

2020-21

[RFP for Renewal Of Hp Data Protector Software Installed at NIC Building Lucknow of State Election Commission, U.P., Lucknow]



UP Electronics Corporation Limited.

(U.P. Government Undertaking)

Request for Proposal (RFP)

For

Renewal of HP Data Protector Software installed at NIC Building Lucknow of State Election Commission, U.P., Lucknow

Tender No: UPLCHW-2021-SEC-REN-18A

U.P. ELECTRONICS CORPORATION LIMITED,

10, Ashok Marg, Lucknow - 226001

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

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

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

Notice Inviting Tender	4
Section-1: Invitation For E-Bids	6
INSTRUCTIONS TO BIDDERS (ITB)	8
(A) THE BID DOCUMENT	8
1. Cost of e-Bid	8
2. Contents of e-Bid Document	8
3. Clarification of e-Bid Document	8
4. Amendment of e-Bid Document	8
(B) PREPARATION OF e-Bid	9
5. Language of e-Bid	9
6. Documents Constituting the e-Bid	9
7. e-Bid Form	10
8. e-Bid Price	10
9. e-Bid Currencies	10
10. Documents Establishing bidder's Qualification	10
11. Documents Establishing Goods' Conformity to e-Bid Documents	10
12. e-Bid Security/Earnest Money Deposit (EMD)	11
13. Period of Validity of e-Bid	12
14. Format and Signing of e-Bid	12
15. Submission of e-Bid	12
16. Deadline for Submission of e-Bid	14
17. Late e-Bid	14
18. Withdrawal and Resubmission of e-Bid	14
(C) e-Bid OPENING AND EVALUATION OF e-Bid	15
19.A- Opening of Technical e-Bid by the Purchaser	15
19.B- Opening of Financial e-Bid	15
20. Clarification of e-Bid	16
21. Evaluation of technical e-Bid and Evaluation Criteria	16
22. Financial Evaluation and Comparison of e-Bid	18
23. Contacting the Purchaser	18
(D) AWARD OF CONTRACT/PURCHASE ORDER	18
24. Criteria	18
25. Purchaser's right to vary Quantities at the Time of Award	19
26. Purchaser's right to accept any e-Bid and to reject any or all e-Bids	19
27. Notification of Award/Purchase Order	19
28. Signing of Contract/	19
29. Performance Security	19
Section II - Conditions of Contract	22
1. Definitions	22
2. Application	22
3. Standards	22
4. Patent Rights	22
5. Performance Security	22
6. Inspection & Tests	23
6.5 Manual and Drawing	24
7. Packing	25
8. Delivery and Documentation	25
9. Insurance	25
10. Transportation	25
11. Incidental Services	25
12. Spare Parts	25
13. Warranty	26
14. Payment	27
15. Prices	27
16. Change Orders	28
17. Contract Amendments	28
18. Assignment	28
19. Delivery of the Goods and Delay in the Supplier's Performance	28
20. Liquidated Damages	29

21.	Termination for Default	29
22.	Force Majeure	29
23.	Termination for Insolvency.....	29
24.	Termination for Convenience	30
25.	Settlement of Disputes	30
26.	Limitation of Liability	31
27.	Governing Language.....	31
28.	Applicable Law	31
29.	Notices	31
30.	Taxes and Duties.....	31
31.	Right to use defective equipment.....	31
32.	Supplier Integrity	32
33.	Supplier's Obligations	32
34.	Patent Right	32
35.	Site Preparation and Installation	32
36.	Hardware and Software Installation.....	32
37.	Hardware and software Maintenance.....	32
38.	Technical Documentation	33
39.	Transfer of the Rights of the Purchaser	33
SECTION III : TECHNICAL E-BID.....		35
SECTION III (A) : e-Bid FORM		36
SECTION III (B) : SCHEDULE OF REQUIREMENTS		37
As per the details given in the		37
SECTION III (C)		37
TECHNICAL		37
SPECIFICATIONS		37
SECTION III (C) TECHNICAL SPECIFICATIONS		38
SECTION III(D) : QUALIFICATION CRITERIA		39
SECTION III(E) : BID SECURITY FORM		41
SECTION III(F) : CONTRACT FORM		42
SECTION III(G) : PERFORMANCE STATEMENT FORM		44
SECTION III(H) : SERVICE SUPPORT DETAILS		45
SECTION III (I) : CAPABILITY STATEMENT (CS)		46
SECTION III (J) : PERFORMANCE SECURITY FORM.....		49
Section Iv : Financial E-Bid.....		51
SECTION IV (A) : e-Bid FORM		52
SECTION IV (B) :PRICE SCHEDULE / BOQ.....		53



U.P. ELECTRONICS CORPORATION LIMITED

(U.P. Government Undertaking)

10 Ashok Marg, Lucknow-226001

Tel No. 0522-2288750, 4130303, Ext. 302, 303, Fax 0522-2288583

Notice Inviting Tender

Online e-bids are invited only from reputed Original Equipment Manufacturers (OEM) of the Hardware/Software or their authorized dealer/distributor/supplier who have been authorized by OEM to participate in this Tender for **RFP for Renewal Subscription of HP Data Protector Software Installed at NIC Building Lucknow of State Election Commission, U.P., Lucknow**

The e-tender document processing fee is **Rs. 500/- (Rupees Five Hundred only)**. The details for submission of e-bids will be available in the e-tender document on the UP Government. e-Procurement website <http://etender.up.nic.in> or Corporation's website

The Corporation reserves the right to cancel any or all the e-Bids/ annul e-Bidding process without assigning any reason and decision of Corporation will be final and binding.

