ensure that the e-Bid documents are protected, stored and opened by concerned bid openers only.

- h. After successful submission of e-Bid document, a page giving the summary of e-Bid submission will be displayed confirming end of e-Bid submission process. The bidder can take a printout of the bid summary using the "Print" option available in the window as an acknowledgement for future reference.
2. Technical Bids will be electronically opened at 05:00 PM on 23 May 2014 on the above address of the Corporation, and opening of financial bids of technically qualified bidders will be intimated later.
3. The Corporation may, at its discretion extend this deadline for submission of e-Bid by amending the e-Bid document, in which case all rights and obligations of the Corporation and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.
4. The server time indicated in the Bid Management window on the e-Procurement website <http://etender.up.nic.in> will be the time by which the e-Bid submission activity will be allowed till the permissible date and time scheduled in the e-tender. Once the e-Bid submission date and time is over, the bidder cannot submit his/her e-Bid. Bidder has to start the Bid Submission well in advance so that the submission process passes off smoothly. The bidder will only be held responsible if his/her e-Bid is not submitted in time due to any of his/her problems/faults, for whatsoever reason, during e-Bid submission process.
5. At any point of time, a bidder can withdraw his/her e-Bid submitted online before the bid submission end date and time. For withdrawing, the bidder should first log in using his/ her Login Id and Password and subsequently by his/her Digital Signature Certificate on the e-Procurement website <http://etender.up.nic.in>. The bidder should then select "My Bids" option in the Bid Submission menu. The page listing all the bids submitted by the bidder will be displayed. Click "View" to see the details of the e-Bid to be withdrawn. After selecting the "Bid Withdrawal" option, the bidder has to click "Yes" to the message "Do you want to withdraw this bid?" displayed in the Bid Information window for the selected bid. The bidder also has to enter the bid Withdrawing reasons and upload the letter giving the reasons for withdrawing before clicking the "Submit" button. The bidder has to confirm again by pressing "Ok" button before finally withdrawing his/her selected e-Bid.
6. The bidder has to request the Corporation with a letter, attaching the proof of withdrawal and submission of e-Bid security/EMD in the office of Corporation, to return back the e-Bid security/EMD as per the manual procedure.

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

6.2 Authentication of Bid

A letter of authorization in the name of the authorized signatory supported by a written power of attorney shall be submitted along with the Bid. All pages of the Bid, except for un-amended printed literature, shall be initialled by the authorized signatory and duly stamped.

6.3 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 initialled by the authorized person signing the Bid.

6.4 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.

6.5 Site Visit

The Bidder may visit and examine sites at a time to be agreed with UPLC 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 queries / clarifications must be submitted in writing. The costs of visiting the site(s) shall be at Bidder's own expense.

6.6 Clarification on RFP

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, Dates & Information**”. The queries must be submitted in the following format only to be considered for clarification:

Sr. No	Section No.	Clause No.	Page No.	Reference/Subject	Clarification Sought
..
..

UPLC will respond in writing, to any request for clarification to queries on the RFP, received not later than dates prescribed in “**Key Events, Dates & Information**”. Any clarifications to be issued on the RFP will be uploaded on the website of UPLC and hence bidders are advised to check the website regularly. UPLC will not be accountable for any faults on part of bidder in case the information provided in Corrigendum / Clarifications has not been incorporated by the bidder in the bid submitted to UPLC.

6.7 Language of Bids

The proposal and all correspondence and documents shall be written in English. In case of any 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 and accompanying documentation will become the property of UPLC and will not be returned.

6.8 Documents Comprising the Bids

With its proposal bidder shall submit, inter alia, the following attachments:

- a. A board resolution (in case of a group or Consortium Bid, the Prime Bidder's Board of Directors) or Power of Attorney on appropriate stamp paper, authorizing the signatory on the behalf of Bidder / Prime Bidder to sign / execute the proposal as a binding document and also to execute all relevant Agreements forming part of RFP.
- b. A notarized copy of the Consortium Agreement between the Prime Bidder and the other member of the Consortium (as per the format provided in Section 11.5 of this RFP Document), describing the respective roles and responsibilities of all the members, in meeting the overall scope and requirements of the proposed Projects.

Bidders shall furnish the required information on their Qualification, commercial strengths and other details in the enclosed formats only. Any deviations with respect to this may make the bid liable for rejection. **Bids not submitted with the Covering Letter shall be liable for rejection.**

6.9 Bid Prices

- a. The Bidder shall indicate the price in the prescribed format only, the unit rates and total Bid Prices, inclusive of five years comprehensive warranty, it proposes to provide under the Agreement. In absence of above information as requested, the Bid may be considered incomplete and be 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 exhaustive and guaranteed by UPLC/Department. The Bidder shall carry out all the tasks in accordance with the requirement of the RFP and due diligence and it shall be the responsibility of the Bidder to fully meet all the requirements of the RFP. If during the course of execution of the project any revisions to the work are to be made to meet the goals of the project, then all such changes shall be carried out within the current price, while ensuring that any such changes doesn't have any big financial impact on the bidder.

6.10 Firm Prices

- a. The Bidder shall quote a fixed price for the equipment inclusive of Five years comprehensive warranty and for services as detailed in the RFP on a single responsibility basis. However, the selected Bidder / Prime Bidder and Consortium members shall be jointly and severally held responsible for the equipment, services and O&M services provided during the period of Agreement. **UPLC / Department reserve the right to procure the services as mentioned in this RFP in whole or in part.** No adjustment of the Agreement price shall be made on account of any variations in costs of labour and materials or Dollar vs. Indian Rupee exchange rate variation 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 UPLC to the selected Bidder for completion of the contractual obligations under the Agreement, subject to the terms of payment specified in the Agreement. The price quoted by the bidder shall 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.

6.11 Bid Currencies

Prices shall be quoted in Indian Rupees (INR).

6.12 Bidder Qualification

- a. The "Bidder" as used in the RFP shall mean the one who has signed the Bid Form i.e. the Authorized Representative of the company / consortium. All certificates and documents (including any clarifications sought and any subsequent correspondences) received hereby, shall be furnished and signed by the authorized representative.
- b. It is further clarified that the individual signing the RFP or other documents in connection with the Bid must certify whether he/she signs as the Constituted Attorney of the Company / Consortium.
- c. The authorization shall be indicated by written Power of Attorney accompanying the Qualification Bid.

6.13 Bid Security (Earnest Money Deposit)

- a. Bidders shall submit, along with their Bids, Bid security or Earnest Money Deposit (EMD) of INR 1,25,00,000 (Rupees One crore & twenty Five Lacs 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 from a Scheduled Bank in favour of "U.P. Electronics Corporation Limited" valid for a period of 6 months. EMD in any other form will not be entertained. **Please refer Section 11.12 for the Bank Guarantee format for EMD.**
- b. The EMD of all unsuccessful Bidders would be refunded by UPLC within a month of award of contract to the successful bidder. The Bid security, of the successful bidder would be returned upon submission of Performance Guarantee.
- c. Bids without adequate Bid security / EMD will be summarily rejected without providing any opportunity to the concerned Bidder.

6.14 Bid Validity Period

- a. The proposals shall be valid for a period of Six (6) calendar months from the date of submission of Bids. A proposal valid for a shorter period may be rejected as non-responsive.
- b. On completion of the validity period, UPLC may request for bidders' consent for further extension of validity period of bid as well as EMD in writing. Unless the Bidder withdraws his proposal in writing, it will be deemed to be valid for the extended period.

6.15 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 client locations which would have any effect on the performance

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of the work and/or the cost. The Bidders are advised to visit the proposed Client locations (at their 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 services under this RFP 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 understand 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 after selection process is over.

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 / Department and that neither any change in the time schedule of the Agreement nor any financial adjustments arising thereof shall be permitted by UPLC / Department on account of failure of the Selected Bidder to appraise themselves of local laws and site conditions.

6.16 Withdrawal of Bids

No proposal may be withdrawn in the interval between the deadline for submission of bids and the expiration of the validity period specified in this RFP. In case the Bidder wishes to withdraw the Bid after the deadline for submission of the bids, then the bid will be returned unopened to him by UPLC on the day of opening of bids, but the EMD of the Bidder will be forfeited.

6.17 Opening of Bids

6.17.1 Opening of Qualification Bid

The Bid shall be opened, in two sessions; in the presence of bidder's representatives (only one representative from each bidder is allowed) who choose to attend the bid opening sessions on the specified date, time and address. The Bidder's representatives who are present shall sign evidencing their attendance. In the event of the specified date of Bid opening being declared a holiday for UPLC, the Bids shall be opened at the same time and location on the next working day.

The Tender Evaluation Committee [TEC] duly appointed by UPLC / Department shall see the following:

- a. The Bids are marked as required in the RFP.
- b. The Bid Document fees of INR 20,000 have been paid or a DD / Banker's Cheque as required is enclosed. If not, the Bid will not be opened.

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- c. The EMD of INR 1,25,00,000/- has been in form of DD / Banker's Cheque / Bank Guarantee has been submitted to UPLC. Bids not accompanied with the requisite EMD or whose EMD is not in order shall be summarily rejected.
- d. The Qualification and Commercial Bids are enclosed and marked as given in the RFP.

6.17.2 Evaluation of Qualification Bid

- a. The Qualification Bids of only those Bidders, whose EMD is in order shall be opened.
- b. Bidders need to fulfil all the Qualification conditions mentioned in Qualification Criteria of the RFP. TEC will examine the Bids to determine whether they are complete, whether the Bid format conforms to the RFP requirements, whether documents have been properly signed, and whether the Bids are generally in order.
- c. Bids whose Qualification proposal does not meet the set criteria will be liable for rejection.
- d. TEC may seek written clarifications from the Bidders. The primary function of seeking clarifications in the evaluation process is to clarify ambiguities and uncertainties arising out of the evaluation of the Bid Documents. It provides the opportunity to 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 during the evaluation process.
- e. Conditional Bids will be rejected.

6.17.3 Bids Not Considered For Evaluation

Bids that are rejected during the Bid opening process due to non receipt of EMD not available; shall not be considered for further evaluation.

6.17.4 Criteria for Evaluation and Comparison of Qualification Bids

The Qualification proposal will be evaluated using the checklist given in **Section 11.3**.

- a. Bidders need to fulfil all the Qualification conditions mentioned in Qualification Criteria of the RFP. TEC will examine the Bids to determine whether they are complete, whether the Bid format conforms to the RFP requirements, whether documents have been properly signed, and whether the Bids are generally in order.
- b. The Bidder should submit credentials that best illustrate ability to provide the services required as per the RFP.
- c. The Bidder needs to strictly adhere to the formats provided in section 11 and provide information against each of the line items. Any non-conformance shall constitute a deviation from RFP conditions.

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- d. It is mandatory to furnish complete Technical specifications of the Hardware being offered, strictly as per the formats provided in Section 10. These specifications should be considered as minimum to be fulfilled as per the required SLAs.
- e. All relevant product information such as 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.

6.17.5 Opening and Evaluation of Financial Bids

The Financial Bids will be opened by Tender Evaluation Committee [TEC] appointed by UPLC / Department, in the presence of Bidders' representatives (only one person allowed from each bidder) who choose to attend the Financial Bid opening on date and time to be communicated to all the technically qualified Bidders. The Bidders' representatives who are present shall sign a register evidencing their attendance. The name of Bidder, Bid Prices etc. shall be announced at the meeting. TEC will carry out the detailed assessment of all the financial bids to ensure that the complete order quantity for providing services as required under the RFP has been covered in the financial bid as per the details and delivery schedule specified in the qualification bid / RFP.

After detailed assessment, TEC will evaluate the bidder with the lowest financial quotes and same shall be notified as L1 and be contracted to execute the complete supply order.

In case L1 bidder backs out from the execution of the project, then the bid process will be cancelled and Bids may be invited again. In such case where L1 bidder backs out from the project, the EMD of the L1 bidder will be forfeited; the L1 bidder will be blacklisted from participating in any future bidding of GoUP projects; and L1 bidder would also be liable for legal action by UPLC/Department.

6.18 Negotiation

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

6.19 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 initialled by the authorized 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.

6.20 Contacting UPLC / Department

- a. No Bidder shall contact the UPLC / Department on any matter relating to its Bid, from time of opening till the time the work is awarded. If the Bidder wishes to bring additional information to the notice of the UPLC, the same should be done in writing to UPLC. The UPLC reserves the right to decide whether such additional information should be considered or not.
- b. Any effort by a Bidder to influence the UPLC or any of the stakeholders of the Department in its decision on Bid evaluation, Bid comparison or contract award may result in disqualification of the Bid of such bidder with forfeiture of his Bid security.

6.21 UPLC's right to vary Scope of work at the time of award of contract

UPLC 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/IGRS reserves the right to vary the quantity to be ordered by 20% 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.

6.22 UPLC's Right to accept any bid and to reject any or all bids

UPLC reserves the right to accept or reject any bids, and to annul the tendering process and reject all bids 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.

6.23 Notification of Award

6.23.1 Notification to the successful bidder

Prior to the expiry of the Bid validity period, UPLC will notify the successful Bidder in writing or by fax or email, by issuance of letter of intent (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.

6.23.2 Signing of Agreement

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

- a. Performance security
- b. Agreement form
- c. AMC support
- 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

6.23.3 Discharge of Bid Security

Prior to signing of the Agreement, UPLC shall promptly request the Selected Bidder to provide Performance Guarantee pursuant to Section 6.25 below. On receipt of the Performance Guarantee, the Bid security of successful Bidder will be released.

6.23.4 Expenses for the Agreement

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

6.24 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 as per section 6.17.5.

6.25 Bank Guarantee for Performance

- a. The successful Bidder shall at his own expense shall deposit with UPLC, within 15 (fifteen) days after the receipt of notification of award of the project i.e. Letter of Intent, from UPLC, an

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unconditional and irrevocable Performance Bank Guarantee (PBG) from a Scheduled Bank acceptable to UPLC, in the format prescribed in **Section 11.13**, payable on demand, for the due performance and fulfilment 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 **20%** of Agreement value. All incidental charges whatsoever such as premium, commission etc. with respect to the Performance Guarantee shall be borne by the selected Bidder. The selected Bidder shall be required to furnish two Performance Bank Guarantees each with an amount equivalent to 10% of Agreement value. The validity of one Performance Guarantee shall be of 42 months and may be discharged / returned by UPLC/Department after 42 months upon being satisfied that there has been due performance of obligations of the selected Bidder under the Agreement. The second performance Guarantee shall be valid for six months post completion of the project period, i.e. total of 66 months from Go-Live of project, subject to the terms and conditions in the performance Bank Guarantee, at the end of 66 months after the Go-Live of project. The second Performance Guarantee may be discharged / returned by UPLC/Department at the end of 66 months after the Go-Live of project upon being satisfied that there has been due performance of obligations of the selected 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".

6.26 Confidentiality of the Document

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

6.27 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 submits a conditional proposal.
 - iv. Proposal is received in incomplete form.
 - v. Proposal is received after due date and time.

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- vi. Information submitted in Qualification proposal is found to be misrepresented, incorrect or false, accidentally, unwittingly or otherwise, at any time during the processing of the Agreement (no matter at what stage) or during the tenure of Agreement including the extension period, if any.
 - vii. Commercial proposal is enclosed in the same envelope as Qualification Proposal or commercial values are specified in the CD of Qualification proposal.
 - viii. Bidder tries to influence the proposal evaluation process by unlawful means at any point of time during the Bid process.
 - ix. In case any Bidder submits multiple proposals or if common interests are found in two or more Bidders, all such Bids are likely to be disqualified, unless additional proposals / Bids are withdrawn immediately upon conflict of interest.
 - x. Bidder fails to deposit the Performance Guarantee prior to signing of the Agreement or fails to enter into an Agreement within 15 working days of the date of Letter of award of Contract (LOI) or within such extended period, as may be specified by UPLC.
- b. Bidders may specifically note that while evaluating the proposals, if it comes to UPLC's knowledge expressly or implied, that some Bidders may have colluded in any manner whatsoever or otherwise joined to form an alliance resulting in delaying the processing of proposal then the Bidders so involved are liable to be disqualified for this tendering process as well as for a further period of three years from participation in any of the tenders floated by the 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.

6.28 Concessions permissible under statutes

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

6.29 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 7 – General conditions of Agreement

7 General Conditions of Agreement

7.1 Form of Agreement

This TRIPARTITE AGREEMENT (hereinafter called the "Agreement") is made on the _____, 2014, between:

- i. "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,
- ii. Office of Inspector General and Registration, Camp office, Lucknow 226001 (hereinafter referred to as the "[IGRS]" 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 Second Part, and,
- iii. _____ (herein after called the "System Integrator or SI") of the Third Part.

WHEREAS

- a. UPLC intends to enable the IGRS for **Selection of SI for Implementation of e-Governance in Registration offices across the State of Uttar Pradesh** involving the complete Scope of Work described in the RFP.
- b. UPLC undertook the selection of a SI adopting an open tender route, through Competitive Bidding for Selection of SI for Implementation of e-Governance in Registration offices across the State of Uttar Pradesh and issued a Request for Proposal (RFP) dated 03/03/2014
- c. UPLC & IGRS intends to accord to the SI the right to undertake the Project on the terms and conditions set forth in the Agreement;
- d. The SI in pursuance of its proposal undertakes to provide services as per the RFP 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.

The parties agree that for providing the services as mentioned in the RFP as per the terms of this Agreement, the SI 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. Schedules of the Agreement;
 - b. Annexures of the Agreement

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- c. Request for Proposal (RFP)
2. The mutual rights and obligations of "UPLC", "IGRS" and the "SI" shall be as set forth in the Agreement, in particular:
- a. "UPLC" shall make payments to the SI 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) (i) (ii)	 <p align="center">(Authorized Representative) For and on behalf of UPLC, Lucknow</p>
(Witnesses) (i) (ii)	 <p align="center">(Authorized Representative) For and on behalf of IGRS, UP</p>
(Witnesses) (i) (ii)	 <p align="center">For and on behalf of SI (Authorized Representative)</p>

7.2 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 and the State of U.P. for the time being.
 - ii. **"Bidder"** shall mean an Individual Company registered under the Companies Act 1956 or a Consortium of companies consisting of not more than 2 companies as defined in Section 11.5 in RFP document which participated in the Bidding process.
 - iii. **"System Integrator"** means a company that specializes in bringing together hardware component subsystems into a whole and ensuring that those subsystems function together. Here

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it shall mean the Bidder Company/Consortium, selected through the RFP and with whom the order has been placed for the project as specified in the 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 Team”** means the successful Bidder / Consortium who has to provide goods and services under the scope of this RFP / Agreement. This definition shall also include any and/or all of the employees of Bidder, their authorized agents and representatives or other personnel employed or engaged either directly or indirectly by the Bidder for the purposes of the RFP/ Agreement.
- v. **“Bidder’s Representative”** means the person or the persons appointed by the Bidder / Consortium from time to time to act on its behalf for overall co-ordination, supervision and Project management.
- 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 at site.
- vii. **“UPLC”** shall mean U.P. Electronics Corporation Limited and shall include its legal representatives, successors and permitted assignees.
- viii. **“IGRS Representative”** shall mean the person appointed by IGRS from time to time to act on its behalf at the site for overall coordination, supervision and Project management at site.
- ix. **“IGRS” or “Department”** shall mean the Office of Inspector General and Registration, Lucknow, and shall include its legal representatives, successors and permitted assignees.
- x. **“Agreement”** means all Schedules and 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. In the event of a conflict between the Agreement and the Schedules, the terms of the Agreement shall prevail.
- xi. **“Agreement Price / Value”** means the price payable to the Bidder under the Agreement for the full and proper performance of its contractual obligations.
- xii. **“Day”** means calendar day.
- xiii. **“Deliverables”** means the products and services agreed to be delivered by the SI in pursuance of this Agreement as defined in the RFP.
- xiv. **“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.

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- xv. **"State Government"** or **"GoUP"** means the Government of Uttar Pradesh.
- xvi. **"Consortium Member"** or **"Consortium Partner"** means any of the entities that make up the Consortium; and **"Members"** means all the entities of a Consortium.
- xvii. **"Personnel"** means professionals and support staff provided by the Bidder and assigned to perform supply of goods and services or any part thereof."
- xviii. **"Third Party"** means any person or entity other than the State Government, UPLC, IGRS and SI.
- xix. **"In writing"** means communicated in written form with proof of receipt.
- xx. **"Performance Guarantee"** shall mean the guarantee provided by the Bidder in favour of UPLC for an amount specified in the RFP. The Performance Guarantee may be in the form of Demand Draft or Banker's cheque or a Bank Guarantee as per the format defined in RFP.
- xxi. **"Project"** shall mean the project of "Implementation of e-Governance in Registration offices across the State of Uttar Pradesh".
- xxii. **"Prime Bidder"** shall mean the Company with at least 60% stakes in the Consortium and is incorporated under the Companies Act, 1956, and which shall coordinate with UPLC and IGRS on behalf of the Consortium, for the successful execution of the Project for the entire Agreement period.
- xxiii. **"RFP" or "Request for Proposal"** means the documents containing the Qualification, Commercial and Legal Specifications. It includes Annexure(s), schedules and the clarifications, explanations and amendments issued from time to time.
- xxiv. **"Service Level"** means the level of performance which will apply to the delivery of hardware and services as set out in the RFP.
- xxv. **"Service Level Agreement (SLA)"** means the Level of Services to be provided by SI as provided in Section 5 of the RFP"
- xxvi. **"AMC support"** means the obligation of the SI to supply high quality and quantity of goods and associated services to be delivered under the Project using the tangible and intangible assets created, procured, installed, managed and operated by the SI and includes but is not limited to the list of services specified in the RFP.
- xxvii. **"Sign-off"** shall mean a written certification issued by UPLC / IGRS evidencing the acceptance, approval or completion, as the case may be, of any deliverable that may be required in terms of the Agreement.
- xxviii. **"Stakeholders"** includes entities which are directly affected by the project like UPLC, IGRS, SI, DIT, NIC, State Government, Data centre operator, UP-SWAN operator, BSNL, etc.

