यू पी इलेक्ट्रानिक्स कारपोरेशन लिमिटेड

U.P. Electronics Corporation Limited

(A UP GOVT. UNDERTAKING)

Request for Proposal (RFP)

For

SELECTION OF VENDOR(S) FOR SUPPLY OF LAPTOP COMPUTERS THROUGHOUT THE STATE OF UTTAR PRADESH

[International Competitive Bidding]

Tender No: UPLC/HW/2012/13/1

U.P. Electronics Corporation Limited,

10, Ashok Marg, Lucknow - 226001

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

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

Website: http://www.uplc.in, http://www.uplclko.in

Table of Contents

Table of Contents 2
Section A - Tender Notice 8
Section B – Tender Checklist 9
Section C – Abbreviations 12
Section I - Invitation for Bids 15
1.1. Issuer 15
1.2. Issuer Address of the RFP 15
1.3. Address for Bid Submission & Correspondence 16
1.4. About the RFP Document 16
1.5. Key Events & Dates 17
1.6. Procurement & Submission of RFP Document 18
1.7. Pre-Bid Queries 18
1.8. Amendment of RFP Document 18
Section II- Qualification Criteria 20
Section III- Scope of Work 28
3.1. Bill of Quantity 28
3.2. Technical Specifications 28
3.3. Sample Laptop Testing 30
3.4. Sample Laptop Presentation 30
3.5. Traceability Identification 30
3.6. Pre-Dispatch Inspection 31
3.7. Packing 32
3.8. Insurance & Transportation 33
3.9. Delivery Schedule 33
3.10. Post Delivery sample Inspection & Testing 34
3.11. Training & Demonstration 34
3.12. Final Acceptance Sign off 35
3.13. Warranty Services 36
3.13.1. Warranty 36
3.13.2. Inventory of Spares 36
3.13.3. Service Centre Setup 37
3.13.4. Help Desk/Call centre Setup 37
3.13.5. Training and Demonstration 37
3.13.6. Compliance and Reporting Procedures 37
Section IV - Service Level Agreement 39
4.1. Definitions 39
4.2. Category of SLAs 39
4.2.1. Pre-Dispatch Inspection 40

4.2.2. Delivery Schedule Levels 41
4.2.3. Warranty obligations 41
4.2.4. Help Desk Services 43
4.2.5. Compliance & Reporting procedures SLAs 44
4.3. SLA Review Process 44
4.4. Penalties 44
4.5. Liquidated Damages 45
Section V- Instructions to Bidders 47
5.1. Consortium 47
5.2. Procedure for Submission of Bids 47
5.3. Authentication of Bid 48
5.4. Validation of interlineations in Bid 49
5.5. Cost of Bidding 49
5.6. Site Visit 49
5.7. Clarification on RFP 49
5.8. Language of Bids 50
5.9. Documents Comprising the Bids 50
5.10. Bid Prices 51
5.11. Firm Prices 51
5.12. Bid Currencies 51
5.13. Bidder Qualification 52
5.14. Bid Security (Earnest Money Deposit) 52
5.15. Bid Validity Period 52
5.16. Local/Site Conditions 52
5.17. Modification and Withdrawal of Bids 53
5.18. Opening of Bids 53
5.18.1. Opening of Qualification Bid 53
5.18.2. Evaluation of Qualification Bid 54
5.18.3. Announcement of Bids 54
5.18.4. Bids Not Considered For Evaluation 55
5.18.5. Criteria for Evaluation of Bids 55
5.18.6. Criteria for Evaluation and Comparison of Qualification Bids 55
5.18.7. Opening and Comparison of Financial Bids 55
5.19. Negotiation 56
5.20. Rectification of Errors 56
5.21. Contacting UPLC/GoUP 57
5.22. UPLC's right to vary Scope of Work at the time of Award 57
5.23. UPLC's Right to Accept Any Bid and to reject any or All Bids 57
5.24. Notification of Award 58
5.24.1. Notification to Bidder 58
5.24.2. Signing of Agreement 58
5.24.3. Discharge of Bid Security 59

5.24.4. Expenses for the Agreement 59
5.25. Failure to abide by the Agreement 59
5.26. Bank Guarantee for Performance 59
5.27. Confidentiality of the Document 60
5.28. Rejection Criteria 60
5.29. Concessions permissible under statutes 61
5.30. Income Tax Liability 61
Section VI- General Conditions of Agreement 63
6.1. Form of Agreement 63
6.2. Definitions 64
6.3. Interpretation 67
6.4. Representations & Warranties 67
6.5. Scope of Work/Agreement 69
6.6. Duration of the Agreement 69
6.7. Performance Guarantee 70
6.8. Vendor's Obligations 70
6.9. Vendor's Team 72
6.10. Statutory Requirements 73
6.11. Administration 73
6.12. Right of Monitoring, Inspection and Periodic Audit 74
6.13. UPLC's Obligations 74
6.14. Information Security 75
6.15. Ownership of Equipment 75
6.16. Risk Management 76
6.17. Indemnity 76
6.18. Confidentiality 76
6.19. Term and Extension of the Agreement 77
6.20. Prices 77
6.21. Alteration/Variation 77
6.22. Suspension of Work 78
6.23. Completion of work as per Agreement 78
6.24. Payment Schedule 79
6.25. Events of Default by the Vendor 80
6.26. Consequences in Event of Default 81
6.27. Termination of the Agreement by Vendor 82
6.28. Termination 82
6.29. Consequences of Termination 85
6.30. Penalty 85
6.31. Liquidated Damages 85
6.32. Approvals 86
6.33. Dispute Resolution 86
6.34. Limitation of the Bidder's Liability towards UPLC 87

6.35. Conflict of Interest 88
6.36. Governing Language 89
6.37. "No Claim" Certificate 89
6.38. Publicity 89
6.39. Force Majeure 89
6.40. General 91
6.40.1. Relationship between the Parties 91
6.40.2. No Assignment 92
6.40.3. Sub Contracting 92
6.40.4. Survival 92
6.40.5. Governing Law 92
6.40.6. Jurisdiction of Courts 92
6.40.7. Compliance with Laws 92
6.40.8. Notices 93
6.40.9. Modification 93
6.40.10. Application 93
6.40.11. Performance and Spares 93
6.40.12. Warranty 94
Section VII- Miscellaneous Conditions 96
7.1. Personnel 96
7.2. Assignment 97
7.3. Trademarks, Publicity 97
7.4. Variations and Further Assurance 97
7.5. Severability and Waiver 98
7.6. Compliance with Laws and Regulations 98
7.7. Ethics 98
7.8. Entire Agreement 99
7.9. Survivability 99
7.10. Miscellaneous provisions 99
Section VIII- Format for Response to RFP: Qualification Bid 102
8.1. Format 1 - Qualification Bid Letter 102
8.2. Format 2 - General Information about the Bidder/Prime Bidder 104
8.3 Format 3 - Qualification Check List 106
8.4 Format 4 - Format for Submission of Qualification Bids 115
8.5 Format 5 – OEM Authorization & Letter for Undertaking 120
8.6 Format 6- Financial Information 121
8.7 Format 7 - Format for Past Experience 122
8.8 Format 8 - Declaration Regarding Clean Track Record 123
8.9 Format 9 – Undertaking from the Prime Bidder for the Quantity to be offered 124
8.10 Format 10 - Plan of action for supply proposed by Vendor 125
8.11 Format 11 - Declaration of Acceptance of Terms and Conditions in the RFP 126
8.12 Format 12 – Resource List 127

8.13 Format 13 – CV Format of Key Personnel 128
8.14 Format 14 – Compliance with specifications of Sample Laptops 130
8.15 Format 15- Format for Experience in Annual Maintenance Services 133
8.16 Format 16 – Format for Manufacturing Capacity 134
8.17 Format 17 – Format Manufacturing units with ISO 9001:2008 and ISO 14001 Certification ... 135
8.18 Format 18- Format for SLA compliance 136
Section IX- Format for Response to RFP: Commercial Bid 138
9.1 Format 1 - Commercial Bid Letter 138
9.2 Format 2 – Laptop Cost 140
Schedule I: Exit Management Schedule 142
1. Purpose 142
2. Transfer of Project Assets 142
3. Cooperation and Provision of Information 143
4. Confidential Information, Security and Data 144
5. Employees 144
6. Transfer of Certain Contracts 145
7. Rights of Access to Premises 145
8. General Obligations of the Vendor 145
9. Exit Management Plan 146
Schedule II: Audit, Access and Reporting 148
1. Purpose 148
2. Audit Notice and Timing 148
3. Access 148
4. Audit Rights 149
5. Audit Rights of Suppliers and Agents 149
6. Action and Review 149
7. Terms of Payment 150
8. Records and Information 150
Schedule III: Invoicing and Settlement Schedule 151
Schedule IV: Implementation Plan 152
Schedule V: Governance Schedule 153
1. Purpose 153
2. Governance Structure 153
3. Governance Procedures 154
Annexure - 1 Proposal Covering Letter 156
Annexure - 2 Consortium Criteria 158
Annexure - 3 Bidding Document Acknowledgement Form 160
Annexure - 4 Proforma of Bank Guarantee towards Bid Security 161
Annexure - 5 Proforma of Bank Guarantee towards Performance Security 162
Annexure - 6 List of Tehsils 165
Annexure - 7 Test Report 173
Annexure - 8 Pre-dispatch Inspection 182

Annexure - 9 Post-Delivery Inspection Report Format 184
Annexure - 10 Delivery Challan 185
Annexure - 11 Certificate for One Day Laptop Training to Teachers at Tehsil Level 186
Annexure - 12 Certificate for One Day Laptop Demonstration to Students at School Level 187
Annexure - 13 Service Centre Operational Certificate 188

Section A - Tender Notice

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

TENDER NOTICE

INTERNATIONAL COMPETITIVE BIDDING

Invitation to Bid for Supply of 15,00,000 number of Laptop Computers

1.	Tender inviting Authority Designation and Address	The Managing Director, U.P. Electronics Corporation Limited, 10, Ashok Marg, Lucknow - 226001, **INDIA**. **E-mail:** md@uplclko.in, uplclko@gmail.com **Website:** http://www.uplc.in
2.	a) Name of the Work	Name of the Work: Supply of 15,00,000 number of Laptop Computers
	b) Tender reference	**UPLC/HW/2012/13/1**
	c) Place of Execution	Throughout the State of Uttar Pradesh at 313 Tehsils of Uttar Pradesh
3.	Tender documents available place and due date for obtaining Tender	On all working days during office hours upto 19/11/2012 from the address mentioned in column (1) above or can be downloaded from http://www.uplc.in
	Cost of Tender Document	INR 1,000/- (non-refundable) in the form of Demand Draft/ Banker's Cheque
4.	Processing Fees	INR 1,00,000/- (non-refundable) in the form of Demand Draft/ Banker's Cheque
5.	Earnest Money Deposit (EMD)	INR 48,50,00,000/- (Rupees Forty Eight Crores and Fifty Lacs only), in the form of a crossed Demand Draft/ Banker's Cheque/Bank Guarantee
6.	Due Date, Time and Place of submission of Tender	Upto 19/11/2012 till 1400 hours at the address mentioned in column (1) above.
7.	Due Date, Time and Place of Tender opening	On 19/11/2012 at 1500 hours at the address mentioned in column (1) above.
	1. **Eligibility Criteria:** Please refer to the RFP. 2. **Two Bid System i.e.** Stage-1 Qualification Bid; Stage-2 Commercial Bid. 3. Tenders received after due date and time will be summarily rejected. 4. **Contact Phone nos.** Tel: 0522-4130303,2286808, 2286809, Fax: 0522-2288583 5. **Email:** md@uplclko.in, uplclko@gmail.com; **URL:** http://www.uplc.in	
Tender Ref. UPLC/HW/2012/13/1		**MANAGING DIRECTOR, UPLC**

Section B – Tender Checklist

S. No.	Bid Enclosures	YES or NO
1.	Whether Qualification Bid and Commercial Bid prepared and signed and stamped in all pages by the Authorised Signatory?	
2.	Whether DD/Banker's Cheque/Purchase Receipt of Bid Document Fees, DD/ Banker's Cheque of Processing Fees, DD/Banker's Cheque/Bank Guarantee of EMD instrument is 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 Authorised Signatory.	
4.2	Whether Certificate of Incorporation of the Bidder/all the Consortium Members is submitted?	
4.3	Whether Certificate of Commencement of Business issued by the Registrar of Companies of the Bidder/all the Consortium partners is submitted?	
4.4	Whether Memorandum of Understanding and Articles of Association of the Bidder/all the Consortium partners is submitted?	
4.5	Whether Annual Report including Balance Sheet and Profit & Loss accounts for the previous five audited years for the Bidder/all the consortium partners is submitted?	
4.6	Whether Consortium Agreement in original signed by all the Authorised Signatories of the partners is submitted?	
4.7	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?	
4.8	a. Whether all required Work Orders along with the completion Certificate/satisfactory client Certificate are submitted? b. Whether all required Documentary proofs attested by the client or certified by the Company Secretary of the Bidder are submitted?	
4.9	Whether Statutory Auditor Certificate or Certificate from the Company Secretary of the Bidder clearly specifying the turnover for the specified years is submitted?	
4.10	Whether Audited annual accounts or Statutory Auditor Certificate or Certificate from the Company Secretary of Bidder specifying the Net Worth for the specified years is submitted?	
4.11	Whether Certificate from Statutory Auditor or Certificate from the Company	

S. No.	Bid Enclosures	YES or NO
	Secretary of Bidder clearly specifying the Net Profit as mentioned by the Bidder is submitted?	
4.12	a) Whether in case of Indian Manufacturer, Manufacturing Licence (ML) or Industrial Entrepreneur Memorandum (IEM) or Foreign Investment Promotion Board (FIPB) clearance or any other document from Tax Authority/Statutory Authority establishing the Laptop/PCs manufacturing capacity is submitted? b) Whether in case of Foreign Manufacturer, Official documentation establishing Laptop/PCs manufacturing capacity from Tax Authority/Statutory Authority of the country of Incorporation is submitted?	
4.13	Whether Certificate from the Company Secretary 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 authorised signatory of the OEM/Certificate from Company Secretary of OEM regarding support mechanism in India, is submitted?	
4.15	Whether official documentation including Tax returns establishing Laptops/PCs manufacturing business from Tax Authorities/Statutory Authorities of the country of Incorporation is submitted?	
4.16	Whether valid ISO 9001:2008 and ISO14001 certificates are submitted?	
4.17	Whether an Undertaking from the authorised signatory of the Bidder/ Certificate from the Company Secretary to the effect that the Bidder shall establish an office in Lucknow, is submitted?	
4.18	Whether Certificate from Head of HR Department or the Company Secretary for number of technically qualified professionals employed by the Company and available for this project on its rolls, is submitted?	
4.19	Whether Bidder's undertaking letter for quantity to be offered in the RFP is submitted?	
4.20	Whether two Sample Laptop/Two sample Laptops to UPLC for reference are submitted	
4.21	Whether Sample Laptops tested through the Test Agency and test reports obtained from the Testing Agency are submitted?	
4.22	Whether Certificate from the OEM certifying the Indian Company as its wholly owned subsidiary is submitted?	
4.23	Whether an Undertaking from the Authorised Signatory/Company Secretary of the OEM certifying that the status of Indian Company as its wholly owned subsidiary will not be changed during the period of Agreement is submitted?	
4.24	Whether an Undertaking from the Authorized Signatory/Company Secretary	

S. No.	Bid Enclosures	YES or NO
	of the OEM guaranteeing the due performance of the contract executed by its wholly owned subsidiary is submitted?	
4.25	Whether all Formats and Annexures are furnished and are submitted?	
5	**Whether Commercial Bid contains the following:**	
5.1	Duly filled Price Bid which is signed and stamped by the Authorized Signatory.	
5.2	Price per Laptop	

Section C – Abbreviations

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

20.	DM	District Magistrate
21.	SDM	Sub-Divisional Magistrate
22.	UPLC	U.P. Electronics Corporation Limited
23.	GoUP	Government of Uttar Pradesh

SECTION I Invitation for Bids

Section I - Invitation for Bids

The Government of Uttar Pradesh (GoUP) desires to Select Vendor(s) for Supply of Laptop Computers throughout the State of Uttar Pradesh. Total numbers of Laptops to be distributed are 15,00,000 (Fifteen lacs). The Government of Uttar Pradesh vide G.O. No. 413(1)/15-10-2010-47(1)/12TC dated 24th May, 2012 has entrusted this task of procuring the Laptops to U. P. Electronics Corporation Limited (UPLC).

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

1.1. Issuer

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

1.2. Issuer Address of the RFP

The Managing Director,

U.P. Electronics Corporation Limited

10, Ashok Marg,

Lucknow - 226001

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

Fax: 0522-2288583

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

Website: http://www.uplc.in

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

1.3. Address for Bid Submission & Correspondence

The Managing Director,

U.P. Electronics Corporation Limited,

10, Ashok Marg,

Lucknow - 226001

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

Fax: 0522-2288583

1.4. About the RFP Document

a. This RFP provides information regarding the Project, Scope of Work, Technical requirements and other related information to the Bidder(s).

b. It details the General Terms & Conditions with respect to the Bid process management to be adopted for the proposed Project.

c. The RFP contains the Agreement template outlining the contractual and legal terms & conditions applicable for the proposed engagement.

d. As should be clear from the Scope of the proposed Project, UPLC expects more than a standard proposal in response to typical Request for Proposals. In particular, UPLC seeks a specific proposal responsive to this RFP in every respect and detail, rather than a mere compilation of materials and promotional information used in other transactions.

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

1.5. Key Events & Dates

S. No.	Event	Target Date
1.	Cost of Bid Document	INR 1,000/- (non-refundable) in the form of Demand Draft/Banker's Cheque of only Scheduled Banks, drawn in favour of "U.P. Electronics Corporation Limited" payable at Lucknow.
2.	Publication of the RFP	**17/10/2012**
3.	Last Date for receiving queries/clarifications	**22/10/2012** till 1700 hours
4	Date of Response to Bidder Queries	**29/10/2012**
5.	Last date for submission of Bids	Up to 1400 hours on **19/11/2012** at U.P. Electronics Corporation Limited, Lucknow
6.	Processing Fees	A non-refundable Bid processing fee of INR 1,00,000/- (Rupees One Lac only) must be submitted with the Bid in the form of a crossed Demand Draft/ Banker's Cheque drawn on any Scheduled Bank payable at Lucknow ,in favor of "U.P. Electronics Corporation Limited".
7.	Bid Security/Earnest Money Deposit Amount Payable	Bidders shall submit, along with their Bids, Bid Security or Earnest Money Deposit (EMD) of INR 48,50,00,000/- (Rupees Forty Eight Crores & Fifty Lacs only), in the form of a crossed Demand Draft/ Banker's Cheque drawn on any Scheduled Banks, payable at Lucknow, in favor of "U.P. Electronics Corporation Limited" or Bank Guarantee of Scheduled Bank in favour of "U.P. Electronics Corporation Limited" valid for a period of one year.
8.	Opening of Qualification Bids	**19/11/2012** at 1500 hours
9.	Technical Presentation	**26/11/2012**
10.	Date of opening of Commercial Bid for Technically qualified Bidders	**01/12/2012**

1.6. Procurement & Submission of RFP Document

Interested Bidders may obtain complete set of documents from the office of UPLC, address mentioned in the Section 1.2 of this RFP, during the office hours on all working days from **17/10/2012 to 19/11/2012** on submission of payment of Non Refundable RFP Document Fee of Rs. 1,000/- (Rupees One Thousand only). This fee shall be paid in the form of a Demand Draft/Banker's Cheque from any Scheduled Banks located in India, payable at Lucknow, drawn in favor of "U.P. Electronics Corporation Limited".

RFP document can also be downloaded from the UPLC website (www.uplc.in). However, the Non Refundable RFP Document Fee of Rs. 1,000/- (Rupees One Thousand only) needs to be submitted in the form of a Demand Draft/Banker's Cheque along with the proposals at the time of Bid submission.

The Bids shall be submitted in the Drop Box kept at the office of UPLC.

1.7. Pre-Bid Queries

UPLC shall receive and respond to prospective Bidder's Pre-Bid queries as per the scheduled date and time as mentioned in the Section 1.5 of this RFP. UPLC may incorporate any changes in the RFP based on acceptable suggestions received in pre-bid queries. The decision of UPLC regarding acceptability of any suggestion shall be final in this regard and shall not be called upon to question under any circumstances. It may not be possible to answer questions which are received late. The responses to the queries shall be conveyed to all the prospective Bidders by way of hosting amendments/clarifications on the website i.e. (www.uplc.in) in accordance with the respective clauses of the RFP within 6 working days and no participant would be intimated individually about the response of UPLC. The Bidders are requested to send their consolidated queries to the official e-mail of UPLC only once and further queries sent by the Bidders shall not be entertained. **The pre-bid queries of only those prospective Bidders who have purchased the Bid Document or submitted Demand Draft/ Banker's Cheque for the cost of Bid Document shall be responded.**

1.8. Amendment of RFP Document

At any time till 7 days before the deadline for submission of Bids, UPLC may, for any reason, whether at own initiative or in response to a clarification requested by a prospective Bidder, modify the Bid Document by amendment. All the amendments made in the document would be informed through the website www.uplc.in. All prospective participants who have paid the fee of INR 1,000/- shall be intimated of the amendment in writing by e-mail or post but UPLC shall not be responsible if the Bidders do not get the individual intimates of such amendments. All such amendments shall be binding on all the Bidders. The Bidders are also advised to visit the aforementioned website on regular basis for checking necessary updates. UPLC also reserves the rights to amend the dates mentioned in the **Section 1.5** in this RFP for Bid process.

SECTION II Qualification Criteria

Section II- Qualification Criteria

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

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

S. No.	Clause	Documents Required
1.		
1(a)	• The Bidder (Prime Bidder and all members in case of a Consortium) should be registered under Companies Act, 1956 in India since last 5 years. • The Bidder or Prime Bidder (in case of consortium) should have been in operation for a period of at least 5 years in India.	• Certificate of Incorporation. • Certificate of Commencement of Business issued by the Registrar of Companies. • Memorandum and Articles of Association. • Annual Reports for the last 5 years.
1(b)	• Notwithstanding anything contained in clause 1(a) in case of OEMs of Laptops and PCs, which are not registered under the Companies Act, 1956, in India, the bids can be submitted by their wholly owned subsidiary which is registered and is in operation in India for the last 5 years, provided all other qualification criteria laid down herein are fulfilled by the OEM.	• Certificate from the OEM that the Indian Company is its wholly owned subsidiary. • An undertaking from OEM that the status of Indian Company as its wholly owned subsidiary will not be changed during the period of Agreement. • An undertaking from OEM that it will guarantee the due performance of the contract executed by its wholly owned subsidiary. • All documents required to show that all qualification criteria are satisfied by the OEM.