Key Events & Dates

S. No.	Event	Target Date
1	Cost of Bid Document (Tender Fee)	INR 500/- (non-refundable) in the form of DD/Banker's Cheque of only Scheduled Bank, drawn in favour of "U.P. Electronics Corporation Limited" payable at Lucknow.
2	Bid Security / Earnest Money Deposit (EMD)	INR 1,000/- (Rupees One Thousand) in the form of a DD/ Banker's Cheque/BG drawn on any Scheduled Bank, payable at Lucknow, in favor of "U.P. Electronics Corporation Limited".
3	Publication of the RFP	12-01-2021, 17:00 Hours
4	Clarification Start Date	12-01-2021, 17:00 Hours
5	Clarification End Date	16-01-2021, 17:00 Hours
7	Last date for submission of Bids	19-01-2021, 17:00 Hours
8	Date of Opening of Technical Bids	19-01-2021 at 18:00 Hours at UP Electronics Corporation Ltd. 10, Ashok Marg Lucknow
9	Date of opening of Commercial Bid	To be informed later on

MANAGING DIRECTOR

SECTION-1
INVITATION OF E-BIDS

Section-1: Invitation for E-Bids

This invitation for e-Bids is **Renewal of HP Data Protector Software Installed at NIC Building Lucknow of State Election Commission, U.P., Lucknow.**

1. Bidders are advised to study the tender Document carefully. Submission of e-Bid against this tender shall be deemed to have been done after careful study and examination of the procedures, terms and conditions of the tender Document with full understanding of its implications.
2. The e-Bid prepared in accordance with the procedures enumerated in ITB Clause 15 of Section-I should be submitted through e-Procurement website <http://etender.up.nic.in>.
3. The tender document is available at e-Procurement website <http://etender.up.nic.in> or Corporation's website www.uplclko.in from **12-01-2021**. Interested bidders may view, download the e-Bid document, seek clarification and submit their e-Bid online up to the date and time mentioned in the table below:
4. The bidders need to submit the proof/cost of e-Bid document/processing as stated in the above through Demand Draft or Bank Guarantee in favour of U.P. Electronics Corporation Ltd (herein after referred as UPLC/Purchaser) payable at Lucknow. The scanned copy of the Demand Draft or Bank Guarantee must be enclosed along with the e-Bids but the original Demand Draft or Bank Guarantee should reach the office of UPLC/Purchaser at Lucknow before opening of technical e-Bid.
5. It is not necessary for a Bidder to quote all schedules of Bid. But if bidder is quoting any schedule, it is must to quote all items for that schedule. Bidders must quote for all the items in a schedule in the Technical Bid and in the price schedule/BOQ of financial bid. The bids of bidders who will not quote for all the items in any schedule in technical and financial bids shall be rejected.
6. All e-Bid must be accompanied by e-Bid Security/Earnest Money Deposit (EMD) in the form of Demand Draft/Bank Guarantee, drawn in favour of U.P. Electronics Corporation Ltd., Lucknow. The scanned copy of the e-Bid Security/EMD must be submitted along with the e-Bid and the original should reach the Corporation's office at Lucknow before opening of technical e-Bids. No Interest would be payable on e-Bid Security (Earnest Money) deposited with the Corporation.
7. The e-Bids will be electronically opened in the presence of bidder's representatives, who choose to attend at the venue, date and time mentioned in the above table. An authority letter of bidder's/OEM representative will be required to be produced.
8. The Corporation reserves the right to cancel any or all the e-Bids/annul the e-Bid process without assigning any reason thereof. The decision of Corporation will be final and binding.
9. In the event of date specified for e-Bids opening being declared a holiday for Corporation's office then the due date for opening of e-Bids shall be the following working day at the appointed time and place.

10. All the required documents including Price Schedule/BOQ should be uploaded by the Bidder electronically in the PDF/XLS format. The required electronic documents for each document label of Technical (Fee details, Qualification details, e-Bid Form and Technical Specification details) schedules/packets can be clubbed together to make single different files for each label.
11. The companies/firms who are registered at e-Procurement portal for e-tendering with U.P. Electronics Corporation Ltd. (UPLC), 10, Ashok Marg, Lucknow (UP) would only be eligible for participating in this e-tender as well as in e-tendering system of U.P. Govt. departments. All companies/firms who have not registered themselves with UPLC for e-tendering till date can get their registration done by depositing a filled in form issued by UPLC along with registration fee of ₹ 6000.00 (Rupees Six thousand only) for participating in this e-tender and other e-tenders of U.P. Govt. Departments. The companies/firms, who are not having digital signature, can also get their digital signature on deposit of processing fees of ₹1500.00 (Rupees One thousand five hundred only). The companies/firms may contact the officials on phone numbers 0522-2286809, 0522-2288750 (O) 0522-4130303 (Extn: 303, 304 & 307), for their Registration/Digital Signature Certificate related queries.
12. Most of the departments for which UPLC is asking bids in this tender have not provided cost of equipments/materials in advance to UPLC. They have informed that they will provide the money only after successful delivery and installation of ordered items, hence UPLC shall pay the amount against delivery and installation against the ordered items to successful bidders only after same is received by UPLC from the concerned department. The Bank Guarantee worth 10% of the equipment/material value for the entire Warranty Period shall also require to be submitted with UPLC/Client Department.

INSTRUCTIONS TO BIDDERS (ITB)

(A) THE BID DOCUMENT

1. Cost of e-Bid

- a) The bidder shall bear all costs associated with the preparation and submission of its e-Bid and U.P. Electronics Corporation Ltd, Lucknow hereinafter referred to as “the Purchaser”, will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the e-Bid process.
- b) This tender document is available on the web site <http://etender.up.nic.in> and www.uplclko.in to enable the bidders to view, download the e-Bid document and submit e-Bids online up to the last date and time mentioned in e-Tender notice/e-tender document against this e-Tender. The bidders shall have to pay e-Tender document fee of **Rs 500.00 (Rupees Five Hundred Only)** in cash or through Demand Draft or Banker’s Cheque payable in favour of U.P. Electronics Corporation Ltd, Lucknow. The scanned copy of the Cash Deposit Receipt or Demand Draft or Bank Guarantee must be enclosed along with the e-Bid but the original Demand Draft or Bank Guarantee should reach the Purchaser’s office before opening of the technical e-Bid. This e-tender document fee of **₹500.00** will be non-refundable.