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

7.3 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.

7.4 Representations & Warranties

- a. The SI warrants and represents to UPLC / IGRS 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 SI warrants and assures to UPLC / IGRS, that:

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- i. The SI 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 SI;
- iii. The SI (in case of Consortium, all the members of Consortium) should have experience in managing and providing goods and services similar to those as given in the RFP and that it shall perform all the services as specified in the RFP 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 / IGRS or a Third Party appointed by them;
- v. The SI 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 SI 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 AMC support services / warranty will be supplied in conformance with all applicable laws, enactments, orders and regulations;
- vii. SI shall use its reasonable endeavours to ensure that the equipment, software and hardware supplied and/or used in the course of the provision of the Services under this project, are operational and functional;
- viii. The SI at any point during performance of the Agreement, should technological advances be introduced by the OEM for Information Technologies originally offered by the OEM in its Bid and still to be delivered, the SI 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 SI shall provide a warranty / AMC support for a period of 5 years from the date of Go-Live of project as per the delivery schedule of the Agreement. The SI shall ensure defect free operation and shall repair / replace any such hardware components and reinstall software/ operating system during the entire Project period. No additional costs shall be paid separately for the AMC support other than the costs quoted by the SI and as specified in the Agreement.
- x. If the SI uses in the course of the provision of the hardware components, any software manufactured by any Third party which are embedded in the Deliverables or are essential for the successful delivery of services under the project, then it shall pass through the Third party to UPLC / IGRS manufacturer's warranties relating to those components,

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software and hardware. Subject to the fulfilment of the obligations of the SI as provided for in **Section 7.4 (b) (viii)** above, in the event that such warranties cannot be enforced by UPLC, the SI 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 AMC / warranty period, the SI shall repair or replace the defective components as per the Agreement within the defined SLAs at no additional cost to the UPLC or the stakeholders.
- c. Notwithstanding what has been stated elsewhere in this Agreement and the Schedules attached herein, in the event the SI is unable to meet the obligations pursuant to the implementation of the Project, Operations & Maintenance support, Provision of AMC Services and any other services related to scope of work as stated in this Agreement and the Schedules attached herein, UPLC shall have the option to invoke the Performance Guarantee after serving a written notice of 30 (Thirty) days on the SI.

7.5 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 SI for “Implementation of e-Governance in Registration offices across the State of Uttar Pradesh”. The SI is required to supply the hardware components, offer the hardware components for Pre-dispatch inspection, facilitate the installation & commissioning of hardware at various locations after due inspection and testing, deployment of system software and application software across all required locations, establishment & maintenance of primary & secondary connectivity, establishment of helpdesk and 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 fulfilment of the Scope of Work pursuant to the RFP.

7.6 Duration of the Agreement

This Agreement shall come into effect on ____2014 (hereinafter called the “Effective Date”) and shall continue till the completion of the project period, subject to fulfilment of the rights and obligations of the Parties under the Agreement. This notice shall confirm that the conditions precedent and effectiveness conditions, if any, have been met.

The Agreement shall start from the date of signing of this Agreement till the expiry of the project period i.e. 5 years from Go-Live of the project.

7.7 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 20% of the value of the Agreement as mentioned in the section 6.25 of the RFP and shall be in the form of a Bank Guarantee or a DD / Banker’s cheque from a Scheduled Bank in the Performa given in **Section 11.12**

7.8 System Integrator’s Obligations

- a. The SI would be required to procure, install, supply & commission requisite hardware, & networking components, establish primary & secondary connectivity, provide manpower, establish helpdesk, and provide services as per the scope of work at locations as defined in the RFP. It will be the SI’s responsibility to ensure compliance to the requirements and continued operation as per the Implementation Schedule in accordance with and in strict adherence to the terms of this Bid, the RFP and this Agreement.
- b. In addition to the aforementioned, the SI shall:
 - i. Provide goods, AMC support and other 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 SI shall ensure that the SI’s Team is competent, professional and possesses the requisite qualifications and experience appropriate to the tasks they are required to perform under this Agreement. The SI shall ensure that the AMC support services are performed through the efforts of the SI’s Team, in accordance with the terms hereof and to the satisfaction of UPLC / IGRS. Nothing in this Agreement relieves the SI from its liabilities or obligations under this Agreement to supply of goods, AMC support and other services in accordance with UPLC / IGRS directions and requirements and as stated in this Agreement and the Bid to the extent accepted by UPLC / IGRS and the SI shall be liable for any non-performance, non-compliance, breach or other loss and damage resulting either directly or indirectly by or on account of its team.

c. The SI's representative shall have all the powers requisite for the performance of supply of goods, AMC support and other services under this Agreement. The SI's representative shall liaise with UPLC's representative / IGRS representative for the proper coordination and timely completion of the works and on any other matters pertaining to the works. He shall extend full co-operation to all the stakeholders in the manner required by them for supervision / inspection / testing / observation of hardware, equipment / material, procedures, performance, output deliverables, reports, and records pertaining to the works. He shall also have complete charge of the SI's personnel engaged in the performance of the works and to ensure internal discipline, compliance of rules, regulations and safety practice. He shall also co-ordinate and co-operate with the other stakeholders of project while working at the sites / offsite for activities related to planning, execution of scope of work and providing services under this Agreement.

d. Reporting Progress:

- i. SI shall monitor usage and progress of all the activities specified in the Agreement through appropriate Web based software/or by any other means and submit free of cost monthly progress reports about various aspect of the work to UPLC and IGRS or its specified stakeholders. UPLC / IGRS on mutual agreement between both parties may change the periodicity of such reports. Extracts of the progress report to be termed, as "Executive Summary" shall be submitted in 3 copies, along with 3 copies of monthly progress report. The same is required to be submitted in soft copy as well. Formats for such reporting shall be discussed at the time of Agreement finalization.
- ii. Facilities services and / or labour to be provided by the SI 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 / IGRS'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 / IGRS's representative shall so notify the SI in writing.
- iii. The SI shall reply to the written notice giving details of the measures he proposes to take to expedite the progress so as to complete various activities by the prescribed time. The SI shall not be entitled to any additional payment for taking such steps.
- iv. In case during the supply and commissioning of hardware & system software, the progress falls behind schedule or does not meet the desired requirements, the SI 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 SI.

e. Knowledge of Infrastructure:

- i. The SI's undertaking of this Agreement shall be deemed to mean that the SI possesses the knowledge of all the requirements pertaining to procurement, installation, supply & commissioning of hardware, networking components & system software, provide manpower, establish helpdesk, and provide services as stipulated in the RFP, at various locations as specified in the RFP including but not limited to environmental, geographical, demographic and physical conditions and all criteria required to perform the operations.
- ii. The SI 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 project, 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 procurement, installation, supply & commissioning of hardware, networking components & system software, provide manpower, establish helpdesk, and provide services as stipulated in the RFP, SI detects any obstructions affecting the work; then the SI shall take all measures to overcome them.
- iii. SI shall be deemed to have satisfied himself as to the correctness and sufficiency of the Agreement Price for the supply of goods and services including AMC support etc. The consideration provided in the Agreement for the SI undertaking the delivery of goods & services shall cover all the SI's obligation and all matters and things necessary for proper execution and maintenance of the goods and services in accordance with the Agreement and for complying with any instructions which UPLC / IGRS representative may issue in accordance with or in connection therewith and of any proper and reasonable measures which the SI takes in the absence of specific instructions from UPLC's / IGRS's representative.

7.9 System Integrator's Team

- a. The SI shall provide to UPLC & IGRS at least 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 SI for the execution of the tasks under the project including the identities of the key personnel to be deployed. The SI shall promptly inform UPLC & IGRS in writing of any revision or alteration of such organization charts.
- b. The SI 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.

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- c. The SI shall provide and deploy manpower for carrying out the work, only those manpower resources who are skilled and experienced in their respective trades and who are competent to execute and manage / supervise the work in a proper and timely manner.
- d. UPLC's / IGRS's representative may at any time object to and require the SI to remove forthwith any authorized representative or employee of the SI or any person(s) deployed by SI, if in the opinion of UPLC's / IGRS's representative the person in question has misconducted himself or his deployment is otherwise considered undesirable by UPLC's / IGRS's representative, the SI shall forthwith remove and shall not again deploy the person in question without the written consent of UPLC's representative.
- e. UPLC's / IGRS's representative may at any time request the SI to remove from the work the SI's Project Manager or any other authorized representative including any employee of the SI or any person(s) deployed by SI for the project, on grounds of professional incompetence or negligence or for being deployed for work for which he is not suited. UPLC's / IGRS's representative having made a request as aforesaid in the case of any person which the SI 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 SI to remove that person from deployment on the work which the SI 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 / IGRS's representative.
- f. UPLC representative shall state to the SI in writing his reasons for any request or requirement pursuant to this clause.
- g. The SI 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. SI shall ensure that the Core team members i.e. Project Manager, Database Administrator, System Administrator, and Network Administrator, shall be continued from start till end of project. Any changes to Core team shall ensure following:
 - There shall be an overlap of at least 1 month between the leaving employee and new joiner to ensure successful knowledge transfer and handover / takeover of documents and other relevant materials.
 - Any such change shall happen with the permission from UPLC & IGRS.
 - The exiting team member should be replaced with an equally competent substitute from the pool of backup personnel.

7.10 Statutory Requirements

During the tenure of this Agreement nothing shall be done by the SI 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.

7.11 Administration

- a. Any 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 SI along with the members of Consortium shall be bound by all undertakings and representations made by the authorized representative of the SI 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 & IGRS's representatives would act as an interface with the nominated representative of the SI. The SI shall comply with any instructions that are given by UPLC's & IGRS'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, IGRS and the SI shall meet on a monthly basis to discuss any issues/bottlenecks being encountered. The SI shall draw the minutes of these meetings and circulate to UPLC/ IGRS.

7.12 Right of Monitoring, Inspection and Periodic Audit

- a. UPLC / IGRS 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 SI. UPLC / IGRS may demand and upon such demand being made UPLC / IGRS 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/ IGRS 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/ IGRS and the SI undertakes to cooperate with and provide to UPLC/IGRS / Third Party 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 SI failing which UPLC may without prejudice to any other rights that it may have issue a notice of default.

- c. SI shall have to give an access of Helpdesk Console and/or reporting tools (Availability and Performance) to UPLC/ IGRS 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.

7.13 UPLC's Obligations

a. Assistance and Exemptions

UPLC shall use its best efforts to ensure:

- i. Coordination 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. Providing the SI 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 SI, which increases or decreases the cost incurred by the SI in supplying the goods and services, then the same shall be paid by UPLC accordingly.

7.14 IGRS's responsibility

IGRS office will provide necessary facilities and support to the SI as mentioned in the RFP for successful execution of SI's work.

7.15 Information Security

During the Term the SI shall:

- a. Take all reasonable and proper care of the entire hardware and software or any other information technology infrastructure components used for the Project and other facilities leased / owned by the SI exclusively in terms of the delivery of the goods and services as per this Agreement (hereinafter the "Assets") in proportion to their use and control of such Assets which will include all upgrades/ enhancements and improvements to meet the current needs of the Project;
- b. Provide a well-prepared documentation for users in form of a user's manual and shall form part of handholding phase until bringing up to speed;

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- c. 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;
- d. Not knowingly or negligently use or permit any of the Assets to be used in contravention of any statutory provisions or regulation or in any way contrary to law;
- e. Use the Assets exclusively for the purpose of providing the Services as appropriate;
- f. Not sell, offer for sale, assign, mortgage, encumbrance, pledge, sub-let or lend out any of the Assets;
- g. Use the Assets only in accordance with the terms hereof and those contained in the SLAs;
- h. 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 SI , where UPLC, shall be designated as the “loss payee” in such insurance policies.; and
- i. A sign off from UPLC / IGRS at each stage is essential to close each of the above considerations.

7.16 Ownership of Equipment

IGRS shall own the hardware and all the software supplied by the SI in connection with this Agreement.

7.17 Risk Management

SI shall at his own expense adopt suitable Risk Management methodology to mitigate all risks assumed by the SI under this Agreement. SI 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 SI 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 IGRS will have no liability on this account.

7.18 Indemnity

- a. The SI shall execute and furnish to IGRS & UPLC a Deed of Indemnity in favour of “IGRS & UPLC” in a form and manner acceptable to IGRS / UPLC, indemnifying UPLC & IGRS 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 SI or the SI’s Team in connection with or incidental to this Agreement; or
 - ii. A breach of any of the terms of SI’s Bid as agreed, the RFP and this Agreement by the SI or the SI’s Team.

- b. The indemnity shall be to the extent of 100% of the Contract Value in favour of UPLC & IGRS.

7.19 Confidentiality

- a. The SI 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 services as specified under this Agreement;
- b. The SI may only disclose Information in the following circumstances:
- i. With the prior written consent of UPLC / IGRS.
 - ii. To a member of the SI's Team ("Authorized Person") if:
 - The Authorized Person needs the Information for the performance of obligations under this Agreement;
 - The Authorized Person is aware and is obliged to use it only for the performance of obligations under this Agreement.
- c. The SI shall do everything reasonably possible to preserve the confidentiality of the Information including execution of a Confidentiality Agreement with the members of the sub-SI and other SI's team members to the satisfaction of UPLC / IGRS.
- d. The SI shall sign a Non-Disclosure Agreement (NDA) with UPLC / IGRS. The SI, its antecedents and the consortium members shall be bound by the NDA. The SI will be held responsible for any breach of the NDA by its antecedents, delegates or consortium members.
- e. The SI shall notify UPLC / IGRS promptly if it is aware of any disclosure of the Information otherwise than as permitted by this Agreement or with the authority of UPLC / IGRS.
- f. The SI shall be liable to fully recompense UPLC / IGRS for any loss of revenue arising from breach of confidentiality. UPLC / IGRS reserve the right to adopt legal proceedings, civil or criminal, against the SI in relation to a dispute arising out of breach of obligation by the SI under this clause.
- g. The SI 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.

7.20 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 7.6 except when its term is extended by UPLC / IGRS.

- b. UPLC / IGRS shall reserve the sole right to grant any extension to the term mentioned above on mutual agreement including fresh negotiations on terms and conditions.

7.21 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.

7.22 Alteration / Variation

The SI agrees that quantities given in the Bidding documents are minimum requirements and are in no way exhaustive and guaranteed by UPLC / IGRS. It shall be the responsibility of the SI to meet all the requirements contained in the Bidding documents and any upward/downward revisions and of the quantities to the extent of 20% of the Original Quantity.

If any such change cause an increase or decrease in the cost of or the time required for the SI'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.

7.23 Suspension of Work

- a. The SI 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 SI 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 SI, if request for same is made and that the suspension was not consequent to any default or failure on the part of the SI. In case the suspension of works is not consequent to any default or failure on the part of the SI and lasts for a period of more than 2 months, the SI 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 SI for a period in excess of 30 days in aggregate, rendering the SI 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 SI producing the requisite evidence from the bank concerned.

7.24 Completion of work as per Agreement

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

7.25 Payment Schedule

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

S. No	Payment Schedule	Fee Payable	Documents
Data Centre – Installation and Commissioning of hardware, network components and site preparation and AMC support			
1.	Successful commissioning of hardware, networking components, system software etc. with site preparation at state data centre (Except for Application Software developed by NIC)	80% of (E + F) ¹ on submission of bank guarantee of 20% of (E+F)	Payments against the following: <ul style="list-style-type: none"> • Original Invoice • Quality Certificate from the respective OEM • Insurance Certificate • Pre–Dispatch Inspection Report issued by Third Party Inspection Agency engaged by UPLC / IGRS • Successful commissioning certificate • Bank Guarantee for 20% of (E+F)
2.	Successful deployment of Software Application of IGRS by NIC at the Data centre within stipulated timelines. (SI will play a role of facilitator to NIC)	20% of (E + F)	Acceptance certificate from IGRS / UPLC / Third party appointed by them for successful deployment of Software at Data Centre to be done by NIC and facilitated by SI.
Client locations / IGRS offices – For installation, commissioning and AMC support for hardware, networking and site preparation for Client locations			
3.	Successful commissioning of hardware, networking, connectivity with site preparation at Lucknow, Agra, Kanpur, Allahabad & Meerut Mandals of the IGRS offices	30% of (A + B)	Payments against the following: <ul style="list-style-type: none"> • Original Invoice • Quality Certificate from the respective OEM • Insurance Certificate

¹ Refer Format – Detailed Commercial Bid for definitions of “E/F/A”

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S. No	Payment Schedule	Fee Payable	Documents
	(SI will play a role of facilitator to NIC)		<ul style="list-style-type: none"> • Pre-Dispatch Inspection Report issued by Third Party Inspection Agency engaged by UPLC / IGRS • Successful commissioning certificate • Proportionate payments will be made to SI in case Dept. is unable to provide adequate space etc. for installation & commission of infrastructure • Submission of 20 % bank guarantee as per format provided in this RFP
4.	Successful commissioning of hardware, networking, connectivity systems software (except Application software) with site preparation at Moradabad, Faizabad, Bareilly, Aligarh & Saharanpur Mandals of the IGRS offices (SI will play a role of facilitator to NIC)	30% of (A+B)	
5.	Successful commissioning of hardware, networking, connectivity, software (except application software) with site preparation at remaining Mandals of the IGRS offices (SI will play a role of facilitator to NIC)	30% of (A+B)	
6.	Completion of 4 th year of extended warranty	5% of (A+B)	Payments against the following: <ul style="list-style-type: none"> • Original Invoice • Certificate from IGRS for the successful completion of the extended warranty
7.	Completion of 5 th year of extended warranty	5% of (A+B)	Payments against the following: <ul style="list-style-type: none"> • Original Invoice • Certificate from IGRS for the successful completion of the extended warranty
Connectivity (Primary)			
1.	Payment for Primary last mile	100% will be paid for primary one time charges	Successful implementation of last miles in overall locations

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S. No	Payment Schedule	Fee Payable	Documents
2.	Payment for operations and maintenance (AMC)	Yearly	Submission of original invoice by SI along with performance report

Connectivity (Secondary)			
1.	Payment for Bandwidth	Quarterly in arrears	Submission of original invoice by SI along with performance report
2	Payment for operations and maintenance	Yearly	Submission of original invoice by SI along with installation report

- a. SI shall raise the invoices along with necessary documents required for processing of payments. SI shall submit the invoices / documents in 2 copies, one each for UPLC and IGRS office.
- b. All payments to be made to the SI 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 adjusted accordingly by UPLC / SI.
- c. The SI shall also bear all personal/income taxes levied or imposed on its personnel, Consortium's personnel etc. on account of payment received under this Agreement. SI shall further bear all income / corporate taxes, levied or imposed on account of payments received by it from the UPLC for the work done under this Agreement.

7.26 Events of Default by the SI

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

- a. The SI has failed to perform any instructions or directives issued by UPLC/IGRS which it deems proper and necessary to execute the scope of work under the Agreement.
- b. The SI has failed to adhere to any of the key performance indicators as laid down in the Agreement or if the SI 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 SI may be in terms of failure to adhere to timelines, specifications, requirements or any other criteria as defined by UPLC.
- c. The SI 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 SI to comply with any stipulations or standards as laid down by UPLC.

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- d. The SI or its 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 SI 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 SI.
- g. The SI or its 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 SI, 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 SI by UPLC, the SI fails to remedy the default to the satisfaction of the UPLC, UPLC may, where it deems fit, issue to the defaulting party another default notice or proceed to adopt such remedies as may be available to UPLC.

7.27 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 Services and the Project which the SI shall be obliged to comply with which may include unilateral re-determination of the consideration payable to the SI hereunder. The SI 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 SI, suspend all payments to the SI under the Agreement provided that such notice of suspension:
 - i. Shall specify the nature of the failure and
 - ii. Shall request the SI to remedy such failure within a specified period from the date of receipt of such notice of suspension from UPLC to the SI.
- c. Where UPLC deems necessary it shall have the right to require replacement of any of the SI's service providers with another suitable member. The SI 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 who shall execute such Agreements/Contracts with UPLC as UPLC may require. Failure on the part of the SI 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 SI and UPLC shall also have the right to claim damages and recover from the SI 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.

7.28 Termination of the Agreement by SI

- a. UPLC retain such amounts from the payment due and payable by UPLC to the SI of overall Agreement value for 5 years from Go-Live as may be required to offset any losses caused to UPLC / IGRS as a result of such event of default and the SI shall compensate UPLC for any such loss, damages or other costs, incurred by UPLC / IGRS in this regard. Nothing herein shall affect the continued obligation of the other members of the consortium to perform all their obligations and responsibilities under this Agreement in an identical manner as were being performed before the occurrence of the default.
- b. Invoke the Performance Bank Guarantee and other Guarantees furnished hereunder, enforce the deed of indemnity, recover such other costs/losses and other amounts from the SI may have resulted from such default and pursue such other rights and/or remedies that may be available to UPLC under law.

7.29 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 7.29. In such an occurrence "UPLC" shall give a not less than thirty (30) days' written notice of termination to the SI, and sixty (60) days' in case of the event referred to in (viii).

- i. If the SI fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to this Section 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 SI becomes (or, if the SI 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.