S. No.	Clause	Documents Required
2.	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 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. 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.	Consortium Agreement on a Non Judicial stamp paper duly notarized.
3.	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.	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.
4.	The Bidder (Prime Bidder in case of a Consortium) should be an established Original Equipment Manufacturer in India or Abroad for Laptops/PC's and should have been in this business for a period exceeding five years as on 31.03.2012.	Work Orders along with the completion Certificate/satisfactory client Certificate confirming year and Area of activity.
5.	The Bidder (Prime Bidder in case of a Consortium) should have an average annual turnover of at least INR 2,500 Crores during the last three financial years (i.e. 2009-2010, 2010-2011, 2011-2012). The other members of Consortium should individually have an average annual turnover of at least INR 400 Crores during	• Audited Profit and Loss Statement and Balance sheets. • Statutory Auditor Certificate or Certificate from the Company Secretary of the Bidder clearly specifying the turnover for the specified years. • In case of Foreign Manufacturer, official documentation establishing the

S. No.	Clause	Documents Required
	the last three financial years (i.e. 2009-2010, 2010-2011, 2011-2012).	turnover from Department of Tax or other Statutory Authority from the country of incorporation.
6.	The Bidder (Prime Bidder in case of a Consortium) should have a consolidated minimum positive Net Worth as on the last day of preceding last 3 financial years (i.e. 2009-2010, 2010-2011, 2011-2012). [Net Worth=Paid-up share capital + Reserves and surpluses (Excluding Revaluation Reserves) – Preliminary and pre-operative expenditure and miscellaneous expenditure to the extent not written off, as per the annual report and as adjusted with any qualifications in the Auditors' Report]	Audited annual accounts or Statutory Auditor Certificate or Certificate from the Company Secretary of Bidder specifying the Net Worth for the specified years.
7.	The Bidder (Prime Bidder in case of a Consortium) should have positive Net Cash Accruals (Profit after Tax + Depreciation – Dividends) in each of the previous three financial years (i.e. 2009-2010, 2010-2011 & 2011-2012).	• Audited Profit and Loss Statement for the specified financial years. • Certificate from Statutory Auditor or Certificate from the Company Secretary of Bidder clearly mentioning the Net Profit as mentioned by the Bidder.
8.	The Bidder (Prime Bidder in case of a Consortium) should have successfully implemented/completed 5 Projects (Procurement, Installation and Commissioning of Laptops/ PC/ Peripheral devices) to Non-Government Institutions/ financial Institutions (including Banks) for an aggregate value of INR 200 Crores during the last 5 financial years i.e. 2007-08, 2008-09, 2009-10, 2010-11 and 2011-12 . *Note: Multiple work orders against individual Project for the delivery of PCs/Laptops/Peripheral devices from Non-Government Institutions/ financial Institutions (including Banks) during the last*	• Copy of Work order and Certificate of completion or successful implementation by the client OR self Certificate attested by the client. • Documentary proof for the stated Project value attested by the client or certified by the Company Secretary of the Bidder.

S. No.	Clause	Documents Required
	5 years shall be considered.	
9.	The Bidder (Prime Bidder in case of a Consortium) should have successfully implemented/completed at least 5 Projects (Procurement, Installation and Commissioning of Laptops /PCs/ Peripheral devices) to Government/PSUs for an aggregate value of INR 100 Crores during the last 5 financial years in India i.e. 2007-08, 2008-09, 2009-10, 2010-11 and 2011-12. *Note: Multiple work orders against individual Project for the delivery of PCs/ Laptops/Peripheral devices from Government/PSUs during the last 5 years shall be considered.*	• Copy of Work order and Certificate of completion or successful implementation by the client OR Self Certificate attested by the client. • Documentary proof for the stated Project value attested by the client or certified by the Company Secretary of the Bidder.
10.	The Bidder (Prime Bidder in case of a Consortium) should have installed manufacturing capacity of a minimum of 4,00,000 Laptops/PCs per year in the last 3 years.	• In case of Indian Manufacturer, Manufacturing Licence (ML) or Industrial Entrepreneur Memorandum (IEM) or Foreign Investment Promotion Board (FIPB) clearance or any other document from Tax Authority or Statutory Authority establishing the Laptops/PCs manufacturing capacity. • In case of Foreign Manufacturer, official documentation establishing the Laptops/PCs manufacturing capacity from Tax Authority or Statutory Authority of the Country of Incorporation. • Details of all units manufacturing Laptops to be submitted as per Section 8.16

S. No.	Clause	Documents Required
11.	As on date of submission of the proposal, the Bidder (Prime Bidder in case of a Consortium) and all Consortium partners shall not be under any declaration of ineligibility for unsatisfactory past performance, corrupt or fraudulent practices, any other unethical business practices or blacklisted either by Ministry/ Department of Government of India/ State Governments.	Certificate from the Company Secretary 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.
12.	The OEMs should certify that they have support mechanism in India, either directly through their support office in India or through their authorized channel partners/dealers in India. The Bidder should have successfully provided comprehensive annual maintenance services for Laptops / PCs / Peripheral devices including L1 support, Helpdesk Support, Spares, Inventory, Patches, Updates/ Upgrades with work orders of value of at least INR 10 Crores for Government/ Non-Government/ PSUs/ Financial Institutions (including Banks) in the last five years. *Note: Any type of remote/web support for Laptops/PCs/Peripheral devices shall not be considered.*	• Undertaking from the authorised signatory of the OEM/Certificate from Company Secretary of OEM as per Section 8.5. • Details of Experience in Annual Maintenance Contract to be submitted as per Section 8.15.
13.	The Bidder (Prime Bidder in case of a Consortium) should possess ISO 9001:2008 and ISO 14001 Certification for the Production/Manufacturing Process.	• Copy of the valid ISO Certificates issued from the accreditation organization to be submitted as documentary proof. • Details of all units manufacturing Laptops to be submitted as per Section 8.17.
14.	The Bidder (Prime Bidder in case of a Consortium) should have an office in	Certificate from the Company Secretary to the effect that the Bidder shall establish an

S. No.	Clause	Documents Required
	Lucknow, Uttar Pradesh. However, if the local presence is not there in the state, the selected Bidder should give an undertaking for establishment of an office, within one calendar month of LOI.	office in Lucknow.
15.	The Bidder (Prime Bidder in case of a Consortium) must have at least 600 technically qualified professionals on its rolls in the area of networking, systems integration, infrastructure maintenance support & services etc. for this Project. *Note: In case an OEM is the sole Bidder and uses the channel partner/dealer to provide services, the Certificate from Head of HR Department or the Company Secretary of the channel partner/dealer shall be submitted.*	Certificate from Head of HR Department or the Company Secretary for number of technically qualified professionals employed by the Company on its rolls.
16.	The Bidder (Prime Bidder in case of a Consortium) should supply a minimum of 3,50,000 number of Laptops	Undertaking from the authorized signatory of the quantity to be supplied.
17.	The Bidder (Prime Bidder in case of a Consortium) should submit a Sample Laptop along with the corresponding Test Report of the submitted sample Laptop. *Note: In case two test reports are submitted, two Sample Laptops along with the corresponding Test Reports of the submitted sample Laptops shall be submitted.*	Sample Laptop along with Sample Laptop Test Report from Testing Agencies as specified in section 3.3 and in format as specified in Annexure-7.
18.	The Bidder shall comply or exceed with all the Technical Specifications as specified in Section 3.2	Details to be provided as per Section 8.14.
19.	The Bidder shall make a Technical Presentation to the TTEC.	The following components have to be included in the presentation as per Section

S. No.	Clause	Documents Required
		8.10 and 8.18 • Current Production Capacity • Gaps in supply • Tie ups with other OEMs to fill the Gap • Scheduled Delivery Time • Detailed work plan for supply of Laptops (in Weeks) • SLA Compliance

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

Change in Qualification Criteria

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

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.

SECTION III

Scope of Work

Section III- Scope of Work

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

3.1. Bill of Quantity

Supply of approximately 15.00 Lac Laptops, along with Backpacks packed as per specifications given in this RFP.

3.2. Technical Specifications

LAPTOP SPECIFICATIONS		
S. No.	**Description**	**Specifications**
1	Constructions and Externals	Metal/Alloy/reinforced hinges for display. The Casing ABS plastic of Black or Gray Color Display screen back with Government approved designed Logo.
2	Processor (Minimum)	Intel Pentium Dual Core or equivalent AMD Processor with processor Speed of 2.0 GHZ or higher.
3	Memory	2 GB DDR 1333 MHz RAM expandable to 4 GB
4	Display	LED HD 14” with 1024x768 resolution or higher
5	Hard Disk Drive	500 GB SATA 5400 RPM or Higher
6	Audio	Dual Inbuilt Speakers
7	Web Cam	Yes
8	Qualifying Benchmark with Score	BAPCO SysMark 2007 overall score of 115 or Higher with Windows 7 Professional and 2 GB Memory
9	Graphics Card	Integrated Graphics Minimum 128 MB VRAM or Higher
10	Ports	I/O Ports, Minimum 3 USB 2.0 Port, Microphone jack, 1 VGA, 1 HDMI, Headphone/ Speaker out, RJ-45, AC Power
11	LAN	Ethernet Controller 10/100 Mbps or Higher
12	Wireless	Wireless 802.11 b/g/n or Higher and Standard Bluetooth
13	Keyboard	Standard full size Keyboard with touch pad with Rupee symbol
14	Operating System	Preloaded Duel Boot - (with Recovery Disk) • Primary Boot Windows 7 Starter edition or higher with Windows Security Essential Anti Virus, Hindi and Urdu

		Unicode font with keyboard interface for typing in word processor, Spread sheet and presentation purpose. • Secondary Boot – Ubuntu Linux
15	Optical Drive	DVD R/W
16	AC Power Adapter	Input Voltage Range 110V- 250V, 50 Hz AC power adapter with necessary cables
17	Standard Accessories	Power cable, Power Adaptor and Charger, User Manuals and Laptop backpack etc.
18	Operation Temperature	0-55 Degree Centigrade
19	Battery Type	Standard Rechargeable 6 Cell Li-Ion (45 WHr) or higher with minimum 03 Hours backup or more
20	Certifications	Energy Star®/BEE Version I, RoHS, Windows and Linux Compliance Certificate
21	Warranty	One year comprehensive including battery and adaptor
22	Others	• Selected Bidder(s) should permanently burn the Logo of UP Government and other information like "Presented by - Hon'ble Chief Minister or Department Name" (as desired by the State Government) in the BIOS/FIRMWARE; that should not be removed by any normal/usual techniques. • Screen Printing of Logo of UP Government and other information like "Presented by - Hon'ble Chief Minister or Department Name" (as desired by the state Government) in the body of the Laptop. • Laptop must have operational capabilities in English, Hindi and Urdu language.

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

3.3. Sample Laptop Testing

The Bidders are responsible to submit and obtain test report for the sample Laptop model having specification equal to or better than the Technical Specification given in **Section 3.2** above for testing by either of the Testing Agencies specified below:

a) Standardization, Testing and Quality Control (STQC)

b) Electronics Testing and Development Centre (ETDC)

c) Electronics Regional Test Laboratory (ERTL)

a. It is the sole responsibility of the Bidders to submit the samples and get the testing of the Laptops completed and furnish the test report along with the Qualification Bid.
b. The Laptop computer model passed in the sample testing will only be allowed for supply if the Bidder becomes successful in the RFP.
c. The Test Report shall not be dated more than two months prior to the last date of submission of Bids.
d. The cost towards the testing of sample Laptops shall be borne by OEM/Bidder only.
e. The Bidders shall get the testing of the sample Laptop models from the Testing Agency in accordance with the Indian Standards - 14896:2001 as amended from time to time and also with the Technical Specification as specified in the RFP.
f. The Bidders shall obtain the Test Report for the sample Laptop models from the Testing Agency in the format as specified in the RFP and furnish the same in the Qualification Bid.
g. Test Report of Two Laptop/ Laptop Models shall be accepted
h. The Bidder is eligible to submit the Bid only if the sample Laptop model/models pass in the testing. **The format of test report shall be as specified in Annexure - 7.**

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

3.4. Sample Laptop Presentation

The Bidders are required to submit sample Laptop along with the RFP at the time of submission of Bids. The performance of the sample Laptop may be evaluated by the TTEC to see if it conforms to the Test Report submitted by the Bidder. Two Models of Laptops may be offered under the RFP, but the price bid shall be only one.

3.5. Traceability Identification

The Laptops supplied under this scheme are meant to be distributed to the students of Uttar Pradesh. In order to prevent the misuse of the Laptops, screen printing/tamper-proof sticker to be specified by UPLC (Government name and scheme logo) shall be marked on the top side of the Laptops and front

side of the Laptop backpack. The above details and design of the Sticker/printing shall be provided and approved by UPLC/GoUP before signing of the Agreement.

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

3.6. Pre-Dispatch Inspection

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

The selected Bidder should intimate UPLC with a written notice 15 days prior to the delivery of Laptops to the Tehsils to conduct Pre-dispatch Inspection. The Time spent by PDI team in reaching the site for inspection after receipt of notice from vendor and in the conduct of PDI and issue of PDI certificate for the Lot offered shall not be considered in the Delivery Schedule of the selected Bidder. The Laptops shall be offered in lots and should be sufficient to complete the delivery in one of the Tehsil or more. Successful conduct and conclusion of pre-dispatch inspection shall be the sole responsibility of the selected Bidder. The report shall be in the format specified in Annexure-8.
The notice should specify the following details:

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

A Third Party Agency (TPA) appointed by UPLC shall perform the inspection of the Laptops in accordance with the Indian Standard IS10673-1983(Reaffirmed 2001) sampling plans, procedures, sample size and the tests adopted by the Testing Agency. Only after the Third Party testing agency clears the lot, it will be allowed to be moved to the distribution point. The Format of the PDI report is specified in Annexure – 8.
In the event of the hardware and software failing to pass the Pre-dispatch acceptance test, as per the specifications given, a period not exceeding two weeks will be given to rectify the defects and clear the acceptance test, failing which, UPLC reserves the right to cancel the Purchase Order. UPLC will not be responsible for any costs associated with such rejection. The manufacturer will be responsible

for the Laptops till it is delivered at the specified delivery points, tested and accepted by the Government. Only after such acceptance, the responsibility of the manufacturer will cease.

For Bidders manufacturing Laptops within India, the TPA shall conduct the inspection and specification conformity at the Manufacturer's plant. UPLC shall bear the cost of third party inspection for only one manufacturing plant of the selected Bidder. If a selected Bidder wants to produce in more than one location, then the cost of positioning the third party inspection team by UPLC in the second and subsequent plants would be borne by the selected Bidder at their cost.
For Bidders manufacturing Laptops outside India, the manufacturers shall at his discretion arrange a warehouse at the Port of Landing or any convenient location within India with all required facilities for PDI.. TPA shall conduct the inspection and specification conformity at these Locations. Details of the Storage locations shall be provided to UPLC.

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

3.7. Packing

The selected Bidder shall provide such packing as is required to prevent damage or deterioration of the goods during transit to their final destination as indicated in the RFP. The packing shall be sufficient to withstand, without limitations, rough handling during transit and exposure to extreme temperatures and precipitation during transit and open storage. The Vendor shall be responsible for any defect in packing.
The furnished Laptop should be Bubble Wrapped and then packed in the cardboard boxes of standard quality as followed by industry. The packing should contain the following:

a. User Manual in Hindi, Urdu and English
b. Do's and Don'ts instruction and user manual in Hindi, Urdu and English
c. Warranty card shall also contain
    i. Serial number, month and year of Manufacturing
    ii. Name, address and Telephone number of Service Centre
    iii. Provision for writing the beneficiary name, address and date of issue.
d. Laptop with GoUP Logo and Scheme name along with bar code serial number and accessories packed in a bubble wrap and then placed inside the cardboard box
e. One spare bar code serial number sticker as per the format prescribed by UPLC.
f. Back pack in separate packing with Government of Uttar Pradesh Logo and Scheme Name.
g. The above Laptops will be packed in cartons as per requirements of individual institutions within the Tehsils. The list of institutions and the individual supply quantity to each institution shall be provided by UPLC/GoUP to the selected bidder. Each carton shall be inscribed with the name of the institution to which it is to be supplied

h. The packed carton should be sealed and preserved in the manufacturer's store/ Godown/ Warehouse

3.8. Insurance & Transportation

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

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

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

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

3.9. Delivery Schedule

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

S No.	Quantity to be delivered	Supply schedule in Calendar days
1	5% of ordered quantity	0-60 days
2	5% of ordered quantity	61-90 days
3	25% of ordered quantity	91-120 days
4	25% of ordered quantity	121-150 days
5	20% of ordered quantity	151-180 days
6	20% of ordered quantity	181-210 days

a. Schedule shall be effective from the date of signing of the agreement.

b. The Laptops shall be delivered as per the consignee list provided by UPLC/GoUP to Tehsil Headquarters at the location selected by the concerned SDM/Tehsildar or officer designated by concerned District Magistrate to store the Laptops.

c. The selected Bidder shall deliver the Laptops to respective Tehsils and shall be handed over to the concerned SDM/Tehsildar or officer designated by concerned District Magistrate at respective locations. The distribution of Laptops to the students shall not be in the purview of the selected Bidder.
d. UPLC may prioritize the Tehsils with respect to the supply of the Laptops.
e. The details with respect to the delivery like Location address, contact person name, designation, and contact number shall be provided by UPLC/GoUP at the time of signing of the Agreement.
f. The selected Bidder should get a Delivery Challan/Acceptance Challan signed by the respective SDM/Tehsildar or officer designated by concerned District Magistrate in each Tehsil. The Format of the Challan is specified in Annexure – 10.
g. The copies of challan should be sent to UPLC.

3.10. Post Delivery sample Inspection & Testing

The selected Bidder shall depute its technically qualified representative to facilitate in the conduct of sample inspection of 5% of the delivered quantity in presence of Tehsildar/SDM/ Officer designated by DM and some of the Principals/Head of the Institutions. The sample inspection can start immediately after delivery, preferably shall be completed within 3 days of the delivery of Laptops to the Tehsil. The Format of the Inspection report is specified in Annexure - 9.

The Inspection shall be done against the following parameters

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

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

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

3.11. Training & Demonstration

The selected Bidder shall provide Training to at least 1 or possibly 2 Teachers of each school as specified by UPLC. The Training shall be conducted in a batch of 10-15 Teachers at a designated School/College premise in the District. The training shall be imparted in detail on conceptual aspects

of the usage of Laptops. All the training material shall be approved by UPLC and provided by the Bidder.

The selected Bidder shall conduct a basic demonstration to student beneficiaries of each and every school. The demonstration shall be done in classroom environment depending on the beneficiary strength at the respective Institution.

The following aspects shall be shown in the demonstration

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

Attendance Sheet for Training/Demonstration as specified in Annexure - 11 and Annexure – 12 shall be maintained by the Bidder. The selected bidder shall complete the Training and Demonstration within 15 working days of Delivery of Laptops to Tehsildar.

3.12. Final Acceptance Sign off

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

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

i. Invoice
ii. Delivery Challan acknowledging the Delivery at Tehsil
iii. Quality Certificate by OEM.
iv. Pre-Dispatch certificate issued by TPA
v. Insurance Certificate
vi. Service Centre operational Certificate
vii. Post delivery Inspection Certificate at Tehsil level

viii. Certification of successful completion of Training
ix. Certification of successful completion of Demonstration

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

The selected Bidder shall produce a total of 4 copies for records mentioned above (i.e invoice, Delivery Challan, quality certificate, Pre-Dispatch Inspection report, Insurance certificate, Service Centre operational Certificate, Post delivery inspection certificate, Training and demonstration certificate), out of which one remains with the Bidder, one with the SDM/Tehsildar/Officer designated by DM, one with District Magistrate and one shall be handed over to UPLC.

3.13. Warranty Services

3.13.1. Warranty

a. The Selected Bidder is required to provide a comprehensive warranty for the Laptop including Battery and power adapter supplied for a period of 12 months.
b. The warranty shall remain valid for 12 months after final acceptance sign-off as per Section 3.12.
c. The warranty shall cover the system software, pre-loaded software and all the hardware parts including patches and updation (free of cost) of the Operating System.
d. In addition to warranty as mentioned in above clause, the Bidder shall during the warranty period replace the parts, if any, and remove any manufacturing defect, if found during the above said period, so as to make the Laptop fully operative. The Bidder shall also replace parts of Laptop or the entire Laptop, in case it is found to be malfunctioning and defective, and that the Laptop cannot be put to operation otherwise.

3.13.2. Inventory of Spares

The selected Bidder has to maintain 2% inventory of spares at the service centers to ensure that all critical spares/components apart from the inventory of new equipments for immediate replacement purposes to be available with the Service Centers in sufficient quantity. A list of critical spares/components considered essential should be enclosed by the Bidder in the Qualification Bid. The final list of spares comprising this 2% shall be finalized by UPLC and Bidder before award of contract.

3.13.3. Service Centre Setup

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

The selected Bidders shall open or authorize a service centre in all 313 Tehsils as specified in the Annexure - 6 in Uttar Pradesh for the maintenance/comprehensive warranty of Laptops under this RFP. In case the Bidder has no presence in above mentioned locations, he/she shall establish the same within 30 calendar days from the date of notification of award of contract. As soon as the service centre is set up, the selected Bidder shall get it certified by SDM/Tehsildar/any officer designated by DM and shall obtain Service center operational certificate as per Annexure-13.

The Service Centres shall be manned by at least 3 qualified Engineers and one call coordinator. The successful Bidder shall provide prompt after sales support and shall attend any complaint as soon as the Student brings his Laptop to the service center. The Bidder shall send the details of service centers to the respective Schools in the Tehsil.

3.13.4. Help Desk/Call centre Setup

a. The selected Bidder shall establish the call center at Lucknow within 1 month of the date of post delivery inspection at Tehsil level initially with 10 seats, to be increased as needed.
b. The Bidder shall scale up the seats from 20-30 seats as per the need basis within 3 months of establishing the Help Desk.
c. The Bidder shall establish the Help desk by facilitating its own personal Computers with IVR system and required monitoring and operation software.
d. The Help Desk services shall operate 6 working days a week from 9 A.M. to 7 P.M. excluding Gazetted Holidays.
e. The Monitoring and Operations Software shall be approved by UPLC.

3.13.5. Training and Demonstration

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

3.13.6. Compliance and Reporting Procedures

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

SECTION IV

Service Level Agreement

Section IV - Service Level Agreement

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

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

4.1. Definitions

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

a. "**Incident**" refers to any event specifying the defect in Laptop or its component and accessory virus in Laptop computer or Operating System Problem or problems in pre-loaded software.

b. "**Helpdesk Support**" shall mean the call center which will be set up by the Bidder.

c. "**Resolution Time**" shall mean the time taken (after the incident has been reported at the helpdesk), in resolving (diagnosing, troubleshooting and fixing) or asking the student in case of a hardware or software technical issue which can only be resolved at the incident resolved at the nearest Service Center or the time taken by Service Centre to resolve a defective laptop at this service center.