2. Contents of e-Bid Document

- 2.1 The goods required to be supplied, e-Bid procedure and contract terms and conditions are prescribed in the e-Bid document. The e-Bid document includes:
 - (a) Invitation for e-Bid
 - (b) Section I : Instruction to bidders (ITB);
 - (c) Section II : Conditions of Contract (CC);
 - (d) Section III : Technical e-Bid;
 - (e) Section IV : Financial e-Bid;
- 2.2 The bidder is expected to examine all instructions, forms, terms and specifications in the e-Bid document. Failure to furnish all information required as per the e-Bid document or submission of e-Bid not responsive to the e-Bid document in every respect will be at the bidder’s risk and may result in rejection of the said e-Bid.

3. Clarification of e-Bid Document

A prospective bidder requiring any clarification of the e-Bid document may raise his/her point of clarification through Bid Management Window after successfully login to the e-Procurement website <http://etender.up.nic.in>. The bidder may seek clarification by posting query in the relevant window after clicking "Seek Clarification" option in the view e-tender details window for e-tender which can be selected through my tender option of e-Bid submission menu. The clarification will be replied back by the Purchaser through the e-Procurement website which can be read by the bidder through the "Clarification" option under Bid Submission menu. The Purchaser may also respond to clarifications raised by the prospective bidders on Purchaser's e-mail address uplc.hw.proposal@gmail.com

4. Amendment of e-Bid Document

- 4.1 At any time prior to the deadline for submission of e-Bid, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the e-Bid document by amendments. Such amendments shall be uploaded on the e-

Procurement website [http:// etender.up.nic.in](http://etender.up.nic.in) and Purchaser's web site www.uplclko.in through corrigendum and shall form an integral part of e-Bid document. The relevant clauses of the e-Bid document shall be treated as amended accordingly.

- 4.2 It shall be the sole responsibility of the prospective bidders to check the web site <http://etender.up.nic.in> and www.uplclko.in from time to time for any amendment in the e-tender document. In case of failure to get the amendments, if any, the Purchaser shall not be responsible for it.
- 4.3 In order to allow prospective e-Bidders a reasonable time to take the amendment into account in preparing their e-Bids, the Purchaser, at his discretion, may extend the deadline for the submission of e-Bids. Such extensions shall be uploaded on the e-Procurement website <http://etender.up.nic.in> and Purchaser's web site www.uplclko.in.

(B) PREPARATION OF e-Bid

5. Language of e-Bid

- 5.1 The e-Bid prepared by the bidder, as well as all correspondence and documents relating to the e-Bid exchanged by the bidder and the Purchaser shall be written either in English or Hindi language. The correspondence and documents in Hindi must be accompanied by embedded/separate Hindi font files. Only English numerals shall be used in the e-Bid.

6 Documents Constituting the e-Bid

- 6.1 The e-Bid prepared by the bidder shall comprise the following components:
- (a) **Technical e-Bid** - Technical e-Bid will comprise of :
- (i) **Fee Details** – includes copies of e-tender document processing/Cost and e-Bid Security/Earnest Money Deposit (EMD) furnished in accordance with ITB Clause 12 in PDF format.
 - (ii) **Qualification Details** – includes copies of required documents as per ITB Clauses 10 and 11 in PDF format justifying that the bidder is qualified to perform the contract if his/her bid is accepted and that the bidder has financial, technical and production capability necessary to perform the contract and meets the criteria outlined in the Qualification Requirement and Technical Specification and fulfill all the conditions of the Contract and that the goods and ancillary services to be supplied by the bidder conform to the e-Bid document and Technical Specifications.
 - (iii) **e-Bid Form** – includes copy of filled in e-Bid Form as per Section-III(A) of e-tender document in PDF format justifying that the bidder is complying with all the conditions of the Contract and Technical Specifications of the e-Bid Document as no deviation will be acceptable to the Purchaser.
 - (iv) **Technical Specification Details** – includes copy of filled in Technical Specifications as per Section-III(C) of e-tender document in PDF format.
- (b) **Financial e-Bid** – Financial e-Bid will comprise of :
- (i) **e-Bid Form** – includes copy of filled in e-Bid Form as per Section-IV(A) of e-tender document in PDF format.
 - (ii) **Price Schedule/BOQ** – includes Price Schedule/BOQ in XLS format to be filled in after downloading from the e-Procurement website for this e-tender.

7. e-Bid Form

- 7.1 The bidder shall complete the e-Bid Form and the appropriate Price Schedule/BOQ furnished in the e-Bid document, including the goods to be supplied, their quantities and prices in the format given in the e-Bid document.

8. e-Bid Price

- 8.1 The bidder shall quote separately in the downloaded spread sheet file for Price Schedule/BOQ unit price (along with basic price, excise duty, trade tax/VAT and other charges such as installation and onsite comprehensive warranty maintenance service charges, if any) of each item in the specified places for all the goods mentioned in Section III(C) of Technical Specifications. The unit prices quoted shall be with onsite comprehensive warranty as well as extended warranty as per period specified in column-3 of Section III(C) of Technical Specifications.

- 8.2. e-Bid price of each item indicated on the Price Schedule/ BOQ as mentioned in para 8.1 above, shall include all the cost till successful installation & commissioning at various offices situated in different cities of U.P. for all the items specified in the schedule of requirement and onsite comprehensive warranty maintenance i.e.