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Conversely if UPLC / GoUP apprehends a similar event regarding the SI, it can exercise the right of termination in the manner stated hereinabove.

- iii. If the SI fails to comply with any final decision reached as a result of arbitration proceedings.
 - iv. If the SI, in the judgment of UPLC, has engaged in corrupt or fraudulent practices in competing for or in executing this Agreement.
 - v. If the SI submits to UPLC a false statement which has a material effect on the rights, obligations or interests of UPLC / IGRS.
 - vi. If the SI places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to UPLC / IGRS.
 - vii. If the SI fails to provide the quality goods and services as envisaged under this Agreement. The Committee shall be constituted to monitor the progress of supply of goods and Services. This Committee shall make judgment regarding the poor quality of goods and Services, the reasons for which shall be recorded in writing. The Committee may decide to give 15 days' time to the SI to improve the quality of the goods and Services and SI fails to improve the quality of goods and warranty Services.
 - viii. If, as the result of Force Majeure, the SI 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 reserves the right to terminate the Agreement in case SI gets blacklisted by any other Ministry/Department of Government of India or State Governments during the course of project, or if SI is convicted in a legal/tax evasion case or on account of any other legal misconduct of the SI.
 - 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 SI:**

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

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- i. If UPLC/GoUP fails to pay any money due to the SI 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 SI that such payment is overdue.
- ii. If, as the result of Force Majeure, the SI 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 / IGRS fails to comply with any final decision reached as a result of arbitration pursuant to this Agreement.
- iv. If UPLC / IGRS 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 SI may have subsequently approved in writing) following the receipt by UPLC/IGRS of the SI's notice specifying such breach.

7.29.1 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 SI'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.

7.29.2 Cessation of Services

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

7.29.3 Payment upon Termination

Upon termination of this Agreement pursuant to Section 7.29 hereof, "UPLC" shall make the following payments to the SI:

- i. If the Agreement is terminated pursuant to Section 7.29, payment due pursuant to Payment Schedule hereof for supply goods & Services satisfactorily performed prior to the effective date of termination,
- ii. If the Agreement is terminated pursuant to Section 7.28, the SI shall not be entitled to receive any payments upon termination of the Agreement. Under such circumstances, upon termination, UPLC / IGRS may also impose liquidated damages as per the provisions of this

Agreement. The SI will be required to pay any such liquidated damages UPLC / IGRS within 30 days of termination date.

7.29.4 Disputes about Events of Termination:

If either Party disputes whether an event specified in paragraphs (i) through (vii) of Section 7.26 or in Section 7.27 hereof has occurred, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter to Section 7.29 hereof, and this Agreement shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

7.30 Consequences of Termination

- a. In the event that UPLC, or the SI, terminates this Agreement then depending on the event of default, compensation will be decided in accordance with the Payment Schedule as per section 7.25 including other aspects such as cost of selection of alternate SI, penalties, payments etc.
- b. Upon termination of this Agreement, the Parties will comply with the Exit Management Schedule as contained in Schedule I to the Agreement.

7.31 Penalty

In the event, the SI fails to meet the Project responsibilities including target performance metrics as stipulated in the SLAs or any damages caused by SI including its employees, contractors, consortium members to UPLC / IGRS properties, personnel, data etc., the SI 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.

7.32 Liquidated Damages

In the event, the SI (i) fails to meet the milestones provided for in the Delivery Schedule as per Section for Implementation and Operations contained in the Schedule, (ii) fails to perform the responsibilities and obligations as set out in RFP to the complete satisfaction of UPLC / IGRS, (iii) repudiates the Contract Agreement before Go-Live of project, then UPLC shall without prejudice to his other rights and remedies, reserve the right to invoke the entire performance guarantee and even terminate the Agreement as Liquidated Damages (LD).

UPLC will be free to procure the remaining services from alternate sources and SI will be required to handover all the infrastructure and operations to the new SI before exit.

The SI shall in addition to other remedies available to UPLC be liable to pay Liquidated Damages of a sum of INR 10,00,000/- (Rupees Ten Lacs only) for every incident where it is found that the SI or any of

its employees has carried out a transaction without any authorization or approval from respective IGRS official.

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.

7.33 Approvals

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

7.34 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 7.34 (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 the Principal Secretary of Department of Stamps and Registration, 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

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In the event of constitution of a statutory Regulatory authority or Commission appointed by GoUP with powers to adjudicate upon disputes between UPLC / IGRS and the SI, all Disputes arising after such constitution shall instead of reference to arbitration under Section 7.34 (b) (ii), 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 SI. 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.

7.35 Limitation of the Bidder's Liability towards UPLC / IGRS

- a. Except in case of gross negligence or wilful misconduct on the part of the SI or on the part of any person or firm acting on behalf of the SI in carrying out the work, the SI, with respect to damage caused by the SI to IGRS's / 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 SI may be liable to receive from any insurance maintained by the SI to cover such a liability, whichever is higher.
- b. This limitation of liability shall not affect the SI's liability, if any, for damage to Third Parties caused by the SI or any person or firm/company acting on behalf of the SI 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 SLAs shall be time barred and invalid if legal proceedings are not commenced by the relevant Party against the other Party within a period of Thirty 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 / IGRS shall be entitled to claim the remedy of specific performance under this Agreement or the SLAs.

7.36 Conflict of Interest

- a. SI shall hold UPLC's / IGRS's interest paramount, without any consideration for future work and strictly avoid conflict with other assignment or their own corporate interest.
- b. SI (including all Consortium members) should not be engaged in any such business (excluding any work assigned to them by UPLC / IGRS) which has conflict of interest with this Project of "Implementation of e-Governance in Registration offices across the State of Uttar Pradesh".
- c. Interest with one or more parties (Bidder or Prime Bidder or any member of any Consortium) 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 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 SI 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, SI:

- i. receive or have received any direct or indirect subsidy from any of them; or
 - ii. have common controlling shareholders; or
 - iii. have the same legal representative for purposes of this Bid; or
 - iv. 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;
- d. 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. 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, or any other works, or non-consulting services for the preparation or implementation of the

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Project to be Bid for. This provision does not apply to the various firms (consultants, contractors, or SIs) 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 / IGRS, 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.
- e. The Bidder/Prime Bidder or any consortium partner participates in more than one Bid in this Bidding process. Participation by any company 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 OEMs (hardware, software, networking product etc.); or
- f. If the Sole Bidder or Prime Bidder or any of its Consortium members get associated as Consultant/Advisor/Third party independent evaluating agency with any of the agencies taking part in the Bid process.

7.37 Governing Language

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

7.38 "No Claim" Certificate

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

7.39 Publicity

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

7.40 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,

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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

- 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
- 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 7.40 (b) as mentioned below, 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 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 SI, upon instructions by UPLC, shall continue with the supply of goods and services to the extent possible, in which case the SI 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 7.34.

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In the event the Force Majeure substantially prevents, hinders or delays the SI's performance of supply of goods and services necessary for the operation of IGRS's critical business functions for a period in excess of 15 days, IGRS / UPLC may declare that an emergency exists. UPLC / IGRS will issue a notice to the SI to resume normal supply of goods and services at all affected sites and for all operations within a period of seven days.

In the event that the SI is not able to resume supply of goods and services within the next 7 days, UPLC may terminate the Agreement and/or obtain substitute performance from an alternate SI and costs incurred by UPLC in obtaining such supply of goods and services from alternate SI shall be recovered by UPLC from SI. However, the event of Force Majeure is to be reviewed under two categories i.e. prior to commencement of operations and post commencement of operations respectively.

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

7.41 General

7.41.1 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, IGRS and the SI. The SI, subject to this Agreement, has complete charge of Personnel performing the supply of goods and services and shall be fully responsible for the supply of goods and services performed by them or on their behalf hereunder.

7.41.2 No Assignment

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

7.41.3 Sub-Contracting

The Bidder shall not assign to others, in whole or in part, their obligation to perform under this Agreement, except with UPLC's prior written consent. Bidder (Prime bidder in case of Consortium) will remain solely liable for all work / obligations under this agreement.

7.41.4 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 SI of its release from those obligations.

7.41.5 Governing Law

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

7.41.6 Jurisdiction of Courts

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

7.41.7 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 SLAs are subject to their respective compliance with all applicable laws and regulations.

7.41.8 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.

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- 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 / bid submitted.
- 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), OR, 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.

7.41.9 Modification

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

7.41.10 Application

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

7.41.11 Intellectual Property Rights

During the currency of the project, the responsibility to maintain the IPR would lie with the SI and the IPRs will be transferred to IGRS or its nominated agency on completion / termination of project. Following conditions apply:

- a. **Ownership and Title:** Title to the software applications developed exclusively for this project, any enhancements, point updates and documentation, including ownership rights to patents, copyrights, trademarks and trade secrets therein shall be the exclusive property of IGRS.
- b. **Reverse Engineering:** The SI shall not reverse engineer any software application provided during the project.
- c. **Confidentiality:** The SI hereby acknowledges that all the developments, enhancements, point updates, and documentation may contain information that may be trade secret and proprietary to the IGRS. The SI hereby agrees not to disclose such information except to persons and organizations expressly authorized by the IGRS to receive such information. The SI shall not remove or alter any copyright notices or proprietary legends affixed by IGRS to such enhancements, point updates or documentation.

7.41.12 Performance

- a. The SI shall specify the plan for meeting the SLAs and performance standards as mentioned in this RFP, as a part of its bid.
- b. The SI shall stand guarantee for the supply of spares of all the equipment under the scope of supply for a minimum period of three years 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 5 years from date of Go-Live of project.

7.41.13 AMC support and Warranty

- a. The successful SI shall provide a comprehensive on-site AMC support for the entire ICT infrastructure under the project for duration of five years, commencing from the date of Go-Live of project.
- b. During the project period, the SI shall warrant that the hardware and system software supplied under the Agreement are new, unused, of the most recent version / models, meets the technical specifications as mentioned in the RFP, and incorporate all recent improvements in design and materials unless provided otherwise in the Agreement. The SI further warrants that the goods supplied under this Agreement shall have no defects arising from design, materials or workmanship.
- c. The successful SI hereby warrants UPLC that:
 - i. The goods and services supplied represents a complete, integrated solution meeting all the requirements as outlined in the RFP and further amendments if any, and provides the functionality and performance, as per the terms and conditions specified in the Agreement.
 - ii. The proposed hardware will achieve parameters delineated in the technical specifications/ requirements and shall be appropriately integrated to meet proposed requirements.
 - iii. The SI will be responsible for AMC support services from OEMs / Third parties / licensors of products included in the systems.
 - iv. The SI undertakes to ensure the maintenance of the acceptance criterion / standards in respect of the systems during the entire project period.

Section 8 – Miscellaneous Conditions

8 Miscellaneous Conditions

8.1 Personnel

a. General

- i. The SI shall employ and provide such qualified and experienced Personnel as are required to carry out the supply of goods and services under the project to meet the desired outcomes and as per SLAs defined in the RFP.
- ii. The SI shall provide the structure of the Implementation Team along with the bid.
- iii. The SI shall clearly mention the details of Technical Staff to be deployed at various locations (including Data centre / Camp office, Districts, Helpdesk etc.).
- iv. The SI is required to provide CVs of the key personnel such as Project Manager, Database administrator, Network administrator, and System administrator clearly specifying the professional experience and educational background. The SI will also be required to provide sample CV for personnel to be deployed in districts and helpdesk. Besides the positions mentioned, the SI is free to propose personnel for any other managerial posts which he feels would be important for successful implementation of the Project.

b. Removal and/or Replacement of Personnel

If UPLC / IGRS (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 SI shall, at UPLC's / IGRS's written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to UPLC / IGRS.

- c. Personnel assigned by SI to perform the work shall be employees of SI, and under no circumstances shall such personnel be considered employees of UPLC / IGRS. SI shall have the sole responsibility for supervision and control of its personnel and for payment of such personnel's entire compensation, including salary, withholding of income & other taxes, worker's compensation, employee and disability benefits etc. and shall be responsible for all employer obligations under all applicable laws. Such personnel shall, under no circumstances be eligible for any rights or lien over UPLC / IGRS as a result of engagement in the Project.
- d. The SI shall also be responsible to train identified employees of IGRS with regard to the work being performed by the SI as and when required by IGRS during the Term of this Project. The parameters of the training required for these employees of IGRS shall be communicated by IGRS to the SI periodically and shall be in accordance with the latest procedures and processes available in the relevant areas of work.

- e. The SI shall not remove Key personnel without the prior written consent of UPLC / IGRS. For any changes to the proposed resources, SI shall provide equivalent or more experienced resources in consultation with UPLC / IGRS.
- f. Except as stated in this Section, nothing in this Agreement / RFP or the SLA will limit the ability of SI or any SI freely to assign or reassign its employees; provided that SI shall be responsible, at its expense, for transferring all appropriate knowledge from personnel being replaced to their replacements. UPLC / IGRS shall have the right to review and approve SI's plan for any such knowledge transfer. SI shall maintain the same standards for skills and professionalism among replacement personnel as in personnel being replaced.
- g. Each Party shall be responsible for the performance of all its obligations under this Agreement or SLA and shall be liable for acts and omissions of its employees & agents in connection therewith.
- h. If required, SI shall ensure that at all times during its performance of the supply of goods and services, a resident Project manager, acceptable to UPLC / IGRS, shall take charge of the performance of supply of goods and services.

8.2 Assignment

All terms and provisions of this Agreement shall be binding on and shall inure to the benefit of UPLC, IGRS, and SI, subject to the terms of the Agreement. Transfer of any assignment or transfer of this Agreement or the SLAs or any rights hereunder by either Party shall be strictly prohibited.

8.3 Trademarks, Publicity

Neither Party may use the trademarks of the other Party without the prior written consent of the other Party, except as required by law or the rules and regulations of the stock exchange upon which the securities of the SI is listed. Either Party shall publish or permit to be published either alone or in conjunction with any other person any press release, information, article, photograph, illustration or any other material of whatever kind. This will be specifically related to this Agreement, the SLAs or the business of the Parties without prior reference to and approval in writing from the other Party, such approval not to be unreasonably withheld or delayed.

8.4 Variations and Further Assurance

- a. No amendment, variation or other change to this Agreement or the SLAs will happen unless agreed upon in writing and signed by the duly authorized representatives of the Parties to this Agreement and SLAs.
- b. Each Party to this Agreement or the SLAs agree to enter into or execute, without limitation, whatever other Agreement, document, consent and waiver and to do all other things which shall or may be reasonably required to complete and deliver obligations set out in this Agreement or SLAs.

8.5 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.

8.6 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.

8.7 Ethics

SI 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 / IGRS, 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 / IGRS's standard policies and may result in cancellation of this Agreement, and the Project Engagement.

8.8 Entire Agreement

This Agreement, the SLAs and the Project Engagement Definitions, all schedules appended thereto and the contents and specifications of the RFP constitute the entire Agreement between the Parties with respect to their subject matter, and as to all other representations, understandings or Agreements which are not fully expressed herein.

8.9 Survivability

The termination or expiry of this Agreement or the SLAs for any reason shall not affect or prejudice any terms of this Agreement, or the rights of the Parties under them which are either expressly or by implication intended to come into effect or continue in effect after such expiry or termination.

8.10 Miscellaneous provisions

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

Section 9 – RFP Schedules

9 Schedule I – Exit Management Schedule

9.1 Purpose

- a. This Schedule sets out the provisions, which will apply on expiry or termination of the Agreement.
- b. In the case of termination of Agreement due to illegality, the Parties shall agree at that time whether, and if so during what period, the provisions of this Schedule shall apply.
- c. The Parties shall ensure that their respective associated entities carry out their respective obligations set out in this Exit Management Schedule.
- d. The exit management period starts, in case of expiry of Agreement, on the date when the Agreement comes to an end or in case of termination of Agreement, on the date when notice of termination is sent to the SI. The Exit Management period ends on the date agreed upon by the parties (UPLC / IGRS & SI) or Six months after the beginning of the exit management period, whichever is earlier.

9.2 Transfer of Project Assets

- a. UPLC shall be entitled to serve notice in writing on the SI at any time during the Exit Management period as detailed hereinabove requiring the SI to provide UPLC with a complete and up to date list of the Assets provided and yet to be provided within 30 days of such notice. UPLC shall then be entitled to serve notice in writing on the SI at any time prior to the date that is 30 days prior to the end of the exit management period requiring the SI to sell any of the Assets to be transferred to UPLC / IGRS at book value (as determined as on the date of such notice).
- b. Upon service of a notice under Clause 9.2 (a) above, the following provisions shall apply:
 - i. In the event, if the Assets to be transferred are mortgaged to any financial institutions by the SI, the SI shall ensure that all such liens and liabilities have been cleared beyond doubt, prior to such transfer. All documents regarding the discharge of such lien and liabilities shall be furnished to UPLC / IGRS.
 - ii. All risk in and title to the Assets transferred to UPLC / IGRS pursuant to Clause 9.2 (a) above, shall be transferred to UPLC, on the last day of the exit management period.
 - iii. In case of termination, UPLC / IGRS shall pay to the SI on the last day of the exit management period such sum representing the Net Block (procurement price less) of the Assets to be transferred as stated in the Terms of Payment Schedule.
 - iv. Before the expiry of the exit management period, all Project Assets including the hardware, software, documentation and any other infrastructure shall have been renewed

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and cured of all defects and deficiencies as necessary so that the Project is compliant with the Specifications and Standards set forth in the RFP, Agreement and any other amendments made during the Agreement period;

- v. Before the expiry of the exit management period, the SI delivers relevant records and reports pertaining to the Project and/or all operation and maintenance records and manuals pertaining thereto and complete as on the Exit Management;
- vi. Before the expiry of the exit management period, the SI returns all the records stored to UPLC / IGRS or its nominee;
- vii. On request by UPLC / IGRS or any third party appointed by UPLC / IGRS, the SI shall effect such assignments, transfers, licenses and sub-licenses related to any hardware or software Contract between SI and any third party, in favour of UPLC / IGRS or any third party appointed by them, if it is required by UPLC or any third party appointed by UPLC / IGRS and is reasonably necessary for the continuation of services; and
- viii. The SI complies with all other requirements as may be prescribed under Applicable Laws to complete the divestment and assignment of all the rights, title and interest of the SI in the supply free from all Encumbrances absolutely and free of any charge or tax to UPLC / IGRS or its nominee.

9.3 Cooperation and Provision of Information

During the exit management period:

- a. The SI will allow UPLC / IGRS access to information reasonably required to define the then current mode of operation associated with the provision of the supply & commissioning to enable UPLC to assess the existing services being delivered;
- b. Promptly on reasonable request by UPLC, the SI shall provide access to and copies of all information held or controlled by them which they have prepared or maintained in accordance with the Agreement during project implementation, during Operations and Management, related to management of SLAs or any other aspect of the Agreement. UPLC shall be entitled to copy all such information without any objections to the SI. Such information shall include details pertaining to the services rendered and other performance data. The SI shall permit UPLC and/or any Replacement SI to have reasonable access to its employees and facilities as reasonably required by UPLC to understand the methods of delivery of the goods and services employed by the SI and to assist in appropriate knowledge transfer. All the customised software developed for under the project (if any) would be property of UPLC / IGRS. On transfer of customized software to UPLC / IGRS along with its IPR, the UPLC / IGRS would give a certificate that such code has been transferred to UPLC / IGRS.

9.4 Confidential Information, Security and Data

- a. The SI will promptly on the commencement of the exit management period supply to UPLC / IGRS the following:
 - i. information relating to the current services rendered and customer satisfaction surveys and performance data relating to the performance of in relation to the services;
 - ii. documentation relating to UPLC's / IGRS's Intellectual Property Rights;
 - iii. UPLC and IGRS data and confidential information;
 - iv. all current and updated project data as is reasonably required for purposes of UPLC / IGRS or its nominated agencies, transitioning the services and goods to its Replacement SI in a readily available format nominated by UPLC / IGRS;
 - v. entire relevant information (including but not limited to documents, records and Agreement) relating to the goods and services reasonably necessary to enable UPLC / IGRS or its nominated agencies, or its Replacement SI to carry out due diligence in order to transfer the services to UPLC / IGRS or its nominated agencies, or its Replacement SI (as the case may be).
- b. Before the expiry of the exit management period, the SI shall deliver to UPLC / IGRS all new or up-dated materials from the categories set out in 9.4 (a) above and shall not retain any copies thereof, except that the SI shall be permitted to retain one copy of such materials for archival purposes only.

9.5 Employees

- a. Promptly on reasonable request at any time during the exit management period, the SI shall, subject to applicable laws, restraints and regulations (including in particular those relating to privacy) provide to UPLC / IGRS a list of all employees (with job titles) of the SI dedicated to supply of goods and services at the commencement of the exit management period;
- b. Where any national, regional law or regulation relating to the mandatory or automatic transfer of the contracts of employment from the SI to UPLC / IGRS or its nominees, or a Replacement SI ("Transfer Regulation") applies to any or all of the employees of the SI, then the Parties shall comply with their respective obligations under such Transfer Regulations.
- c. To the extent that any Transfer Regulation does not apply to any employee of the SI, UPLC / IGRS, or its Replacement SI may make an offer of employment or Contract for services to such employee of the SI and the SI shall not enforce or impose any contractual provision that would prevent any such employee from being hired by UPLC / IGRS or any Replacement SI.

- d. Promptly on reasonable request at any time during the exit management period, the SI shall, facilitate training and knowledge transfer for UPLC / IGRS and/or any Replacement SI as reasonably required for understanding the methods of delivery of the services employed by the SI and the work done till that time.