4.2. Category of SLAs

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

a. Adherence of delivery as per the schedule.

b. Regularly check performance of the Bidder against this SLA.

c. Discuss escalated problems, new issues and matters still outstanding for resolution.

d. Review of statistics related to rectification of outstanding faults and agreed changes.

e. Obtain suggestions for changes to improve the service levels.

f. Periodic inspection of selected Bidder's Help Desk Records like:

   i. Volume of Calls, and tickets

   ii. Types of Incidents and requests

iii. Time to resolve, ASA and Rate of Abandoned Calls
iv. Systems involved
v. Areas involved

The SLA shall been logically segregated in the following categories:

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

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

4.2.1. Pre-Dispatch Inspection

Table 1: Pre-Dispatch Inspection

S. No.	Measurement	Definition	Target	Penalty
1.	Notice for Pre-Dispatch Inspection	The selected Bidder shall issue a notice to UPLC to get the Pre-Inspection done by TPA nominated by UPLC.	Notice shall be issued 15 days prior to the schedule of supply of Laptops.	INR 1,00,000 every 1 week of delay in issue of notice on a weekly incremental basis of INR 1,00,000 subject to a maximum of INR 5,00,000 per lot.

4.2.2. Delivery Schedule Levels

Table 2: Delivery Schedule

S No.	Quantity to be delivered	Target	Penalty
1	5% of ordered quantity	0-60 days	A Penalty of 1% for first two weeks, 2% per week for every subsequent week subject to a maximum of 10% of the undelivered quantity.
2	5% of ordered quantity	61-90 days	
3	25% of ordered quantity	91-120 days	
4	25% of ordered quantity	121-150 days	
5	20% of ordered quantity	151-180 days	
6	20% of ordered quantity	181-210 days	

4.2.3. Warranty obligations

Table 3: Replacement of faulty Laptops/Laptop components SLA

Type of Incident	Resolution time	Penalty
Incident 1 Repair of the Laptop computer or the Laptop components including Keyboard, Touch Pad, Battery, AC Adapter, DVD/CD Reader , LCD Display, Plastic Case, Memory, Motherboard, Processor, Ports, Wireless, Hard Drive, Cooling System (Fan etc.), Expansion Cards (if available), Pointing Device (If applicable) which can be Repaired in the Service center has to be fixed within 2 days of reporting of the problem. T shall be the agreed resolution time which in case of repair is 2 (two) working days.	T	No Penalty
	T1 = T+2 days	0.5% of the value of the Laptop for every unresolved incident.
	T2 = T1+2	1% of the value of the Laptop for every unresolved incident.
	> T2	2% of the value of the Laptop for every unresolved incident subject to a maximum of 15 days. After 15 days Bidder shall replace the Student's Laptop with the new Laptop along with a penalty of 20%

		of the value of the Laptop to UPLC/GoUP
Incident 2 Replacement including the Faulty Laptop components and faulty operating system as mentioned above to be replaced within 4 days of reporting the problem. The Bidder should maintain at least 2% inventory to carry out the replacement work. The Bidder shall attract 20% extra penalty on the total penalty calculated from Incident 1 & Incident 2 when the cases of Resolution Time > T2 exceeds 100 in number per District on a monthly basis.	T	No Penalty
	T1 = T+4 days	1% of the value of the Laptop for every unresolved incident.
	T2 = T1+2	2% of the value of the Laptop for every unresolved incident.
	> T2	5% of the value of the Laptop for every unresolved incident subject to a maximum of 15 days. After 15 days Bidder shall replace the Student's Laptop with the new Laptop along with a penalty of 20% of the value of the Laptop to UPLC/GoUP
Incident 3 Replacement of the Laptop computer in case of defective Laptop computer or irreparable Laptop computer as declared by the Bidder to be replaced within 15 days of reporting the problem.	T	No Penalty
	> T	A Penalty of 5% per week subject to a maximum of the total value of the Laptop.

4.2.4. Help Desk Services

Table 4: Help Desk Services related SLA

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

4.2.5. Compliance & Reporting procedures SLAs

Table 5: Compliances & Reporting procedure SLAs

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

4.3. SLA Review Process

a. Either UPLC or the selected Bidder may raise an issue by documenting the business or technical problem, which presents a reasonably objective summary of both points of view and identifies specific points of disagreement with possible solutions.
b. A meeting or conference call will be conducted to resolve the issue in a timely manner. The documented issues will be distributed to the participants at least 24 hours prior to the discussion if the issue is not an emergency requiring immediate attention.
c. UPLC and the Bidder shall develop an interim solution, if required, and subsequently the permanent solution for the problem at hand. The Bidder will then communicate the resolution to all interested parties.
d. In case the issue is still unresolved, the arbitration procedures described in Section 6.33 will be applicable.

4.4. Penalties

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

4.5. Liquidated Damages

a. Subject to clause for Force Majeure, if the Selected Bidder fails to complete the Supply and Commissioning of Laptops within 210 days or if Bidder repudiates the Agreement before completion of the work, UPLC at its discretion may without prejudice to any other right or remedy available to UPLC under the Agreement recover a maximum of 10% (Ten percent) of the total value of the order from the Bidder as Liquidated Damages (LD).
b. UPLC will be free to procure the remaining Laptops from alternate sources at the cost and risk of the defaulting Vendor, by forfeiting the EMD/Security Deposit of the Bidder. In addition, UPLC will impose a cancellation charge of 5% of the value of undelivered Laptops, which shall be recovered from the pending bills or EMD/Security Deposit or by raising claims.
c. The selected Bidder shall in addition to other remedies available to UPLC/GoUP be liable to pay a sum of INR 10,00,000 (Rupees Ten Lacs only) for every occasion as Liquidated Damages if found that the Bidder is misusing the Uttar Pradesh Government Logo for any purpose other than for the Supply of Laptops under this scheme or using it for Bidder's benefit without express written permission of UPLC or GoUP.

SECTION V

Instructions to Bidders

Section V- Instructions to Bidders

5.1. Consortium

In case of Consortium, the Prime Bidder must be specified by the members:

a. The Prime Bidder cannot be a partner in more than one Consortium.

b. In case of Consortium, the maximum number of member should not be more than 3.

c. Only Prime Bidder will submit the Bids and sign the Agreement.

d. The Prime Bidder (and all members of Consortium), should be registered under Companies Act 1956. Partnership and Proprietor firms are not allowed.

e. No change in the composition of a Bidder will be permitted by UPLC during the validity period of the Proposal as defined in Section 5.15.

f. Change in members of the Consortium of the selected Bidder will not be allowed.

g. The Prime Bidder must be an OEM of Laptops/PCs in India or abroad.

For detailed Consortium criteria refer Annexure-2.

5.2. Procedure for Submission of Bids

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

a. Each copy of, Qualification Bid, and Commercial Bid of the RFP should be covered in separate sealed covers super-scribing, “Qualification Bid” and “Commercial Bid” respectively. Each copy of each Bid should also be marked as "Original” and "First Copy" as the case may be. All the two copies of each Bid should be put in a single sealed cover super-scribing “Qualification Bid”and “Commercial Bid” as the case may be. **Please Note that Prices should not be indicated in the Qualification Bid but should only be indicated in the Commercial Bid**.

b. The two envelopes containing copies of Qualification Bid, and Commercial Bid should be put in another single sealed envelope clearly marked “Selection of Vendor(s) for Supply of Laptop computers throughout the State of Uttar Pradesh”. These envelopes are to be super scribed with RFP Number and the wordings “DO NOT OPEN BEFORE **1400** hours on **19/11/2012**.

c. The cover thus prepared should also indicate clearly the name, address, telephone number, E-mail ID and fax number of the Bidder to enable the Bid to be returned unopened in case it is declared "Late".

d. Demand Draft/ Banker’s Cheque/ Bid Document purchase receipt (in case Bid Document is purchased from UPLC Office) of Bid document Fees and Demand Draft/Banker’s Cheque of Processing Fees and Demand Draft/Banker’s Cheque/Bank Guarantee of Earnest Money Deposit

(EMD) should be attached separately while submitting the Bid.

e. Each copy of the Proposal should be a complete document. The Document should be page numbered and appropriately flagged and must contain the list of contents with page numbers. Different copies must be bound separately. Any deficiency in the documentation may result in the rejection of the Bid.

f. In case of any discrepancy observed by UPLC in the contents of the submitted original paper Bid Documents with respective copies, the information furnished on original paper Bid Document will prevail over others.

g. As part of the Bid, Bidder should also provide the Qualification Bid in soft copy format, in the form of a non-rewriteable CD (Compact Disc) as follows:

   i. Two (2) copies of CD each containing the Qualification Bid should be sealed along with the hard copies of the respective Bids.

   ii. All CDs submitted by the Bidder must be in sealed covers. The sealed covers as well as the CD media must be duly signed by the Bidder using a “Permanent Pen/Marker”, should be super-scribed with “Qualification Bid Soft Copy” and should bear the name of the Bidder.

   iii. Bidder must ensure that the information furnished by him in CDs is identical to that submitted by him in the original paper Bid Document. In case of any discrepancy observed by UPLC in the contents of the CDs and original paper Bid Documents, the information furnished on original paper Bid Document will prevail over the soft copy.

   iv. Bidder must ensure that the Qualification Bid CDs do not contain any Commercial items/prices.

h. Telex/Telegraphic/Tele-fax/E-mail Bids will not be considered. All out-station Bids, if sent by post, should be sent under registered cover.

i. If the outer envelope is not sealed and marked as indicated above, UPLC will assume no responsibility for the Bid’s being misplaced or premature opening.

5.3. Authentication of Bid

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

5.4. Validation of interlineations in Bid

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

5.5. Cost of Bidding

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

5.6. 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 matters must be submitted in writing. The costs of visiting the site(s) shall be at Bidder's own expense.

5.7. Clarification on RFP

a. A prospective Bidder requiring any clarification on the RFP Document may submit his queries, in writing, at the mailing address and as per schedule indicated in **"Key Events and Dates".** The queries must be submitted in the following format only to be considered for clarification:

Table: Clarification Format

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

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

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

5.8. Language of Bids

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

5.9. Documents Comprising the Bids

The Proposal shall have Two Cover System for this RFP as outlined in section 5.2:

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

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

Proposal submitted by the Bidder shall comprise the following:

a. Proposal covering letter (covering letter is set forth in **Annexure - 1** of this RFP).

b. Qualification Document as prescribed in the **Section VIII** of this RFP.

c. Commercial proposal as specified in **Section IX** of this RFP.

d. Samples of Laptops proposed to be supplied.

e. Any other information that is required to be submitted in the proposal process.

Bidder shall submit with its proposal, inter alia, the following attachments:

a. A board resolution (in case of a group or Consortium Bid, the Prime Bidder's Board of Directors) 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 members of the Consortium (as per the format provided in **Section 8.4** 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 and commercial strengths in the enclosed formats only. **Any deviations with respect to this may make the Bid liable for rejection**. The Bid shall be attached with the Covering Letter as specified in **Annexure - 1** and shall be enclosed in the main envelope, which has the EMD, Bid Document Fees, Processing Fees, Qualification and Commercial Bid Envelopes. **Bids not submitted with this Covering Letter shall be liable for rejection**.

5.10. Bid Prices

a. The Bidder shall indicate the price in the prescribed format, the unit rates and total Bid Prices of the Laptops, inclusive of twelve months comprehensive warranty, it proposes to provide under the Agreement. In absence of above information as requested, the Bid may be considered incomplete and be summarily rejected. The price components furnished by the Bidder in accordance with format provided in the RFP will be solely for the purpose of facilitating the comparison of Bids by UPLC.

b. The Bidder shall prepare the Bid based on details provided in the RFP. It must be clearly understood that the Scope of Work is intended to give the Bidder an idea about the order and magnitude of the work and is not in any way exhaustive and guaranteed by UPLC. The Bidder shall carry out all the tasks in accordance with the requirement of the RFP and due diligence and it shall be the responsibility of the Bidder to fully meet all the requirements of the RFP. If during the course of execution of the Project any revisions to the work are to be made to meet the goals of UPLC/GoUP, all such changes shall be carried out within the current price.

5.11. Firm Prices

a. The Bidder shall quote a fixed price for the goods inclusive of twelve months comprehensive warranty as detailed in the RFP on a single responsibility basis. However, the selected Bidder/Prime Bidder and Consortium members shall be jointly and severally held responsible for the goods and warranty services provided during the period of Agreement. **UPLC reserves the right to procure the goods and twelve months comprehensive warranty listed in this RFP in whole or in part.** No adjustment of the Agreement price shall be made on account of any variations in costs of labor and materials or any other cost component affecting the total cost in fulfilling the obligations under the Agreement. The payment based on commercial proposal of the Bidder shall be the only payment, payable by U.P Electronics Corporation Limited/Government of Uttar Pradesh, to the selected Bidder for completion of the contractual obligations by the selected Bidder under the Agreement, subject to the terms of payment specified in the Agreement. The price would be inclusive of all taxes, duties, charges and levies as applicable.

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

5.12. Bid Currencies

Prices shall be quoted in Indian Rupees (INR).

5.13. Bidder Qualification

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

5.14. Bid Security (Earnest Money Deposit)

a. Bidders shall submit, along with their Bids, Bid security or Earnest Money Deposit (EMD) of INR 48,50,00,000/- (Rupees Forty Eight Crores and Fifty 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 of Scheduled Bank in favour of "U.P. Electronics Corporation Limited" valid for a period of one year. EMD in any other form will not be entertained**. Please refer Annexure-4 for the Bank Guarantee format**.
b. The EMD of all unsuccessful Bidders would be refunded by UPLC. The Bid security, of the successful Bidder would be returned upon submission of Performance Guarantee.
c. Bid without adequate Bid security/EMD shall be rejected without providing any opportunity to the Bidder concerned.

5.15. Bid Validity Period

a. The proposals shall be valid for a period of Six (6) calendar months from the date of submission of Bids. A proposal valid for a shorter period may be rejected as non-responsive. On completion of the validity period, unless the Bidder withdraws his proposal in writing, it will be deemed to be valid until such time that the Bidder formally (in writing) withdraws his proposal.

b. In exceptional circumstances, at its discretion, **UPLC** may solicit the Bidder's consent for an extension of the validity period. The request and the responses thereto shall be made in writing (or by fax or email).

5.16. Local/Site Conditions

a. It will be incumbent upon each Bidder to fully acquaint himself with the local conditions and other

relevant factors at the proposed Distribution/Training/Demonstration centers which would have any effect on the performance of the work and/or the cost. The Bidders are advised to visit the proposed AMC location (at its own cost) and due-diligence should be conducted before the Bid-submission.

b. Failure to obtain the information necessary for preparing the Bid and/or failure to perform activities that may be necessary for providing warranty services before entering into the Agreement will in no way relieve the selected Bidder from performing any work in accordance with the RFP.

c. It will be imperative for each Bidder to fully inform themselves of all legal conditions and factors which may have any effect on the execution of the work and the Agreement as described in the RFP. UPLC shall not entertain any request for clarification from the Bidder regarding such conditions.

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

5.17. Modification and Withdrawal of Bids

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

5.18. Opening of Bids

5.18.1. Opening of Qualification Bid

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

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

a. The Bids have been received in time. Bids received late shall not be opened.
b. The Bids are marked as required in the RFP.
c. The Bid Document fees of INR 1,000 have been paid or a DD/Banker's Cheque as defined is enclosed. If not, the Bid shall not be opened.
d. The Bid processing fee of INR 1,00,000 in form of DD/Banker's Cheque is attached separately. If not, the Bid shall not be opened.
e. The Qualification and Commercial Bids are enclosed and marked as given in the RFP. If not, the Bid shall not be opened.
f. Unopened Bids shall be returned to the Bidder on written request.

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

5.18.2. Evaluation of Qualification Bid

Qualification Bid:

a. The Qualification Bids of only those Bidders, whose EMD is in order shall be opened first.
b. Bidders need to fulfill all the Qualification conditions mentioned in Qualification Criteria of the RFP. TTEC will examine the Bids to determine whether they are complete, whether the Bid format conforms to the RFP requirements, whether documents have been properly signed, and whether the Bids are generally in order.
c. Bids of Bidders whose Qualification proposal does not meet the set criteria shall be rejected forthwith.
d. The Commercial Bids of disqualified Bidders will be returned unopened on formal written request to UPLC.
e. TTEC may seek oral clarifications with the Bidders. The primary function of clarifications in the evaluation process is to clarify ambiguities and uncertainties arising out of the evaluation of the Bid Documents. Oral clarifications provide the opportunity for the Committee to state its requirements clearly and for the Bidder to more clearly state its proposal. The Committee may seek inputs from their professional, technical faculties in the evaluation process.
f. Conditional Bids will be rejected.

5.18.3. Announcement of Bids

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

5.18.4. Bids Not Considered For Evaluation

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

5.18.5. Criteria for Evaluation of Bids

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

5.18.6. Criteria for Evaluation and Comparison of Qualification Bids

The Qualification proposal will be evaluated using the checklist given in **Section 8.3**.

a. Bidders need to fulfill all the Qualification conditions mentioned in Qualification Criteria of the RFP. TTEC will examine the Bids to determine whether they are complete, whether the Bid format conforms to the RFP requirements, whether documents have been properly signed, and whether the Bids are generally in order
b. The Bidder should submit credentials that best illustrate ability to provide the services required as per the RFP. Credentials in similar environments in terms of scope coverage, magnitude, organizational characteristics etc. should be given preference.
c. The Bidder needs to strictly adhere to the formats provided in section VIII and provide information against each of the line items. Any non-conformance shall constitute a deviation from RFP conditions.
d. It is mandatory to furnish complete Technical specifications of the Hardware being offered, strictly as per the formats provided in Section 8.14. These specifications should be considered as minimum to be fulfilled.
e. All relevant product information such as User Manuals, Technical Specification sheets etc. should be submitted along with the offer. Failure to submit this information along with the offer could result in disqualification of the Bid.

5.18.7. Opening and Comparison of Financial Bids

The Financial Bids will be opened by Tender Evaluation Committee [TEC] appointed by UPLC/GoUP, in the presence of Bidders' representatives (only one) who choose to attend the Financial Bid opening on date and time to be communicated to all the technically qualified Bidders. The Bidder's representatives who are present shall sign a register evidencing their attendance. The name of Bidder, Bid Prices etc. shall be announced at the meeting. The commercial quotes of the **Lowest** Bidder shall be notified as L1. The Quantity offered by the L1

shall be first taken into consideration.

a) In case L1 offers to supply the complete order quantity and is assessed to have the adequate capacity to supply the complete order quantity as per the Delivery schedule by the Tender Evaluation Committee [TEC] then L1 shall be contracted to execute the complete supply order.

b) In case L1 offers to supply partial order quantity and is assessed to have adequate capacity to supply the offered partial order quantity as per the Delivery schedule by the Tender Evaluation Committee [TEC] then the L1 bidder shall be contracted to supply the reduced quantity (which shall be more than the guaranteed minimum quantity) and rest of the quantity shall be divided in equal ratio among the successful Bidders provided the successful Bidders are ready to offer the quantity at the rates quoted by L1.

c) The quantity resulting from the split as mentioned above in case (b) shall be offered to the successful Bidders after the assessment by the TEC in terms of their capacity to manufacture and supply.

d) In case some of the successful Bidders expresses their inability to supply quantity resulted from the split as mentioned above in case(b) then remaining quantity shall again be divided equally among the other successful Bidders provided the other successful Bidders are ready to offer the quantity at the rates quoted by L1 and are assessed by TEC to have adequate capacity to supply the order quantity.

e) In case L1 backs out, the RFP shall be cancelled & Bids shall be invited again.L1 shall however be blacklisted from participating in any future bidding of GoUP projects and are liable for legal action by UPLC/GoUP.

5.19. Negotiation

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

5.20. Rectification of Errors

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

b. Arithmetic errors in proposals will be corrected as follows:
In case of discrepancy between the amounts mentioned in figures and in words, the amount in words shall govern. The amount stated in the proposal form, adjusted in accordance with the above procedure, shall be considered as binding, unless it causes the overall proposal price to

rise, in which case the proposal price shall govern.

5.21. Contacting UPLC/GoUP

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

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

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

a. UPLC/GoUP reserves the right to vary the quantity to be ordered by 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. The unit rate per Laptop quoted/accepted by the selected Bidder shall however not change.

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

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

5.24. Notification of Award

5.24.1. Notification to Bidder

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

5.24.2. Signing of Agreement

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

a. Performance security
b. Agreement form
c. Warranty
d. Payment Schedule
e. Prices
f. Assignment
g. Liquidated damages
h. Termination
i. Applicable law
j. Notices
k. Taxes and duties
l. Confidentiality
m. Limitation of liability
n. Technical Documentation
o. Project Management
p. Bidder’s obligations
q. Other clauses as detailed in this RFP

5.24.3. Discharge of Bid Security

Prior to signing of the Agreement, UPLC shall promptly request the Selected Bidder to provide Performance Guarantee pursuant to Section 5.26. On receipt of the Performance Guarantee, the Bid security of all successful Bidders will be released. The EMD amount of successful bidders can be converted as part of the Performance Guarantee.

5.24.4. Expenses for the Agreement

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

5.25. Failure to abide by the Agreement

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

5.26. Bank Guarantee for Performance

a. The successful Bidder shall at his own expense may deposit with UPLC, within 15 (fifteen) days after the receipt of notification of award of the Contract (Letter of Intent) from UPLC, an unconditional and irrevocable Performance Bank Guarantee (PBG) from a Scheduled Bank acceptable to UPLC, in the format prescribed in **Annexure - 5**, payable on demand, for the due performance and fulfillment of the Agreement by the Bidder.
b. The Performance Guarantee may be submitted as Demand Draft/Banker's Cheque from a Scheduled Bank.
c. This Performance Guarantee shall be for an amount equivalent to **5%** of Agreement value. All incidental charges whatsoever such as premium, commission etc. with respect to the Performance Guarantee shall be borne by the Bidder. The Performance Guarantee shall be valid for six months post completion of the warranty period, i.e., 18 months after final acceptance sign off as per section 3.12. Subject to the terms and conditions in the performance Bank Guarantee, at the end of 18 months after the final acceptance sign off ,the Performance Bank Guarantee may be discharged/ returned by UPLC/GoUP upon being satisfied that there has been due performance of obligations of the Bidder under the Agreement. However, no interest shall be payable on Performance Guarantee. The Bank Guarantee should be in favour of "U.P. Electronics Corporation Limited"

5.27. 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.

5.28. Rejection Criteria

a. The proposal of a Bidder is liable to be disqualified in the following cases or in case Bidder fails to meet the bidding requirements as indicated in this RFP:

   i. Proposal not submitted in accordance with the procedure and formats prescribed in this document.

   ii. During validity of proposal, or its extended period after last date and time for submission of Bids, if any, the Bidder increases the quoted prices.

   iii. The Bidder qualifies the proposal with his own conditions.

   iv. Proposal is received in incomplete form.

   v. Proposal is received after due date and time.

   vi. Proposal is not accompanied by all the requisite documents.

   vii. Information submitted in Qualification proposal is found to be misrepresented, incorrect or false, accidentally, unwittingly or otherwise, at any time during the processing of the Agreement_(no matter at what stage) or during the tenure of Agreement including the extension period if any.

   viii. Commercial proposal is enclosed in the same envelope as Qualification Proposal.

   ix. Bidder tries to influence the proposal evaluation process by unlawful means at any point of time during the Bid process.

   x. In case any Bidder submits multiple proposals or if common interests are found in two or more Bidders, the Bids are likely to be disqualified, unless additional proposals/Bids are withdrawn immediately upon conflict of interest.

   xi. Bidder fails to deposit the Performance Guarantee prior to signing of the Agreement or fails to enter into an Agreement within 15 working days of the date of Letter of award of Contract (LOI) or within such extended period, as may be specified by UPLC.

b. Bidders may specifically note that while evaluating the proposals, if it comes to UPLC's knowledge expressly or implied, that some Bidders may have colluded in any manner whatsoever or otherwise joined to form an alliance resulting in delaying the processing of proposal then the

Bidders so involved are liable to be disqualified for this Contract as well as for a further period of three years from participation in any of the tenders floated by the UPLC/GoUP.