I. The price of goods (ex-works, ex-factory, ex-showroom, ex-warehouse, or off-the-shelf, as applicable), including all duties and sales and other taxes already paid or payable:

- (a) on components and raw material used in the manufacture or assembly of goods quoted ex-works or ex-factory; or
- (b) on the previously imported goods of foreign origin quoted ex-showroom, ex-warehouse, or off-the-shelf.

II. Any Indian duties, sales and other taxes which will be payable on the goods if this Contract is awarded.;

III. The price for inland transportation, insurance and other local costs incidental to delivery of the goods to their final destination.

IV. the price of other incidental services listed in Clause 11 of the Conditions of Contract.

- 8.3 Prices quoted by the bidder shall be fixed during the bidder's performance of the Contract and not subject to variation on any account subject to ITB Clause 25.1. A e-Bid submitted with an adjustable price quotation unless asked for shall be treated as non-responsive and rejected.

9. e-Bid Currencies

Prices shall be quoted in Indian Rupees only.

10. Documents Establishing bidder's Qualification

- 10.1 Pursuant to ITB Clause 6, the bidder shall furnish, as part of its Technical e-Bid, documents establishing the bidder's qualification to perform the Contract if its e-Bid is accepted. The documentary evidence should be submitted by the bidder electronically in the PDF format.

- 10.2 The documentary evidence of bidder's qualification to perform the Contract if its e-Bid is accepted shall be as per Qualification Requirements specified in Section III (D) of e-tender document.

11 Documents Establishing Goods' Conformity to e-Bid Documents

- 11.1 Pursuant to ITB Clause 6, the bidder shall furnish, as part of its e-Bid, documents establishing the conformity to the e-Bid documents of all goods and services which the

bidder proposes to supply under the contract. The documentary evidence should be in the PDF file format.

- 11.2 The documentary evidence of conformity of the goods and services to the e-Bid documents shall consist of:
- (a) The brochures/leaflets/the document downloaded from the internet site of the OEM of the goods offered in support of the technical specifications asked in the e-tender.
 - (b) The copies of the purchase deed of the office building/receipt of the rent paid/ transfer & posting orders of engineers/any other proof of placement to the satisfaction of Purchaser should be enclosed as a documentary evidence in support of their service centers to be mentioned in the e-Bid;
 - (c) An item-by-item commentary on the Purchaser's Technical Specifications demonstrating substantial responsiveness of the goods and services to those specifications or a statement of deviations and exceptions to the provisions of the Technical Specifications;
 - (d) A confirmation that, if the bidder offers systems and/or other software manufactured by another company, such software operates effectively on the system offered by the bidder; and the bidder is willing to accept responsibility for its successful operations.
 - (e) A confirmation that the bidder is either the owner of intellectual Property Rights in the hardware and the software items offered, or that it has proper authorization from the owner to offer them. Willful misrepresentation of these facts shall lead to the cancellation of the e-Bid/ contract without prejudice of other remedies that the Purchaser may take.

12 e-Bid Security/Earnest Money Deposit (EMD)

- 12.1 Pursuant to ITB Clause 6, the bidder shall furnish, as part of its e-Bid, an e-Bid security/ EMD of **1,000/- (Rupees One Thousand only)** in form of Demand Draft/ Bank Guarantee, in favour of U.P. Electronics Corporation Ltd., Lucknow. The scanned copy of the e-Bid Security/EMD must be submitted along with the e-Bid and the original should reach the Purchaser's office at Lucknow before opening of technical e-Bid.
- 12.2 The e-Bid security is required to protect the Purchaser against the risk of bidder's conduct which would warrant the security's forfeiture, pursuant to ITB Clause 12.7.
- 12.3 The e-Bid security shall be in Indian Rupees and shall be in the following forms only:
A Demand Draft/Bank Guarantee payable in favour of U.P. Electronics Corporation Ltd at Lucknow. Bidder may submit the bid security of the above amount in the form of Bank Draft/Pay Order payable in favour of UP Electronics Corporation Ltd, Lucknow.
- 12.4 Any e-Bid not secured in accordance with ITB Clauses 12.1 and 12.3 above shall be treated as non-responsive and rejected by the Purchaser.
- 12.5 Unsuccessful bidder's e-Bid security will be returned upon the written request through cheque as promptly as possible after the expiration of the period of e-Bid validity prescribed by the Purchaser, pursuant to ITB Clause 13.
- 12.6 The successful bidder's e-Bid security will be returned upon the bidder signing the Contract, pursuant to ITB Clause 28, and furnishing the performance security, pursuant to ITB Clause 29.
- 12.7 The e-Bid security may be forfeited:
- (a) if a bidder (i) withdraws its e-Bid during the period of e-Bid validity specified by the bidder on the e-Bid Form; or (ii) does not accept the correction of errors pursuant to ITB Clause

22.2; or (iii) modifies its e-Bid price during the period of e-Bid validity specified by the bidder on the e-Bid form or

- (b) in case of a successful bidder, if the bidder fails:
 - (i) to sign the Contract with the Purchaser in accordance with ITB Clause 28; or
 - (ii) to furnish performance security in accordance with ITB Clause 29.

13 Period of Validity of e-Bid

- 13.1 e-Bid shall remain valid for 180 days after the date of e-Bid opening prescribed by the Purchaser, pursuant to ITB Clause 16. An e-Bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.
- 13.2 In exceptional circumstances, the Purchaser may solicit the bidder's consent to an extension of the period of e-Bid validity. The request and the response thereto shall be made in writing. A bidder may refuse the request without forfeiting its e-Bid security. A bidder granting the request will not be required nor permitted to modify its e-Bid.
- 13.3 Price Validity One Year from the date of Financial Opening Bid.