9.6 Transfer of Certain Contracts

On request by UPLC / IGRS, the SI shall effect such assignments, transfers, licenses and sub-licenses as UPLC / IGRS may require in favour of IGRS, or its Replacement SI in relation to any equipment, maintenance or service provision contract between SI and third party lessors, and which are reasonably necessary for the carrying out of services by UPLC / IGRS or its Replacement SI.

9.7 Rights of Access to Premises

- a. At any time during the exit management period, where Assets are located at the SI's premises, the SI will be obliged to give reasonable rights of access to (or, in the case of Assets located on a third party's premises, procure reasonable rights of access to) UPLC / IGRS, and/or any Replacement SI in order to make an inventory of the Assets and for information on services.
- b. The SI shall also give UPLC / IGRS or its nominated agencies, or any Replacement SI right of reasonable access to the SI's premises and shall procure UPLC / IGRS or its nominated agencies and any Replacement SI, rights of access to relevant third party premises during the exit management period and for such period of time following termination or expiry of the Agreement as is reasonably necessary to migrate the services to UPLC / IGRS or its nominated agencies, or a Replacement SI.

9.8 General Obligations of the SI

- a. The SI shall provide all such information as may reasonably be necessary to effect as seamless a handover as practicable in the circumstances to UPLC / IGRS or its nominated agencies or its Replacement SI and which the SI has in its possession or control at any time during the exit management period.

For the purposes of this Schedule, anything in the possession or control of SI or its associated entity that is part of the Consortium and to whom sub-contract has been given for any activity related to the Project is deemed to be in the possession or control of the SI.

- b. The SI shall commit adequate resources to comply with its obligations under this Exit Management Schedule.

9.9 Exit Management Plan

- a. The SI shall provide UPLC / IGRS with a recommended exit management plan ("Exit Management Plan") which shall deal with at least the following aspects of exit management in

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relation to the Agreement as a whole and in relation to the Project Implementation, and the Operation and Management SLA.

- i. A detailed plan of the transfer process that could be used in conjunction with a Replacement SI including details of the means to be used to ensure continuing provision of the services throughout the transfer process or until the cessation of the services and of the management structure to be used during the transfer;
 - ii. Plans for the communication with such of the SI's staff, suppliers, customers and any related third party as are necessary to avoid any material detrimental impact on IGRS's services as a result of undertaking the transfer; and
 - iii. Plans for provision of contingent support to UPLC / IGRS or its nominated agencies or the Replacement SI for a reasonable period after transfer.
- b. The SI shall re-draft the Exit Management Plan bi-annually thereafter to ensure that it is kept relevant and up to date. Each Exit Management Plan shall be presented by the SI to and approved by UPLC / IGRS or its nominated agencies.
- c. The terms of payment as stated in the Terms of Payment Schedule include the costs of the SI complying with its obligations under this Schedule.
- d. In the event of termination or expiry of Agreement, each Party shall comply with the Exit Management Plan.
- e. During the exit management period, the SI shall use its best efforts to deliver the goods and services as per the requirements of the project.
- f. Payments during the Exit Management period shall be made in accordance with the Terms of Payment Schedule.
- g. This Exit Management plan shall be furnished in writing to UPLC / IGRS or its nominated agencies within 60 days from the Effective Date of this Agreement.

So far as transfer cost is concerned, in case of the completion of the Agreement, the SI shall pay all transfer costs and stamp duty applicable on transfer of Project assets and for executing the activities listed in this schedule. However in case of premature termination of Agreement for any reasons, the SI shall pay all transfer costs and stamp duty applicable on transfer of Project assets and for executing the activities listed in this schedule except in case the Project is being terminated due to default of UPLC / IGRS, in which case UPLC / IGRS shall be responsible for transfer costs and stamp duty, if any. The SI shall be paid the depreciated book value of the infrastructure cost and the other assets. The depreciation rates and method followed will be as per Income Tax Rules.

Schedule II – Audit, Access and Reporting

9.10 Purpose

This Schedule details the audit, access and reporting rights and obligations of UPLC / IGRS or its nominated agencies and the SI under the Agreement or any amendments made subsequently to this Agreement.

9.11 Audit Notice and Timing

- a. Within one (1) month from the start of the Project, the Parties shall use their best endeavours to agree to a timetable for routine audits during the currency of the project. Such timetable may be reviewed every 6 months. During the currency of the project, UPLC / IGRS or any of its nominated agencies shall conduct routine audits in accordance with such agreed timetable and shall not be required to give the SI any further notice of carrying out such audits. In the event the Parties have not agreed upon a timetable within one month from the Effective Date, UPLC / IGRS or any of its nominated agencies shall conduct the above mentioned routine audits as and when required, with one week notice in advance, provided always that UPLC/ IGRS or any of its nominated agencies shall endeavour to conduct such audits with the lowest levels of inconvenience and disturbance being caused to the SI.
- b. UPLC / IGRS or any of its nominated agencies, may conduct non-timetabled audits at its own discretion if they reasonably believes that such non-timetabled audits are necessary as a result of an act of fraud by a SI, a security violation, or breach of confidentiality obligations by the SI, provided that the requirement for such an audit is notified in writing to the SI a reasonable time period prior to the audit (taking into account the circumstances giving rise to the reasonable belief) stating in a reasonable level of detail the reasons for the requirement and the alleged facts on which the requirement is based. If the SI considers that the non-timetabled audit was not appropriate, the matter shall be referred to the escalation procedure as set out in the Section – Governance.
- c. During such audits conducted by UPLC / IGRS or any of its nominated agencies, if any unlawful, fraudulent activities are identified, UPLC may subject the Agreement for termination at its discretion.
- d. In addition to the above, there will be audits conducted by statutory bodies as and when they are required to do it. Notwithstanding any condition given in the Agreement, SI will have to provide these statutory bodies access to all the facilities, infrastructure, documents and artefacts of the Project as required by them and approved by UPLC / IGRS in writing.
- e. The audit and access rights contained within this schedule shall survive the termination or expiration of the Agreement for a period of twenty-four (24) months. For the avoidance of doubt,

this right of audit shall not apply to data and records returned to Transport department or its nominated agencies or a user or destroyed in accordance with Exit Management Schedule.

9.12 Access

The SI shall provide to UPLC/ IGRS or any of its nominated agencies reasonable access to employees, suppliers, agents, third party facilities, including premises used for the project, data recovery centres, documents, records and systems reasonably required for audit and shall provide all such persons with routine assistance in connection with the audits and inspections. UPLC/ IGRS or any of its nominated agencies during the currency of the project shall have the right to copy and retain copies of any relevant records. The SI shall make every reasonable effort to co-operate with them.

9.13 Audit Rights

- a. UPLC/ IGRS or any of its nominated agencies, shall have the right to audit and inspect suppliers, agents, facilities (whether third party or owned by SI) including Helpdesk, documents, records, procedures and systems relating to the provision of goods and services under this agreement, but only to the extent that they relate to the provision of goods and services, as shall be reasonably necessary to verify. The audit of the Project shall include:
 - i. The security, integrity and availability of all UPLC / IGRS data processed, held or conveyed by the SI on behalf of UPLC / IGRS and documentation related thereto;
 - ii. That the actual level of performance of the services is the same as specified in the SLAs;
 - iii. That the SI has complied with the relevant technical standards, and has adequate internal controls in place; and
 - iv. The compliance of the SI with any other obligation under the Agreement and SLAs.
- b. For the avoidance of doubt the audit rights under this Schedule shall not include access to the SI profit margins or overheads associated with any obligation under the Agreement.

9.14 Audit Rights of Suppliers and Agents

- a. The SI shall use reasonable endeavours to achieve the same audit and access provisions as defined in this Schedule with suppliers and agents who supply manpower, services, equipment or materials in respect of the services. The SI shall inform UPLC / IGRS prior to concluding any sub-contract or supply agreement of any failure to achieve the same rights of audit or access.
- b. REPORTING: The SI will provide monthly reports to UPLC / IGRS or any of its nominated agencies regarding any specific aspects of the Project and in context of the audit and access information as required by UPLC / IGRS or any of its nominated agencies.

9.15 Action and Review

- a. Any change or amendment to the systems and procedures of the SI arising from the audit report shall be agreed within 15 (Fifteen) calendar days from the submission of the said report.
- b. Any discrepancies identified by any audit pursuant to this Schedule II shall be immediately notified to UPLC / IGRS or any of its nominated agencies, and the SI's Project Manager, who together shall determine what action should be taken in respect of such discrepancies in accordance with the terms of the Agreement.

9.16 Terms of Payment

UPLC / IGRS shall bear the cost for the non-routine audit as defined in this Schedule II and the SI shall bear the cost of any other audits and inspections as per the requirements specified in the RFP. The terms of payment are inclusive of any costs of the SI, for all reasonable assistance and information provided under the Agreement by the SI pursuant to this Schedule.

9.17 Records and Information

For the purposes of audit in accordance with this Schedule, the SI shall maintain true and accurate records in connection with the provisioning of goods and services and the SI shall handover all the relevant records and documents upon the termination or expiry of the Agreement.

Schedule III – Invoicing and Settlement Schedule

- a. SI 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 SI submit its invoices in accordance with the following principles:
 - i. UPLC shall be invoiced by the SI for the provisioning of services (hardware installation & commissioning, data digitization, manpower services, O&M, AMC, etc.). Generally and unless otherwise agreed in writing between the Parties or expressly set out in the Service Level Agreement, the SI shall raise an invoice as per the terms of payment as stated in the Section 7.25.
 - ii. The invoice shall be submitted along with the necessary approval / sign-off / acceptance certification (as per defined formats) provided by the concerned persons / officials from the specific locations for the respective deliverables linked with the payment milestone, failing which the UPLC / IGRS reserves the right to reject the invoices.
 - iii. Along with the invoice, the SI is required to submit the proof of deliverables linked with the payment milestone in softcopy and hardcopy formats, as applicable failing which UPLC / IGRS reserves the right to reject the invoices.
 - iv. Any invoice presented in accordance with this Schedule shall be in a form agreed with UPLC / IGRS.
 - v. 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 SI shall waive any charge for services that is not invoiced within six months after the end of the month in which the payment, as stated in the Terms of Payment Schedule, relating to such Service are authorized or incurred, whichever is later.
 - vi. UPLC / IGRS shall be entitled to delay or withhold payment of any invoice or part of it delivered by the SI under this Schedule where UPLC / IGRS disputes such invoice or part of it provided that such dispute is bona fide. The withheld amount shall be limited to that which is in dispute. The disputed amount shall be settled in accordance with the procedure as set out in the RFP. Any exercise by UPLC / IGRS under this Section shall not entitle the SI to delay or withhold provision of supply of services as required for the project.
- b. The SI shall invoice all payments upon successful completion of milestone as per the payment schedule. Invoices shall be accurate and all adjustments to or changes in the terms of payment shall be applied to the next payment to the SI.
- c. Payment for invoices shall be made within 45 working days of the receipt of Invoice by UPLC / IGRS upon completion of the said activities as mentioned in the Agreement.

Schedule IV – Governance Schedule

9.18 Purpose

The purpose of this Schedule is to:

- a. Establish and maintain the formal and informal processes for managing the relationship between UPLC, IGRS or any of their nominated agencies and the SI (including the outputs from other Schedules to this Agreement);
- b. Define the principles that all Parties wish to follow to ensure the delivery of the services under this Agreement;
- c. Ensure that the relationship is maintained at the correct level within each Party;
- d. Create the flexibility to revise and maintain the relationship and this Agreement during the Term;
- e. Set out the procedure for escalating disagreements; and enable Project administration and performance management;
- f. Enable Project administration and performance management.

9.19 Governance Structure

9.19.1 Project Governance Approach

The Project Management activity is a theme that will run right across the phases of the Project, from the selection of SI to the implementation, stabilization and O&M stages. 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:

- a. Monitor the Project plan to ensure that all the activities have commenced and completed as per the phase-wise plan drawn by SI.
- b. Report the Project progress to the respective committees as constituted under this Project for monitoring purposes.
- c. Identify risks and facilitate in developing mitigation strategies and implementing them.

The proposed Project Governance Structure is detailed below:

- a. **High Powered Committee (HPC)** – has been constituted under the chairmanship of Chief Secretary, Uttar Pradesh to monitor the overall progress of the Project on quarterly basis (or as required). The HPC will define the overall umbrella guidelines for the project implementation as per the vision of the State and will monitor the same.
- b. **Project Management Unit (PMU)** – will be constituted under the chairmanship of IG of the Department. The other members of this committee may include follows. The PMU will be

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responsible for monitoring the overall time bound implementation of the project, resolution of issues, etc.

- Managing Director, UPLC, or their representative
- State Informatics Officer, NIC State unit, or their representative
- Nodal officer from IGRS
- Project Manager from SI
- Any other representative of Third Party as appointed by IGRS / UPLC

- c. **Project Managers from SI and Nodal officer from IGRS** – IGRS, UPLC and the SI shall each appoint a project manager (hereinafter the “Project Manager”) / Nodal officer for the project. In the event that either Party wishes to substitute its Project Manager, it will do so in manner in which the original appointment is made and notify the other Party of such substitution as soon as reasonably practicable but at the latest within 7 days of the substitution. The Project Managers will have the responsibility for maintaining the interface and communication between the Parties. Within 7 days of issuance of LOI / Purchase Order, UPLC, IGRS and the SI shall each appoint a Project Manager.

9.19.2 Meetings of various Committees

- a. The HPC will meet formally on Quarterly basis to review the progress of the project and to resolve any issues escalated to that level.
- b. The PMU will meet formally on a periodic basis at a pre-defined time at IGRS Camp office in Lucknow. 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 PMU in accordance with the Contract and the Schedules;
 - Any matter brought before the PMU by the SI ; and
 - Any other issue which either Party wishes to add to the agenda.
- c. In the event that there is any material factor which affects the delivery of the Services under this Agreement or the payment terms as stated in the Terms of Payment Schedule, the Parties may agree to discuss in the PMU 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.

9.20 Governance Procedures

- a. The SI shall document the agreed structures in a procedures manual. The agenda for each

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meeting of the PMU shall be set to reflect the discussion items referred to above and extraordinary items may be added either with the Agreement of the Parties or at the request of either Party. Copies of the agenda for meetings of the PMU, along with relevant pre-reading material, shall be distributed at least 2 days in advance of the relevant meeting.

- b. All meetings and proceedings will be documented; such documents to be distributed to all Parties and copies shall be kept as a record. All actions, responsibilities and accountabilities arising out of any meeting shall be tracked and managed.
- c. The Parties shall ensure as far as reasonably practicable that the PMU shall resolve the issues and resolve the objectives placed before them and that, members representing that Party are empowered to make relevant decisions or have easy access to empowered individuals for decisions to be made to achieve this.
- d. **Arbitration:** The Parties shall first submit any dispute or disagreement between the Parties arising out of or relating to and/or in connection with this Agreement or any Service Level Agreement or Statement of Work which is not a Material Breach as stated in this Agreement (a "Disputed Matter") to UPLC / IGRS. In case the Disputed Matter remains unresolved; the same shall be firstly submitted to PMU and then escalates to HPC.
- e. In order to formally submit a Disputed Matter to the aforesaid for, one Party ("Claimant") shall give a written notice ("Dispute Notice") to the other Party. The Dispute Notice shall be accompanied by (a) a statement by the Claimant describing the Disputed Matter in reasonable detail and (b) documentation, if any, supporting the Claimant's position on the Disputed Matter. The other Party ("Respondent") shall have the right to respond to the Dispute Notice within 7 days after receipt of the Dispute Notice. In the event that the formal submission is unable to resolve the Disputed Matter within a further period of 7 days, it shall refer the Disputed Matter to next level of the dispute resolution for action.
- f. All negotiations, statements and/or documentation pursuant to these Sections shall be without prejudice and confidential (unless mutually agreed otherwise).
- g. If the Disputed Matter is having a material effect on the operation of the provisioning of services (or any of them or part of them) the Parties will use all their respective reasonable endeavours to reduce the elapsed time in reaching a resolution of the Disputed Matter.

Section 10 – Annexures

10 Annexure

10.1 Annexure – Categorization of SRO offices and volume of transactions handled at each office

The transaction volume at each SRO office for the year 2010-11 is as follows:

S. No.	District	SRO office	Approx. no. of transactions per yr.	Category
1	Ghaziabad	सदर-4	38789	A
2	G.B. Nagar	गौतमबुद्धनगर	30076	A
3	Bijnor	धामपुर	24577	A
4	Saharanpur	नुकुड़	24385	A
5	Lucknow	सदर-1	22852	A
6	Mathura	सदर-1	22378	A
7	Lucknow	सदर-2	22033	A
8	Kanpur Nagar	सदर-3	22005	A
9	G.B. Nagar	दादरी	21813	A
10	Bijnor	सदर	21360	A
11	Hapur	हापुड़-1	20316	A
12	Meerut	सरधना	20208	A
13	Lucknow	सदर-4	20130	A
14	Bulandshahar	खुर्जा	20120	A
15	Meerut	सदर-3	20028	A
16	Sambhal	चन्दौसी	20017	A
17	Amroha	अमरोहा	19646	A
18	Lakhimpur Khiri	सदर	19551	A
19	Moradabad	सदर-1	19328	A
20	Ghaziabad	मोदीनगर	18839	A
21	Agra	एतमादपुर	17804	A
22	Agra	सदर-2	17378	A
23	Lucknow	सदर-5	17105	A
24	Mathura	छाता	16665	A
25	Bijnor	नजीबाबाद	16651	A

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S. No.	District	SRO office	Approx. no. of transactions per yr.	Category
26	Sambhal	सम्भल	16544	A
27	Muzaffarnagar	सदर-1	16522	A
28	Baghpat	बड़ौत	16424	A
29	Meerut	मवाना	16268	A
30	Bijnor	चौदपुर	16244	A
31	Aligarh	सदर-1	16151	A
32	Bareilly	सदर-2	16120	A
33	Mathura	सदर-2	15923	A
34	Meerut	सदर-1	15914	A
35	Shamli	शामली	15564	A
36	Muzaffarnagar	सदर-2	15456	A
37	Ghaziabad	सदर-2	15444	A
38	Bulandshahar	स्याना	15288	A
39	Badayun	सदर -1	15038	A
40	Barabanki	सदर	14968	A
41	Bareilly	सदर-1	14953	A
42	Meerut	सदर-2	14788	A
43	Hardoi	सदर	14731	A
44	Aligarh	सदर-2	14662	A
45	Etah	सदर	14641	A
46	Unnao	सदर	14401	A
47	Hapur	हापुड़-2	14309	A
48	Lucknow	बख्शी का तालाब	14211	A
49	Shamli	कैराना	14189	A
50	Agra	सदर-3	14182	A
51	Gorakhpur	सदर-2	13910	A
52	Ghaziabad	सदर-3	13872	A
53	Lakhimpur Khiri	मोहम्मदी	13833	A
54	Farrukhabad	सदर	13770	A

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S. No.	District	SRO office	Approx. no. of transactions per yr.	Category
55	Fatehpur	सदर	13668	A
56	Firozabad	सदर-1	13552	A
57	G.B. Nagar	नोयडा-3	13383	A
58	Aligarh	सदर-3	13155	A
59	Firozabad	शिकोहाबाद	13103	A
60	G.B. Nagar	नोयडा-2	13052	A
61	Lakhimpur Khiri	गोला	12910	B
62	Amroha	हसनपुर	12860	B
63	Agra	किरावली	12770	B
64	Saharanpur	बेहट	12442	B
65	Mainpuri	भोगाव	12288	B
66	Gonda	गोण्डा	12185	B
67	Saharanpur	सदर-1	12178	B
68	Aligarh	खैर	12168	B
69	Jhansi	झांसी-2	12091	B
70	Lucknow	मोहनलालगंज	12026	B
71	Pilibhit	सदर	11983	B
72	Muzaffarnagar	जानसठ	11942	B
73	Kanpur Nagar	सदर-4	11838	B
74	Auraia	सदर	11762	B
75	Bulandshahar	सिकन्दराबाद	11701	B
76	Amroha	धनौरा	11619	B
77	Lucknow	सदर-3	11606	B
78	Saharanpur	देवबन्द	11592	B
79	Moradabad	सदर-2	11296	B
80	Bijnor	नगीना	11280	B
81	Ghaziabad	सदर-1	11192	B
82	Gorakhpur	सदर-1	11127	B
83	Aligarh	अतरौली	11026	B

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S. No.	District	SRO office	Approx. no. of transactions per yr.	Category
84	Mainpuri	सदर	10835	B
85	Varanasi	सदर-2	10819	B
86	G.B. Nagar	नोयडा-1	10731	B
87	Mathura	मॉट	10577	B
88	Jalaun	उरई	10539	B
89	Hathras	हाथरस सदर	10461	B
90	Bulandshahar	शिकारपुर	10339	B
91	Bulandshahar	सदर-2	10285	B
92	Etawah	सदर	10258	B
93	Shahjahanpur	सदर-1	10238	B
94	Hapur	गढ़मुक्तेश्वर	10132	B
95	Pilibhit	पूरनपुर	10047	B
96	Meerut	सदर-4	10040	B
97	Rampur	सदर	10001	B
98	kasganj	कासगंज	9903	B
99	Hardoi	संडीला	9862	B
100	Bahraich	कैसरगंज	9608	B
101	Muzaffarnagar	बुढ़ाना	9607	B
102	Lalitpur	सदर	9579	B
103	Bareilly	बहेड़ी	9550	B
104	Mathura	महावन	9539	B
105	Bulandshahar	सदर-1	9488	B
106	Saharanpur	सदर-2	9412	B
107	Bulandshahar	अनुपशहर	9393	B
108	Hamirpur	सदर	9258	B
109	Chandauli	सदर	9257	B
110	Baghpat	बागपत	9256	B
111	Deoria	सदर	9226	B
112	Saharanpur	सदर-3	9199	B