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

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

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

5.29. Concessions permissible under statutes

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

5.30. Income Tax Liability

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

SECTION VI

General Conditions of Agreement

Section VI- General Conditions of Agreement

6.1. Form of Agreement

This AGREEMENT (hereinafter called the "Agreement") is made on the _____, 2012, between Uttar Pradesh Electronics Corporation Limited, Lucknow having its office at 10, Ashok Marg, Lucknow-226001 (hereinafter referred to as the "[UPLC]" which term or expression, unless excluded or repugnant to the subject or context, shall mean and include its successors-in office and assignees) of the First Part and, _____. (herein after called the "Vendor") of the Second Part.

WHEREAS

a. UPLC intends to enable the **Selection of Vendor(s) for supply of Laptop Computers throughout the state of Uttar Pradesh involving the complete Scope of Work described in the RFP.**

b. UPLC undertook the selection of a Vendor adopting an open tender route, through International Competitive Bidding for Selection of Vendor(s) for supply of Laptop computers throughout the state of Uttar Pradesh and issued a Request for Proposal (RFP) dated 17/10/2012.

c. UPLC intends to accord to the Vendor the right to undertake the Project on the terms and conditions set forth in the Agreement;

d. The Vendor in pursuance of its proposal undertakes to Supply, Commission, Service support and any other requirement as per UPLC during the aforesaid period stated hereinabove.

e. All the conditions stated in the Request for Proposal (RFP) and the Corrigendum Document shall form part of the Agreement.

f. The parties agree that for providing the Goods and comprehensive one year warranty as per the terms of this Agreement, the Vendor shall be paid as per the payment schedule detailed in the RFP.

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

1. The following documents attached hereto shall be deemed to form an integral part of this Agreement:
   (a) Schedules of the Agreement;
   (b) Annexures of the Agreement
   (c) Request for Proposal (RFP)

2. The mutual rights and obligations of "UPLC" and the Vendor shall be as set forth in the Agreement, in particular:

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

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

In presence of **Signed by**

For and on behalf of UPLC

("UPLC, Lucknow")

(Witnesses)

(i)

(ii) (Authorized Representative)

(Witnesses)

(i) For and on behalf of Vendor

(ii)

(Authorized Representative)

6.2. Definitions

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

i. **"Applicable Law"** means the laws and any other instruments having the force of law in India for the time being.

ii. "**Bidder**" shall mean an Individual Company registered under the Companies Act 1956 or a Consortium of companies consisting of not more than three companies as defined at Annexure-2 in this document which participates in the Bidding process.

iii. "**Vendor**" or "**Supplier**" shall mean the Bidder Company/Consortium after selection through the RFP with whom the order has been placed for supplying Laptop as specified in this RFP/ Agreement and shall be deemed to include the Bidder's successors, representatives (approved by UPLC), heirs, executors, administrators and permitted assigns, as the case may be, unless excluded by the terms of the Agreement.

iv. "**Bidder's Team**" means the successful Bidder who has to provide goods and twelve months

comprehensive warranty 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 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. **"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;

ix. "**Agreement Price / Value**" means the price payable to the Bidder under the Agreement for the full and proper performance of its contractual obligations.

x. "**Day**" means calendar day.

xi. **Deliverables**" means the products, inclusive of twelve months comprehensive warranty agreed to be delivered by the Vendor in pursuance of this Agreement as defined in the RFP

xii. "**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.

xiii. "**Government**" or "**GoUP**" means the Government of Uttar Pradesh.

xiv. "**Member**" means any of the entities that make up the Consortium; and "Members" means all these entities.

xv. ""**Personnel**" means professionals and support staff provided by the Bidder and assigned to perform supply of goods and fulfill warranty obligations or any part thereof."

xvi. "**Third Party**" means any person or entity other than the Government, UPLC, and Bidder.

xvii. "**In writing**" means communicated in written form with proof of receipt.

xviii. "**Performance Guarantee**" shall mean the guarantee provided by the Bidder in favor of UPLC for an amount specified in the RFP. The Performance Guarantee may be in the form of or Demand Draft or a Bank Guarantee.

xix. ""**Project"** shall mean a scheme announced by GOUP under which Laptop are to be provided to certain Category of eligible students in the State of Uttar Pradesh.

xx. **"Prime Bidder"** shall mean the Company of the Consortium incorporated under the Companies Act, 1956 which shall coordinate with UPLC & the Government on behalf of itself and other members of the Consortium, for the successful execution of the Project for the entire Agreement period.

xxi. "**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.

xxii. **"Service Level"** means the level of performance which will apply to the supply of Laptops and performance of warranty obligations as set out in the RFP."

xxiii. **"Service Level Agreement (SLA)"** means the Level of Services to be provided by Vendor as provided in Section VI of the RFP"

xxiv. **"Warranty"** means the obligation of the vendor to supply quality and quantity of goods and associated services delivered to the Stakeholders of the Project using the tangible and intangible assets created, procured, installed, managed and operated by the Vendor and includes but is not limited to the list of services specified in the RFP.

xxv. **"Sign-off"** shall mean a written certification issued by UPLC/GoUP evidencing the acceptance, approval or completion, as the case may be, of any deliverable that may be required in terms of the Agreement.

xxvi. **"Stakeholders"** includes UPLC & UPLC Employees; Government of Uttar Pradesh, District Magistrates, SDMs & Tehsildars; Government Schools & Colleges in Uttar Pradesh; Private-aided Schools & Colleges in Uttar Pradesh; Students, Teachers & Principals of Educational Institutions; and such other persons/entities that have direct or indirect role in the Project.

xxvii. **"Peripheral device"** is defined as an auxiliary device that connects to and works with the Laptop/PCs in some Way. In the current context the Peripheral devices which will be considered under the RFP are Mouse, Keyboard, Hard drive, Monitor, CD-ROM drive, Graphic Cards, Printers, Scanners, Webcams, and Microphones.

b. References to any statute or statutory provision include a reference to that statute or statutory provision as from time to time amended, extended, re-enacted or consolidated and to all statutory instruments made pursuant to it.

c. Words denoting the singular shall include the plural and vice versa and words denoting persons shall include firms and corporations and vice versa.

d. The headings and use of bold type in this Agreement are for convenience only and shall not affect the interpretation of any provision of this Agreement.

6.3. Interpretation

In this Agreement unless a contrary intention is evident:

a. The section headings are for convenient reference only and do not form part of this Agreement;

b. Unless otherwise specified a reference to a section number is a reference to all of its sub-sections;

c. Unless otherwise specified a reference to a section or sub-section is a reference to a section or sub-section of this Agreement including any amendments or modifications to the same from time to time;

d. A word in the singular includes the plural and a word in the plural includes the singular;

e. A word importing a gender includes any other gender;

f. A reference to a person includes a body corporate;

g. A reference to legislation includes legislation repealing, replacing or amending that legislation;

h. Where a word or phrase is given a particular meaning it includes the appropriate grammatical forms of that word or phrase which have corresponding meanings;

i. In the event of an inconsistency between the terms of this Agreement and the RFP and the Bid, the terms hereof shall prevail.

6.4. Representations & Warranties

a. The Vendor warrants and represents to UPLC that:

   i. it has full capacity and authority and all necessary approvals to enter into and to perform its obligations under this Agreement;

   ii. this Agreement is executed by a duly authorized representative of Bidder;

   iii. it shall discharge its obligations under this Agreement with due skill, care and diligence.

b. In the case of the SLAs, the Vendor warrants and assures to UPLC, that:

   i. the Vendor has full capacity and authority and all necessary approvals to enter into and perform its obligations under the SLAs and to provide the Services;

   ii. the SLAs shall be executed by a duly authorized representative of the Vendor;

iii. "The Vendor and in case of Consortium, all the members of Consortium should have experience in managing and providing Goods and warranty similar to those as given in the RFP and that it shall perform the warranty Services with all due skill, care and diligence;"

iv. the Services shall be provided and rendered by appropriately qualified, trained and experienced personnel as approved by UPLC;

v. The Vendor warrants that (i) the fact that all software & hardware included in the Bid is either covered by a valid license/approvals/ consents or was produced by the Vendor or its partners and (ii) that violations shall be considered fraud, which is, among other remedies for fraud, is punishable by potential blacklisting from participation in future procurement by UPLC/GoUP.

vi. The warranty services will be supplied in conformance with all applicable laws, enactments, orders and regulations;

vii. Vendor shall use its reasonable endeavors to ensure that the equipment, software and hardware supplied and/or used in the course of the provision of the Services, are operational and functional; and

viii. The Vendor at any point during performance of the Agreement, should technological advances be introduced by the OEM/Vendor for Information Technologies originally offered by the OEM/Vendor in its Bid and still to be delivered, the Vendor shall be obligated to offer to UPLC the latest versions of the available Information Technologies having equal or better performance or functionality at the same or lesser unit prices.

ix. The Vendor shall provide a warranty for a period of 12 months from the date of supply & commissioning as per the delivery schedule of the Agreement. The Vendor shall ensure defect free operation and shall repair/replace any such hardware components and reinstall software/ operating system during the entire warranty period. No additional costs shall be paid separately for the warranty other than the costs quoted by the Vendor and as specified in the Agreement.

x. If the Vendor uses in the course of the provision of the Laptop or the hardware components, any software manufactured by any third party which are embedded in the Deliverables or are essential for the successful use of the Deliverables, it shall pass through the third party to UPLC/GoUP manufacturer's warranties relating to those components, software and hardware. Subject to the fulfillment of the obligations of the Vendor as provided for in **Section 6.4 (b) (viii)** above, in the event that such warranties cannot be enforced by UPLC, the Vendor shall enforce such warranties on behalf of UPLC and pass on to UPLC, the benefit of any other remedy received in relation to such warranties.

xi. During the comprehensive warranty period, the Vendor shall repair or replace the defective components or entire Laptop including battery and power adapter subject to the suitability, as per the Agreement at no additional cost to the UPLC or the stakeholders.

c. Notwithstanding what has been stated elsewhere in this Agreement and the Schedules attached

herein, in the event the Vendor is unable to meet the obligations pursuant to the implementation of the Project, Operations and Maintenance & Provision of warranty Services and any related scope of work as stated in this Agreement 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 vendor.

6.5. Scope of Work/Agreement

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

6.6. Duration of the Agreement

This Agreement shall come into effect on _____2012 (hereinafter called the "Effective Date") and shall continue till the completion of the warranty, subject to fulfillment of the rights and obligations of the Parties under the Agreement. This notice shall confirm that the conditions precedent and effectiveness conditions, if any, have been met.

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

6.7. Performance Guarantee

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

6.8. Vendor's Obligations

a. The Vendor would be required to Supply, Commission and Maintain the Laptops. It will be the Bidder's responsibility to ensure compliance to the requirements and continued operation as per the 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 Vendor shall:

   i. Provide goods and warranty services specified by UPLC and make available the necessary equipment/facilities /services as may be necessary and other 'Scope of Work' requirements as specified in the RFP and changes thereof.
   ii. The Vendor shall ensure that the Vendor's Team is competent, professional and possesses the requisite qualifications and experience appropriate to the task they are required to perform under this Agreement. The Vendor shall ensure that the warranty Services are performed through the efforts of the Vendor's Team, in accordance with the terms hereof and to the satisfaction of UPLC/GoUP. Nothing in this Agreement relieves the Vendor from its liabilities or obligations under this Agreement to supply of goods and warranty services in accordance with UPLC directions and requirements and as stated in this Agreement and the Bid to the extent accepted by UPLC and the Vendor 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 Vendor's representative shall have all the powers requisite for the performance of supply of goods and warranty services under this Agreement. The Vendor's representative shall liaise with UPLC's representative for the proper coordination and timely completion of the 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 /inspectionVobservation of hardware, equipment/material, procedures, performance, reports and records pertaining to the works. He shall also have complete charge of the Vendor'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 Vendors of UPLC(if any) working at the Site/offsite for activities related to planning, execution of scope of work and providing services

under this Agreement.

d. Reporting Progress:

i. Vendor shall monitor usage and progress of all the activities specified in the Agreement through appropriate web based software and submit free of cost monthly progress report about various aspect of the work to UPLC or its specified stakeholders. UPLC 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 labor to be provided by the Vendor under the Agreement and the manner and speed of execution and maintenance of the work are to be conducted in a manner to the satisfaction of UPLC's representative in accordance with the Agreement. Should the rate of progress of the work compliance to the requirements of the schedule specified in this Agreement or any part of them, at any time, fall behind the stipulated time for completion or is found to be too slow to ensure completion of the works or insufficient for satisfactory operation the UPLC's representative shall so notify the Vendor in writing.

iii. The Vendor shall reply to the written notice giving details of the measures he proposes to take to expedite the progress so as to complete the works by the prescribed time. The Vendor shall not be entitled to any additional payment for taking such steps.

iv. In case during the supply, commissioning, training and demonstration the progress falls behind schedule or does not meet the desired requirements, the Vendor shall deploy extra manpower, resources, infrastructure to make up the progress or to meet the requirements. All time and cost effect in this respect shall be borne by the Vendor.

d. Knowledge of Infrastructure:

i. The Vendor's undertaking of this Agreement shall be deemed to mean that the Vendor possesses the knowledge of all the requirements pertaining to supply, commissioning of Laptops, Training and Demonstration to the specified stakeholders, establishment of Service Centres as stipulated in the RFP including but not limited to environmental, geographical, demographic and physical conditions and all criteria required to perform the operations.

ii. The Vendor shall be deemed to have understood the requirements and have satisfied himself contained in the Bidding documents, the quantities and nature of the works and materials necessary for the completion of the works, etc. and in-general to have obtained himself all necessary information of all risks, contingencies and circumstances affecting his obligations and responsibilities therewith under the Agreement and his ability to perform it. However, if during the process of commissioning, Training and Demonstration, and maintaining, as required by UPLC, Vendor detects any obstructions affecting the work, the Vendor shall take all measures to overcome them.

iii. Vendor shall be deemed to have satisfied himself as to the correctness and sufficiency of the

Agreement Price for the supply of goods and warranty services. The consideration provided in the Agreement for the Vendor undertaking the supply of goods and warranty services shall cover all the Vendor's obligation and all matters and things necessary for proper execution and maintenance of the supply of goods and warranty services in accordance with the Agreement and for complying with any instructions which UPLC's/GoUP representative may issue in accordance with or in connection therewith and of any proper and reasonable measures which the Vendor takes in the absence of specific instructions from UPLC's representative.

6.9. Vendor's Team

a. The Vendor shall provide to UPLC 5 (five) days prior to the effective date of commencement of works services ,an organization chart showing the proposed organization/manpower to be established by the Vendor for execution of the work/facilities including the identities of the key personnel to be deployed. The Vendor shall promptly inform UPLC in writing of any revision or alteration of such organization charts.

b. The Vendor shall be responsible for the deployment, transportation, accommodation and other requirements of all its employees required for the execution of the work and for all costs/charges in connection thereof.

c. The Vendor shall provide and deploy manpower in the Districts/Tehsils for carrying out the work, only those manpower resources who are skilled and experienced in their respective trades and who are competent to execute or manage / supervise the work in a proper and timely manner.

d. UPLC's representative may at any time object to and require the Vendor to remove forthwith any authorized representative or employee of the Vendor or any person(s) deployed by Vendor, if in the opinion of UPLC's representative the person in question has mis-conducted himself or his deployment is otherwise considered undesirable by UPLC's representative the Vendor shall forthwith remove and shall not again deploy the person in question of the work site without the written consent of UPLC's representative.

e. UPLC's representative may at any time request the Vendor to remove from the work the Vendor's supervisor or any other authorized representative including any employee of the Vendor or any person(s) deployed by Vendor for professional incompetence or negligence or for being deployed for work for which he is not suited. UPLC's representative having made a request as aforesaid in the case of any person which the Vendor has disregarded, may in the case of the same person at any time but on a different occasion and for a different instance of one of the reasons referred to above in this Clause object to and require the Vendor to remove that person from deployment on the work which the Vendor shall then forthwith do and shall not again deploy any person so

objected to on the work or on the sort of work in question (as the case may be) without the written consent of UPLC's representative.

f. UPLC representative shall state to the Vendor in writing his reasons for any request or requirement pursuant to this clause.

g. The Vendor shall maintain backup personnel and shall promptly provide replacement of every person removed pursuant to this section with an equally competent substitute from the pool of backup personnel.

h. In case of change in its team composition owing to attrition the Vendor shall ensure a reasonable amount of time-overlap in activities to ensure proper knowledge transfer and handover/takeover of documents and other relevant materials between the outgoing and the new member. The exiting team member should be replaced with an equally competent substitute from the pool of backup personnel.

6.10. Statutory Requirements

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

6.11. Administration

a. Either party may appoint any individual as their authorized representative through a written notice to the other party. Each representative shall have the authority to:

   i. Exercise all of the powers and functions of his/her Party under this Agreement other than the power to amend this Agreement and ensure the proper administration and performance of the terms hereof and
   ii. Bind his or her Party in relation to any matter arising out of or in connection with this Agreement.

b. The Vendor along with the members of Consortium shall be bound by all undertakings and representations made by the authorized representative of the Vendor and any covenants stipulated hereunder with respect to this Agreement for and on their behalf.

c. For the purpose of execution or performance of the obligations under this Agreement UPLC's representative would act as an interface with the nominated representative of the Vendor. The

Vendor shall comply with any instructions that are given by UPLC's representative during the course of this Agreement in relation to the performance of its obligations under the terms of this Agreement and the RFP.

d. A Committee comprising of representatives from UPLC and the Vendor shall meet on a monthly basis to discuss any issues/bottlenecks being encountered. The Vendor shall draw the minutes of these meetings and circulate to UPLC.

6.12. Right of Monitoring, Inspection and Periodic Audit

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

b. UPLC shall also have the right to conduct, either itself or through another Third Party as it may deem fit, an audit to monitor the performance by the Third Party of its obligations/functions in accordance with the standards committed to or required by UPLC and the Vendor undertakes to cooperate with and provide to UPLC/any other Vendor appointed by UPLC, all documents and other details as may be required by them for this purpose. Any deviations or contravention identified as a result of such audit/assessment would need to be rectified by the Vendor failing which UPLC may without prejudice to any other rights that it may have issue a notice of default.

c. Vendor shall have to give an access of Helpdesk Console and/or reporting tools (Availability and Performance) to UPLC or its designated agency such as TPA during the entire Agreement period as and when required. This will be required for the purpose of service level and other operational requirements related to payment and Project obligations.

6.13. UPLC's Obligations

a. Assistance and Exemptions

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

i. Coordinate with officials, agents and representatives of the Government to the extent as may be necessary or appropriate for the prompt and effective implementation of the Project.

ii. Provide to the Vendor and Personnel any such other assistance as may be specified in the Agreement.

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

If, after the date of this Agreement, there is any change in the Applicable Laws of India with

respect to taxes and duties, whether direct or indirect, which are directly payable by the Vendor, which increases or decreases the cost incurred by the Vendor in supplying the goods and performing the warranty Services, then the same shall be to the account of the Vendor.

6.14. Information Security

During the Term the Vendor shall:

a. 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 Vendor exclusively in terms of the delivery of the goods and warranty 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; and"

b. provide a well-prepared documentation for users in form of a user's manual, a clear plan for training, educating and hand holding the users and shall form part of handholding phase until bringing up to speed; and

c. provide relevant training to the team identified by UPLC; and

d. provide access to UPLC and any persons duly authorized by him/ her to enter any land or premises on which the Assets are for the time being sited so as to inspect the same, subject to any reasonable third party requirements; and

e. 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; and

f. use the Assets exclusively for the purpose of providing the warranty Services as appropriate; and

g. not sell, offer for sale, assign, mortgage, encumbrance, pledge, sub-let or lend out any of the Assets; and

h. use the Assets only in accordance with the terms hereof and those contained in the SLAs; and

i. maintain standard forms of comprehensive insurance including liability insurance, system and facility insurance and any other insurance for the Assets, data, software, etc. in the joint names of UPLC and the Vendor , where UPLC, shall be designated as the 'loss payee' in such insurance policies.; and

j. A sign off from UPLC at each stage is essential to close each of the above considerations.

6.15. Ownership of Equipment

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

6.16. Risk Management

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

6.17. Indemnity

a. The Vendor shall execute and furnish to UPLC a Deed of Indemnity in favour of "UPLC" in a form and manner acceptable to UPLC/GoUP, indemnifying UPLC and GoUP from and against any costs, loss, damages, expense, claims including those from third parties or liabilities of any kind howsoever suffered, arising or incurred inter alia during and after the Agreement period out of:

   i. Any negligence or wrongful act or omission by the Vendor or the Vendor's Team in connection with or incidental to this Agreement; or
   ii. A breach of any of the terms of Vendor's Bid as agreed, the RFP and this Agreement by the Vendor or the Vendor's Team.

b. The indemnity shall be to the extent of 100% in favour of UPLC/GoUP.

6.18. Confidentiality

a. The Vendor shall not use any Information including the name or the logo of Government of Uttar Pradesh except for the purposes of supply of goods and warranty Service as specified under this Agreement;

b. The Vendor may only disclose Information in the following circumstances:

   i. With the prior written consent of UPLC.
   ii. To a member of the Vendor's Team ("Authorized Person") if:
      - The Authorized Person needs the Information for the performance of obligations under this Agreement;
      - The Authorized Person is aware it and is obliged to use it only for the performance of obligations under this Agreement.

c. The Vendor shall do everything reasonably possible to preserve the confidentiality of the Information including execution of a confidentiality Agreement with the members of the sub-

Vendor and other Vendor's team members to the satisfaction of UPLC.

d. The Vendor shall sign a Non Disclosure Agreement (NDA) with UPLC. The Vendor, its antecedents and the consortium members shall be bound by the NDA. The bidder will be held responsible for any breach of the NDA by its antecedents, delegates or consortium members.

e. The Vendor shall notify UPLC promptly if it is aware of any disclosure of the Information otherwise than as permitted by this Agreement or with the authority of UPLC.

f. The Vendor shall be liable to fully recompense UPLC for any loss of revenue arising from breach of confidentiality. UPLC reserves the right to adopt legal proceedings, civil or criminal, against the Vendor in relation to a dispute arising out of breach of obligation by the Vendor under this clause.

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

6.19. Term and Extension of the Agreement

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

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

6.20. Prices

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

6.21. Alteration/Variation

The Vendor agrees that quantities given in the Bidding documents are minimum requirements and are in no way exhaustive and guaranteed by UPLC. It shall be the responsibility of the Vendor to meet all the requirements contained in the Bidding documents and any upward/downward revisions and of the quantities to the extent of 20% (Twenty Percent) shall be carried out without any time and cost effect to UPLC."