14 Format and Signing of e-Bid

- 14.1 The bidder shall prepare one electronic copy each of the Technical e-Bid and Financial e-Bid separately.
- 14.2 The e-Bid document shall be digitally signed, at the time of uploading, by the bidder or a person or persons duly authorized to bind the bidder to the Contract. The later authorization shall be indicated by a scanned copy of written power-of-attorney accompanying the e-Bid. All the pages/ documents of the e-Bid that are to be uploaded shall be digitally signed by the person authorized to sign the e-Bid.

15. Submission of e-Bid

The Bid Submission module of e-Procurement website <http://etender.up.nic.in> enables the bidders to submit the e-Bid online in response to this e-tender published by the Purchaser. Bid Submission can be done only from the Bid Submission start date and time till the Bid Submission end date and time given in the e-tender. Bidders should start the Bid Submission process well in advance so that they can submit their e-Bid in time. The bidders should submit their e-Bid considering the server time displayed in the e-Procurement website. This server time is the time by which the e-Bid submission activity will be allowed till the permissible time on the last/end date of submission indicated in the e-tender schedule. Once the e-Bid submission date and time is over, the bidders cannot submit their e-Bid. For delay in submission of e-Bid due to any reasons, the bidders shall only be held responsible.

The bidders have to follow the following instructions for submission of their e-Bid:

- 15.1 For participating in e-Bid through the e-tendering system, it is necessary for the bidders to be the registered users of the e-Procurement website [http:// etender.up.nic.in](http://etender.up.nic.in). The bidders must obtain a User Login Id and Password by registering themselves with U.P. Electronics Corporation Limited, Lucknow if they have not done so previously for registration. Refer to details given in Invitation for e-Bid Clause 11.
- 15.2 In addition to the normal registration, the bidder has to register with his/her **Digital Signature Certificate (DSC)** in the e-tendering system and subsequently he/she will be allowed to carry out his/her e-Bid submission activities. Registering the Digital Signature Certificate (DSC) is a one time activity. Before proceeding to register his/her DSC, the

bidder should first log on to the e-tendering system using the User Login option on the home page with the Login Id and Password with which he/ she has registered as per clause 15.1 above.

For successful registration of DSC on e-Procurement website <http://etender.up.nic.in> the bidder must ensure that he/she should possess Class-2/ Class-3 DSC issued by any certifying authorities approved by Controller of Certifying Authorities, Government of India, as the e-Procurement website <http://etender.up.nic.in> is presently accepting DSCs issued by these authorities only. The bidder can obtain User Login Id and perform DSC registration exercise as described in clauses 15.1 and 15.2 above even before e-Bid submission date starts. The Purchaser shall not be held responsible if the bidder tries to submit his/her e-Bid at the last moment before end date of submission but could not submit due to DSC registration problem.

- 15.3 The bidder can search for active tenders through "Search Active tenders" link, select a tender in which he/she is interested in and then move it to 'My Tenders' folder using the options available in the e-Bid Submission menu. After selecting and viewing the tender, for which the bidder intends to e-Bid, from "My Tenders" folder, the bidder can place his/her e-Bid by clicking "Pay Offline" option available at the end of the view tender details form. Before this, the bidder should download the e-tender document and Price Schedule/Bill of Quantity (BOQ) and study them carefully. The bidder should keep all the documents ready as per the requirements of e-tender document in the PDF format except the Price Schedule/Bill of Quantity (BOQ) which should be in the XLS format (Excel sheet).
- 15.4 After clicking the 'Pay Offline' option, the bidder will be redirected to the Terms and Conditions page. The bidder should read the Terms & Conditions before proceeding to fill in the Tender Fee and EMD offline payment details. After entering and saving the Tender Fee and EMD details, the bidder should click "Encrypt & Upload" option given in the offline payment details form so that "Bid Document Preparation and Submission" window appears to upload the documents as per Technical (Fee details, Qualification details, e-Bid Form and Technical Specification details) and financial (e-Bid Form and Price Schedule/BOQ) schedules/packets given in the tender details. The details of the Demand Draft or any other accepted instrument which is to be physically sent in original before opening of technical e-Bid, should tally with the details available in the scanned copy and the data entered during e-Bid submission time otherwise the e-Bid submitted will not be accepted.
- 15.5 Next the bidder should upload the Technical e-Bid documents for Fee details (e-tender fee and EMD), Qualification details as per "ITB Clause 10 or 21", e-Bid Form as per "Section-III(A)" and Technical Specification details as per "Section-III(C):Technical Specifications" and Financial e-Bid documents as per "Section-IV(A):e-Bid Form" and "Section-IV(B):Price Schedule/BOQ" of e-tender document. Before uploading, the bidder has to select the relevant Digital Signature Certificate. He may be prompted to enter the Digital Signature Certificate password, if necessary. For uploading, the bidder should click "Browse" button against each document label in Technical and Financial schedules/packets and then upload the relevant PDF/XLS files already prepared and stored in the bidder's computer. The required documents for each document label of Technical (Fee details, Qualification details, e-Bid Form and Technical Specification details) and financial (e-Bid Form and Price Schedule/BOQ) schedules/packets can be clubbed together to make single different files for each label.

- 15.6 The bidder should click "Encrypt" next for successfully encrypting and uploading of required documents. During the above process, the e-Bid documents are digitally signed using the DSC of the bidder and then the documents are encrypted/locked electronically with the DSC's of the bid openers to ensure that the e-Bid documents are protected, stored and opened by concerned bid openers only.
- 15.7 After successful submission of e-Bid document, a page giving the summary of e-Bid submission will be displayed confirming end of e-Bid submission process. The bidder can take a printout of the bid summary using the "Print" option available in the window as an acknowledgement for future reference.
- 15.8 Purchaser reserves the right to cancel any or all e-Bids without assigning any reason.