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S. No.	District	SRO office	Approx. no. of transactions per yr.	Category
113	Agra	सदर-4	9194	B
114	Pilibhit	बीसलपुर	9096	B
115	Bahraich	सदर	9084	B
116	Moradabad	बिलारी	9056	B
117	Hardoi	बिलग्राम	9004	B
118	Sambhal	गुन्ौर	8924	B
119	Gonda	कर्नेलगंज	8921	B
120	Kannauj	छिबरामऊ	8918	B
121	Badayun	विसौली	8905	B
122	Lalitpur	मेहरौनी	8875	B
123	Rampur	विलासपुर	8872	B
124	Jhansi	झांसी-1	8804	B
125	Bulandshahar	डिबाई	8778	B
126	Jaunpur	सदर	8772	B
127	Bareilly	ऑवला	8767	B
128	Jhansi	मऊरानीपुर	8670	B
129	Agra	खैरागढ़	8646	B
130	G.B. Nagar	जेबर	8598	B
131	Muzaffarnagar	खतौली	8554	B
132	Saharanpur	रामपुर मनि0	8546	B
133	Maharajganj	सदर	8461	B
134	Bareilly	फरीदपुर	8363	B
135	Allahabad	सदर-1	8338	B
136	Shravasti	भिनगा	8199	B
137	Allahabad	करछना	8170	B
138	Bareilly	नवाबगंज	8157	B
139	Fatehpur	बिन्दकी	8153	B
140	Sitapur	सदर	8152	B
141	Badayun	दातागंज	8150	B

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S. No.	District	SRO office	Approx. no. of transactions per yr.	Category
142	Lakhimpur Khiri	धौरहरा	8125	B
143	Auraia	बिधूना	8101	B
144	Balrampur	तुलसीपुर	8085	B
145	Hathras	सादाबाद	7995	B
146	Mirzapur	सदर	7994	B
147	Faizabad	सदर	7965	B
148	Moradabad	ठाकुरद्वारा	7872	B
149	Banda	सदर	7844	B
150	Sitapur	मिश्रिख	7823	B
151	Allahabad	फूलपुर	7822	B
152	Agra	फतेहाबाद	7818	B
153	Varanasi	सदर-4	7818	B
154	Allahabad	सदर-2	7788	B
155	Firozabad	टूण्डला	7697	B
156	Firozabad	सदर-2	7666	B
157	Agra	सदर-1	7642	B
158	Raebareilly	सदर	7607	B
159	Kanpur Nagar	सदर-2	7581	B
160	Gonda	तरबगंज	7488	B
161	Shahjahanpur	पुवार्यो	7481	B
162	Varanasi	सदर-1	7481	B
163	Ramabai Nagar	अकबरपुर	7454	B
164	Sultanpur	सदर	7442	B
165	Farrukhabad	कायमगंज	7422	B
166	Etawah	भरथना	7372	B
167	Barabanki	फतेहपुर	7298	B
168	Sitapur	बिसवाँ	7275	B
169	Bahraich	महसी	7258	B
170	Ghaziabad	सदर-5	7243	B

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S. No.	District	SRO office	Approx. no. of transactions per yr.	Category
171	Aligarh	इगलास	7227	B
172	kasganj	पटियाली	7164	B
173	Sitapur	महमूदाबाद	7147	B
174	Basti	हरैया	7088	B
175	Unnao	हसनगंज	7081	B
176	Hardoi	शाहाबाद	7000	B
177	Sitapur	लहरपुर	6999	B
178	Jhansi	मोठ	6984	B
179	Balrampur	उतरौला	6937	B
180	Sonbhadra	राबर्टसगंज	6931	B
181	Lakhimpur Khiri	निधासन	6903	B
182	Barabanki	हैदरगढ़	6901	B
183	Agra	वाह	6881	B
184	Firozabad	जसराना	6873	B
185	Shahjahanpur	तिलहर	6795	B
186	Balrampur	बलरामपुर	6736	B
187	Shahjahanpur	जलालाबाद	6728	B
188	Kushinagar	सदर	6698	B
189	Balia	सदर	6574	B
190	Basti	सदर	6562	B
191	Aligarh	गभाना	6532	B
192	Hardoi	सवायजपुर	6461	B
193	Hathras	सिकन्दराराऊ	6452	B
194	Jalaun	कोंच	6330	B
195	Fatehpur	खागा	6286	B
196	Kanpur Nagar	सदर-1	6280	B
197	Bareilly	मीरगंज	6274	B
198	Kanpur Nagar	घाटमपुर	6232	B
199	Rampur	मिलक	6232	B

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S. No.	District	SRO office	Approx. no. of transactions per yr.	Category
200	Badayun	बिल्सी	6230	B
201	Kanpur Nagar	बिल्हौर	6189	B
202	Pratapgarh	सदर	6154	B
203	Azamgarh	सदर	6126	B
204	Moradabad	कांठ	6100	B
205	Kushinagar	हाटा	6099	B
206	Unnao	सफीपुर	5978	B
207	Mahoba	सदर	5941	B
208	Allahabad	सोराव	5926	B
209	Sant kabir Nagar	खलीलाबाद	5836	B
210	Kushinagar	तमकुहीराज	5827	B
211	Lakhimpur Khiri	पलिया	5825	B
212	Jalaun	माधवगढ़	5747	B
213	Rampur	स्वार	5725	B
214	Mau	सदर	5724	B
215	Gazipur	मुहम्मदाबाद	5714	B
216	Sitapur	सिधौली	5699	B
217	Gonda	मनकापुर	5688	B
218	Kannauj	तिर्वा	5679	B
219	Chitrakoot	कर्वी	5650	B
220	Etah	अलीगंज	5624	B
221	Jaunpur	मछलीशहर	5568	B
222	Hamirpur	मौदहा	5553	B
223	Azamgarh	सगड़ी	5524	B
224	Jalaun	जालौन	5521	B
225	Pratapgarh	कुन्डा	5466	B
226	Jaunpur	शाहगंज	5408	B
227	Etah	जलेसर	5352	B
228	Agra	सदर-5	5348	B

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S. No.	District	SRO office	Approx. no. of transactions per yr.	Category
229	Rampur	शाहाबाद	5294	B
230	Jalaun	कालपी	5225	B
231	Jhansi	गरौठा	5216	B
232	Ambedkar Nagar	अकबरपुर	5058	B
233	Mahoba	कुलपहाड़	5042	B
234	Kannauj	कन्नौज	5041	B
235	Banda	अर्तरा	5032	B
236	Shravasti	इकौना	4941	C
237	Badayun	सहसवान	4938	C
238	Varanasi	गंगापुर	4886	C
239	Gazipur	सदर	4825	C
240	Jaunpur	केराकत	4745	C
241	Rampur	टान्डा	4707	C
242	Jhansi	टहरौली	4683	C
243	Mirzapur	चुनार	4678	C
244	Jaunpur	मड़ियाहूँ	4611	C
245	Raebareilly	महराजगंज	4575	C
246	Siddharthnagar	नौगढ़	4517	C
247	Allahabad	हड़िया	4498	C
248	Ambedkar Nagar	जलालपुर	4480	C
249	Maharajganj	निचलौल	4472	C
250	Gorakhpur	गोला	4452	C
251	Pratapgarh	पट्टी	4420	C
252	Unnao	पुरवा	4388	C
253	Banda	बबेरू	4386	C
254	Varanasi	पिन्डरा	4379	C
255	kasganj	सहावर	4373	C
256	Amethi	अमेठी	4305	C
257	Faizabad	रुदौली	4284	C

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S. No.	District	SRO office	Approx. no. of transactions per yr.	Category
258	Amethi	मुसाफिरखाना	4259	C
259	Baghpat	खेकड़ा	4224	C
260	Gorakhpur	सहजनवाँ	4172	C
261	Kushinagar	कसर्यौ	4156	C
262	Gazipur	जमानिया	4130	C
263	Maharajganj	नौतनवा	4126	C
264	Azamgarh	फूलपुर	4047	C
265	Ramabai Nagar	रसूलाबाद	4039	C
266	Gorakhpur	बाँसगाँव	4030	C
267	Gorakhpur	खजनी	3955	C
268	Azamgarh	लालगंज	3942	C
269	Hathras	सासनी	3937	C
270	Sant kabir Nagar	मेहदावल	3911	C
271	Faizabad	बीकापुर	3885	C
272	Ramabai Nagar	भोगनीपुर	3874	C
273	Allahabad	बारा	3862	C
274	Amethi	सलोन	3859	C
275	Lalitpur	तालबेहट	3855	C
276	Maharajganj	फरेदा	3832	C
277	Sultanpur	कादीपुर	3763	C
278	Lucknow	मलिहाबाद	3760	C
279	Varanasi	सदर-3	3755	C
280	Pratapgarh	लालगंज	3749	C
281	kausambi	मंझनपुर	3713	C
282	Ambedkar Nagar	टान्डा	3671	C
283	Allahabad	कोरौव	3642	C
284	Deoria	सलेमपुर	3632	C
285	Gorakhpur	चौरी-चौरा	3585	C
286	Raebareily	लालगंज	3584	C

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S. No.	District	SRO office	Approx. no. of transactions per yr.	Category
287	Barabanki	रामनगर	3580	C
288	Barabanki	रामसनेहीघाट	3552	C
289	Faizabad	मिल्कीपुर	3430	C
290	Sant Ravidas Nagar	ज्ञानपुर	3397	C
291	Gazipur	सैदपुर	3349	C
292	Etawah	जसवन्तनगर	3297	C
293	Hamirpur	राठ	3289	C
294	Sultanpur	लम्हुआ	3270	C
295	Siddharthnagar	बाँसी	3263	C
296	Azamgarh	बूढ़नपुर	3242	C
297	Ramabai Nagar	डेरापुर	3209	C
298	Azamgarh	निजामाबाद	3197	C
299	Ambedkar Nagar	आलापुर	3180	C
300	Jaunpur	बदलापुर	3177	C
301	Siddharthnagar	डुमरियागंज	3123	C
302	Amethi	गौरीगंज	3106	C
303	Ramabai Nagar	सिकन्दरा	3087	C
304	Amethi	तिलोई	3064	C
305	Barabanki	सिरौली	3052	C
306	Gorakhpur	कैम्पीयरगंज	3003	C
307	Chandauli	सकलडीहा	2983	C
308	Sant Ravidas Nagar	भदोही	2976	C
309	kausambi	चायल	2931	C
310	Mahoba	चरखारी	2921	C
311	Deoria	रूद्रपुर	2837	C
312	Siddharthnagar	इटवा	2830	C
313	Chitrakoot	मऊ	2817	C
314	Unnao	बीघापुर	2812	C
315	Sultanpur	जयसिंहपुर	2797	C

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S. No.	District	SRO office	Approx. no. of transactions per yr.	Category
316	Mau	मो0 गोहना	2748	C
317	Siddharthnagar	सोहरतगढ़	2723	C
318	Gazipur	जखनियों	2686	C
319	Mau	घोसी	2668	C
320	Sonbhadra	घोरावल	2661	C
321	Farrukhabad	अमृतपुर	2636	C
322	Deoria	भौटपार	2607	C
323	Faizabad	सुहावल	2554	C
324	Balia	रसड़ा	2546	C
325	Basti	भानपुर	2544	C
326	Sant kabir Nagar	घनघटा	2406	C
327	Deoria	बरहज	2392	C
328	Pratapgarh	रानीगंज	2357	C
329	Balia	बौसडीह	2345	C
330	Mirzapur	मड़िहान	2330	C
331	Azamgarh	मेहनगर	2321	C
332	kausambi	सिराथू	2311	C
333	Allahabad	मेजा	2206	C
334	Balia	बेल्थरारोड	2109	C
335	Sonbhadra	दुद्धी	2106	C
336	Mirzapur	लालगंज	2084	C
337	Mau	मधुबन	2083	C
338	Hamirpur	सरीला	2043	C
339	Mainpuri	करहल	2039	C
340	Varanasi	रामनगर	2030	C
341	Raebareilly	ऊँचाहार	1926	C
342	Banda	नरैनी	1882	C
343	Chandauli	चकिया	1855	C
344	Balia	बैरिया	1799	C

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S. No.	District	SRO office	Approx. no. of transactions per yr.	Category
345	Balia	सिकन्दरपुर	1754	C
346	Sant Ravidas Nagar	औराई	1611	C
347	Ambedkar Nagar	भीटी	1604	C
348	Raebareilly	डलमऊ	1500	C
349	Basti	रुधौली	1446	C
350	Etawah	चकरनगर	1378	C
351	Etawah	सैफई	1251	C
352	Bahraich	नानपारा	1161	C
353	Badayun	सदर-2	New office	C
354	Hapur	घौलाना	New office	C

10.2 Annexure – Bill of material for Client locations

The minimum quantities of Bill of material required at the Client locations and Centralized helpdesk in order to meet the requirements of the project are as follows. The SI is required to propose a BOM suitable for meeting the SLAs as defined in the RFP for the project.

S. No.	IT Components	IG Office s	DIG	AIG	DRO	SRO			Total
						A	B	C	
		3	23	92	75	60	165	109	
1.	Server	1	0	0	0	60	165	109	335
2.	Laptop	3	23	92	0	0	0	0	118
3.	Desktop	4	0	0	75	300	660	327	1366
4.	Digital Camera	0	0	0	0	240	495	218	953
5.	Biometric devices	0	0	0	0	240	495	218	953
6.	LCD SignatureTablet	0	0	0	0	240	495	218	953
7.	Printers	4	23	92	75	240	495	218	1147
8.	LAN Switch- 16 Ports	1	0	0	0	60	165	109	335
9.	700 VA Line Interactive UPS	0	0	0	75	0	0	0	75
10.	UPS 6 KVA	1	0	0	0	60	165	109	335
11.	Network Rack	1	0	0	0	60	165	109	335
12.	LAN Cabling	7	0	0	0	585	1155	545	2292
13.	DG set – 10 KVA	0	0	0	0	0	165	109	274

Note: In each office i.e. DRO, SRO A, B & C Category, one Desktop (Quantity:-409) will be supplied with Windows 8.1 SL Operating System. Remaining quantity (Quantity:- 957) of Desktops will be supplied with Red Hat Linux / SUSE Linux/ Ubuntu OS

10.3 Annexure – Bill of material for State Data centre (SDC)

The minimum quantities of Bill of material required at the data centre in order to meet the requirements of the project are as follows. The SI is required to propose a BOM suitable for meeting the SLAs as defined in the RFP for the project.

Min. Hardware BOM for Data Centre		
S. No.	Items	Quantity
Blade Servers		
1.	Blade chassis – 14 Servers capable	1
2.	Web Server	2
3.	Application Server	2
4.	Database Servers	2
5.	File Servers	2
6.	Standby Server	1
7.	Staging and testing server	1
Storage		
8.	Storage SAN Box (40 TB usable capacity after RAID 5)	1
9.	24 Port SAN Switch for SAN Connectivity	2
10.	Tape Library	1
Network components		
11.	IP KVM Switch, LCD Monitor & keyboard	1
12.	Firewall with IPS	2
13.	L2 Switch	4
14.	Router module / card for existing router of SDC	2
15.	Load balancer	6
16.	Module for External firewall of SDC	2

Min. Software BOM for Data centre			
S. No.	Items	Item Description	Quantity
1.	Enterprise Linux Server	For Server OS	10
2.	Cluster Suit / High Availability		6
3.	Oracle Database Enterprise Edition Processor with Real Application Cluster, Partitioning, Diagnostic Pack, Tuning Pack, and Data Vault	For Database	As per Sizing/Core Requirement

Min. Software BOM for Data centre			
S. No.	Items	Item Description	Quantity
4.	Oracle Web Logic Enterprise Edition	For Application server	As per Sizing/Core Requirement
5.	SAN Storage Management Software	For SAN management including replication with 3 Year Support, Upgrade and Updates	1
6.	EMS Client License	SI quoting for the NMS / EMS should be able to integrate with NMS / EMS in the current SDC.	1
7.	Backup Software	For taking Backup	1

Note:- In Bill of quantity please quote single entity for S. No. 3 and 4 as per Sizing/Core Requirement

10.4 Annexure – Minimum Technical Specifications

The specifications provided below are minimum technical specifications and SI can propose higher specifications required to meet the SLAs as defined in this RFP.

10.4.1 Blade Chassis

S. No.	Item	Description
1.	Blade Chassis	Solution to house at least 14 Dual Socket Blade Servers or 7 Quad Socket Blade Servers in smallest number of enclosures. Industry standard suitable for housing in Industry Standard Server Racks.
		It should have support for Dual Socket and Quad Socket blades in the same enclosure, occupying 9U-12U rack units.
		Additional 2 nos. of minimum slots should be available within the offered enclosures after populating 12 dual socket Blade Servers for further scalability of servers.
		Same enclosure should support Intel Xeon / AMD/ RISC / EPIC based blades.
		Should support Redundant Management Modules.
		Dual network connectivity for each blade server for redundancy should be provided
		DVD ROM can be internal or external, which can be shared by all the blades allowing remote installation of S/w and OS
		Support simultaneous remote access for different servers in the enclosure.

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S. No.	Item	Description
2.	Interconnect	Should support housing of Ethernet, FC, iSCSI, IB interconnect fabrics, offering Hot Pluggable & Redundancy as a feature. Enclosure Should have No-Single-Point-of-Failure Architecture with adequate numbers of Interconnect Bays.
3.	Blade Server Interconnect to LAN/ Network	Redundant 10 Gbps ethernet modules should be provided each with atleast 4 x 10Gbps SFP+ and 4 x 1Gbps ports along with dedicated 10Gbps downlink connection to the blade chassis. Each Ethernet module should atleast support 10 Nos of 10Gbps or 1Gbps uplink ports.
4.	Blade Server Interconnect to ext. FC SAN	Redundant Fibre channel modules each with atleast 4 x 8Gbps uplinks expandable to at least 6 uplink ports is to be provided. The modules should be configured to connect to atleast one FC port of each blade FC HBA and at the same time providing any or both card / port level redundancy.
5.	Power Supply	The enclosure should be populated fully with power supplies of the highest capacity available with the vendor. Power supplies should support N+N as well as N+1 redundancy configuration, where N is greater than 1. Should offer choice of a single phase or 3 phase power subsystem for flexibility in connecting to data center power enabled with technologies for lower power consumption
6.	Cooling	Each blade enclosure should have a cooling subsystem consisting of redundant hot pluggable fans or blowers enabled with technologies for improved power consumption and acoustics
7.	Warranty	Onsite 5 years comprehensive warranty, 24 x 7 support with 4 hrs. response time.
8.	System Software	Management/controlling software have to be from the OEM itself. It should provision for a single console to monitor multiple enclosures; Should support simultaneous remote access for different servers in the enclosure The management software should provide proactive notification of actual or impending component failure alerts. Should support automatic event handling that allows notification of failures via e-mail. Should be able to perform comprehensive system data collection and enable users to quickly produce detailed inventory for managed devices. Should help to proactively identify out-of-date BIOS, drivers, and Server Management agents and enable the remote update of system software/ firmware components.
9.	Deployment	Must have the capability of deploying multiple Operating Systems on the servers simultaneously and also be able to schedule deployment as and when needed. Must have the capability of capturing and deploying OS images. Must have the capability of configuring the hardware and changing system settings such as RAID level before the deployment of the Operating System. Must also have the capability of capturing the hardware settings and replicating it across servers.

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S. No.	Item	Description
10	Remote Management	Must have real time Virtual KVM functionality and be able to perform a remote Power sequence. Must provide both Java & Java-free browsing options.
		Must have the ability to map the remote media to the server. Also must have the ability to transfer files from the user's desktop/laptop folders to the remote server with only the network connectivity
		Must have the ability for multiple administrators across remote locations to collaborate on the remote session even in a server.
11	Performance Management & Alerting	Must have the ability to perform a hardware level (32 bit & 64 bit) measurement. Must also monitor CPU, I/O, Memory, Storage & Network
		Must have the ability to provide comprehensive recommendations for the issue and the resolution.
		Must have the ability to automatically trigger events and alerts based on performance issues or thresholds set
12	Integration with Enterprise Management software	Must have the ability to get event and traps from the Data Centre equipment. Also must integrate with the higher level management such as Open View, Tivoli & Uni-Centre. Must also have the ability to send the alerts to required administrator for further actions.
13	Contract & Warranty Management	There shall be an option to track warranty information of servers and also send alerts when the warranty is about to expire through website or alerts. Necessary reports, if required, can be generated.
14	Power Management	Must be able to show the actual power usage and actual thermal measurements data of the servers. Must also show a historical trend of power and temperature and show comprehensive power reports.
		Must be able to automatically shut down the servers if required, based on user policies and schedules.
		Must be able to cap the power of individual server or a group of servers. Must be able to intelligently assign the power to the appropriate server in the pool based on policy settings.

10.4.2 Blade Servers

S. No.	Item	Description
1.	Processor	Latest generation x86-64 processor, 4 nos. of Intel 8 Core E5-4620 processor or Higher, based on Intel C600 series chipset, offering 16 MB shared L3 cache (Depends on processor)
2.	Memory	128 GB DIMMS scalable to at least upto 1TB, using DDR3 Load Reduced DIMM (LRDIMM) memory modules.