6.22. Suspension of Work

a. The Vendor shall, if ordered in writing by UPLC's representative, temporarily suspend the works or any part thereof for such a period and such a time as ordered. The Vendor shall not be entitled to claim compensation for any loss or damage sustained by him by reason of temporary suspension of the Works as aforesaid. An extension of time for completion corresponding with the delay caused by any such suspension of the works as aforesaid shall be granted to the Vendor, if request for same is made and that the suspension was not consequent to any default or failure on the part of the Vendor. In case the suspension of works is not consequent to any default or failure on the part of the Vendor and lasts for a period of more than 2 months, the Vendor shall have the option to request UPLC to terminate the Agreement with mutual consent.

b. In the event that UPLC suspends the progress of work for any reason not attributable to the Vendor for a period in excess of 30 days in aggregate, rendering the Vendor to extend his performance guarantee then UPLC shall bear only the cost of extension of such bank guarantee for such extended period restricted to the normal bank rates as applicable in the international banking procedures subject to the Vendor producing the requisite evidence from the bank concerned.

6.23. Completion of work as per Agreement

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

6.24. Payment Schedule

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

S. No	Payment Schedule	Fee Payable	Documents
1.	On delivery of the Laptops at the locations specified by State Government.	**90%** of the Order value	• Payable against the following: 1) Original Invoice 2) Quality Certificate from the respective OEM 3) Insurance Certificate 4) Pre–Dispatch Inspection Report issued by Third Party Inspection Agency engaged by UPLC as per Annexure-8 5) Delivery acknowledgment at Tehsil Level as per Annexure-10 6) Post Delivery Inspection Certificate as per Annexure-9 7) Service Center Operational Certificate as per Annexure-13
2.	On completion of Training and Demonstration to both the teachers and students at Tehsil/School level	**5%** of the Order value	Confirmation of Demonstration to student's certificate & Training to Teachers certificate as per Annexure-11 & 12.
3.	On completion of Warranty of 1 year from the Date of Final acceptance sign off.	**5%** of the Order value	Payable against successful completion of the warranty for the period of one year from the date of Final Acceptance sign off as per section 3.12

b. Additionally, all payments to be made to the Vendor shall be inclusive of all statutory levies,

duties, taxes and other charges whenever levied/applicable. Any increase in rates of all applicable direct or indirect taxes (central or state or local), rates, duties, charges and levies (central or state or local); will be to the account of Vendor.

c. The Vendor shall also bear all personal/income taxes levied or imposed on its personnel, Consortium's personnel etc. on account of payment received under this Agreement. Vendor shall further bear all income/corporate taxes, levied or imposed on account of payments received by it from the UPLC/GoUP for the work done under this Agreement.

6.25. Events of Default by the Vendor

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

a. The Vendor has failed to perform any instructions or directives issued by UPLC which it deems proper and necessary to execute the scope of work under the Agreement or

b. The Vendor has failed to adhere to any of the key performance indicators as laid down in the Agreement or if the Vendor has fallen short of matching such standards/targets as UPLC may have designated with respect to any task necessary for the execution of the scope of work under this Agreement. The above mentioned failure on the part of the Vendor may be in terms of failure to adhere to timelines, specifications, requirements or any other criteria as defined by UPLC.

c. The Vendor has failed to remedy a failure to perform its obligations in accordance with the specifications issued by UPLC despite being served with a default notice which laid down the specific deviance on the part of the Vendor to comply with any stipulations or standards as laid down by UPLC or

d. The Vendor/Vendor's Team has failed to conform with any of the Service/Facility Specifications/standards as set out in the scope of work of this RFP or has failed to adhere to any amended direction, modification or clarification as issued by UPLC during the term of this Agreement and which UPLC deems proper and necessary for the execution of the scope of work under this Agreement.

e. The Vendor has failed to demonstrate or sustain any representation or warranty made by it in this Agreement with respect to any of the terms of its Bid or the RFP and this Agreement.

f. There is a proceeding for bankruptcy, insolvency, winding up or there is an appointment of receiver, liquidator, assignee, or similar official against or in relation to the Vendor.

g. The Vendor/Vendor's Team has failed to comply with or is in breach or contravention of any applicable laws.

h. Where there has been an occurrence of such defaults inter alia as stated above, UPLC shall issue a notice of default to the Vendor, setting out specific defaults/deviances/omissions and providing a notice of Thirty (30) days to enable such defaulting party to remedy the default committed.

i. Where despite the issuance of a default notice to the Vendor by UPLC, the Vendor fails to remedy the default to the satisfaction of the UPLC/GoUP, UPLC may, where it deems fit, issue to the defaulting party another default notice or proceed to adopt such remedies as may be available to UPLC/GoUP.

6.26. Consequences in Event of Default

a. Where an Event of Default subsists or remains uncured beyond permissible or reasonable time, UPLC shall be entitled to the following: for cases where permissible time is not indicated in the Agreement, UPLC will decide, at its discretion, the quantum of reasonable time to cure the default.

   i. Impose any such obligations and conditions and issue any clarifications as may be necessary to inter alia ensure smooth continuation of supply of goods and warranty Services and the Project which the Vendor shall be obliged to comply with which may include unilateral re-determination of the consideration payable to the Vendor hereunder. The Vendor shall in addition take all available steps to minimize loss resulting from such event of default.

b. UPLC may by a written notice of suspension to the Vendor, suspend all payments to the Vendor under the Agreement provided that such notice of suspension:

   i. Shall specify the nature of the failure and

   ii. Shall request the Vendor to remedy such failure within a specified period from the date of receipt of such notice of suspension from UPLC to the Vendor.

c. Where UPLC deems necessary it shall have the right to require replacement of any of the Vendor's warranty service providers with another suitable member. The Vendor shall in such case terminate forthwith all their Agreements/Contracts other arrangements with such member and find of the suitable replacement for such outgoing member with another member to the satisfaction of UPLC/GoUP who shall execute such Agreements/Contracts with UPLC as UPLC may require. Failure on the part of the Vendor to find a suitable replacement and/or terminate all Agreements/Contracts with such member shall amount to a breach of the terms hereof and UPLC

in addition to all other rights, may procure similar warranty services from other provider at the cost of Vendor and UPLC shall also have the right to claim damages and recover from the Vendor all losses/or other damages that may have resulted from such failure.

d. UPLC reserves the right to terminate the Agreement with 30 days notice.

6.27. Termination of the Agreement by Vendor

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

6.28. Termination

a. By UPLC:

UPLC may terminate this Agreement in case of the occurrence of any of the events specified in paragraphs (i) through (vii) of this **Section 6.28 (a)**. In such an occurrence "UPLC" shall give a not less than thirty (30) days' written notice of termination to the Vendor, and sixty (60) days' in case of the event referred to in (viii).

i. If the Vendor fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to **Section 6.22** hereinabove, within thirty (30) days of receipt of such notice of suspension or within such further period as UPLC may have subsequently approved in writing.

ii. If the Vendor becomes (or, if the Vendor consists of more than one entity, if any of its Members becomes and which has substantial bearing on providing Services under this Agreement) insolvent or goes into liquidation or receivership whether compulsory or voluntary. Conversely if UPLC/GoUP apprehends a similar event regarding the Vendor, it can exercise the right of termination in the manner stated hereinabove.

iii. If the Vendor fails to comply with any final decision reached as a result of arbitration proceedings.

iv. If the Vendor, in the judgment of UPLC/GoUP, has engaged in corrupt or fraudulent practices in competing for or in executing this Agreement.

v. If the Vendor submits to UPLC/GoUP a false statement which has a material effect on the rights, obligations or interests of UPLC/GoUP.

vi. If the Vendor places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to UPLC/GoUP.

vii. If the Vendor fails to provide the quality goods and warranty services as envisaged under this Agreement. The Committee shall be constituted to monitor the progress of supply of goods and warranty Services. This Committee shall make judgment regarding the poor quality of goods and warranty Services, the reasons for which shall be recorded in writing. The Committee may decide to give 15 days time to the Vendor to improve the quality of the goods and warranty Services and Vendor fails to improve the quality of goods and warranty Services.

viii. If, as the result of Force Majeure, the Vendor is unable to perform a material portion of the supply of goods and warranty Services for a period of not less than sixty (60) days.

ix. If UPLC, in its sole discretion and for any reason whatsoever, decides to terminate this Agreement.

b. UPLC/GoUP reserves the right to terminate the Agreement in case Vendor gets blacklisted by any other Ministry/Department of Government of India or State Governments during the course of Laptops supply and implementation or if Vendor is convicted in a legal/tax evasion case or on account of any other legal misconduct of the Vendor.

c. On termination of this Agreement for any reason, the SLAs shall automatically terminate forthwith except those that are specified to operate on termination of Agreement and UPLC will decide the appropriate course of action.

d. The termination provisions set out in this Agreement shall also apply to the SLAs.

e. By the Vendor:

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

i. If UPLC/GoUP fails to pay any money due to the Vendor pursuant to this Agreement and not subject to dispute pursuant to this Agreement hereof within forty-five (45) days after receiving written notice from the Vendor that such payment is overdue.

ii. If, as the result of Force Majeure, the Vendor is unable to perform a material portion of the

supply of goods and warranty Services for a period of not less than sixty (60) days.

iii. If UPLC/GoUP fails to comply with any final decision reached as a result of arbitration pursuant to this Agreement.

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

f. Cessation of Rights & Obligations:

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

i. Such rights & obligations as may have accrued on the date of termination or expiration

ii. The obligation of confidentiality set forth in the Agreement hereof,

iii. The Vendor's obligation to permit inspection, copying and auditing of their accounts and records and any right which a Party may have under the Applicable Law

g. Cessation of Services:

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

h. Payment upon Termination:

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

i. If the Agreement is terminated pursuant to Section 6.28 (a) (viii, ix) or 6.28 (e), payment due pursuant to Payment Schedule hereof for supply goods & Warranty Services satisfactorily performed prior to the effective date of termination,

ii. If the Agreement is terminated pursuant to Section 6.28 (a) (i) to (vii), the Vendor shall not be entitled to receive any payments upon termination of the Agreement. Under such circumstances, upon termination, UPLC/GoUP may also impose liquidated damages as per the provisions of this Agreement. The Vendor will be required to pay any such liquidated damages UPLC/GoUP within 30 days of termination date.

i. Disputes about Events of Termination:

If either Party disputes whether an event specified in paragraphs (i) through (vii) of Section 6.28 (a) or in Section 6.28 (e) hereof has occurred, such Party may, within forty-five (45) days after

receipt of notice of termination from the other Party, refer the matter to 6.33 hereof, and this Agreement shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

6.29. Consequences of Termination

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

b. Upon termination of this Agreement, the Parties will comply with the Exit Management Schedule as contained in Schedule I to the Agreement.

6.30. Penalty

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

6.31. Liquidated Damages

In the event, the Vendor (i) fails to meet the milestones provided for in the Delivery Schedule as per section 3.9 for Implementation and Operations contained in Schedule IV, (ii) fails to perform the responsibilities and obligations as set out in RFP to the complete satisfaction of UPLC, UPLC shall without prejudice to his other rights and remedies, reserve the right to invoke the entire performance guarantee and even terminate the Agreement.

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

6.32. Approvals

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

6.33. Dispute Resolution

a. Amicable Settlement

Performance of the Agreement is governed by the terms and conditions of the Agreement. In case a dispute arises between the parties regarding any matter under the Agreement, either Party of the Agreement may send a written Notice of Dispute to the other party. The Party receiving the Notice of Dispute will consider the Notice and respond to it in writing within 30 days after receipt. If that party fails to respond within 30 days, or the dispute cannot be amicably settled within 60 days following the response of that party, **Section 6.33 (b)** shall become applicable

b. Arbitration

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

ii. Subject to the above, the Courts at Lucknow only shall have jurisdiction in this matter.

c. Adjudication by Regulator Authority or Commission

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

d. Arbitration Decision

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

e. Arbitration Expenses

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

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

6.34. Limitation of the Bidder's Liability towards UPLC

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

   i. for any indirect or consequential loss or damage;

   ii. for any direct loss or damage that exceeds the total value of the Agreement or the proceeds the Vendor may be liable to receive from any insurance maintained by the Vendor to cover such a liability, whichever is higher

b. This limitation of liability shall not affect the Vendor's liability, if any, for damage to Third Parties caused by the Vendor or any person or firm acting on behalf of the Vendor in carrying out the Services.

c. There shall be no limitation of liability in case of any damages for bodily injury (including death) and damage to real property and tangible personal property.

d. Neither this Agreement nor the SLAs grant or create any rights, benefits, claims, obligations or causes of action in, to or on behalf of any person or entity (including any third party) other than between the respective Parties to this Agreement or the SLAs, as the case may be.

e. Any claim or series of claims arising out or in connection with this Agreement or the SLA shall be time barred and invalid if legal proceedings are not commenced by the relevant Party against the other Party within a period of 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 shall be entitled to claim the remedy of specific performance under this Agreement or the SLAs.

6.35. Conflict of Interest

a. Sole Bidder or Prime Bidder or any Consortium members shall hold UPLC's interest paramount, without any consideration for future work and strictly avoid conflict with other assignment or their own corporate interest.

b. Sole Bidder or Prime Bidder or any Consortium members should not be engaged in any such business (excluding any work assigned to them by UPLC) which has conflict of interest with the Project for which the Bids are being submitted.

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

a. receive or have received any direct or indirect subsidy from any of them; or

b. have common controlling shareholders; or

c. have the same legal representative for purposes of this Bid; or

d. have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the UPLC regarding this Bidding process; or UPLC policy requires that a firm participating in a procurement process shall not have a conflict of interest. Any firm found to have a conflict of interest shall be ineligible for award of a Contract.

e. A firm shall be considered to have a conflict of interest in a procurement process if:

   i. such firm is providing consulting/monitoring services directly related to providing goods, works, or non-consulting services for the preparation or implementation of the Project to be Bid for. This provision does not apply to the various firms (consultants, contractors, or Vendors) which together are performing the Contractor's obligations under a turnkey or design and built Contract; or
   ii. such firm (including its personnel) has a close business or family relationship with a professional staff of UPLC or;
   iii. who are directly or indirectly involved in the preparation of the Bidding documents or

specifications of the Agreement, and/or the Bid evaluation process of the Agreement.

f. The Bidder/Prime Bidder participates in more than one Bid in this Bidding process. Participation by Bidder/Prime Bidder in more than one Bid will result in the disqualification of all Bids in which it is involved. However, this does not limit the inclusion of the same product (commercially available hardware, software or network product manufactured or produced by the firm), as well as purely incidental services such as installation, configuration, routine training and ongoing maintenance/support, in more than one Bid; or

g. if the 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.

6.36. Governing Language

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

6.37. "No Claim" Certificate

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

6.38. Publicity

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

6.39. Force Majeure

a. Definition

i. For the purposes of this Agreement, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and not brought about by or at the instance of the Party claiming to be affected by such events and which has caused the non-performance or delay in performance, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots,

civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.

ii. Force Majeure shall not include (1) any event which is caused by the negligence or intentional action of a Party or such Party's Sub-Contractors or agents or employees, nor (2) any event which a diligent Party could reasonably have been expected both to take into account at the time of the conclusion of this Agreement, and avoid or overcome in the carrying out of its obligations hereunder.

iii. Subject to **Section 6.39 (b),** Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder

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

c. Measures to be taken

i. A Party affected by an event of Force Majeure shall continue to perform its obligations under the Agreement as far as it is reasonably practical, and shall take all the reasonable measures to minimize the consequences of any event of Force Majeure

ii. A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than two (2) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible

iii. Any period within which a Party shall, pursuant to this Agreement, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure

iv. During the period of an event of Force Majeure, the Vendor, upon instructions by UPLC, shall continue with the supply of goods and warranty Services to the extent possible, in which case the Vendor shall continue to be paid under the terms of this Agreement.

v. In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Section 6.33.

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

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

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 Vendor to resume normal activities under this Agreement. In case the default continues, then UPLC may discuss the issue with the Vendor and revise the existing timelines for the Project. If the Vendor does not complete the Project Implementation in accordance with the revised timelines, UPLC will have the option to invoke the Performance Guarantee and/or terminate this Agreement.

ii. Post commencement of operations: If the event of Force Majeure occurs post commencement of operations and continues for a period in excess of five days, then UPLC will grant a period of 7 days to the Vendor to resume normal supply of goods and warranty services under this Agreement. In case the default continues, UPLC may grant an extension of time to the Vendor for rectifying the situation. However, UPLC will deduct for each day of the extension period a percentage proportionate to the number of days and the affected areas/s from the next payable amount as per Payment Schedule. If there is any further delay despite the extended period, UPLC will have the option to invoke the Performance Guarantee and/or terminate the Agreement.

d. All payments pursuant to termination due to Force Majeure event shall be in accordance with the Terms of Payment Schedule.

e. Notwithstanding the terms of this Section, the failure on the part of the Vendor under the Agreement any SLA to implement any disaster contingency planning and back-up and other data safeguards in accordance with the terms of the SLA against natural disaster, fire, sabotage or other similar occurrence shall not be an event of force Majeure.

6.40. General

6.40.1. Relationship between the Parties

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

6.40.2. No Assignment

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

6.40.3. Sub Contracting

The Bidder shall not assign to others, in whole or in part, their obligation to perform under the Agreement, except with UPLC"s prior written consent.
The Bidder shall notify and obtain concurrence from UPLC in writing of all subcontracts awarded under the Agreement. Such notification, in the original quotation or later, shall not relieve the Bidder from any liability or obligation under the Agreement.

6.40.4. Survival

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

6.40.5. Governing Law

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

6.40.6. Jurisdiction of Courts

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

6.40.7. Compliance with Laws

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

6.40.8. Notices

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

6.40.9. Modification

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

6.40.10. Application

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

6.40.11. Performance and Spares

a. The Vendor shall specify in the Proposal the complete list of spares that will be maintained for meeting the various SLA parameters specified in the RFP.
b. The Vendor shall stand guarantee for the supply of spares of all the equipment under the scope of supply for a minimum period of 12 months from date of sign-off of and also guarantee that discontinuity of production of any item offered as a part of the system shall not affect the maintainability of the system for a period of 3 years from date of Final Acceptance Sign-off as per section 3.12.

6.40.12. Warranty

a. The successful Vendor shall provide a comprehensive warranty for duration of 12 months, commencing from the date of Final Acceptance Sign-off as per section 3.12

b. Vendor shall also provide complete warranty Services and maintenance support for all the Laptops as outlined in this RFP for a period of 12 months from the date as above.

c. During the warranty period, the Vendor shall warrant that the Laptops supplied under the Agreement are new, unused, of the most recent version/models and incorporate all recent improvements in design and materials unless provided otherwise in the Agreement. The Vendor further warrants that the goods supplied under this Agreement shall have no defects arising from design, materials or workmanship.

d. The successful Vendor hereby warrants UPLC that:

   i. The goods and warranty services supplied represents a complete, integrated solution meeting all the requirements as outlined in the RFP and further amendments if any, and provides the functionality and performance, as per the terms and conditions specified in the Agreement.

   ii. The proposed Laptop Model will achieve parameters delineated in the technical specification/requirement and shall be appropriately integrated to meet proposed requirements.

   iii. The vendor will be responsible for warranty services from subcontracted third party producers or licensers of products included in the systems.

   iv. The vendor undertakes to ensure the maintenance of the acceptance criterion/standards in respect of the systems during the warranty period.

SECTION VII Miscellaneous Conditions

Section VII- Miscellaneous Conditions

7.1. Personnel

a. General

i. The Vendor shall employ and provide such qualified and experienced Personnel and Sub-Contractors as are required to carry out the supply of goods and warranty Services.

ii. The Vendor shall provide the structure of the Implementation Team.

iii. The Vendor shall clearly mention the details of Technical Staff deployed at all Service Centres with no same resource proposed for more than one location.

iv. The Vendor is required to provide CVs of the Key personnel such as Project Manager, District Supervisor/Team Lead etc clearly mentioning professional & educational background. Besides the positions mentioned, the Vendor is free to propose personnel for any other managerial posts which he feels would be important for successful implementation of the Project.

b. Removal and/or Replacement of Personnel

If "UPLC" (i) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or (ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Vendor shall, at "UPLC's" written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to "UPLC".

c. Personnel assigned by Vendor to perform the work shall be employees of Vendor, and under no circumstances shall such personnel be considered employees of UPLC/GoUP. Vendor 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 taxes and social security taxes, worker's compensation, employee and disability benefits and the like 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/GoUP as a result of engagement in the Project.

d. The Vendor shall also be responsible to train identified employees of UPLC with regard to the work being performed by the Vendor as and when required by UPLC during the Term of this Project including requirements specified in the RFP. The parameters of the training required for these employees of UPLC shall be communicated by UPLC to the Vendor periodically and shall be in accordance with the latest procedures and processes available in the relevant

areas of work.

e. The Vendor shall not remove Key personnel without the prior written consent of UPLC under the applicable Project Engagement Definition. Any changes to the proposed resources, Vendor shall provide equivalent or more experienced resources in consultation with UPLC.

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

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, Vendor shall ensure that at all times during its performance of the supply of goods and warranty Services, a resident Project manager, acceptable to UPLC, shall take charge of the performance of supply of goods and warranty Services.

7.2. Assignment

All terms and provisions of this Agreement shall be binding on and shall inure to the benefit of UPLC, Vendor and 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.

7.3. 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 Vendor is listed. Either Party shall publish or permit to be published either along or in conjunction with any other person any press release, information, article, photograph, illustration or any other material of whatever kind. 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.

7.4. Variations and Further Assurance

a. No amendment, variation or other change to this Agreement or the SLAs unless agreed upon in writing and signed by the duly authorized representatives of the Parties to this Agreement

or the 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.

7.5. 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.

7.6. 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.

7.7. Ethics

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

7.8. 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.

7.9. 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.

7.10. 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 Vendor 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 Vendor, in case of a Consortium, shall be jointly and severally liable to and responsible for all obligations towards UPLC/Government for performance of works including that of its Associates under the Agreement.

e. The Vendor shall at all times indemnify and keep indemnified UPLC/Government of Uttar Pradesh against all claims/damages etc. for any infringement of any Intellectual Property Rights (IPR) while supplying the goods and providing warranty services under the Project.

f. The Vendor shall at all times indemnify and keep indemnified UPLC/Government of Uttar Pradesh against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its (Vendor'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 Vendor.

g. The Vendor shall at all times indemnify and keep indemnified UPLC/Government of Uttar

Pradesh against any and all claims by Employees, Workman, Contractors, Vendors, agent(s), employed engaged or otherwise working for the Vendor, 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 VIII

Format for Response to RFP: Qualification Bid

Section VIII- Format for Response to RFP: Qualification Bid

8.1. Format 1 - Qualification Bid Letter

[Date]

To,

U.P. Electronics Corporation Limited

10, Ashok Marg, Lucknow - 226001

Tel: 0522-4130303, 2286808, 2286809, +91-9235567201
Fax: 0522-2288583
E-mail: md@uplclko.in, uplclko@gmail.com
Website: http://www.uplc.in

Ref: Request for Proposal (RFP): Qualification Bid for 'For Supply of Laptop Computers throughout the State Of Uttar Pradesh'

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

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

a. BID DOCUMENT FEES

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

b. PROCESSING FEES

We have enclosed a Demand Draft/Banker's Cheque for the sum of INR 1,00,000 /- (Rupees One Lac only) as Bid processing fee as per Section 1.6

c. EARNEST MONEY DEPOSIT (EMD)

We have enclosed an EMD in the form of a Demand Draft/Banker's Cheque/Bank Guarantee for the sum of INR 48, 50, 00,000 /- (Rupees Forty Eight Crores and Fifty Lacs only).

d. PERFORMANCE GUARANTEE

We hereby declare that in case the work is awarded to us, we shall submit the Performance Guarantee in the form prescribed in Annexure - 5 and as per Section VI.

e. CERTIFICATE OF AUTHORITY

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

f. CONSORTIUM AGREEMENT (In case of Consortium)

We have enclosed a Consortium Agreement clearly indicating the Prime Bidder and the members of the Consortium.