16 Deadline for Submission of e-Bid

- 16.1 e-Bid (Technical and Financial) must be submitted by the bidders at e-Procurement website <http://etender.up.nic.in> not later than the time 5.00 PM on 16-01-2021 (as the server time displayed in the e-Procurement website).
- 16.2 The Purchaser may, at its discretion, extend this deadline for submission of e-Bid by amending the e-Bid document in accordance with ITB Clause 4, in which case all rights and obligations of the Purchaser and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

17 Late e-Bid

- 17.1 The server time indicated in the Bid Management window on the e-Procurement website <http://etender.up.nic.in> will be the time by which the e-Bid submission activity will be allowed till the permissible date and time scheduled in the e-tender. Once the e-Bid submission date and time is over, the bidder cannot submit his/her e-Bid. Bidder has to start the Bid Submission well in advance so that the submission process passes off smoothly. The bidder will only be held responsible if his/her e-Bid is not submitted in time due to any of his/her problems/faults, for whatsoever reason, during e-Bid submission process.

18 Withdrawal and Resubmission of e-Bid

- 18.1 At any point of time, a bidder can withdraw his/her e-Bid submitted online before the bid submission end date and time. For withdrawing, the bidder should first log in using his/ her Login Id and Password and subsequently by his/her Digital Signature Certificate on the e-Procurement website <http://etender.up.nic.in>. The bidder should then select "My Bids" option in the Bid Submission menu. The page listing all the bids submitted by the bidder will be displayed. Click "View" to see the details of the e-Bid to be withdrawn. After selecting the "Bid Withdrawal" option, the bidder has to click "Yes" to the message "Do you want to withdraw this bid?" displayed in the Bid Information window for the selected bid. The bidder also has to enter the bid Withdrawing reasons and upload the letter giving the reasons for withdrawing before clicking the "Submit" button. The bidder has to confirm again by pressing "Ok" button before finally withdrawing his/her selected e-Bid.
- 18.2 The bidder has to request the Purchaser with a letter, attaching the proof of withdrawal and submission of e-Bid security/EMD in the office of Purchaser, to return back the e-Bid security/EMD as per the manual procedure.

- 18.3 No e-Bid may be withdrawn in the interval between the deadline for submission of e-Bids and the expiration of period of e-Bid validity. Withdrawal of an e-Bid during this interval may result in the bidder's forfeiture of his/her e-Bid security, pursuant to ITB Clause 12.7.
- 18.4 The bidder can re-submit his/her e-Bid as and when required till the e-Bid submission end date and time. The e-Bid submitted earlier will be replaced by the new one. The payment made by the bidder earlier will be used for revised e-Bid and the new e-Bid submission summary generated after the successful submission of the revised e-Bid will be considered for evaluation purposes. For resubmission, the bidder should first log in using his/her Login Id and Password and subsequently by his/her Digital Signature Certificate on the e-Procurement website <http://etender.up.nic.in>. The bidder should then select "My Bids" option in the Bid Submission menu. The page listing all the bids submitted by the bidder will be displayed. Click "View" to see the details of the e-Bid to be resubmitted. After selecting the "Bid Resubmission" option, click "Encrypt & Upload" to upload the revised e-Bid documents by following the methodology provided in clauses 15.4 to 15.7.
- 18.5 The bidders can submit their revised e-Bids as many times as possible by uploading their e-Bid documents within the scheduled date & time for submission of e-Bids.
- 18.6 No e-Bid can be resubmitted subsequently after the deadline for submission of e-Bids.

(C) e-Bid OPENING AND EVALUATION OF e-Bid

19.A- Opening of Technical e-Bid by the Purchaser

- 19.A.1 The Purchaser will open all technical e-Bids, in the presence of bidders' representatives who choose to attend at 5.00 PM on 19-01-2021 at UP Electronics Corporation Ltd, 10 Ashok Marg, Lucknow-226010. The bidder's representatives who are present shall sign on attendance sheet. In the event of the scheduled date of e-Bid opening being declared a holiday for the Purchaser, the e-Bids shall be opened at the scheduled time and place on the next working day.
- 19.A.2 The bidder's names and the presence or absence of requisite e-Bid security and such other details as the Purchaser at its discretion may consider appropriate, will be announced at the opening. The name of such bidders not meeting the Technical Specifications and qualification requirement shall be notified subsequently.
- 19.A.3 The Purchaser will prepare minutes of the e-Bid opening.

19.B- Opening of Financial e-Bid

- 19.B.1 After evaluation of technical e-Bid, the Purchaser shall notify those bidders whose technical e-Bids were considered non-responsive to the Conditions of the Contract and not meeting the technical specifications and Qualification Requirements indicating that their financial e-Bids will not be opened. The Purchaser will simultaneously notify the bidders, whose technical e-Bids were considered acceptable to the Purchaser. The notification may be sent by letter, fax or by e-mail.
- 19.B.2 The financial e-Bids of technically qualified bidders shall be opened in the presence of bidders who choose to attend, and date for opening of financial bids will be communicated to the Technically Qualified Bidders subsequently after completion of technical bids evaluation. The name of bidders, Unit Price quoted for various items etc will be announced at the meeting.
- 19.B.3 The Purchaser will prepare the minutes of the e-Bid opening.

20 Clarification of e-Bid

- 20.1 During evaluation of e-Bid, the Purchaser may, at its discretion, ask the bidder for a clarification of his/her e-Bid. The request for clarification and the response shall be in writing.

21 Evaluation of technical e-Bid and Evaluation Criteria

The Purchaser will examine the e-Bid to determine whether they are complete, whether they meet all the conditions of the Contract, whether required e-tender fee, e-Bid security and other required documents have been furnished, whether the documents have been properly digitally signed, and whether the e-Bids are generally in order. Any e-Bid or e-Bids not fulfilling these requirements shall be rejected.