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S. No.	Item	Description
3.	Memory Protection	<ul style="list-style-type: none"> • Data bus ECC protection • Rank sparring (on line spare) • DIMM address/control bus parity protection • Failed DIMM isolation • Demand / Memory scrubbing • Memory thermal control
4.	Hard disk drive	2 * 300 GB hot plug SFF SAS drives.
5.	Storage Controller	Integrated PCIe 3.0 SAS Raid Controller with RAID 0/1/5 with 512MB of cache on board.
6.	Networking features	<ul style="list-style-type: none"> • Server should support 4 port 1Gbps network adaptor along with dedicated 1Gbps Management port • Embedded two Dual Port 10GbE Ethernet ports
7.	Interfaces	Minimum of 1 * internal USB 2.0 port and / OR 1* internal SDHC card slot
8.	Blade Server Connectivity to SAN	Should be capable of supporting a 8Gbps Dual port Fiber Channel HBA internal to the Server Blade.
9.	Bus Slots	Minimum of 2 Nos. of PCIe 3.0 based mezzanine slots supporting Ethernet, FC adapters and should be x16 slots
10.	Graphics	Integrated G200
11.	Industry Standard Compliance	ACPI 2.0 Microsoft® Logo certifications USB 2.0 Support IMPI 2.0 Secure Digital 2.0 TMP 1.2 Support IEEE (specific IEEE standards depending on Ethernet adapter card(s) installed) Advanced Encryption Standard (AES) SNMP SSL 2.0 Active Directory v1.0 PCIe 3.0 DMTF Systems Management Architecture for Server Hardware
12.	OS Support	Microsoft Windows 2008 R2 Microsoft Windows 2008 (32 bit and 64 bit) Microsoft Windows Server 2008 Standard Edition (32 bit and 64 bit) Microsoft Windows Server 2008 Enterprise Edition (32 bit and 64 bit) Red Hat Enterprise Linux (latest version – 5.7 / 6.0 etc.) (32 bit and 64 bit) SUSE LINUX Enterprise Server 11 (32 bit and 64 bit) SUSE LINUX Enterprise Server 10 (32 bit and 64 bit) VMware ESX 4.1 VMware ESXi 5.0
13.	Warranty	5 years, 24x7, 4Hour response comprehensive warranty
14.	Provisioning	Essential tools, drivers, agents to setup, and deploy the server should be embedded inside the server. There should be a built -in Update manager that can update firmware of system by connecting online.

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S. No.	Item	Description
15.	Remote Management	System remote management should support browser based graphical remote console along with Virtual Power button, remote boot using USB/CD/DVD Drive. It should be capable of offering upgrade of software and patches from a remote client using Media/image/folder; It should support server power capping and should have support for multifactor authentication.
		Server should support agentless management using the out-of-band remote management port.
		The server should support Active Health System which monitors and records changes in the server hardware and system configuration. It assists in diagnosing problems and delivering rapid resolution when system failures occur.
		Applications to access the server remotely using popular handheld devices based on Windows or Android or Apple IOS should be available
		Should support remote console sharing with users as per requirements. Should provide remote firmware update functionality. Should provide support for Java free graphical remote console.
16.	Server Management	The Systems Management software should provide Role-based security
		Should help provide proactive notification of actual or impending component failure alerts on critical components like CPU, Memory and HDD.
		Should provide an online portal that can be accessible from anywhere. The portal should provide one stop, online access to the product, support information and provide information to track warranties, support contracts and status. The Portal should also provide a Personalized dashboard to monitor device health, hardware events, contract and warranty status. Should provide a visual status of individual devices and device groups.
		Should support scheduled execution of OS commands, batch files, scripts, and command line apps on remote nodes
		Should be able to perform comprehensive system data collection and enable users to quickly produce detailed inventory reports for managed devices. Should support the reports to be saved in HTML, CSV or XML format.
		Should help to proactively identify out-of-date BIOS, drivers, and Server Management agents and enable the remote update of system software/firmware components.
		The Server Management Software should be of the same brand as of the server supplier.
17.	Additional requirement	Manufacturer should be listed in top 3 companies as per latest Gartner / IDC rankings.

10.4.3 SAN Switches

S. No.	Item	Description	
1	Architecture / Scalability / Performance / Management / Availability	Minimum Dual SAN switches shall be configured where each SAN switch shall be configured with minimum of 24 Ports scalable to 48 ports.	
2		Required scalability shall not be achieved by cascading the number of switches and shall be offered within the common chassis only	
3		Should deliver 8 Gbit/Sec Non-blocking architecture with 1:1 performance for up to 48 ports in an energy-efficient fashion	
4		Should protect existing device investments with auto-sensing 4, 8, and 16 Gbit/sec capabilities.	
5		The switch shall support different port types such as FL_Port, F_Port, E_Port, EX_Port.	
6		The switch should be rack mountable	
7		Should provide enterprise-class availability features such as redundant and hot pluggable components like power supply and FAN	
8		Non-disruptive Microcode/ firmware Upgrades and hot code activation.	
9		Switch shall have support for web based management and should also support CLI.	
10		The switch should have USB port for firmware download, support save, and configuration upload/download.	
11		Offered SAN switches shall be highly efficient in power consumption.	
12		Switch shall support POST and online/offline diagnostics, including RAS trace logging, environmental monitoring, non-disruptive daemon restart, FCping and Pathinfo (FC trace route), port mirroring (SPAN port).	
13		Intelligent Networking	Offered SAN switch shall support services such as Quality of Service (QoS) to help optimize application performance in consolidated, virtual environments. It should be possible to define high, medium and low priority QOS zones to expedite high-priority traffic
14			The switch shall be able to support ISL trunk for optimal bandwidth utilization and load balancing.
15	SAN switch shall support to restrict data flow from less critical hosts at preset bandwidths.		
16	It should be possible to isolate the high bandwidth data flows traffic to specific ISLs by using simple zoning		
17	The Switch should be configured with the Zoning and shall support ISL Trunking features when cascading more than 2 numbers of SAN switches into a single fabric.		
18	Offered SAN switches shall support to measure the top bandwidth-consuming traffic in real time for a specific port or a fabric which should detail the physical or virtual device.		

10.4.4 SAN Storage

S. No.	Description
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1.	The proposed Storage array should have at least Dual active-active storage Controllers and should be upgradable to 4 controllers with battery backed cache supporting to At least 24hrs or more for or cache de-staging mechanism of complete cache protection. The array proposed should be in an end-to-end minimum 4 GBPS architecture.
2.	The Storage should be configured with 40TB usable capacity with RAID 5 configuration using 300 GB or higher SAS drives with 10K/15K RPM
3.	The storage array shall be configured with at least 32 GB of mirrored/protected cache scalable to 64 GB cache or more within the same storage array for disk I/O operations
4.	The Storage subsystem should have at least 4 nos. of front-end host ports and at least 4 nos. of back-end drive ports. Also the storage system should support internal/external iSCSI ports.
5.	The storage system should be scalable to Minimum 250 TB using SAS drives.
6.	Must be able to support intermix disk capacity 300 GB or higher FC/SAS and SATA/FATA or equivalent disks.
7.	All the necessary management software to be supplied to configure and manage the storage subsystem, RAID configurations, logical drives allocation & snapshot for the configured capacity of the array.
8.	Dynamic Features should include – Dynamic Array/Volume and LUNs expansion. All features should be available while the system/applications are online.
9.	Redundant power supplies, batteries and cooling fans and data path and storage controller.
10.	Multipath & Load balancing software for all SAN connected servers shall be provided.
11.	All the offered controllers shall be interconnected either in FC/Crossbar/Direct Matrix/Meshed architecture for maximum performance.
12.	Offered Storage Array shall support distributed Global/local hot Spare for offered Disk drives per enclosure.
13.	Offered Storage Array shall support distributed Global/local hot Spare for offered Disk drives per enclosure.
14.	Storage should support RAID level 0, 1, 5 and 6. All RAID shall be hardware based RAID.
15.	Should support multi OS like Windows, LINUX, AIX, HP-UX, SUN Solaris etc.
16.	The Storage shall have functionality to take point-in time copy and full volume copy and license for the same should be supplied.

17.	<p>The proposed SAN storage should supply with SAN storage management software with following specifications:-</p> <ul style="list-style-type: none"> • Shall provide highest version of Storage Array configuration and Management software. • Should support storage virtualization, i.e. Easy logical drive expansion • Should support hot-swappable physical drive raid array / storage pool expansion with the addition of extra hard disks • Should be able to allocate logical spaces to multiple operating Systems in the same storage facility • Offered storage shall support non-disruptive online firmware upgrade for all the Controllers and disk drives. Offered storage shall support non-disruptive dynamic migration of Volume from one Raid set to another set. • Should be able to support clustered and individual servers at the same time • Should be able to take "snapshots" of the stored data. • Vendor should also offer storage performance monitoring and management software
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10.4.5 Tape Library

Parameter	Functionality
Requirement	<p>The SI should configure a tape library and the number of drives based on the following Factors.</p> <ol style="list-style-type: none"> 1. Volume of Data- 40 TB 2. Backup time- 8 Hours 3. Drive Type- LTO6 <p>The Minimum number of Drives offered should be arrived using the practical speed of backup of LTO Gen6 but not less than 8 drives (redundancy not counted for) for full backup in a single instance.</p>
Capacity	<ol style="list-style-type: none"> 1. Shall be offered with Minimum of eight LTO6 FC tape drives. Tape Drive shall support encryption. 3. Shall be offered with 80 Cartridge slots.
Tape Drive Architecture	Offered LTO6 drive in the Library shall conform to the Continuous and Data rate matching technique for higher reliability.
Speed	Offered LTO6 drive shall support 160MB/sec in Native mode and 400MB/sec in 2.5:1 Compressed mode.
Scalability	Tape Library shall be scalable to 5000 slots and 40 number of LTO-6 Drives within the same Library.
Connectivity	Offered Tape Library shall provide 8Gbps native FC connectivity to SAN switches.
Partitioning	Offered Tape Library shall have partitioning support so that each drive can be configured in a separate partition

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Management	Tape Library shall provide web based remote management.
Encryption device	Offered Library shall be provided with a hardware device like USB key, separate appliance etc. to keep all the encrypted keys in a redundant fashion.
Other Features	<ol style="list-style-type: none"> 1. Shall be rack mountable. 2. Shall have option for redundant power supply 3. Tape Library shall be supplied with software which can predict and prevent failures through early warning and shall also suggest the required service action. 4. Offered Software shall also have the capability to determine when to retire the tape cartridges and what compression ratio is being achieved

10.4.6 Backup Software

Operating System & Clustering Support	The proposed backup solution should be available on various OS platforms such as Windows and UNIX platforms The SI should configure the backup server on Windows/Linux platform.
	The proposed backup solution shall support industry leading cluster solution such as MSCS, MC Service Guard, Veritas Cluster etc.
User Interface	The proposed backup solution shall have same GUI across heterogeneous platform to ensure easy administration.
	The proposed backup solution software has inbuilt Java/Web based GUI for centralized management of backup domain.
High Availability Features	The proposed backup solution should support tape mirroring of the same job running concurrently with primary backup.
	The proposed backup solution should allow creating tape clone facility after the backup process.
Licensing	The proposed backup solution shall be configured in such a fashion that no extra license for file backup of clients is required
	The proposed backup solution shall be configured with preferably unlimited file backup client or atleast 250 file backup client and media licenses for both SAN based backup and LAN based backup. The SI should configure at least 8 drives on the Tape library that can be targeted by any number of servers for a SAN based backup
	The proposed backup solution must not require separate licensing when upgrading from a lower end server (1-2 CPU-based) to higher servers with higher number of CPUs/Cores The SI Should configure/offer License for the Number of drives being offered in the Solution.
	The SI should also configure/offer the Online backup agents for Minimum of 4 Databases, for the required database.
Streaming and Multi-plexing	The proposed backup solution should support the capability to write up to 32 data streams.
	The proposed backup solution support de-multiplexing of data cartridge to another set of cartridge for selective set of data for faster restores operation to client/servers
Database Support	The proposed backup solution has certified "hot-online" backup solution for different type of databases such as Oracle, MS SQL, Sybase etc. The proposer should configure online agents for Windows platform for at least two database servers

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	The proposed backup solution shall also support granular recovery for VMware , Exchange server, Share point Portal
Restore	The proposed backup solution must be able to rebuild the backup database/catalog from tapes in the event of catalog loss/corruption.
	The proposed backup solution shall provide granularity of single file restore.
	The proposed backup solution must support MS Exchange single email restores.
	The backup software should support object level restore.
Search and Compliance	The proposed backup should support searching data using either structured and unstructured Information
	The proposed backup software should support contextual search based on meaning.
On Premise and Hosted Model Support	The proposed backup software should support both on-premise and secure hosted backup solution
IP v 6	The proposed backup software should be IP v6 compliant
Other Features	The proposed backup solution must support full automated transfer of disk backup images to tape on a scheduled basis.
	The proposed backup solution shall support synthetic full backup / Virtual full backups.
	The proposed backup solution shall also support disk based virtual full backup approach.
	The proposed backup solution shall be able to copy data across firewall.
	The proposed backup solution shall support automatic skipping of backup during holidays.
	The proposed backup solution must support at least AES 256-bit encryption capabilities.
	The internal backup catalogue database should not have a big foot print.
	The backup software should support object based restore option for the most granular restore options
	The backup software should support instant recovery of Exchange, SQL and Oracle databases.
	The backup software should support restore of one single mail from Exchange back up VMWare backup/HyperV backup.

10.4.7 LCD signature Tablet

Display	:	Monochrome Reflective TFT LCD
Size :	:	10.2 x 7.6 cm (diagonal 5")
Resolution (max)	:	640 x 480 pixels
Protective screen	:	Anti-glare
Other	:	Real-time visualisation of the signature on screen Pen and tablet
Reading method	:	Electromagnetic Resonance (EMR)
Battery-free & cordless pen	:	Yes
Data interfaces Full speed	:	USB
Power management	:	USB BUS power
Data cable	:	USB

10.4.8 Firewall

- Physical attributes
 - Should be mountable on 19" Rack
 - Modular Chassis
 - Internal redundant power supply
- Interfaces
 - 4 x GE, upgradable to 8 GE
 - Console Port 1 number
- Memory
 - Minimum RAM 1024 MB, Upgradeable to 2048 MB RAM
 - Flash 256 MB Upgradeable to Flash 512 MB
 - Encrypted throughput: minimum 800 Mbps
 - Concurrent connections: up to 1,000,000
 - Simultaneous VPN tunnels: 2000
 - Clear text throughput: Up to 7 Gbps
- Routing Protocols
 - Static Routes
 - RIPv1, RIPv2
 - OSPF
- Protocols
 - TCP/IP, PPTP
 - RTP, L2TP
 - IPSec, GRE, DES/3DES/AES
 - PPPoE, EAP-TLS, RTP
 - FTP, HTTP, HTTPS
 - SNMP, SMTP
 - DHCP, DNS
 - Support for IPv6
- Other support
 - 802.1Q, NAT, PAT, IP Multicast support, Remote Access VPN, Time based Access control lists, URL Filtering, support VLAN, Layer 2 Firewall, Virtual Firewall, Radius/TACACS
- QoS
 - QoS features like traffic prioritization, differentiated services, committed access rate. Should support for QoS features for defining the QoS policies.
- Management
 - Console, Telnet, SSHv2, Browser based configuration

- SNMPv1, SNMPv2

10.4.9 Intrusion Prevention System (IPS)

- Features
 - Layer 7 Inspected Throughput of 1 Gigabit scalable to 3 Gigabit
 - Minimum 4 Numbers of Gigabit segments scalable to 7 numbers of Gigabit segments
 - Should support fail-open to four Gigabit segments in case of hardware / software failure
 - Should protect against DoS/ DDoS / SYN-flood/ TCP-flood /UDP-flood
 - Must have “Zero-day” protection against DoS/DDoS and worm attacks based on traffic behavior. Also it should mitigate Zero day http floods and brute force attack & vulnerability scanning attempts based on traffic behavior analysis
 - Capable of applying the security policies based on VLAN ID, Source/Destination subnets
 - Flexibility to create new policies or modify existing policies in real time
- Action on detection
 - Block attacks in real time, Drop Attack Packets, Packet Logging
 - Reset Connections, Action per Attack
 - Support for detailed intrusion alarms
- Stateful Operation
 - TCP Reassembly
 - IP Defragment
 - Bi-directional Inspection
 - Forensic Data Collection
 - Access Lists
- Signature Detection
 - Vendors Signature Database – minimum 2000
 - Should support Automatic signature synchronization from OEM database server on web
- Extensive protocol monitoring: should support monitoring of protocols such as TCP/IP, ICMP, FTP, UDP, SMTP, HTTP, SNMP, DNS, RPC, NetBIOS, Telnet etc
- Should also have the ability to monitor MPLS and 802.1Q (trunked) traffic
- Alerting SNMP, SMTP support / Email Notification
 - Log File, Syslog / SDEE support
- Operations
 - Should support 24/7 Security Update Service
 - Should support automatic Real Time signature update
 - Should support Provision to add static own attack signatures
- Reporting
 - System should provide centralized reporting and management.
 - System should provide comprehensive security event reporting

- Management
 - Console, SSH, Telnet, HTTPS, HTTP, SNMP v1, v2

10.4.10 KVM Switch

- It should have a minimum of 16 ports scalable & upgradeable.
- It should support 2 remote users and 1 user at the rack
- Remote Access appliance should have the following functionalities
 - It should take control of servers at BIOS Level
 - It should facilitate both in-band & out-of band access
 - It should be able to integrate with intelligent power strips, so as to be able to reset power of remote device at port level.
 - Remote access of both Servers and serial devices such as routers (through same or different appliances).
 - It should have facility to integrate with secure management device
 - Gigabit Ethernet ports.
 - Virtual Media Support of multiple media including 'ISO image' files
- Dual (redundant) Power supply
- Dual Ethernet with Failover
- PC selection – On screen Display menu hot key
- 19 inch Rack mountable design
- KVM access over IP
- Browser based Management available at both remote and local (Supported Browsers = Internet Explorer for MS-Windows, Firefox for MS-Windows and Linux)
- Support for resolution of 1600*1200 or above
- Single window access to all equipment.
- Equipment access logs and event history and send email alerts based on logs details as triggers
- Logging should be centralizable in one Syslog server.
- Absolute Mouse Synchronization.
- **IP KVM Control Center**
 - The management appliance should provide unified, secure access to KVM, serial and power ports of Data Centre devices via a Web browser.
 - It should provide policy and security management of users and devices connected to KVM, other embedded solutions like HP iLO/RILOE, IPMI, Dell DRAC4, IBM RSA II, as well as, other in-band software solutions such as RDP, VNC, and SSH
 - It should be able to assign specific node access to a specific user.
 - It should allow the administrators to access manage and view all equipment, manage users and access permissions from a single remote device.