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

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

Thanking you,

Yours faithfully,

(Signature of the Bidder)

Printed Name

Designation

Seal

Date:

Business Address:

8.2. Format 2 - General Information about the Bidder/Prime Bidder

Details of the Bidder/Prime Bidder (Company)				
1.	Name of the Bidder/Prime Bidder			
2.	Address of the Bidder			
3.	Status of the Company (Public Ltd/Pvt. Ltd)			
4.	Details of Incorporation of the Company	Date:		
		Ref. #		
5.	Details of Commencement of Business	Date:		
		Ref. #		
6.	Valid Sales tax registration no.			
7.	Valid Service tax registration no.			
8.	Permanent Account Number (PAN)			
9.	Name & Designation of the contact person to whom all references shall be made regarding this RFP			
10.	Telephone No. (with STD Code)			
11.	E-Mail of the contact person:			
12.	Fax No. (with STD Code)			
13.	Website			
14.	Financial Details (as per audited Balance Sheets) (in Crores)			
15.	Year	2011-2012	2010-2011	2009-2010
16.	Net Worth			
17.	Turn Over			
18.	PAT			
19.	Net Cash Accruals			
20.	Net Manufacturing/ Assembly Capacity			
Details of the members of the Consortium (Please attach Consortium Agreement)				
21.	Name of the Bidder (member of			

	Consortium)			
22.	Address of the Bidder			
23.	Status of the Company (Public Ltd./Pvt. Ltd)			
24.	Details of Incorporation of the Company	Date:		
		Ref. #		
25.	Details of Commencement of Business	Date:		
		Ref. #		
26.	Valid Sales tax registration no.			
27.	Valid Service tax registration no.			
28.	Permanent Account Number (PAN)			
29.	Name & Designation of the Contact Person			
30.	Telephone No. (with STD Code)			
31.	E-Mail of the Contact Person:			
32.	Fax No. (with STD Code)			
33.	Website			
34.	Financial Details (as per audited Balance Sheets) (in Cr)			
35.	Year	2011-2012	2010-2011	2009-2010
36.	Net Worth			
37.	Turn Over			
38.	PAT			
39.	Net Cash Accruals			

8.3 Format 3 - Qualification Check List

S. No.	Clause	Documents Required	Compliance (Yes/No)	Page No.
1. 1(a)	• The Bidder (Prime Bidder and all members in case of a Consortium) should be registered under Companies Act, 1956 in India since last 5 years. • The Bidder or Prime Bidder (in case of consortium) should have been in operation for a period of at least 5 years in India.	• Certificate of Incorporation. • Certificate of Commencement of Business issued by the Registrar of Companies. • Memorandum and Articles of Association. • Annual Reports for the last 5 years.		
1(b)	• Notwithstanding anything contained in clause 1(a) in case of OEMs of Laptops and PCs, which are not registered under the Companies Act, 1956, in India, the bids can be submitted by their wholly owned subsidiary which is registered and is in operation in India for the last 5 years, provided all other qualification criteria laid down herein are fulfilled by the OEM.	• Certificate from the OEM that the Indian Company is its wholly owned subsidiary. • An undertaking from OEM that the status of Indian Company as its wholly owned subsidiary will not be changed during the period of Agreement. • An undertaking from OEM that it will guarantee the due performance of the contract executed by its wholly owned subsidiary. • All documents required to show that all qualification criteria are satisfied by the OEM.		

S. No.	Clause	Documents Required	Compliance (Yes/No)	Page No.
2.	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 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. 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.	Consortium Agreement on a Non Judicial stamp paper duly notarized.		
3.	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.	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.		

S. No.	Clause	Documents Required	Compliance (Yes/No)	Page No.
4.	The Bidder (Prime Bidder in case of a Consortium) should be an established Original Equipment Manufacturer in India or Abroad for Laptops/PC's and should have been in this business for a period exceeding five years as on 31.03.2012.	Work Orders along with the completion Certificate/ satisfactory client Certificate confirming year and Area of activity.		
5.	The Bidder (Prime Bidder in case of a Consortium) should have an average annual turnover of at least INR 2,500 Crores during the last three financial years (i.e. 2009-2010, 2010-2011, 2011-2012). The other members of Consortium should individually have an average annual turnover of at least INR 400 Crores during the last three financial years (i.e. 2009-2010, 2010-2011, 2011-2012).	• Audited Profit and Loss Statement and Balance sheets. • Statutory Auditor Certificate or Certificate from the Company Secretary of the Bidder clearly specifying the turnover for the specified years. • In case of Foreign Manufacturer, official documentation establishing the turnover from Department of Tax or other Statutory Authority from country of Incorporation.		
6.	The Bidder (Prime Bidder in case of a Consortium) should have a consolidated minimum positive Net Worth as on the last day of preceding last financial years (i.e. 2009-2010, 2010-2011, 2011-2012). [Net Worth=Paid-up share capital + Reserves and surpluses (Excluding Revaluation Reserves) – Preliminary and pre-operative expenditure and miscellaneous	Audited annual accounts or Statutory Auditor Certificate or Certificate from the Company Secretary of Bidder specifying the Net Worth for the specified years.		

S. No.	Clause	Documents Required	Compliance (Yes/No)	Page No.
	expenditure to the extent not written off, as per the annual report and as adjusted with any qualifications in the Auditors' Report]			
7.	The Bidder (Prime Bidder in case of a Consortium) should have positive Net Cash Accruals (Profit after Tax + Depreciation – Dividends) in each of the previous three financial years (i.e. 2009-2010, 2010-2011 & 2011-2012).	• Audited Profit and Loss Statement for the specified financial years. • Certificate from Statutory Auditor or Certificate from the Company Secretary of Bidder clearly mentioning the Net Profit as mentioned by the Bidder.		
8.	The Bidder (Prime Bidder in case of a Consortium) should have successfully implemented/ completed 5 Projects (Procurement, Installation and Commissioning of Laptops / PC / Peripheral devices) to Non-Government Institutions / financial Institutions (including Banks) for an aggregate value of INR 200 Crores during the last 5 financial years i.e. 2007-08, 2008-09, 2009-10, 2010-11 and 2011-12 . *Note: Multiple work orders against individual Project for the delivery of PCs/ Laptops/ Peripheral devices from Non-Government Institutions/ financial Institutions (including Banks) during the last 5 years shall be considered.*	• Copy of Work order and Certificate of completion or successful implementation by the client OR self Certificate attested by the client. • Documentary proof for the stated Project value attested by the client or certified by the Company Secretary of the Bidder.		
9.	The Bidder (Prime Bidder in case of a Consortium) should have successfully implemented/ completed at least 5 Projects (Procurement, Installation and Commissioning of Laptops /PCs /	• Copy of Work order and Certificate of completion or successful implementation by the client OR Self Certificate attested by the		

S. No.	Clause	Documents Required	Compliance (Yes/No)	Page No.
	Peripheral devices) to Government/PSUs for an aggregate value of INR 100 Crores during the last 5 financial years in India i.e. 2007-08, 2008-09, 2009-10, 2010-11 and 2011-12. *Note: Multiple work orders against individual Project for the delivery of PCs/ Laptops/ Peripheral devices from Government/PSUs during the last 5 years shall be considered.*	client. • Documentary proof for the stated Project value attested by the client or certified by the Company Secretary of the Bidder.		
10.	The Bidder (Prime Bidder in case of a Consortium) should have installed manufacturing capacity of a minimum of 4,00,000 Laptops / PCs per year in the last 3 years.	• In case of Indian Manufacturer, Manufacturing Licence (ML) or Industrial Entrepreneur Memorandum (IEM) or Foreign Investment Promotion Board (FIPB) clearance or any other document from Tax Authority or Statutory Authority establishing the Laptops manufacturing capacity. • In case of Foreign Manufacturer, official documentation establishing the Laptops/PCs manufacturing capacity from Tax Authority or Statutory Authority of the Country of Incorporation. • Details of all units manufacturing Laptops to be submitted as per Section 8.16		

S. No.	Clause	Documents Required	Compliance (Yes/No)	Page No.
11.	As on date of submission of the proposal, the Bidder (Prime Bidder in case of a Consortium) and all Consortium partners shall not be under any declaration of ineligibility for unsatisfactory past performance, corrupt or fraudulent practices, any other unethical business practices or blacklisted either by Ministry/Department of Government of India/ State Government.	Certificate from the Company Secretary 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 Government.		
12.	The OEMs should certify that they have support mechanism in India, either directly through their support office in India or through their authorized channel partners/dealers in India. The Bidder should have successfully provided comprehensive annual maintenance services for Laptops / PCs / Peripheral devices including L1 support, Helpdesk Support, Spares, Inventory, Patches, Updates/ Upgrades with work orders of value of at least INR 10 Crores for Government/ Non-Government /PSUs / Financial Institutions(including Banks) in the last five years. *Note: Any type of remote/web support for Laptops / PCs / Peripheral devices shall not be considered.*	• Undertaking from the authorised signatory of the OEM/Certificate from Company Secretary of OEM as per Section 8.5. • Details of Experience in Annual Maintenance Contract to be submitted as per Section 8.15.		
13.	The Bidder (Prime Bidder in case of a Consortium) should possess	• Copy of the valid ISO Certificates issued from the		

S. No.	Clause	Documents Required	Compliance (Yes/No)	Page No.
	ISO 9001:2008 and ISO 14001 Certification for the Production/Manufacturing Process.	accreditation organization to be submitted as documentary proof. • Details of all units manufacturing Laptops to be submitted as per Section 8.17.		
14.	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 should give an undertaking for establishment of an office, within one calendar month of LOI.	Certificate from the Company Secretary to the effect that the Bidder shall establish an office in Lucknow.		
15.	The Bidder (Prime Bidder in case of a Consortium) must have at least 600 technically qualified professionals on its rolls in the area of networking, systems integration, infrastructure maintenance support & services etc. for this Project. *Note: In case an OEM is the sole Bidder and uses the channel partner/dealer to provide services, the Certificate from Head of HR Department or the Company Secretary of the channel partner/dealer shall be submitted.*	Certificate from Head of HR Department or the Company Secretary for number of technically qualified professionals employed by the Company on its rolls.		
16.	The Bidder (Prime Bidder in case of a Consortium) should supply a minimum of 3,50,000 number of Laptops	Undertaking from the authorised signatory of the quantity to be supplied.		

S. No.	Clause	Documents Required	Compliance (Yes/No)	Page No.
17.	The Bidder (Prime Bidder in case of a Consortium) should submit a Sample Laptop along with the corresponding Test Report of the submitted sample Laptop. *Note: In case two test reports are submitted, two Sample Laptops along with the corresponding Test Reports of the submitted sample Laptops shall be submitted.*	Sample Laptop along with Sample Laptop Test Report from Testing Agencies as specified in section 3.3 and in format as specified in Annexure-7.		
18.	The Bidder shall comply or exceed with all the Technical Specifications as specified in Section 3.2	Details to be provided as per Section 8.14.		
19.	The Bidder shall make a Technical Presentation to the TTEC.	The components to be included as per Section 8.10 and 8.18 • Current Production Capacity • Gaps in supply • Tie ups with other OEMs to fill the Gap • Scheduled Delivery Time • Detailed work plan for supply of Laptops (in Weeks) • SLA Compliance		
20.	Demand Draft/Banker's Cheque against RFP Paper Cost for an amount INR 1,000/- (Rupees One Thousand only)	D.D. No. Bank: Date:		
21.	Demand Draft/Banker's Cheque against Bid Processing Fee for amount INR 1,00,000/- (Rupees One Lac only)	D.D. No. Bank: Date:		
22.	Demand Draft/ Banker's Cheque/	D.D. No. / BG No.		

S. No.	Clause	Documents Required	Compliance (Yes/No)	Page No.
	Bank Guarantee against Earnest Money for amount INR 48,50,00,000 /- (Rupees Forty Eight Crores and Fifty Lacs only).	Bank: Date:		

8.4 Format 4 - Format for Submission of Qualification Bids

Instructions:

- Please provide details of compliance with qualification criteria in the formats provided below only. Please note that provision of information in incorrect formats may lead to disqualification
- Please provide requisite documentary proof (as defined in the RFP) for all information provided. Please note that non-submission of documentary proof may lead to disqualification.

A. Operational Requirements (As per Point 1 of Section II)

OEM Name:	
Incorporated as _____ in year _____ at _____.	
Registration Number	
Please provide Certificate of Incorporation:	
Please provide Certificate of Commencement of Business issued by the Registrar of Companies:	
Copy of Memorandum and Articles of Association:	

Kindly Note:

- In case of Consortium, the Prime Bidder should be an OEM and all members must be companies registered in India.
- The Prime Bidder should have been in operation for a period of at least 5 years.

B. Consortium Agreement (As per Point 2 of Section II)

<<<<In case of a Consortium, the Prime Bidder would need to submit an Agreement with the other Consortium members for the 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 stamp paper of requisite value duly notarized** as per the format given subsequently.

Kindly Note:

The Consortium 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 Agreement period.>>

Format for 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

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

The Prime Bidder/Lead Member/First Member, the Second Member and the Third 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 Supply of Laptop computers throughout the State Of Uttar Pradesh.

AND WHEREAS **Section 5.1** of this RFP document stipulates that a Consortium of maximum three 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 Vendor.

2. That M/s_____ which is the Lead Member of the Consortium shall invest and continue to invest in at least (100/n +1)% Interest in the Consortium for the Lock In Period as specified in the RFP document. (where n is number of members in the Consortium including Prime Bidder).

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 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 Vendor 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 Vendor, 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 favor 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.

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/Lead Member/First Member	
Second Member	
Third Member	

IN WITNESS WHEREOF, the Members to the Consortium Agreement have through their authorized representatives executed these presents and affixed common seal of their companies, on the day, month and year first mentioned above.

1. Common Seal of.....

has been affixed in my/our presence pursuant to the Board of Director's resolution dated..... .....

For and on behalf of
Lead Member
M/s.....
(Signature of authorized representative)

WITNESS

1. …….
(Signature)
Name …….
Designation.....…….

2. …….
(Signature)
Name …….
Designation.....…….

2. Common Seal of.....

has been affixed in my/our presence pursuant to the Board of Director's resolution dated..... .....

For and on behalf of
Second Member
M/s.....
(Signature of authorized representative)

WITNESS

1. ……
(Signature)
Name ……
Designation.....……

2. ……
(Signature)
Name ……
Designation.....……

3. Common Seal of.....

has been affixed in my/our presence pursuant to the Board of Director's resolution dated..... .....

For and on behalf of
Third Member
M/s.....
(Signature of authorized representative)

WITNESS
1. ……
(Signature)
Name ……
Designation.....……

2. ……
(Signature)
Name ……
Designation.....……

8.5 Format 5 – OEM Authorization & Letter for Undertaking

Please provide authorization and undertaking as per the format given below as per Point 12 of Section II. The undertaking needs to be provided for all the OEMs whose Laptops are being proposed.

To,

The Managing Director

U.P. Electronics Corporation Limited

10, Ashok Marg, Lucknow - 226001

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

Fax: 0522-2288583

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

Website: http://www.uplc.in

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

Dear Sir

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

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

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

Sincerely Yours,

Name:

Designation:

Signed:

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

Date:

8.6 Format 6- Financial Information

8.6.1. Annual Turnover of the Bidder/Prime Bidder (As per Point 5 of Section II)

Turnover of the Bidder/Prime Bidder (Amount INR Crores)				
Financial Year 2011-12	Financial Year 2010-11	Financial Year 2009-10	Indicate the page number where the details are provided	Conversion rate (if applicable)

Documentary Proof Required:

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

8.6.2. Net Worth of the Bidder/Prime Bidder (As per Point 6 of Section II)

Net Worth of the Bidder/Prime Bidder (Amount INR Crores)				
Financial Year 2011-12	Financial Year 2010-11	Financial Year 2009-10	Indicate the page number where the details are provided	Conversion rate (if applicable)

Documentary Proof Required:

- Audited Annual Accounts or statutory auditor Certificate/Certificate from Company Secretary specifying the net worth for the specified years.

8.6.3. Positive Net Cash Accruals of the Bidder/Prime Bidder (As per Point 7 of Section II)

Net Cash Accruals (Profit after Tax + Depreciation – Dividends) (Amount in INR Crores)				
Financial Year 2011-12	Financial Year 2010-11	Financial Year 2009-10	Indicate the page number where the details are provided	Conversion rate (if applicable)

Documentary Proof Required:

- Audited Profit and Loss Statement for the last three financial years.
- Certificate from statutory auditor/Certificate from Company Secretary clearly mentioning the net profit as mentioned by the Bidder.

8.7 Format 7 - Format for Past Experience

Please provide only one citation for each category as per the Qualification criteria in the format provided below as per point 8 & 9 of Section II. In case the Bidder provides more than one citation against each category, only the first occurring citation shall be evaluated. **The relevant documentary proofs for a citation need to be attached just below the details of the citations in this format.** Documentary proofs provided elsewhere (not below the details of the citation format) may not be considered by the UPLC for evaluation.

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

Documentary Proof Required:

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

8.8 Format 8 - Declaration Regarding Clean Track Record

[Date]

To,

The Managing Director

U.P. Electronics Corporation Limited

10, Ashok Marg, Lucknow - 226001

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

Fax: 0522-2288583

Sir,

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

Yours faithfully,

(Signature of the Bidder)

Printed Name

Designation

Seal

Date:

Business Address:

Documentary Proof Required:

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

8.9 Format 9 – Undertaking from the Prime Bidder for the Quantity to be offered

(IN LETTER HEAD PRINTED FORMAT)

[Date]

To,

The Managing Director,

U.P. Electronics Corporation Limited

10, Ashok Marg, Lucknow - 226001

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

Fax: 0522-2288583

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

Website: http://www.uplc.in

Ref: Request for Proposal (RFP): Qualification Bid for 'Selection of Vendor(s) For Supply of Laptop Computers throughout the State of Uttar Pradesh'

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

Dear Sir,

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

We hereby declare that the above mentioned quantity fulfills the qualification criteria mentioned in Point no. 16, Section II of supplying minimum 3,50,000 (Three Lacs and Fifty Thousand) nos. of Laptops.

Sincerely Yours,:

Name:

Designation:

Signed:

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

Stamp of Bidder

8.10 Format 10 - Plan of action for supply proposed by Vendor

S. No.	Component Description	Remarks
1.	Current Production Capacity	
2.	Gaps in supply	
3.	Tie ups with other OEMs to fill the Gap	
4.	Scheduled Delivery Time	
5.	Detailed Work Plan for Supply of Laptops (in weeks)	

Note: *Please attach the relevant documents.*

8.11 Format 11 - Declaration of Acceptance of Terms and Conditions in the RFP

[Date]

To,

The Managing Director

U.P. Electronics Corporation Limited

10, Ashok Marg, Lucknow - 226001

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

Fax: 0522-2288583

Sir,

I have carefully gone through the Terms & Conditions contained in the RFP document [No. ……..] regarding Selection of Vendor(s) for Supply of Laptops throughout the State of Uttar Pradesh.

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

Yours faithfully,

(Signature of the Bidder)

Printed Name

Designation

Seal

Date:

Business Address:

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

8.12 Format 12 – Resource List

Please provide authorization and undertaking Certificate from Head of HR Department or the Company Secretary for number of technically qualified professionals employed by the Company on its rolls as per point no 15 of section II.

Employee name:		S. No: **1**
Date of Birth:	Nationality:	Contractual/Permanent
Qualification:		
Designation:	Languages Known:	Experience(in Yrs):
Employee name:		S. No: **2**
Date of Birth:	Nationality:	Contractual/Permanent
Qualification:		
Designation:	Languages Known:	Experience(in Yrs):
Employee name:		S. No: 3
Date of Birth:	Nationality:	Contractual/Permanent
Qualification:		
Designation:	Languages Known:	Experience(in Yrs):
Employee name:		S. No: 4
Date of Birth:	Nationality:	Contractual/Permanent
Qualification:		
Designation:	Languages Known:	Experience(in Yrs):

8.13 Format 13 – CV Format of Key Personnel

- The Bidder should enclosed its key Personnel Details as a part of Technical Presentation.
- 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, at the discretion of TTEC.
- TTEC 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.