The bidders shall submit the scanned copies of following as documentary proof for evaluation of their technical e-Bids:-

- 21.1 The bidder should be a branded/Original Equipment Manufacturer (OEM) of **RFP Items** or their authorized dealer/distributor/supplier, who has been authorized by the OEM to participate in this e-tender.
- 21.2 The bidder shall submit the copies of the certificate of the trade mark registration/the authorisation letter of the competent authority using the trade mark and/or certificate of registration in excise of the manufacturer for IT Related Items offered in this e-tender. In case manufacturer is exempted from excise duties by the Government, the bidder shall furnish documentary proof along with the e-Bid. The e-Bid submitted without required documentary proof shall be rejected.
- 21.3 -----
- 21.4
- 21.4.1 The bidder/the Original Equipment Manufacturer of the RFP Items in the e-tender shall be in the business of regular supply and installation of the same make/brand of the RFP Items last three financial years. The e-Bids of the bidders not submitting duly signed & stamped evidence i.e. copies of purchase order and its satisfactory installation report against respective years. The e-Bidders should also submit filled in Proforma as per "Section III (G) - Performance Statement Form" in support of his/her experience.
- 21.4.2 The bidder, who has been authorized by any OEM, shall be in the business of regular supply and installation of any make/brand of the RFP Items since last three financial years. The e-Bids of the bidders not submitting duly signed & stamped evidence i.e. copies of one purchase order and its satisfactory installation report per year for each of the last three financial years regarding regular supply of the same brand of quoted in the e-Bid shall be rejected. The e-Bidders should also submit filled in Proforma as per "Section III (G) - Performance Statement Form" in support of his/her experience.
- 21.5 All the items quoted should have minimum technical specifications given in the e-tender.
- 21.6 The bidder should have at least eight Service Support Centres in different Revenue Divisions in U.P. A Service centre at Lucknow is essential. Details of Service Centres and information on service support facilities that would be provided during and after the warranty period should be given by the bidder as per Service Support Form given in Section-III (H) of this e-tender document. The e-Bids of the bidder who do not have at least eight Service Support Centres in different Revenue Division of U.P. shall be rejected. The bidder whose e-Bid is accepted, shall also be bound to open their service centres/their service providers in all those

- revenue divisions/or adjacent revenue divisions for whom computers are being procured within two months from the date of issue of purchase order. Bidder shall submit an undertaking to the Purchaser to this effect. If at any stage, it is found that the centres/service providers have not been opened or non-functional or have been closed down, then the e-Bid security/performance bank guarantee shall be forfeited.
- 21.7 The bidder should have given satisfactory warranty maintenance services of the computers supplied by them and should submit supporting documents from three of its clients for the same. The e-Bids of the bidders not submitting at least three certificates from their clients regarding their satisfactory warranty maintenance services of the computers supplied by them shall be rejected.
- 21.8 The bidder should submit a notarized affidavit that the bidder's firm has not been black listed from any State/Central Government Departments/Organisations. The e-Bids of the black-listed bidders or those not submitting the required affidavit shall be rejected.
- 21.9 The bidder company/firm turnover/Profit and Loss Account Statement→**Refer to Qualifying Criteria.**
- 21.10 All e-Bids submitted shall also include the following:
- (i) Filled in form as per Section III (I) - Capability Statement.
 - (ii) Certified Copies of relevant pages of following documents:
 - a. Memorandum and Article of Association showing objectives of the Company/firm and authority to sign the e-Bid/contract or delegate the power to others for signing the e-Bid/contract.
 - b. Place of registration.
 - c. The power-of-attorney authorizing the bidder to sign the e-Bid/ contract.
 - d. PAN certificate of the company/firm.
 - e. Trade tax/VAT/GST/MSME registration certificate of the company/firm.
- The e-Bids of the bidders not submitting certified copies of documents mentioned in clause 21.10 (ii) above shall be rejected.
- 21.11 The bidders have to quote for all Schedule Items of RFP.
- 21.12 The e-Bids found to be not responsive to and not fulfilling all the conditions of the contract and not meeting Technical Specifications and Qualification Requirements to the satisfaction of Purchaser shall be rejected and may not subsequently be made responsive by the bidder by correction of the non-conformity. The e-Bids of bidders mentioning any of their conditions which are not mentioned in the e-tender document or are not in conformity with the conditions of the contract shall be rejected.
- 21.13 It shall be the discretion of the Purchaser to decide as to whether an e-Bid fulfills the evaluation criterion mentioned in this e-tender or not.
- 21.14 ***The bidders are advised not to mix financial bid documents with the PDF documents submitted for technical bid.*** The e-Bids of the bidders having financial bid document in the technical bid will out rightly be rejected.
- 21.15 Uttar Pradesh State Unit manufacturer bidders seeking purchase preference/price preference for their manufactured quoted goods as per the G.O. 706/18-5-2003-9(S.P.)/95, dated 11 June 2003 and 1261/18-5-2006-9(S.P.)/95 dated 22 September 2006 of Small Industries Department, Govt. of Uttar Pradesh shall have to submit the evidence that their quoted goods have been manufactured by them in a manufacturing unit in Uttar Pradesh. The bidder

should also submit proof that its manufacturing unit falls into small/medium/large scale industry unit as per Govt. norms

22 Financial Evaluation and Comparison of e-Bid

22.1 The Purchaser will evaluate and compare the financial rates of individual items quoted in the price schedule/BOQ of e-Bids of those bidders whose technical e-Bids are found responsive as per the conditions of the e-tender only for those items of the bidders which have been technically accepted by the Purchaser.

22.2 No additional payments shall be made for completion of any contractual obligation beyond the quoted prices. If the supplier does not accept the correction of errors if any, its e-Bid shall be rejected and its e-Bid security may be forfeited.

22.3 No weightage/preference shall be given to the bidder quoting any higher technical specifications against the technical specifications of the items asked in the e-tender.