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- It should support Virtual Media Deny, View and Control access policies.
- Should be able to create unlimited user and minimum 10 concurrent users should be allowed.
- It should log user activity (login/logout, connect/disconnect) and configuration changes at both Appliance and managed devices, and status changes of the connected appliances. All of the above can be forwarded to a network management system or enterprise notification system via SNMP or Syslog.
- Powerful security features that enable integration with Active Directory external authentication tools
- Flexible session time-outs
- "Strong" user name and password authentication
- Network Interfaces allows: TCP/IP, HTTP/HTTPS, SSL, DNS, LDAP/LDAPS
- Auto-discovery with device-availability status, and alarms
- An array of flexible logging and reporting options with audit trails for diagnostics and troubleshooting
- View and manage active user sessions and active ports in real time
- OS Support: Windows 2012 Server, Linux, UNIX

10.4.11 Desktop

S. No.	Parameter	Functionality
1.	Processor	Intel Core i5-3470 (3.2GHz, 6MB Cache) or higher specifications OR AMD Quad-Core A8-6500B Processor
2.	Motherboard	Intel H61 Chipset or Higher on OEM Motherboard or equivalent AMD Chipset and Motherboard
3.	Chipset	Latest Generation compatible chipset to the supplied CPU
4.	RAM	Memory 4GB (2x2GB) expandable to 8GB Non-ECC DDR3 1333 MHz SD-RAM Memory, minimum Two DIMM slots
5.	Hard Disk Drive & controller	HDD500 GB 7200 RPM 3.5" SATA Hard Drive
6.	Optical Drive	Optical Drive16X Max. DVD+/RW
7.	Graphics	Integrated Graphics
8.	Audio	High Definition Audio Card
9.	Ethernet	NIC 10/100/1000; Wake on LAN, PXE 2.1
10.	Slots	3PCI/PCI Express slots, VGA (1),USB 2.0 (8)
11.	Ports	Rear I/O: (6) USB 2.0ports,(1)serial port,(1)RJ-45, (1) VGA,(1)lineout, (1) mic in, Front I/O: (2)USB 2.0 ports

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S. No.	Parameter	Functionality
12	Power Supply	300-watt or higher ATX Power Supply –PFC (Active Power Factor Correction (PFC) power supply). Surge protected.
13	Keyboard	USB keys keyboard (Same make as PC)
14	Monitor	OEM make 18.5" LED Monitor, Maximum resolution - 1366 x 768; Response time (typical)-5ms; TCO6 certification for Monitor;
15	Mouse	USB 2 Button Optical Scroll Mouse(Same make as PC)
16	Compliance And Certification	As per industry standard for PC and energy star & EPEAT Gold
17	Operating System & Other Software	<ul style="list-style-type: none"> • Genuine Preloaded Microsoft Windows 8.1 SL / Red Hat Linux / SUSE Linux/ Ubuntu OS • Preloaded latest version of Open Office
18	On-site AMC	For 05 years onsite comprehensive Warranty

10.4.12 Server (to be used as sever at Category A, B, C SRO offices)

S. No.	Item	Description of Requirement
1	Cabinet	Tower Model Server
2	CPU	Intel Xeon E3-1220v3 Quad Core processor 3.1GHz or better with 8 MB L3 cache Memory or better.
3	Motherboard	Intel® C200 Series Chipset, OEM / Intel original Motherboard
4	Memory	8 GB ECC 1333 MHz DDR3 RAM and min. 4 DIMM slots
5	Bays	4 Bays (Minimum 2 Internal)
6	TFT Monitor	43 cm (17")or larger TFT/wide TFT/LED, TCO-03 or TCO-99 Certified.
7	Optical drive Bay	One optical drive bay to install DVD-ROM or DVD-RW
8	Hard disk drive	2 x 2 TB or higher Enterprise Class SATA HDD 7200 RPM or higher
9	Controller	Four Port RAID Controller for RAID 0/1
10	Networking features	Dual LAN (10/100/1000) Network Card with asset features tracking and security management, remote wake up
11	Ports	4 USB Port, 1 Serial Port
12	Bus Slots	4 PCI/ PCI Express
13	Optical drive	DVD-RW drive
14	Graphics Card	Integrated Matrox G200
15	Keyboard	101 Keys Keyboard
16	Mouse	Optical Mouse
17	Power Supply	Redundant & Hot Plug Power Supplies
18	Fans	Redundant & Hot Plug Fans

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S. No.	Item	Description of Requirement
19	Security	<ul style="list-style-type: none"> • Screen blanking, hard disk and system idle mode in power on, set up password, power supply surge protected.
20	OS Support	<ul style="list-style-type: none"> • Microsoft Windows Server • Red Hat Enterprise Linux (RHEL) • SUSE Linux Enterprise Server (SLES) • Vmware
21	Operating System	<ul style="list-style-type: none"> • Preloaded and Configured Red Hat Enterprise Linux (RHEL)
22	Database	<ul style="list-style-type: none"> • Preloaded latest version of Postgres SQL
21	Warranty	05 year on-site comprehensive warranty. Pre failure warranty on CPU, Memory and Hard disks

10.4.13 6 KVA Online UPS

S. No.	Component	Functionality
1.	UPS Specifications	<p>6 KVA/4800Watt Single Phase Online UPS</p> <p>160 - 280V Input Voltage</p> <p>45/55 Hz +/- 5 Hz Input Frequency</p> <p>220V / 230V +/- 1.0 % (Single Phase) Output voltage</p> <p>16 x 26AH SMF Batteries for 30-40 Minutes backup on full load</p> <p>>=0.8 on resistive load Power factor</p> <p>Sine Wave Generator compatible</p> <p>Rack, links and connectors</p> <p>ISO Certified</p> <p>Protects connected loads from surges, spikes, lightning, and other power disturbances</p> <p>05 year warranty on UPS and Batteries</p>

10.4.14 Biometric Device

S. No.	Item Description
1.	500dpi Resolution Scan capture area: 12.6 mm x 14.8 mm USB 2.0 (High Speed) USB BUS Power source High quality fingerprint image Max. acquisition Time – Less than 5 Sec Counterfeit finger rejection Compatible with Windows 7, CE, XP Professional, Linux 05 years onsite warranty

10.4.15 Digital Camera

Specifications
Digital Camera with 10 Mega Pixels or higher with minimum 3x optical zoom, 05 years warranty

10.4.16 Network LaserJet Printer

S. No.	Item	Specifications
1.	Printer Specification	A4 Size Minimum 25 PPM or more Up to 600 x 600 x 2 dpi (1200 dpi effective output) Automatic Two Sided (Duplex) Printing USB 2.0 and 10/100 Ethernet Network support 32 MB Memory (05 years warranty)

10.4.17 16 port 10/100/1000 unmanaged Switch

Feature	Specification
Standards	10BASE-T, 100BASE-TX & 1000BASE-T 802.3 Ethernet, 802.3u Fast Ethernet. 100-240VAC, 50/60 Hz Internal Power supply 05 years onsite comprehensive warranty

10.4.18 DG Set – 10 KVA

Feature	Specifications

Feature	Specifications
DG Set Specifications	<p>12V Electric starting system Air cooled Cooled Diesel engine Min 1500 RPM</p> <ul style="list-style-type: none"> • Integrated cooling system (blower) • Mico fuel pump with Mechanical Governor • Dry type air cleaner • Exhaust Silencer • Lube Oil filter (Spin On Type) • Fuel Oil filter (Spin On Type) • 12V Electric starting system • Battery charging alternator • Stop solenoid • Lube Oil pressure gauge • Cylinder headtemp Gauge • Ammeter battery charging • First Fill of Lube oil • Self- excited & self- regulated • Fuel tank suitable for 8 Hrs. of continuous running with necessary piping and fuel gauge, drain valve, inlet and outlet connections. • Arrangement, air vent & drain plug arrangement • 13 Plate, 88 Amps, 12 Volts Battery • IS 10002, ISO-3046, BS 5514 standard • Sound proofing of the enclosure done with quality Foam confirming to IS: 8183 <p>Gen-set Display Parameters</p> <ol style="list-style-type: none"> 1) Phase Voltage 2) Line current 3) Frequency & PF 4) Average Voltage 5) Average Current <p>Engine Display parameters</p> <ol style="list-style-type: none"> 1) Oil Pressure 2) Engine Temperature 3) Fuel Status 4) Engine speed 5) Battery Voltage

10.4.19 LAN Cabling

Item	Specifications
CAT 6 U / UTP	4 Pair Cable, 23 AWG bare Solid Copper

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Item	Specifications
cable for LAN work	CLASS EA according to IEC61156-5 (for ISO/iec- 118012 - 2nd Edition), Cable jacket material: PVC 250 MHz data transmission frequencies Characteristic Impedance: 100+/- ohm@1-600Mhz The cable should be supplied in 305 m reel
Patch panel – 24 port	High Density, 24 ports Complies with Category 6 requirements of the standards ISO/IEC Suitable for 10GBase-T applications in acc. with IEEE standards Each port should be individually terminated i.e. each Port should be individually replaceable & provide consistent port-to-port performance. Patch panels shall be modular in design and capable of supporting Cat 6 UTP/FTP and S/FTP modules on same port. The same panel should have the capability of terminating multimode and single mode fibres alongside the copper terminations.
Civil work	PVC conduit / casing / capping with accessories, any other required components such as labels, ferrules etc., and along with civil works (as required) at the office.
Patch cord UTP	<ul style="list-style-type: none"> Standardization: Compliant with Cat 6, Class E (250 MHz) requirements Patch Cords should have PVC jacket with conductor diameter copper strand Cat 6 patch cord plug to have metal screening & round cable holder and strain relief boot to avoid bending.

10.4.20 Network Rack

Item	Specifications
Network Rack	Network Rack for UTP Switch 9U/6U Network rack PDU and all necessary accessories

10.4.21 Laptop

Feature	Specification
Processor:	4th Generation Intel® Core™ i5-4200M (2.5GHz, 3MB L3 cache, 2 cores) Up to 3.1GHz with Intel Turbo Boost Technology
Chipset :	Intel HM87 Express
Std./Max Memory:	4-GB DDR3L SDRAM, 1600 MHz, two slots supporting dual-channel memory with max expandability to up to 16 GB.

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Hard Disk:	500 GB 7200 rpm SMART SATA II Hard Drive with 3D Drive guard And Drive Encryption
Display:	14" diagonal LED-backlit HD anti-glare (1366 x 768)
Optical Drive	DVD+/-RW SuperMulti DL Drive
Graphics Card:	Intel HD Graphics 4600
Webcam	720p HD webcam
Audio:	Integrated stereo speakers ,Integrated digital microphone (dual-microphone array when equipped with optional webcam),Function keys for microphone mute, volume up, volume down, Stereo headphone/line out, Stereo microphone/line in
Interfaces:	2 USB 3.0 ports, 2 USB 2.0 ports, 1 HDMI 1.4a, 1 VGA, 1 stereo microphone input, 1 headphone/line out, 1 RJ-45 (Ethernet), 1 power connector .
Expansion Slots	Multi Media Reader Slot supporting SD, SDHC, SDXC, Memory Stick, MSXC
Communication:	10/100/1000 Ethernet Controller
Wireless Devices:	Integrated wireless LAN Having Support For 802 11b,g and n Bluetooth 4.0 Compliant or higher
Key Board:	Keyboard features an industry standard.
Operating system:	Windows 8 SL
Battery:	6-cell (47 WHr) Lithium-Ion battery
Warranty :	5 Years onsite warranty
Weight	Less than at 2.20 kg with optical drive.
Security	File Sanitizer, Device Access Manager with Just in Time Authentication, Drive Encryption, and security lock slot.
Environmental Regulations	ENERGY STAR, EPEAT Gold

10.4.22 Offline / Line Interactive UPS

Item	Specifications
700 VA Line Interactive UPS	700 VA Offline / Line Interactive UPS 160-270V AC Input 230 +/- 10% Output Voltage 2 Nos. of 12V 7Ah Batteries 45 Minutes Battery 05 years warranty

10.5 Annexure – Minimum Qualifications and experience of manpower

The table below indicates the minimum qualification and experience requirements of the staff to be deployed by SI for the project. Any resources not meeting the below mentioned criteria shall not be deployed under the project by SI.

Position	Min. Qualification & experience requirements
Project Manager	<ul style="list-style-type: none"> • B.Tech / BE /MCA and MBA • Overall experience of at least 10 yrs. in the field of IT project management • Should be fluent with Hindi and English • Should have handled at least 2 large scale projects with any central / state government / PSUs with project value of at least INR 50 Crores • Must have handled one System Integration Turnkey project for Central / State Government / PSUs for project value of at least INR 50 Crores • Excellent writing, communication, time management and multi-tasking skills
Database Administrator	<ul style="list-style-type: none"> • B.Tech / B.E. (Computer Science/IT/Electronics) / MCA • Minimum 7 years of proven professional experience as DBA in administering production databases like Oracle10g, Postgres etc. • Certification in database administration in Oracle10g • Experience and certifications in Postgres preferred • Must have handled projects for at least 2 Central / State government / PSUs as DBA handling large database • Full computer literacy and excellent fluency in Hindi & English language.
System Administrator	<ul style="list-style-type: none"> • B. Tech/ BE / MCA / M.Sc. (IT/CS). • Relevant OEM Certifications • At least 7 years of experience in systems administration of Linux / Windows • Must have handled at least 2 large scale IT projects managing access rights, and performance of the system • Must have handled datacentre activities for at least 1 large scale IT project • Fluency in Hindi & English language reading and writing
Network Administrator	<ul style="list-style-type: none"> • B. Tech/ BE / MCA / M.Sc. (IT/CS) • Relevant certification like CCNA / CCNP / PIX / CISA etc. • Experience of at least 5 years in network management • Experience in Network Administration and must be well versed with Routing and Switching devices and technologies like ATM, Frame Relay, MPLS, Wireless, Broadband and Protocol Analysis Tools • Must have handled network systems for at least 1 large scale IT project • Experience in Information Security technologies like Anti-virus, Firewalls, 2 & 3 factor Authentication, IDS, IPS, Content Filtering, Encryption, VPN, Threat

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Position	Min. Qualification & experience requirements
	<p>Management and be familiar with Information Security Audit parameters</p> <ul style="list-style-type: none">• Fluent in Hindi & English language reading and writing.
Technical field staff	<ul style="list-style-type: none">• B. Tech / BE / MCA / M.Sc. (IT/CS) / Diploma• Relevant technical certifications like CCNA / CCNP etc. preferred.• Experience of at least 2 years in technical and operational support services (like hardware and network support, troubleshooting etc.), IT infrastructure management etc.• Fluent in Hindi & English language reading and writing.

10.6 Annexure – Site preparation requirements

The tentative specifications for the site preparation work to be carried out at all the sites are as follows.

S. No.	Activity	Description
1.	Earthing	<ul style="list-style-type: none"> • Copper plate 600 mm x 600 mm x 3 mm should be placed in an earth pit • 1 " x 3 mm Copper strip through 1.5 " GI Pipe fastened to the plate with nut and bolts (8 SWG copper can be used for power requirements of computers are less than 5 KVA) • Earth pit depth 14' or till the point where dampness of underground water is available • Additional 3/4" GI pipe with funnel like top for watering the pit in summer so that the pit retains its dampness • 5 Kg of salt and 100 Kg of coal should be filled in the pit in layer after plate and pipes fittings. • Measure the earth resistance at the pit and ensure it should not exceed 5 Ohms • Earth to neutral voltage not to exceed 3 Volts at any point • Copper strip should be connected to distribution mains and from there copper earth should be connected to all computer and LAN electrical points
2.	Electrical work for computerization	<ul style="list-style-type: none"> • Exhaust fan in UPS room • Input to central UPS through power panel with ELCB and MCB • Central UPS output through multiple independent circuits with suitable MCB's for the computers, ancillary items and routers / switches. • Switch boards of required AMP for all computers and ancillary items • 3" channel may be used for power distribution in the computer room, in this case switches and sockets should also be fixed on the channel itself <p>Precautions</p> <ul style="list-style-type: none"> • Use of extension boards should be avoided • Regular checkup of earthing of the computer center, keeping the earth pit in proper moist condition by watering it especially during dry seasons.

Note: - In Bill of Quantity, quote for the entire site preparation work specified as above for all the client location as one job.

Section 11 – Formats for response to RFP

11 Formats for response to Qualification Bid

11.1 Format – Proposal Covering Letter

[Date]

To,

The Managing Director

U.P. Electronics Corporation Limited

10, Ashok Marg, Lucknow - 226001

Reference: Request for Proposal (RFP): Submission of Qualification Bid for ‘Selection of System Integrator for Implementation of e-Governance in Registration offices across the State of Uttar Pradesh’ w.r.t. RFP reference no. <<>> dated <<>>

Dear Sir,

Having examined the RFP document, Service Level Agreement, etc. including Addenda/ Amendments to the above, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide procurement, operate, maintenance and other services as required and outlined in the RFP for Selection of SI for Implementation of e-Governance in Registration offices across the State of Uttar Pradesh.

We are submitting this Qualification Bid on our own, **OR**, We are submitting this Qualification Bid as the Lead Partner of a consortium consisting of the following companies/firms:

Company / Firm Name	Address

In the capacity of the Sole bidder (Prime bidder in case of Consortium), we declare that we have requisite technical competence and experience and are interested in the Project, should the UPLC select us for this purpose. We attach hereto the qualification response as required by the RFP, which constitutes:

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 20,000 /- (Rupees twenty thousand only) as RFP Document fee.

b. Earnest Money Deposit (EMD)

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We have enclosed an EMD in the form of a Demand Draft/Banker's Cheque/Bank Guarantee for the sum of INR 1,25,00,000 (Rupees One crore twenty five lacs only).

- c. Our credentials as per the requirements specified in the RFP.
- d. We are also enclosing Power of Attorney / Board Resolution for the authorized signatory to sign the bid on behalf of Sole bidder / Prime bidder.
- e. (In case of consortium) We are enclosing authorization from the authorized signatory of the consortium member authorizing us to act as 'Prime bidder' for this Project and confirming that all consortium members are jointly and severally liable for participating in the proposal and performance of the contract, if awarded.
- f. Consortium Agreement (In case of consortium) clearly indicating the Prime Bidder and the members of the Consortium and their roles & responsibilities as well as the stakes in the consortium.
- g. 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 Section 11.13.

If selected, we understand that it would be on the basis of the requirements as mentioned in the RFP. We understand that the basis for our qualification will depend on our Bid and supporting documents provided along with bid, and that any circumstance affecting our continued eligibility under the RFP, or any circumstance which would or have lead to our disqualification under the RFP, shall result in our disqualification under this process.

We declare that we have disclosed all material information, facts and circumstances to the UPLC, which would be relevant to and have a bearing on the evaluation of our qualification bid and selection.

We acknowledge and understand that in the event that UPLC discovers anything contrary to our above declarations; it is empowered to forthwith disqualify us & our bid from further participation in the process.

We undertake that, if our proposal is accepted, we shall adhere to the implementation plan or such adjusted plan as may subsequently be mutually agreed between us and the UPLC. If our proposal is accepted, we will obtain a Performance Guarantee in the format given in the RFP for a sum equivalent to 10% of the total price as quoted in our commercial proposal for the due performance of the Agreement.

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

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

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true, accurate, and complete to the best of our knowledge. This proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead the UPLC as to any material fact.

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

Dated this Day of **2014**

(Signature) (In the capacity of)

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

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

11.2 Format – General Information about the Bidder / Prime Bidder

General details				
1.	Name of the Bidder/Prime 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			
Financial Details (as per audited Balance Sheets) (in Crores)				
	Year	2012-2013	2011-2012	2010-2011
14.	Net Worth			
15.	Turn Over			
16.	Net Cash Accruals			
Details of the members of the Consortium (Please attach Consortium Agreement)				
17.	Name of the Bidder (member of Consortium)			
18.	Address of the Bidder			
19.	Status of the Company (Public Ltd./ Pvt. Ltd)			
20.	Details of Incorporation of the Company	Date:		

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General details				
		Ref. #		
21.	Details of Commencement of Business	Date:		
		Ref. #		
22.	Valid Sales tax registration no.			
23.	Valid Service tax registration no.			
24.	Permanent Account Number (PAN)			
25.	Name & Designation of the Contact Person			
26.	Telephone No. (with STD Code)			
27.	E-Mail of the Contact Person:			
28.	Fax No. (with STD Code)			
29.	Website			
Financial Details (as per audited Balance Sheets) (in Cr)				
	Year	2012-2013	2011-2012	2010-2011
30.	Net Worth			
31.	Turn Over			
32.	Net Cash Accruals			

11.3 Format – Qualification Check List

S. No.	Clause	Documents Required	Compliance (Yes/No)	Page No.
1	The Bidder (Prime Bidder in case of a Consortium) should be registered under Companies Act, 1956 in India since last 5 years and should have been in IT related services and operations for a period of at least 5 years in India.	<ul style="list-style-type: none"> • Certificate of Incorporation. • Memorandum and Articles of Association. • Certificate of Commencement of Business issued by the Registrar of Companies • Work orders providing evidence to compliance to this criteria (in areas of IT services & operations) confirming year & date 	•	•
1	In case of Consortium, all the partners of the consortium shall be registered under Companies Act, 1956 in India since last 3 years at least and should have been in IT related services and operations for a period of at least 3 years in India.	<ul style="list-style-type: none"> • Certificate of Incorporation. • Certificate of Commencement of Business issued by the Registrar of Companies • Memorandum and Articles of Association. • Work order (in areas of IT services & operations) confirming year & date 	•	•
1	The Bidder (Prime Bidder in case of a Consortium) should have an average annual turnover of at least INR 300 Crores in the last three financial years (i.e. 2010-2011, 2011-2012 & 2012-13) and the consortium partner individually should have an average annual turnover of at least INR 50 crores in the last three financial years (i.e. 2010-2011, 2011-2012 & 2012-13)	<ul style="list-style-type: none"> • Audited Profit and Loss Statement and Balance sheets. • Statutory Auditor Certificate or Certificate from the Company Secretary of the Bidder (Prime bidder in case of consortium) clearly specifying the turnover for the specified years. • Statutory Auditor Certificate or Certificate from the Company Secretary of the consortium partner clearly specifying the turnover for 	•	•

RFP for Implementation of e-Governance in Registration offices across the State of UP

S. No.	Clause	Documents Required	Compliance (Yes/No)	Page No.
		the specified years.		
1	<p>The Bidder (Prime Bidder in case of a Consortium) should have a consolidated minimum positive Net Worth of at least INR 50 crores on the last day in each of the preceding three financial Years for the last financial years i.e. 2010-2011, 2011-2012 & 2012-13). Also, in case of consortium, All the consortium Partners should have positive Net Worth for the last financial Year (2012-13)</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>	<p>Audited annual accounts or Statutory Auditor Certificate or Certificate from the Company Secretary of Bidder (Prime bidder in case of consortium) specifying the Net Worth for the specified years.</p>		

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S. No.	Clause	Documents Required	Compliance (Yes/No)	Page No.
1	The Bidder (Prime Bidder in case of a Consortium) should have a positive Net Cash Accruals of at least INR 30 crores (PAT + Depreciation – Dividends) for the last financial years i.e. 2010-2011, 2011-2012 & 2012-13).	Audited annual accounts or Statutory Auditor Certificate or Certificate from the Company Secretary of Bidder (Prime bidder in case of consortium) specifying the Net Cash Accruals for the specified years.		
1	<p>The Bidder (Prime Bidder in case of a Consortium) should have successfully implemented/implementing at least ONE IT project with value of at least INR 75 Crores in the last 5 financial years (i.e. 2008-09, 2009-10, 2010-11, 2011-12 & 2012-13), in India for any Central / State Government / PSUs / Banks from multiple locations (minimum 150). The scope of such projects should include hardware supply, deployment / development / customization of application software, networking, and system integration.</p> <p><i>Note: Multiple work orders against individual Project for the delivery of services / products during the last 5 years shall be considered.</i></p>	<ul style="list-style-type: none"> • Copy of Work order clearly stating the Project value attested by Company Secretary of the Bidder (Prime bidder in case of consortium) • Certificate of completion by the client OR self-certificate attested by the client. • In case of ongoing project, certificate of partial completion by the client OR self-certificate attested by the client along with payment proof by the client. 	•	•
1	As on date of submission of the proposal, the Bidder (Prime bidder as well as all Consortium partners in case of consortium) shall not be under any	Certificate from the Company Secretary to the effect that the Bidder (from each member in case of Consortium) is not blacklisted by any Ministry/ Department of Government of India/ State		

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S. No.	Clause	Documents Required	Compliance (Yes/No)	Page No.
	declaration of ineligibility for unsatisfactory past performance, corrupt or fraudulent practices, any other unethical business practices or blacklisted either by any Ministry/ Department of Government of India/ State Governments.	Governments.		
2	Bidder (all partners in case of consortium) should possess a valid ISO 9001:2008 certificate or an equivalent certificate.	Copy of the valid ISO 9001:2008 certificate or equivalent certificate issued from the accreditation organization to be submitted as documentary proof.		
2	The Bidder (Prime bidder in case of consortium) shall have on their rolls as on 31 st March 2013 at least 800 technically qualified professionals on its rolls in the area of networking, systems integration, infrastructure maintenance support & services, connectivity etc. Out of which: <ul style="list-style-type: none"> • DBA – Minimum 10 IT professionals with prior experience for over 5 years in Database Administration with relevant DBA certifications. • System Administrator – Minimum 10 IT professionals with prior experience for over 5 years in IT infrastructure management, Service level 	<ul style="list-style-type: none"> • Certificate from Head of HR Department or the Company Secretary for number of technically qualified professionals employed by the Company on its rolls. • Required no. of CVs of professionals as per the format provided in Annexure 14.10 	•	•

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S. No.	Clause	Documents Required	Compliance (Yes/No)	Page No.
	<p>management, Data Centres, managing Operations and maintenance activities with relevant certifications like ITIL, etc. or certifications from client.</p> <ul style="list-style-type: none"> • Network Administrator – Minimum 10 IT professionals with prior experience for over 5 years in IT networking with a valid certification like CCNA / CCNP etc. • Project Managers – Minimum 5 IT professionals with B.Tech/ MCA/ MBA / M.Tech qualifications with prior experience for over 10 years in project Management for large scale IT projects. 			
2	<p>The Bidder (Prime Bidder in case of a Consortium) should have an office in Lucknow, Uttar Pradesh. However, if the local presence is not there in the state, the selected Bidder (Prime bidder in case of Consortium) should give an undertaking for establishment of an office, within one calendar month of issuance of LOI.</p>	<p>Certificate from the Authorized signatory to the effect that the Bidder shall establish an office in Lucknow.</p>		
2	<p>The Bidder shall comply or exceed with all the Technical Specifications and quantities as</p>	<p>Details to be provided as per Section 10.4</p>		

RFP for Implementation of e-Governance in Registration offices across the State of UP

S. No.	Clause	Documents Required	Compliance (Yes/No)	Page No.
	specified in this RFP.			
2	OEM authorization letters in name of Bidder (Prime bidder in case of consortium)	The bidder (Prime bidder in case of consortium) should submit valid letter from the OEMs confirming following: <ul style="list-style-type: none"> • Authorization for bidder (Prime bidder in case of consortium) to quote its products • Confirm that the products quoted are not end of life products • Undertake that the support including spares, patches for the quoted products shall be available for entire duration of the project. 		