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 *(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) (Clearly distinguish your "employer" as an employee of the firm from a "client" for whom you have worked as a consultant or an adviser)*				
	Employer	From	To	Position held and Description of duties	
11.	Detailed tasks handled (Domestic and International) :*(Work undertaken that best illustrates capability to handle the work and tasks assigned)*				
	Work Area	Tasks Handled	Project Details	Position Assigned	Start Year & Time spent

		(Exact duties rendered)	*(Project name* *Organization* *Location)*	*(Project Manager / Team Leader/ Team Member / Expert)*	
12.	Certifications:				
	I, the undersigned certify that:				
	(i) I am not a former Government of India (GoI)/Government of Uttar Pradesh Staff or if I am, I have retired/resigned from GoI/GoUP more than twelve (12) months ago:			Yes	No
	(ii) To the best of my knowledge and belief, this bio data correctly describes me, my qualifications, and my experience.			Yes	No
	I understand that my willful misstatement described herein may lead to my disqualification or dismissal, if engaged.				
	Name & Signature (Personnel)		Name & Signature (Authorized Representative)		
			Date of signing		

8.14 Format 14 – Compliance with specifications of Sample Laptops

S. No.	Description	Specifications Required	Specifications Offered	Compliance (Yes/No)	Deviations (If any)
1	Constructions and Externals	Metal/Alloy/reinforced hinges for display. The Casing ABS plastic of Black or Gray Color Display screen back with Government approved designed Logo.			
2	Processor (Minimum)	Intel Pentium Dual Core or equivalent AMD Processor with processor Speed of 2.0 GHZ or higher.			
3	Memory	2 GB DDR 1333 MHz RAM expandable to 4 GB			
4	Display	LED HD 14" with 1024x768 resolution or higher			
5	Hard Disk Drive	500 GB SATA 5400 RPM or Higher			
6	Audio	Dual Inbuilt Speakers			
7	Web Cam	Yes			
8	Qualifying Benchmark with Score	BAPCO SysMark 2007 overall score of 115 or Higher with Windows 7 Professional and 2 GB Memory.			
9	Graphics Card	Integrated Graphics Minimum 128 MB VRAM or Higher			
10	Ports	I/O Ports, Minimum 3 USB 2.0 Port, Microphone jack, 1 VGA, 1 HDMI, Headphone/ Speaker out, RJ-45, AC Power			
11	LAN	Ethernet Controller 10/100 Mbps or Higher			
12	Wireless	Wireless 802.11 b/g/n or Higher and Standard Bluetooth			

S. No.	Description	Specifications Required	Specifications Offered	Compliance (Yes/No)	Deviations (If any)
13	Keyboard	Standard full size Keyboard with touch pad with Rupee symbol			
14	Operating System	Preloaded Duel Boot - (with Recovery Disk) • Primary Boot Windows 7 Starter edition or higher with Windows Security Essential Anti Virus, Hindi and Urdu Unicode font with keyboard interface for typing in word processor, Spread sheet and presentation purpose. • Secondary Boot – Ubuntu Linux.			
15	Optical Drive	DVD R/W			
16	AC Power Adapter	Input Voltage Range 110V-250V, 50 Hz AC power adapter with necessary cables			
17	Standard Accessories	Power cable, Power Adaptor and Charger, User manual and Laptop backpack etc.			
18	Operation Temperature	0-55 Degree Centigrade			
19	Battery Type	Standard Rechargeable 6 Cell Li-Ion (45 WHr) or higher with minimum 03 hours backup or more			
20	Certifications	Energy Star®/BEE Version I, RoHS, Windows and Linux Compliance Certificate			
21	Warranty	One year comprehensive including battery and adaptor			
22	Preloaded Software	Drivers should be freely available on OEM's website and should be supplied in media along with the Laptop			

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

8.15 Format 15- Format for Experience in Annual Maintenance Services

Project Title:			
(Attach separate sheet for each Project)			
Country		Address	
Name of Client			
Type of Client (Govt./PSU/Others)		Order Value of the Project/Revenue Generated (in Indian Rupees)	
		Revenue Generated (in Indian Rupees) year-wise (please state the year and the revenue generated)	
		Current Conversion Rate	
Duration of the Assignment		Start Date (month/year):	
		Date of successful implementation/ completion (month/year):	
		End Date (month/year):	
Referrals (Client side): Provide one referral only	Name		
	Designation		
	Role in the Project:		
	Contact Number		
	Email Id		
Brief Description of Services provided:			
L1 Support			
Helpdesk Support			
Spares			
Inventory			
Patches			
Updates/Upgrades			
Others			

8.16 Format 16 – Format for Manufacturing Capacity

S. No.	Particulars		Remarks
1.	Number of operational manufacturing units for Laptops		
2.	Cumulative installed capacity of Laptop manufacturing per year		
3.	Laptops Manufactured (Number of units) for the Financial year		
	2009-10	**2010-11**	**2011-12**
4.	Whether certificate/documents enclosed for proof of manufacturing capacity (Yes/No)		
5.	Name of the Statutory Authority who issued the above certificate/document		
6.	Whether notarised English Translation enclosed (Yes/No)		

8.17 Format 17 – Format Manufacturing units with ISO 9001:2008 and ISO 14001 Certification

S. No.	Particulars of Manufacturing Units	Whether ISO 9001:2008 certified (Yes/No)	Page No. where details are enclosed	Whether ISO 14001 certified (Yes/No)	Page No. where details are enclosed
1.					
2.					
3.					
4.					
5.					

8.18 Format 18- Format for SLA compliance

S. No.	Criteria	Minimum SLA commitment as per RFP	Higher / Better SLA commitment	Page Number where the details of the solution are provided which support the basis for Higher SLA commitment
1.	Pre-dispatch Inspection			
2.	Implementation Service levels			
3.	Warranty obligations			
4.	Helpdesk services			
5.	Compliance and Reporting procedures			

* Use/add additional row/page for additional information.

SECTION IX

Format for Response to RFP: Commercial Bid

Section IX- Format for Response to RFP: Commercial Bid

9.1 Format 1 - Commercial Bid Letter

To,

The Managing Director

U.P. Electronics Corporation Limited

10, Ashok Marg, Lucknow - 226001

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

Fax: 0522-2288583

Sir,

Subject: Supply of Laptop Computers throughout the State Of Uttar Pradesh

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

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

1. PRICE AND VALIDITY

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

2. UNIT RATES

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

3. DEVIATION

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

4. RFP PRICING

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

5. QUALIFYING DATA

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

6. BID PRICE

We declare that our Bid Price is for the entire scope of the work as specified in the Schedule of Requirements and RFP. These prices are indicated in Format 2 (Section IX) of this Section attached with our RFP as part of the RFP.

7. PERFORMANCE GUARANTEE

We hereby declare that in case the work is awarded to us, we shall submit the Performance Guarantee in the form prescribed in Annexure - 5 and as per Section V.

We hereby declare that our Tender is made in good faith, without collusion or fraud and the information contained in the RFP is true and correct to the best of our knowledge and belief.
We understand that our Tender is binding on us and that you are not bound to accept a Tender you receive.
We confirm that no Technical deviations are attached here with this commercial offer.

Thanking you,

Yours faithfully,

(Signature of the Bidder)

Printed Name

Designation

Seal

Date:

Business Address:

9.2 Format 2 – Laptop Cost

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

Table: Cost of Laptop

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

Note:

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

Schedule I: Exit Management Schedule

1. Purpose

a. This Schedule sets out the provisions, which will apply on expiry or termination of the Agreement, the Project Implementation and Management SLA.

b. In the case of termination of the Project Implementation and/or Management & **warranty** providing SLAs 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 Vendor. The exit management period ends on the date agreed upon by the parties (UPLC & Vendor) or Six months after the beginning of the exit management period, whichever is earlier.

2. Transfer of Project Assets

a. UPLC shall be entitled to serve notice in writing on the Vendor at any time during the exit management period as detailed hereinabove requiring the Vendor 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 Vendor at any time prior to the date that is 30 days prior to the end of the exit management period requiring the Vendor to sell any of the Assets to be transferred to UPLC at book value (as determined as of the date of such notice).

b. Upon service of a notice under **Schedule I (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 Vendor, the Vendor 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.

   ii. All risk in and title to the Assets to be transferred to be purchased by UPLC pursuant to **Schedule I (2) (a)** shall be transferred to UPLC, on the last day of the exit management period.

   iii. In case of termination, UPLC/GoUP shall pay to the Vendor 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 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 Vendor delivers relevant records and reports pertaining to the Project and/or all operation and maintenance records and manuals pertaining thereto and complete as on the Divestment Date;

vi. Before the expiry of the exit management period, the Vendor returns all the records stored to UPLC or its nominee;

vii. On request by UPLC or any third party appointed by UPLC, the Vendor shall effect such assignments, transfers, licenses and sub-licenses related to any hardware or software Contract between Vendor and any third party, in favour of UPLC or any third party appointed by UPLC if it is required by UPLC or any third party appointed by UPLC and is reasonably necessary for the continuation of services by UPLC or any third party appointed by UPLC; and

viii. The Vendor 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 Vendor in the supply free from all Encumbrances absolutely and free of any charge or tax to UPLC or its nominee.

3. Cooperation and Provision of Information

During the exit management period:

a. the Vendor will allow UPLC 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 Vendor 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, the Project Implementation, and the Operation and Management SLA relating to any material aspect of the Agreement. UPLC shall be entitled to copy all such information. Such information shall include details pertaining to the services rendered and other performance data. The Vendor shall permit UPLC and/or any Replacement Vendor to have reasonable access to its employees and facilities as reasonably required by UPLC to understand the methods of delivery of the goods and warranty services employed by the Vendor and to assist appropriate knowledge transfer. All the customised software would be property of UPLC. In turn UPLC would give a Certificate that such code has been transferred to UPLC

4. Confidential Information, Security and Data

a. The Vendor will promptly on the commencement of the exit management period supply to UPLC 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 Intellectual Property Rights;

   iii. UPLC data and confidential information;

   iv. all current and updated Project data as is reasonably required for purposes of UPLC or its nominated agencies transitioning the warranty services on goods to its Replacement Vendor or its nominated agencies in a readily available format nominated by UPLC;

   v. all other information (including but not limited to documents, records and Agreement/Contracts) relating to the goods and warranty services reasonably necessary to enable UPLC or its nominated agencies, or its Replacement Vendor to carry out due diligence in order to transfer the warranty Services to UPLC or its nominated agencies, or its Replacement Vendor(as the case may be).

b. Before the expiry of the exit management period, the Vendor shall deliver to UPLC all new or up-dated materials from the categories set out in **Schedule I (4) (a)** above and shall not retain any copies thereof, except that the Vendor shall be permitted to retain one copy of such materials for archival purposes only.

c. Before the expiry of the exit management period, unless otherwise provided under the Agreement, UPLC shall deliver to the Vendor all forms of Vendor confidential information, which is in the possession or control of UPLC or its users.

5. Employees

a. Promptly on reasonable request at any time during the exit management period, the Vendor shall, subject to applicable laws, restraints and regulations (including in particular those relating to privacy) provide to UPLC a list of all employees (with job titles) of the Vendor dedicated to supply of goods and warranty 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 Vendor to UPLC or its nominees, or a Replacement Vendor ("Transfer Regulation") applies to any or all of the employees of the Vendor, 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 Vendor, UPLC, or its Replacement Vendor may make an offer of employment or Contract for services

to such employee of the Vendor and the Vendor shall not enforce or impose any contractual provision that would prevent any such employee from being hired by UPLC or any Replacement Vendor.

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

6. Transfer of Certain Contracts

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

7. Rights of Access to Premises

a. At any time during the exit management period, where Assets are located at the Vendor's premises, the Vendor 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, and/or any Replacement Vendor in order to make an inventory of the Assets.

b. The Vendor shall also give UPLC or its nominated agencies, or any Replacement Vendor right of reasonable access to the Vendor's premises and shall procure UPLC or its nominated agencies and any Replacement Vendor 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 warranty services to UPLC or its nominated agencies, or a Replacement Vendor.

8. General Obligations of the Vendor

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

b. For the purposes of this Schedule, anything in the possession or control of Vendor 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 Vendor.

c. The Vendor shall commit adequate resources to comply with its obligations under this Exit

Management Schedule.

9. Exit Management Plan

a. The Vendor shall provide UPLC with a recommended exit management plan ("Exit Management Plan") which shall deal with at least the following aspects of exit management in relation to the Agreement as a whole and in relation to the Project Implementation, and the Operation and Management SLA.

   i. A detailed program of the transfer process that could be used in conjunction with a Replacement Vendor including details of the means to be used to ensure continuing provision of the warranty services throughout the transfer process or until the cessation of the warranty services and of the management structure to be used during the transfer;

   ii. plans for the communication with such of the Vendor's staff, suppliers, customers and any related third party as are necessary to avoid any material detrimental impact on UPLC's operations as a result of undertaking the transfer;

   iii. Plans for provision of contingent support to UPLC, and Replacement Vendor for a reasonable period after transfer.

b. The Vendor shall re-draft the Exit Management Plan bi-annually thereafter to ensure that it is kept relevant and up to date.

c. Each Exit Management Plan shall be presented by the Vendor to and approved by UPLC or its nominated agencies.

d. The terms of payment as stated in the Terms of Payment Schedule include the costs of the Vendor complying with its obligations under this Schedule.

e. In the event of termination or expiry of Contract, Project Implementation, or Operation and Management & warranty providing SLA, each Party shall comply with the Exit Management Plan.

f. During the exit management period, the Vendor shall use its best efforts to deliver the goods and warranty services.

g. Payments during the Exit Management period shall be made in accordance with the Terms of Payment Schedule.

h. This Exit Management plan shall be furnished in writing to UPLC or its nominated agencies within 60 days from the Effective Date of this Agreement.

i. All outstanding charges must be cleared including payments for additional infrastructure requested by the Vendor. If not these shall be deducted from the final payment if any, or from the Performance Bank Guarantee

j. So far as transfer cost is concerned, in case of the completion of the Agreement, the Vendor

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 Vendor 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, where UPLC shall be responsible for transfer costs and stamp duty, if any. The Vendor 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

1. Purpose

This Schedule details the audit, access and reporting rights and obligations of UPLC and the Vendor under the Agreement, Project Implementation and Management SLA and any other SLAs that are entered into simultaneously with this Agreement or subsequently.

2. Audit Notice and Timing

a. Within one (1) month from the start of the Project, the Parties shall use their best endeavors to agree to a timetable for routine audits during the Supply and Maintenance Phase. During this Phase, UPLC shall conduct routine audits in accordance with such agreed timetable and shall not be required to give the Vendor 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 shall conduct the above mentioned routine audits as and when required, with one week notice in advance, provided always that UPLC shall endeavor to conduct such audits with the lowest levels of inconvenience and disturbance being caused to the Vendor.

b. UPLC may conduct non-timetabled audits at his/ her own discretion if he/ she reasonably believes that such non-timetabled audits are necessary as a result of an act of fraud by a Vendor, a security violation, or breach of confidentiality obligations by the Vendor, provided that the requirement for such an audit is notified in writing to the Vendor 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 Vendor considers that the non-timetabled audit was not appropriate, the matter shall be referred to the escalation procedure as set out in the Governance Schedule.

c. During such audits conducted by UPLC or any other agency nominated by UPLC, 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, Vendor 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 in writing.

3. Access

The Vendor shall provide to UPLC reasonable access to employees, suppliers, agents, third party facilities, including premises used for the Project like 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 shall have the right to copy and retain copies of any relevant records. The Vendor shall make every reasonable effort to co-operate with them.

4. Audit Rights

a. UPLC shall have the right to audit and inspect suppliers, agents, third party facilities, including Helpdesk, documents, records, procedures and systems relating to the supply of goods and warranty services, but only to the extent that they relate to the supply of goods and warranty services, as shall be reasonably necessary to verify. The security audit and the audit for operations of the Project shall include:

   i. The security, integrity and availability of all UPLC data processed, held or conveyed by the Vendor on behalf of UPLC 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 Vendor has complied with the relevant technical standards, and has adequate internal controls in place; and

   iv. The compliance of the Vendor 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 Vendor profit margins or overheads associated with any obligation under the Agreement.

5. Audit Rights of Suppliers and Agents

a. The Vendor shall use reasonable endeavors to achieve the same audit and access provisions as defined in this Schedule with suppliers and agents who supply labor, services, equipment or materials in respect of the services. The Vendor shall inform UPLC prior to concluding any sub-Contract or supply Contract of any failure to achieve the same rights of audit or access.

b. REPORTING: The Vendor will provide monthly reports to UPLC regarding any specific aspects of the Project and in context of the audit and access information as required by UPLC.

6. Action and Review

a. Any change or amendment to the systems and procedures of the Vendor 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 shall be immediately

notified to UPLC and the Vendor Project Manager, who together shall determine what action should be taken in respect of such discrepancies in accordance with the terms of the Agreement.

7. Terms of Payment

UPLC shall bear the cost for the non-routine audit as defined in **Schedule II (2) (b)** and the Vendor 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 Vendor, for all reasonable assistance and information provided under the Agreement, the Project Implementation, Operation and Management SLA by the Vendor pursuant to this Schedule.

8. Records and Information

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

Schedule III: Invoicing and Settlement Schedule

a. Vendor shall be eligible to receive payment due in accordance with the Terms of Payments Schedule. Subject to the specific terms of each Service Level Agreement, the Vendor submit its invoices in accordance with the following principles:

   i. Concerned District magistrate shall be invoiced by the Vendor for the supply of Goods and Warranty Services. Generally and unless otherwise agreed in writing between the Parties or expressly set out in the Service Level Agreement, the Vendor shall raise an invoice as per the terms of payment as stated in the Payment Schedule as per the section 6.24.

   ii. The invoice shall be submitted along with the necessary approval/sign-off/acceptance certification provided by the concerned parties from the specific locations for the respective deliverables linked with the payment milestone, failing which the District magistrate reserves the right to reject the invoices.

   iii. Along with the invoice, the Vendor is required to submit the proof of deliverables linked with the payment milestone in softcopy and hardcopy formats, as applicable failing which District Magistrate reserves the right to reject the invoices.

   iv. Any invoice presented in accordance with this Schedule shall be in a form agreed with UPLC.

   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 Vendor shall waive any charge for Goods and Service that is not invoiced within six months after the end of the month in which the terms of payment as stated in the Terms of Payment Schedule relating to such Service are authorized or incurred, whichever is later.

   vi. DM shall be entitled to delay or withhold payment of any invoice or part of it delivered by the Vendor under this Schedule where DM disputes such invoice or part of it provided that such dispute is bona fide. The withheld amount shall be limited to that which is in dispute. The disputed amount shall be settled in accordance with the procedure as set out in the RFP. Any exercise by DM under this Section shall not entitle the Vendor to delay or withhold provision of the supply of Goods and Warranty Services."

b. The Vendor shall invoice all payments upon successful supply & commissioning of Laptops as per the schedule. 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 to the Vendor.

Payment for invoices shall be made within 45 working days of the receipt of Invoice by DM upon completion of the said activities as mentioned in the Agreement.

Schedule IV: Implementation Plan

The Laptops Supply shall be completed within the Schedule as given below:

S No.	Quantity to be delivered	Supply schedule in Calendar days
1	5% of ordered quantity	0-60 days
2	5% of ordered quantity	61-90 days
3	25% of ordered quantity	91-120 days
4	25% of ordered quantity	121-150 days
5	20% of ordered quantity	151-180 days
6	20% of ordered quantity	181-210 days

Payment Schedule

Additionally, all payments to be made by the DM to the Vendor shall be inclusive of all statutory levies, duties, taxes and other charges whenever levied/applicable. Any increase in rates of all applicable direct or indirect taxes (central or state or local), rates, duties, charges and levies (central or state or local) shall be to the account of Vendor.

The Vendor 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. Vendor shall further bear all income/corporate taxes, levied or imposed on account of payments received by it from GoUP/DM for the work done under this Agreement.

Schedule V: Governance Schedule

1. Purpose

The purpose of this Schedule is to:

a. establish and maintain the formal and informal processes for managing the relationship between UPLC and the Vendor (including the outputs from other Schedules to this Agreement);

b. define the principles that both Parties wish to follow to ensure the delivery of the Goods and Warranty Services ensure;

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.

2. Governance Structure

a. Project Governance Approach

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

a. Monitor the Project plan to ensure that all the activities have commenced and completed as per the phase-wise plan drawn by Vendor

b. Report the Project progress to the Project Implementation Unit and/or Steering Committee

c. Identify risks and facilitate in developing mitigation strategies and implementing them

The proposed Project Governance Structure is detailed below:

a. A High Level Project Steering Committee under the chairmanship of Chief Secretary, Uttar Pradesh to monitor the overall progress of the Project

b. A **Special Project Implementation Unit (SPIU)** constituted by Government of Uttar Pradesh would be responsible to monitor the overall time bound implementation of the program.

b. Project Committee

i. Within 7 days of issue of LOI, the Vendor will submit to UPLC the resource list as per Section 8.13 & the CVs of Key Personnel as per Section 8.12.

ii. Within 7 days following issue of LOI/Purchase Order, UPLC and the Vendor shall each appoint a Project Manager. In the event that Vendor wishes to substitute its Project Manager it will do so in manner in which the original appointment is made and notify UPLC of such substitution as soon as reasonably practicable but at the latest within fourteen days of the substitution. In the event that UPLC wishes to substitute its Project Manager, it will do so and notifying the same to the Vendor would not be required.

iii. The Project Committee will meet formally on a periodic basis at a time and location to be agreed between them. These meetings will cover, as a minimum, the following agenda items:

- consideration of Periodic Performance Reports;
- issues escalated in accordance with the escalation procedure as set out in the Governance Schedule;
- matters to be brought before the Project Committee in accordance with the Contract and the Schedules;
- any matter brought before the Project Committee by the Vendor ; and
- any other issue which either Party wishes to add to the agenda.

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

3. Governance Procedures

a. The Vendor shall document the agreed structures in a procedures manual. The agenda for each meeting of the Project Committee 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 Project Committee, along with relevant pre-reading material, shall be distributed at least one week in advance of the relevant meeting.

b. All meetings and proceedings will be documented; such documents to be distributed to both 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 Project Committee 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. In case the Disputed Matter remains unresolved; the same shall be firstly submitted to special Project Implementation Unit (SPIU) & then escalates to Project Steering Committee.

e. In order formally to submit a Disputed Matter to the aforesaid for a, 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 fora are 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 supply of goods and warranty 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.

Annexure - 1 Proposal Covering Letter

[Date]

To,

The Managing Director

U.P. Electronics Corporation Limited

10, Ashok Marg, Lucknow - 226001

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

Fax: 0522-2288583

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

Website: http://www.uplc.in

Ref: Request for Proposal (RFP): Qualification Bid for 'Selection of Vendor(s) for Supply of Laptop Computers throughout the State Of Uttar Pradesh'

Dear Sir,

Having examined the RFP, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply Laptops inclusive of 12 months comprehensive warranty_services as required and outlined in the RFP for Selection of Vendor(s) for Supply of Laptop Computers throughout the State Of Uttar Pradesh.

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

We undertake that, if our proposal is accepted, we shall adhere to the implementation plan (Supply of Laptop Computers and warranty services for a period of one year from the date of successful commissioning of Laptop Computers) or such adjusted plan as may subsequently be mutually agreed between us and the UPLC or its appointed representatives.

If our proposal is accepted, we will obtain a Performance Guarantee in the format given in the RFP issued by a scheduled Bank in India, acceptable to the UPLC, for a sum equivalent to 5% of the total price as quoted in our commercial proposal for the due performance of the Agreement.

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

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

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

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

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

Dated this Day of **2012**

(Signature) (In the capacity of)

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

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

Witness Signature:

Witness Name:

Witness Address:

CERTIFICATE AS TO AUTHORISED SIGNATORIES

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

Date

(Seal here)

Annexure - 2 Consortium Criteria

In case of Consortium the Prime Bidder must be specified by the Bidder.

- The Prime Bidder cannot be a partner in more than one Consortium. In case of Consortium no Company will be allowed to participate in more than one Bid i.e. they should have exclusive partners in case it is observed that any Consortium have a common partner then such Consortiums will stand disqualified and under no circumstances their Bids will be entertained. An undertaking in this regard has to be enclosed.
- In case of a Consortium, applicant consortia shall have a valid Memorandum of Understanding (MoU)/Agreement (duly notarized) among all the members signed by the Chief Executives/Authorized Signatories of the companies dated prior to the submission of the Bid. The MoU/Consortium Agreement shall clearly state the composition of the Consortium who shall be the Prime Bidder, the complete description of the partner and roles and responsibilities of the partners. The MoU/Agreement shall be exclusively for this Project and the Prime Bidder shall be responsible in case of failure by any partner.
- The Bidder (All members of Consortium) should be registered under Companies Act, 1956. Partnership and Proprietor firm are not allowed.
- The Bidder (Each member of the Consortium) shall have Company Registration Certificate, registration under Labour Laws & Contract Act, valid VAT Registration Certificate, valid Service Tax Registration Certificate and Permanent Account Number (PAN) issued by Income Tax Department (Copy of each registration should be provided).
- Attested copy of the Company's annual report has to be attached along with the Bid. Bidder should submit an undertaking that Bidder (or any member of the Consortium) is as a Company/Consortium and product quoted are not Black Listed by any Government Department/Agency in India.
- Members of the Consortium shall be jointly and severally liable to the UPLC/GoUP for the execution of the Project in accordance with the terms of the Bid document and a statement of this effect shall be included in the Memorandum of Understanding/Consortium Agreement.
- 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 Agreement period. Notwithstanding the Agreement, the responsibility of completion of job under this Agreement will be with the Prime Bidder.
- In case of a Consortium Bid, the Prime Bidder would need to submit a notarized Agreement with the other members of Consortium for the Agreement clearly indicating the division of work with respect to the Scope of Work (naming relevant clauses and sub-clauses) and their relationship. Such an Agreement should be prepared on a stamp paper of requisite value.
- If at any stage of Tendering process or during the currency of the Agreement, any suppression/falsification of information with respect to the above conditions is brought to the

knowledge of UPLC/GoUP, UPLC/GoUP shall have the right to reject the Bid or terminate the Agreement, as the case may be, without any compensation to the Prime Bidder or any member of the Consortium.