11.4 Format – OEM Authorization Letter

(The undertaking will be required from all the OEMs whose components have been proposed in the bid)

[Date]

To,

The Managing Director

U.P. Electronics Corporation Limited

10, Ashok Marg, Lucknow - 226001

Reference: Request for Proposal (RFP): Submission of Qualification Bid for ‘Selection of System Integrator for Implementation of e-Governance in Registration offices across the State of Uttar Pradesh’ w.r.t. RFP reference no. <<>> dated <<>>

Dear Sir,

WHEREAS we, <<name of the OEM>>, having our registered office at <<address of OEM>>, state that we are the official manufacturers / owners of the _____. We, <<name of the OEM>> also 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 the aforementioned components.

We hereby authorize M/s _____ (name and address of the bidder) to bid, negotiate and conclude the contract with you against the above mentioned RFP for the aforementioned component manufactured by us.

We also certify that the components provided by us are not end of life products and the maintenance support / upgrades / patches for the proposed products will be provided till the completion of project.

Sincerely Yours,

Name:

Designation:

Signed:

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

Date:

Note: This letter of authority should be on the letterhead of the concerned OEM and should be signed by an authorized person of OEM.

11.5 Format – Consortium Agreement

(On stamp paper of appropriate value to be purchased in the name of executants companies or as required by the jurisdiction in which executed)

THIS Consortium Agreement executed on this day of..... Two Thousand By:

M/s. a Company incorporated under the laws of and having its registered office at (hereinafter called the “Prime Bidder/Lead Member/First Member” which expression shall include its successors); and

M/s. a Company incorporated under the laws of..... and having its registered office at..... (hereinafter called the “Second Member” which expression shall include its successors) and

The Prime Bidder/Lead Member/First Member and the Second Member shall collectively hereinafter be called as the “Consortium Members” for the purpose of submitting a proposal (hereinafter called as “Proposal”) to U.P Electronics Corporation Limited (hereinafter called “UPLC”) in response to UPLC Request for Proposal Document (hereinafter called as ”RFP” Document) Dated..... to select a Bidder for “Implementation of e-Governance in Registration offices across the State of Uttar Pradesh”.

AND WHEREAS **Section 11.5** of this RFP document stipulates that a Consortium of maximum two companies, meeting the requirements stipulated in the RFP document may submit a proposal signed by Lead Member of the Consortium Members so as to legally bind all the Members of the Consortium who will be jointly and severally liable for the performance and all obligations there under to UPLC. A duly signed Consortium Agreement shall be attached to the Proposal.

NOW THIS INDENTURE WITNESSETH AS UNDER:

In consideration of the above premises all the Parties to this Consortium Agreement do hereby agree as follows:

1. M/s..... shall act as Lead Member for and on behalf of Consortium Members. The said Consortium Members further declare and confirm that we shall jointly and severally be bound and shall be fully responsible unto UPLC for the successful performance of the obligations under the Request for Proposal (RFP) and resulting Agreement(s) submitted / executed by the Lead Member in the event of the selection of Consortium as SI.

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2. That M/s_____ which is the Lead Member of the Consortium shall invest and continue to invest in at least 60% Interest in the Consortium for the Lock In Period as specified in the RFP document.
3. In case of any breach of the stipulations of the RFP Document by the Prime Bidder, Consortium Members along with the Prime Bidder do hereby agree to be fully responsible to carry out all the obligations and responsibilities under the RFP and resulting Agreement(s).
4. If UPLC/ IGRS suffers any loss or damage on account of any breach in the stipulation of the Agreements to be entered into by the Consortium Members, upon its selection as SI pursuant to RFP (the "Agreements") or any shortfall in the performance of the Transaction or in meeting the performances guaranteed as per the RFP and the Agreements, the Consortium Members hereby jointly and severally undertake to promptly make good such loss or damages caused to UPLC on its demand without any demur or contest. It shall not be necessary or obligatory for UPLC to proceed against Prime Bidder before proceeding against or dealing with the other Member(s).
5. The financial liability of the Consortium Members to the UPLC, with respect to any of the claims arising out of the performance or non-performance of obligations under the RFP and the resulting Agreement(s) shall not be limited so as to restrict or limit the liabilities of any of the Members and the Members shall be jointly and severally liable to UPLC.
6. It is expressly agreed by the Members that the sharing of responsibilities and obligations amongst the Members shall not in any way be a limitation of joint and several responsibilities and liabilities of the Members to the UPLC. It is clearly understood that the Prime Bidder shall ensure performance under the Agreements and if one or more Consortium Members fail to perform its /their respective obligations under the Agreement(s), the same shall be deemed to be a default by all the Consortium Members.
7. It is also understood by all Consortium Members that the RFP Document stipulates various obligations as well as terms and conditions related to the Transaction during Proposal stage or thereafter during the subsistence of the RFP documents i.e. the Agreements.
8. This Consortium Agreement shall be construed and interpreted in accordance with the laws of India and the Courts of Lucknow shall have the exclusive jurisdiction in all matters arising there under.

If an invitation is issued by UPLC for becoming SI, we the Consortium Members do hereby agree that we shall be jointly and severally responsible for furnishing the Bank Security. It is also hereby agreed that Lead Member shall, on behalf of the Consortium submit the Bid Security in the form of Bank Guarantee/DD/Banker's Cheque drawn in favour of U.P. Electronics Corporation limited, Lucknow (hereinafter called as "Bid Security") from a Nationalized/Scheduled Bank for the value and in the currency as specified by UPLC.

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9. It is further agreed that this Consortium Agreement shall be irrevocable and shall continue to be enforceable till the same is discharged by UPLC. It shall be effective from the date first mentioned above for all purposes and intents.
10. The responsibilities of all the members of the Consortium for this Project would be as stated in the table below:

Member of Consortium	Responsibilities
Prime Bidder	
Second Member	

Signed by Prime bidder	Signed by Consortium partner
Signature	Signature
Name:	Name:
Designation:	Designation:
Signed:	Signed:
Duly authorized to sign for and on behalf of:	Duly authorized to sign for and on behalf of:
Date:	Date:

11.6 Format – Past Experience of bidder

(Please provide the citations as per requirements mentioned in Qualification Criteria in the format specified below)

S. No.	Particular	Details	
1.	Name of Project		
2.	Name of Client		
3.	Address of Client		
4.	Referral from client side	Name	
		Designation	
		Role in project	
		Contact number	
		Email ID	
5.	Total Project Value (Rs.)		
6.	Start & End Date	Start date:	Successful completion date:
7.	If on-going – is the project in O&M Phase	Activities completed so far:	
8.	Brief description of project		

Documentary Proof Required:

- Copy of Work order – specifying project value and specific details as required in Qualification criteria
- Certificate of successful operation by the client OR self-certificate attested by the client.

11.7 Format – Declaration regarding clean track record

(Required from Sole Bidder / Prime bidder as well as every member of the consortium, on Company's letter head duly signed by respective Company Secretary)

[Date]

To,

The Managing Director

U.P. Electronics Corporation Limited

10, Ashok Marg, Lucknow - 226001

Reference: Request for Proposal (RFP): Submission of Qualification Bid for 'Selection of System Integrator for Implementation of e-Governance in Registration offices across the State of Uttar Pradesh' w.r.t. RFP reference no. <<>> dated <<>>

Dear Sir,

I have carefully gone through the Terms & Conditions contained in the RFP Document [ref. no. _____]. I hereby declare that my Company is not under any declaration of ineligibility for unsatisfactory past performance, corrupt or fraudulent practices, any other unethical business practices or blacklisted either by any Ministry/Department of Government of India / State Governments. I further certify that I am competent officer in my Company to make this declaration.

Yours faithfully,

(Signature of the Bidder)

Name:

Designation:

Seal:

Date:

Business Address:

11.8 Format – Declaration for Unconditional bidding

(Required from Sole Bidder / Prime bidder on company's letter head duly signed by respective Company Secretary)

[Date]

To,

The Managing Director

U.P. Electronics Corporation Limited

10, Ashok Marg, Lucknow - 226001

Reference: Request for Proposal (RFP): Submission of Qualification Bid for 'Selection of System Integrator for Implementation of e-Governance in Registration offices across the State of Uttar Pradesh' w.r.t. RFP reference no. << >> dated << >>

Dear Sir,

I have carefully gone through the Terms & Conditions contained in the RFP Document [ref. no._____]. I hereby affirm that the Bid documents submitted by us against the aforementioned RFP are unconditional in all respect.

In the event of any deviation from the factual information / declaration, UPLC reserves the right to terminate our bid / contract without any compensation to us. We also specify that we will comply or exceed the Technical Specifications and Quantities as specified in this RFP.

Yours faithfully,

(Signature of the Bidder)

Name:

Designation:

Seal:

Date:

Business Address:

11.9 Format – Declaration for availability of technically qualified professionals on rolls

(Required from Sole Bidder / Prime bidder on company's letter head duly signed by HR head)

[Date]

To,

The Managing Director

U.P. Electronics Corporation Limited

10, Ashok Marg, Lucknow - 226001

Reference: Request for Proposal (RFP): Submission of Qualification Bid for 'Selection of System Integrator for Implementation of e-Governance in Registration offices across the State of Uttar Pradesh' w.r.t. RFP reference no. << >> dated << >>

Dear Sir,

In response to the Qualification criteria as mentioned in the RFP Document [ref. no. _____], I hereby affirm that we have _____ technically qualified professionals on our rolls in the area of networking, systems integration, infrastructure maintenance support & services etc. The list below provides details of key professionals as required in RFP:

S. No.	Employee name	Designation	Qualifications & certifications	Experience (in yrs.) in relevant field	Key projects handled
DBA (Provide details for at least 10 resources)					
Networking Experts (provide details for at least 10 resources)					
Project Management professionals (provide details for at least 10 resources)					

Yours faithfully,

(Signature of the Bidder)

Name:

Designation:

Seal:

Date:

Business Address:

11.10 Format – CV Format of Key Personnel

- The Bidder should enclose details of its key personnel to be deployed in the project.
- The Bidder is free to propose personnel for any other managerial posts which he feels would be important for successful implementation of the Project.
- CVs of all resources proposed MUST be provided in the format given below. Any CVs provided in different formats or with missing information may not be considered for evaluation by TEC.
- TEC may, at its discretion, request the Bidder to provide additional details with respect to any or all of the personnel proposed, if found pertinent to the evaluation process.
- TEC may call proposed resources for personal interview to assess the quality of the personnel proposed viz-a-viz the requirements of project.
- Bidder shall propose 3 probable CVs each for the post of – Project Manager, Database Administrator, Network Administrator and System Administrator. The bidder shall ensure that one of the proposed resources shall be deployed fulltime for the project at Lucknow.

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 (<i>Starting with present position, list in reversed order every employment held for the last ten years and state the start and end dates of each employment</i>)				
	Employer	From	To	Position held	Key responsibilities handled

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11.	Detailed tasks handled (Domestic and International): <i>(Work undertaken that best illustrates capability to handle the work and tasks assigned)</i>				
	Work Area	Tasks Handled	Project Details	Position Assigned	Start Year & Time spent
		<i>(Exact duties rendered)</i>	<i>Project name</i>		
			<i>Organization</i>		
<i>Location</i>					
12.	Certifications:				
I, the undersigned certify that:					
(i) I am not a former Government of India (GoI)/Government of Uttar Pradesh Staff (GoUP) 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 wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.					
Name (Personnel)		Name (Authorized Representative)			
Signature (Personnel)		Signature (Authorized Representative)			
Date of signing		Date of signing			

11.11 Format – Financial bid

11.11.1 Cover letter for Financial Bid

[Date]

To,

The Managing Director

U.P. Electronics Corporation Limited

10, Ashok Marg, Lucknow - 226001

Subject: Financial bid for Selection of SI for Implementation of e-Governance in Registration offices across the State of Uttar Pradesh

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

Dear Sir,

We, the undersigned Bidder, having read and examined in detail the entire RFP in respect of “Implementation of e-Governance in Registration offices across the State of Uttar Pradesh” do hereby propose to supply required hardware, manpower and services as specified in the RFP document <RFP REFERENCE NUMBER> Dated <DD/MM/YYYY>

1. Price and Validity

- All the prices mentioned in our Bid are in accordance with the terms as specified in the RFP. All the prices and other terms and conditions of our Bid are valid for a period of 180 calendar days from date of opening of the Bid.
- We hereby confirm that our prices include the requirements of necessary on-site warranty support of 5 years from the date of commissioning of hardware as detailed in the RFP. However, all the taxes have been 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 indicated in the relevant formats 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

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We declare that all the services shall be performed strictly in accordance with the RFP (including any addendum to it), 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 Bid, 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 and addendum issued to it. These prices are indicated in required format attached with our Bid.

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 section 11.13 of RFP.

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 (or all bids) you receive.

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

Thanking you,
Yours faithfully,

(Signature of the Bidder)

Name

Designation

Seal

Date:

Business Address:

11.11.2 Format – Detailed Financial bid

11.11.2.1 Summary of Cost components

S. No.	Item	Total Price	UPVAT	Service Tax (if applicable)	Total cost (including all taxes in reference to Uttar Pradesh)
1.	Hardware for Client locations including on-site warranty support for the period of 5 years from the date of commissioning of hardware (A)				
2.	Overall site preparation cost (B)				
3.	Primary Connectivity (C)				
4.	Secondary Connectivity (D)				
5.	Deployment of requisite infrastructure for Data center (E)				
6.	Software components for data center (F)				
Total Cost					
Total cost in Words:					

11.11.2.2 Detailed break up of financial bid

S. No.	Category	Component	Units of Components (X)	Rate (per unit including the standard 3 years warranty) (Y)	Extended warranty for 2 years (Z)	VAT / Service tax (T)	Total Cost {X*(Y+Z*3+T)}
(A) Hardware Related Costs with the on-site warranty support for the period of 5 years from the date of commissioning							
1.	Hardware at client locations – including delivery, installation & successful commissioning	Server					
		Printers					
		Digital Camera					
		LCD signature Tablet					
		Biometric device					
		Desktops					
		Laptop					
		UPS – 6 KVA					
		UPS – 700 VA					
		DG Set					
		...					
		Others					
Total A:							
(B) Site preparation and Networking Related Costs							
1.	Network related Infrastructure for client locations	Switch					
		Network Rack					
		LAN Cabling					
						
2.	Site preparation cost	Per LAN node cost					
		Per electrical node cost					
						
Total B:							

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(C) Primary Connectivity							
SI No	Category	No of Locations	Per Location One Time Charges for last mile deployment	AMC per year	Tax	Cost for Five (05) years	Total Cost
1.	Connectivity of SRO office with nearest SWAN POP (Last mile deployment)	334					
Total C:							

(D) Secondary Connectivity (L3 MPLS VPN)							
SI No	Category	No of Locations	Per Link Per Annum Charges	AMC per year	Tax	Cost for Five (05) Years	Total Cost
1.	Connectivity at SRO Category 'A' Offices with 02 MBPS Line	60					
2.	Connectivity at SRO Category 'B' Offices with 512 Kbps Line	175					
3.	Connectivity at SRO Category 'C' Offices with 512 Kbps Line	119					
4.	Connectivity at State Data Centre (SDC) with 50 Mbps Line	01					
Total D:							

(E) Data Centre Infrastructure							
S. No.	Category	Component	Units of Components (X)	Rate (per unit including the standard 3 years warranty) (Y)	Extended warranty for 2 years (Z)	VAT / Service tax (T)	Total Cost {X*(Y+Z*5+T)}
1.	Deployment of requisite infrastructure for Data centre	Blade chassis					
2.		Blade servers					
		Web server					
		Database server					
		Application server					
		File server					
		Standby server					
3.		SAN storage box (40 TB usable capacity)					
4.		24 Port SAN switch					
5.		Tape library with disk based backup device					
6.	IP KVM switch, LCD monitor & keyboard						
7.	IPS						
8.	Firewall						

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(E) Data Centre Infrastructure							
S. No.	Category	Component	Units of Components (X)	Rate (per unit including the standard 3 years warranty) (Y)	Extended warranty for 2 years (Z)	VAT / Service tax (T)	Total Cost {X*(Y+Z*5+T)}
9.		...					
10.		Others					
Total G:							

(F) Cost for Software components at Data Centre				
S. No.	Component	Cost per license	Total licenses	Total
1.	Enterprise Linux Server		10	
2.	Cluster Suit / High Availability		6	
3.	Oracle Database Enterprise Edition Processor with Real Application Cluster, Partitioning, Diagnostic Pack, Tuning Pack, and Data Vault		As per Sizing	
4.	Oracle Web Logic Enterprise Edition		As per sizing	
5.	SAN Storage Management Software		1	
6.	EMS Client License		1	
7.	Backup Software		1	
Service tax / any other taxes				
Total H:				

11.11.2.3 Instructions for filling commercial bid

- 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.
- i. All unit rates shall be inclusive of transport, packing insurance charges and all other expenses up to the point of delivery and commissioning as detailed in the RFP.
- j. All components shall meet the minimum technical specifications mentioned in this RFP.
- k. UPLC reserves the right to procure more or less quantities as provided in the Bid document. In such cases, the unit rates provided in the commercial bid would be used for payments.

11.12 Format – Proforma of Bank Guarantee towards Bid Security / EMD

BID BOND

Reference No. _____ Date _____

Bank Guarantee No. _____

To,
The Managing Director
U.P. Electronics Corporation Limited
10, Ashok Marg, Lucknow - 226001

Whereas (here in after called "the Bidder") has submitted its Bid dated (Date) in response to the Tender No: _____ for **'Selection of SI for Implementation of e-Governance in Registration offices across the State of Uttar Pradesh'** (here in after called "the Bid")

KNOW ALL MEN by these presents that We having our registered office at..... (here in after called the "Bank") are bound unto U.P. Electronics Corporation Limited, Lucknow (hereinafter called "UPLC") in the sum of for which payment well and truly to be made to the said UPLC itself, its successors and assignees by these presents.

The conditions of these obligations are:

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

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

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

Date _____

Place _____

Witness _____

Bank's Seal

Signature _____

Printed Name _____

11.13 Format – Proforma of Performance Bank 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 Bidder”) 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 fulfilment 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

RFP for Implementation of e-Governance in Registration offices across the State of UP

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 Bidder.
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.

11.14 Format for submission of Pre-bid Queries

S. No.	Clause & page no. in RFP	Actual clause	Query
1.			
2.			
3.			
4.			

Note: *Pre-bid queries not submitted as per the above format may not be entertained by UPLC.*