- The Prime Bidder must be an OEM of Laptops/PCs in India or abroad.

Annexure - 3 Bidding Document Acknowledgement Form

[Date]

To,

The Managing Director

U.P. Electronics Corporation Limited

10, Ashok Marg, Lucknow - 226001

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

Fax: 0522-2288583

Dear Sir,

Sub: Invitation for Bid pertaining to 'Selection of Vendor(s) for Supply of Laptop Computers throughout the State Of Uttar Pradesh'

We hereby acknowledge the receipt of a complete set of Bidding Documents consisting of Thirteen Annexures enclosed to the "Invitation for Bid" pertaining to providing of_____ services against RFP no. _____.

We have noted that the closing date for receipt of the RFP by UPLC is _____ at < > hrs. (IST) and opening at < > hrs. (IST) on the same day.

We guarantee that the contents of the above said Bidding Documents will be kept confidential within our organization and text of the said documents shall remain the property of UPLC and that the said documents are to be used only for the purpose intended by UPLC.

Our address for further correspondence on this RFP will be as under:

Telex no: …….....

Telephone no: ……...

Personal attention of: …….....

(if required)

Yours faithfully,

(Bidder)

Note: This form should be returned along with offer duly signed

Annexure - 4 Proforma of Bank Guarantee towards Bid Security

BID BOND

Reference No. _____ Date _____

Bank Guarantee No._____

To,

The Managing Director

U.P. Electronics Corporation Limited

10, Ashok Marg, Lucknow - 226001

Tel: 0522-2286808, 2286809

Fax: 0522-2288583

Whereas ..... (here in after called "the Bidder") has submitted its Bid dated .....(Date) in response to the Tender No: UPLC/HW/2012/13/1 for **Selection of Vendor(s) for supply of Laptop Computers throughout the State of Uttar Pradesh** (here in after called "the Bid") KNOW ALL MEN by these presents that We .... having our registered office at..... (hereinafter called the "Bank") are bound unto U.P. Electronics Corporation Limited, Lucknow (hereinafter called "UPLC") in the sum of ..... for which payment well and truly to be made to the said UPLC itself, its successors and assignees by these presents.

The conditions of these obligations are:

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

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

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

Date _____

Place _____ Signature _____

Witness _____ Printed Name _____

(Bank's common seal)

Annexure - 5 Proforma of Bank Guarantee towards Performance Security

PERFORMANCE GUARANTEE

Ref No…… Bank Guarantee No ……..

Dated : …….

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

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

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

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

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

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

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

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

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

Instructions for furnishing Bank Guarantee

1. The Bank Guarantee by Indian Bidders will be given on non-judicial stamp paper as per stamp duty applicable at the place from where the purchase Agreement has been placed. The non-judicial stamp paper should be in name of the issuing bank.

2. The expiry date as mentioned in the RFP should be arrived at by adding 30 days to the Agreement completion date unless otherwise specified in the Bidding documents.

3. The Bank Guarantee by Indian Bidders will be given from Scheduled Bank only. The Foreign Bidders will give Bank Guarantees from an Indian Bank situated in that country.

Annexure - 6 List of Tehsils

S. No.	Mandal	District Name	Tehsil Name	Total Service Centers in a District
1	Saharanpur	Saharanpur	Saharanpur	5
			Nakur	
			Deoband	
			Behat	
			Rampur Maniharan	
		Muzaffarnagar	Muzaffarnagar	4
			Jansath	
			Budhana	
			Khatauli	
		Shamli	Shamli	2
			Kairana	
2	Meerut	Meerut	Meerut	3
			Sardhana	
			Mawana	
		Ghaziabad	Ghaziabad	2
			Modinagar	
		Hapur	Hapur	3
			Garh Mukteshwar	
			Dhaulana	
		Bulandsehar	Bulandsehar	7
			Anoop Sehar	
			Secunderabad	
			Khurja	
			Syana	
			Shikarpur	
			Dibai	
		Gautambuddh Nagar	Dadri	3
			Gautambuddh Nagar	
			Jewar	
		Bagpat	Bagpat	3
			Baraut	
			Khekra	
3	Agra	Agra	Agra	6
			Aetmadpur	
			Kirawali	
			Kheragarh	
			Bah	
			Fatehabad	

S. No.	Mandal	District Name	Tehsil Name	Total Service Centers in a District
		Mathura	Mathura	4
			Moth	
			Chhata	
			Mahavan	
		Firozabad	Firozabad	4
			Shikohabad	
			Jasrana	
			Tundla	
		Menpuri	Menpuri	3
			Bhogaon	
			Karhal	
4	Aligarh	Aligarh	Koal	5
			Atroli	
			Kheir	
			Gabhana	
			Iglas	
		Eta	Eta	3
			Aliganj	
			Jalesar	
		Kasganj	Kasganj	3
			Patiali	
			Sahawar	
		Hathras	Hathras	4
			Sikandraoo	
			Sadabad	
			Sasni	
5	Bareilly	Bareilly	Nawabganj	6
			Bareilly	
			Bahedi	
			Faridpur	
			Aonwla	
			Meerganj	
		Budaun	Budaun	5
			Bisauli	
			Sahaswan	
			Dataganj	
			Bilsi	
		Shahjahanpur	Shahjahanpur	4
			Puwayan	
			Jalalabad	
			Tilhar	
		Pilibhit	Pilibhit	3

S. No.	Mandal	District Name	Tehsil Name	Total Service Centers in a District
			Puranpur	
			Bisalpur	
6	Moradabad	Moradabad	Moradabad	4
			Bilari	
			Thakurdwara	
			Kaanth	
		Rampur	Huzoor	6
			Kasba Tanda	
			Sahabad	
			Milak	
			Bilaspur	
			Swar	
		Bijnaur	Bijnaur	5
			Dhampur	
			Nagina	
			Najibabad	
			Chandpur	
		Amroha	Amroha	3
			Hasanpur	
			Ghanora	
		Sambhal	Sambhal	3
			Chandausi	
			Gunnaur	
7	Kanpur	Kanpur Nagar	Kanpur	3
			Bilhore	
			Ghatampur	
		Kanpur Dehat	Derapur	5
			Bhognipur	
			Akbarpur	
			Rasoolabad	
			Sikandra	
		Etawah	Etawah	5
			Bharthana	
			Safai	
			Jaswant Nagar	
			Chakkar Nagar	
		Farrukhabad	Farrukhabad	3
			Kayamganj	
			Amritpur	
		Kannauj	Kannauj	3
			Chibramau	
			Tiwra	

S. No.	Mandal	District Name	Tehsil Name	Total Service Centers in a District
		Auraiya	Auraiya	2
			Bidhuna	
8	Allahabad	Allahabad	Meja	8
			Karchana	
			Phoolpur	
			Hadiya	
			Sauraon	
			Bara	
			Koraon	
			Sadar	
		Fatehpur	Fatehpur	3
			Bindaki	
			Khaga	
		Pratapgarh	Pratapgarh	5
			Patti	
			Kunda	
			Lalganj	
			Raniganj	
		Kaushambi	Majhanpur	3
			Chayal	
			Sirathu	
9	Jhansi	Jhansi	Jhansi	5
			Mauranipur	
			Gharonta	
			Maunth	
			Tehroli	
		Lalitpur	Lalitpur	3
			Mehroni	
			Talbehat	
		Jaalon	Jaalon	5
			Urai	
			Kalpi	
			Kaanch	
			Madhogarh	
10	Chitrakoot Dham	Hamirpur	Hamirpur	4
			Maudha	
			Raanth	
			Sarila	
		Mahoba	Mahoba	3
			Kulpahad	
			Charkhaari	
		Banda	Banda	4

S. No.	Mandal	District Name	Tehsil Name	Total Service Centers in a District
			Nareni	
			baberoo	
			Atara	
		Chitrakoot	Karbi	2
			Mau	
11	Varanasi	Varanasi	Varanasi	2
			Pindara	
		Jaunpur	Jaunpur	6
			Shahganj	
			Madiyahu	
			Kerakat	
			Macchli Shehar	
			Badlapur	
		Ghazipur	Ghazipur	5
			Saidpur	
			Mohammadabad	
			Jakhniyan	
			Jamniyan	
		Chandauli	Chandauli	3
			Chakiya	
			Sakaldiha	
12	Mirzapur	Mirzapur	Mirzapur	4
			Chunar	
			Lalganj	
			madihaan	
		Sonbhadra	Roberts Ganj	3
			Duddhi	
			Dhorawal	
		Santravidas Nagar	Bhadohi	3
			Gyanpur	
			Orai	
13	Azamgarh	Azamgarh	Azamgarh	7
			Sagri	
			Lalganj	
			Phoolpur	
			Nizamabad	
			Mehnagar	
			Budhanpur	
		Mau	Maunath Bhanjan	4
			Ghosi	
			Mohammedabad	
			Madhuban	

S. No.	Mandal	District Name	Tehsil Name	Total Service Centers in a District
		Baliya	Baliya	6
			Rasda	
			Baansdih	
			Barriyan	
			Sikanderpur	
			Belthra Road	
14	Gorakhpur	Gorakhpur	Gorakhpur	7
			Bans Gaon	
			Sahjanwa	
			Khajani	
			Gola	
			Chauri Chaura	
			Campierganj	
		Maharajganj	Maharajganj	4
			Nautanwa	
			Nichlaul	
			Fareda	
		Devariya	Devariya	5
			Salempur	
			Rudrapur	
			Bhatparrani	
			Barhaj	
		Kushi Nagar	Padrauna	4
			Hata	
			Tamkuhi Raj	
			Kasya	
15	Basti	Basti	Basti	4
			Harraiya	
			Bhanpur	
			Rudauli	
		Siddharth Nagar	Naugarh	5
			Basi	
			Domariyaganj	
			Itwa	
			Shohratgarh	
		Santkabir Nagar	Khalilabad	3
			Ghanghata	
			Mehdawal	
16	Lucknow	Lucknow	Lucknow	4
			Mohan Lal Ganj	
			Malihabad	
			Bakshi Talab	

S. No.	Mandal	District Name	Tehsil Name	Total Service Centers in a District
		Unnao	Unnao	5
			Purva	
			Safipur	
			Hasanganj	
			Bighapur	
		Raebarely	Raebarely	5
			Maharajganj	
			Dalmau	
			Lalganj	
			Unchahar	
		Sitapur	Sitapur	6
			Biswa	
			Misrikh	
			Sidhauli	
			Mahmudabad	
			Laharpur	
		Hardoi	Hardoi	5
			Sadabad	
			Sandila	
			Bilgram	
			Sawaijpur	
		Khiri	Khiri	6
			Nighasan	
			Mohammadi	
			Ghorhara	
			Gola Gokarnath	
			Palia	
17	Devipatan	Gonda	Gonda	4
			Tarabganj	
			Karnailganj	
			Mankapur	
		Behraich	Behraich	4
			Kaisarganj	
			Nanpara	
			Mehsi	
		Balrampur	Balrampur	3
			Tulsipur	
			Utraula	
		Shravasti	Ikauna	2
			Bhinga	
18	Faizabad	Faizabad	Faizabad	5
			Milkipur	

S. No.	Mandal	District Name	Tehsil Name	Total Service Centers in a District
			Sohawal	
			Bikapur	
			Rudauli	
		Sultanpur	Sultanpur	4
			Kadipur	
			Lambhua	
			Jaisihpur	
		Barabanki	Barabanki	6
			Fatehpur	
			Haidergarh	
			Ramsnehighat	
			Ramnagar	
			Sirouli-Gauzpur	
		Ambedkar Nagar	Akbarpur	5
			Tada	
			Jalalpur	
			Aalapur	
			Katehri	
		Amethi	Amethi	5
			Gauriganj	
			Musafirkhana	
			Tiloi	
			Salon	
				313

Annexure - 7 Test Report

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

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

1. Test Results

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

Item : Testing of Laptop Computers, Tentative Test Time : ……

No. of Test Specimen : …….

Ambient Temperature : R. Humidity :

No.	Cl. No.	Specification / Requirements		Result / Observations	Remarks
1.1		Power Supply	Power Consumption measured and shall be less than ….		
1.2		Stand by Power	It Shall not be more than ….W		
2.1		Visual Examination	The Laptop shall be free from workmanship defects, cracks, scratches, nicks, burns, sharp edges etc.		
2.2		Functional Performance	Check for display , data availability, OS Booting by Power on		
2.3		Effect of power supply variation	The laptop shall meet the functional requirements when operated from 110 V to 250 V AC and for frequency (50 Hz), variation from 47 Hz to 53 Hz		
3.1		Conducted emission	The conducted emission and the radiated emission shall be limited to the requirements specified in Table 2 & 4 & 6 for class B equipment in IS-6873 (Part 7) Limits and Methods of Measurement of Radio Disturbance Characteristics- Part 7: Information Technology Equipment		
3.2		Conducted Susceptibility	Electrostatic discharge test (as per IS 14700-4-2) : Class-1, Contact Discharge : 2 kV Air-Discharge : 4 kV OR The Test shall be carried out according to IEC 61000-4-2		
			Electrical fast transient/burst test (as per IS 14700-4-4) :		

			Level 2 Test Voltage : 1 kV OR The Test shall be carried out according to IEC 61000-4-4		
			Surge/spike test (as per IEC 61000-4-5) : Level -2, Test Voltage : 1 kV		
4.		Safety Requirements	Earth Leakage current (Cl.5.1 of IS : 13252-2003) Shall not exceed 3.5 Ma		
			Dielectric Test (Cl.5.1 of IS : 13252-2003) Test Voltage : 1.5 kVrms; Duration : 60s Point of application : Between Phase/Neutral & Ground		
5.		Marking	Manufacturer's Name or trademark		
			Model designation & serial number		
			Country of Manufacture		
			Input AC voltage range and frequency		
			Permanently Burn Logo of Uttar Pradesh Government & other information like – "Presented by Chief Minister or Department Name"		
			Logo of Uttar Pradesh Government & other information like – "Presented by Chief Minister or Department Name" on body of Laptop etc.		
6.1		Durability Test	Drop (free fall) Test (IS-9000-7-4) Height : 25mm, No. of falls : 8 (4 corners + 4 edges) unpacked After the test, the Laptop shall satisfy Visual examinations and functional requirements		
6.2		Durability Test	Vibration test (IS : 9000-6 / IS:9000-8) Frequency range : 10-55 Hz Acceleration : 1g		

			Duration : 45 Min/axis No. of axis : 3 Condition : Unpacked, Shippable Power Off After the test, the Laptop shall satisfy Visual examinations and functional requirements		
6.3		Environment Test	Dry heat test (IS:9000 -3-5) Temperature :55 deg. Centigrade Duration : 16 h Condition : unpacked Power OFF After the test, the Laptop shall satisfy Visual examinations and functional requirements		
6.4		Environment Test	Damp heat cyclic test (IS:9000-5-1) Temperature : 40 deg. Centigrade Relative Humidity : >= 90% Duration : 48h (2 cycles) Condition : unpacked Power OFF After the test, the Laptop Shall satisfy Visual examinations and functional requirements		
6.5		Environment Test	Cold Test (IS:9000-2-4) Temperature : -10^{0}C Duration : 2h Condition : unpacked Power OFF After the test, the Laptop Shall satisfy Visual examinations and functional requirements		
6.6		Burn-in-test	Burn-in-test Temperature : 45^{0}C Duration : 48 hrs Condition : Power		

			ON After the test, the Laptop Shall satisfy Visual examinations and functional requirements		
7.		Construction and Externals	Metal /Alloy reinforced hinges for Display. The Casing ABS plastic of Black or Gray colour Display screen back with Government approved designed Logo.		
		Processor	Intel Pentium Dual Core or equivalent AMD Processor with processor speed of 2.0 GHz or higher.		
		Memory	2 GB DDR 1333 MHz RAM expandable to 4 GB		
		Display	LED 14 Inch with 1024x768 resolution or Higher		
		Hard Disk Drive	500 GB SATA 5400 RPM or higher		
		Ports	I/O Ports, Minimum 3 USB 2.0 Port, Microphone jack, 1 VGA, One HDMI, Headphone/ Speaker out, RJ-45, AC Power		
		Connectivity (LAN)	10/100 mbps or higher		
		Graphics	Integrated Graphics minimum 128 MB VRAM or Higher		
		Keyboard	Standard keyboard with integrated touch pad and Rupee Symbol		
		AC Power adopter	Input 110V-250V, 50 Hz AC power adopter		
		Operation Temperature	0-55 Deg. Centigrade		
		Battery Type	Standard Rechargeable 6 cell Li-Ion (45 WHr) or higher with minimum 3 hrs. Backup or more		
		Certifications	Energy Star®/BEE Version I, RoHS, Windows and Linux Compliance Certificate		
		Operating System	Preloaded Duel Boot - (with Recovery Disk) • Primary Boot Windows 7 Starter		

			edition or higher with Windows Security Essential Anti Virus, Hindi and Urdu Unicode font with Keyboard interface for typing in Word Processor, Spreadsheet and Presentation purpose • Secondary Boot - Ubuntu LINUX		
		Standard accessories	Power cable with three pin socket and plug, Interface cable, Power adopter and charger, User manual, Laptop Backpack etc.		
		Laptop Form factor	About 13.5 x 9.6 x 1.3 inches approximately		
		Qualifying bench mark	BAPCO SysMark 2007 overall score of 115 or Higher with Windows 7 Professional and 2 GB Memory		
8		General Requirement	As per Tender Specification / Requirements		

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

Advance Functionality Test

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

Physical Inspection

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

2. Conclusion

2.1 The <……> Laptop Make: ……. Model: …….. Conforms / Not Conforms to the requirements specified by the Customer (Tender reference: UPLC/HW/2012/13) (for complete details refer Test Results).

2.2 Tested Laptop Photograph

Summary

Project Name	
No. of Iterations	

Scores

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

Operating System Summary
Operating System:
Language:
File System:
DirectX:
Keyboard Language:

Hardware Summary
CPU
Vendor
CPU Name
Code Name
CPU Model Number
Family Stepping
Core Frequency
Bus Frequency

L1 Cache
L2 Cache
L3 Cache
CPUID Flagset
Physical Core

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

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

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

Video
Vendor
Chipset
Driver
Memory Size
Resolution
Type

Audio
Vendor
Type
Driver

Network
Driver-1
Media Type
Connected
Type

Driver-2
Media Type
Connected
Type

Display Devices
Vendor
Brightness
Resolution
Refresh Rate
Size

Battery
Vendor
Current Capacity
Current Charge
Design Capacity

Note

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

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

Annexure - 8 Pre-dispatch Inspection

LOGO OF THE TPA Agency	**Pre – Delivery Inspection Checklist**
	Name of the Inspectors & Team Members

Inspection Organization:

Site Address:

Inspection Date:

Descriptions	Accepted	Not Accepted	Comments
Documents related to the assignments • Purchase order • Work order/Acceptance order • Extension letter			
Documents related to the work • Import/Manufacturing License • ISO 14896:2001 Compliance Certificate • Quality Control Certificate			
Packaging Standard			
Confirm to Technical Specifications			
Confirm the Performance of Laptop to the sample provided at the time of award of Contract.			
Lots are having the identity • Lot Size • Batch number/Serial number • D.O.M			
Samples were drawn as per the relevant standard & All tests (acceptance test) as per relevant standards were covered			
Signed by all inspection team			
Any other comments from Inspector for further improvements			

Inspection Report Format

(IN LETTER HEAD PRINTED FORMAT)

1.	Ref no: UPLC/ ABC/***/12-13/ 000	:	DATED: 00-00-0000
2.	Name of the indenter/Consignee with detailed address	:	
3.	Supply order no & date Extension if any	:	
4.	Name of the consignee	:	
5.	Name and address of the manufacturer/supplier/inspection site	:	
6.	PDI call letter no & Date	:	
7.	Date of inspection	:	
8.	Any other information	:	

Sl. No	Description of the items	Quantity offered for inspection	Quantity accepted	Quantity rejected	Remarks
					All accepted materials are stamped thus:

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

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

AUTHORISED SIGNATORY

(Name and code of the inspector)

Cc to:

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

Annexure - 9 Post-Delivery Inspection Report Format

(IN LETTER HEAD PRINTED FORMAT)

Inspection Report

1.	Ref no: UPLC/ ABC/***/12-13/ 000	:	DATED: 00-00-0000
2.	Name of the indenter/Consignee with detailed address	:	
3.	Supply order no & date Extension if any	:	
4.	Name of the consignee	:	
5.	Name and address of the Bidder	:	
6.	Date of Inspection	:	
7.	Total Quantity offered for Inspection*		
8.	Quantity Inspected*	:	
9.	Quantity Accepted*	:	
10.	Quantity Rejected*		
Inspection Parameters:			
1	Physical Damages		
2	Complete Laptop: Laptop Backpack, Laptop with Serial Number, Battery Charger		
3	User Manual comprising of Specifications, Operational Instructions, Do's and Don'ts instruction in Hindi, English & Urdu.		
4	Warranty card with names and addresses of service centre and telephone numbers		
5	One spare barcode stickers containing manufacturer's serial number.		
6.	Working condition by switching on the Laptop		
Remarks:			
Name of Head of Institutions along with school name present during Inspection:			

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

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

Name Name

Signature of Vendor Representative **Signature of Tehsildar/ SDM/ Officer designated by DM**

CC:

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

Annexure - 10 Delivery Challan

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

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

Name

Signature of Vendor Representative

Name

Signature of Tehsildar/ SDM/ Officer designated by DM

CC:

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

Annexure - 11 Certificate for One Day Laptop Training to Teachers at Tehsil Level

District		Tehsil	
Date of Demonstration			
Place of Demonstration			
No. of Schools Attended			
	School Name	Teacher Name	Signature of the Teacher
	1.		
	2.		
	3.		
	4.		

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

Name	Name	Name
Signature of Vendor Representative	**Signature of the Principal/ Head of Institution of site Training centre**	**Signature of the Tehsildar/ SDM/ officer designated by DM**

CC:

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

Annexure - 12 Certificate for One Day Laptop Demonstration to Students at School Level

District		Tehsil	
Date of Demonstration			
Name of the School			
Students Name	Fathers Name	Class	Signature of the Student
1.			
2.			
3.			
4.			

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

Name **Signature of Vendor Representative**	Name **Signature of the Principal/ Head of Institution**	Name **Signature of the Tehsildar/ SDM/ officer designated by DM**

CC:

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

Annexure - 13 Service Centre Operational Certificate

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

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

Name

Signature of Vendor Representative

Name

Signature of the Tehsildar/ SDM/ officer designated by DM

CC:

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