22.4 The Purchaser's evaluation of a Financial bid shall be based on lowest rate quoted excluding VAT/GST of Govt. of Uttar Pradesh by the bidder including the cost of equipment – preloaded with software as indicated in the technical specification (Ex-factory/ex-warehouse/off-the-shelf price of the goods offered from within India, such price to include all costs as well as duties and taxes paid or payable on components and raw material incorporated or to be incorporated in the goods, and Excise duty on the finished goods, if payable) and price of incidental services and the cost of inland transportation, insurance and other costs within India incidental to the delivery of the goods to their final destination as mentioned in Para 8.2 of ITB.

22.5 Uttar Pradesh State Unit manufacturer bidders will be given purchase preference/ price preference for their manufactured quoted goods as per the G.O. 706/18-5-2003-9(S.P.)/95, dated 11 June 2003 and 1261/18-5-2006-9(S.P.)/95 dated 22 September 2006 of Small Industries Department, Govt. of Uttar Pradesh.

22.6 Evaluation for bids shall be done schedule wise based on total lowest bid price (excluding VAT/GST) received for all items for that schedule.

22.7 The bidders whose technical bids would be found responsive and meeting the qualification requirements and fulfilling all conditions of the tenders, shall be considered for those items which would be technically accepted by the purchaser and whose schedule-wise bid price quoted are lowest in the bids.

23 Contacting the Purchaser

23.1 Subject to ITB Clause 20, no bidder shall contact the Purchaser on any matter relating to his/her e-Bid, from the time of the e-Bid opening to the time the Contract is awarded. If the bidder wishes to bring additional information to the notice of the Purchaser, he/she can do so in writing.

23.2 Any effort by a bidder to influence the Purchaser in its decisions on e-Bid evaluation, e-Bid comparison or contract award may result in rejection of the bidder's e-Bid.

(D) AWARD OF CONTRACT/PURCHASE ORDER

24 Criteria

24.1 The Purchaser will determine to its satisfaction whether the bidder(s) that is selected as having submitted the lowest evaluated responsive bid meets the criteria specified in ITB Clause 10.2, and is qualified to perform the contract satisfactorily.

24.2 Subject to ITB Clause 26, the Purchaser will award the contract to the lowest evaluated successful Bidder whose bid has been determined to be responsive to all the conditions of the contract and meeting the Technical specification and qualification requirement of the Bidding Document.

25 Purchaser's right to vary Quantities at the Time of Award

25.1 The Purchaser reserves the right at the time of Contract award to increase or decrease the quantity of goods and services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions, depending upon the requirement of end-customer. *The purchaser may put repeat order as per Govt. Rules on repeat order, in consent of LI-Bidder.*

25.2 If any taxes/duties are increased/ decreased by the Government during the contract period, the same shall be adjusted mutually after submitting the proof by the successful bidder to the Purchaser.

26 Purchaser's right to accept any e-Bid and to reject any or all e-Bids

26.1 The Purchaser reserves the right to accept or reject any e-Bid, and to annul the e-Bid process and reject all e-Bids at any time prior to contract award, without thereby incurring any liability to the affected bidder or bidders.

27. Notification of Award/Purchase Order

27.1 Prior to the expiration of the period of e-Bid validity, the Purchaser will notify the successful bidder in writing by letter/e-mail/fax, that its e-Bid has been accepted.

27.2 The notification of award will constitute the formation of the Contract.

27.3 Upon successful bidder's furnishing of performance security pursuant to ITB Clause 29, the Purchaser will promptly return e-Bid security pursuant to ITB Clause 12.

28. Signing of Contract/

~~28.1 At the same time as the Purchaser notifies the successful bidder that its e Bid has been accepted, the Purchaser will send the bidder the Contract Form provided in the e-Bid document, incorporating all conditions of the agreement between the parties i.e. Purchaser and successful bidder.~~

~~27.2 Within 7 working days of receipt of the Contract Form, the successful bidder shall execute, sign and date the Contract and return it to the Purchaser.~~

29 Performance Security

29.1 Within 7 (Seven) working days of the execution of the contract with the Purchaser, the successful bidder shall furnish a performance security in the form of bank guarantee for 10% amount of order value in favour of concerned department, if required, which would be valid for the period of warranty obligation from State Bank of India or its associate banks or any nationalized Bank of India or scheduled bank located in India in favour of the purchaser, in accordance with the Conditions of Contract, in the Performance Security Form provided in the bidding document or in another form acceptable to the purchaser.

29.2 In some cases for small amount orders, where the concerned department has not asked for the Bank Guarantee in its favour, UPLC may ask the successful bidder to submit performance security in favour of UP Electronics Corporation Ltd.

29.3 Failure of the successful bidder to comply with the requirement shall constitute sufficient grounds for the annulment of the award and forfeiture of the e-Bid security, in which event

the Purchaser may make the award to the next lowest evaluated bidder or call for new e-Bids.

SECTION II - CONDITIONS OF CONTRACT

Section II - Conditions of Contract

1. Definitions

1.1 In this Contract, the following terms shall be interpreted:

- (a) “The Contract” means the agreement entered into between the Purchaser and the Supplier, as recorded in the Contract Form signed by the parties, including all the attachments and appendices thereto and all documents incorporated by reference therein;
- (b) “The Contract rates” mean the prices of various items payable to the Supplier under the Contract for the full and proper performance of its contractual obligations;
- (c) “The Goods” means all the equipment, machinery and/or other materials mention in [Section IV-B](#) which the Supplier is required to supply to the Purchaser under the Contract;
- (d) “Services” means services ancillary to the supply of the Goods, such as transportation and insurance and any other incidental services, such as installation, provision of technical assistance and other obligations of the Supplier covered under the Contract;
- (e) “The Purchaser” means the organisation purchasing the goods and the Purchaser is U.P. Electronics Corporation Ltd., 10, Ashok Marg, Lucknow-226001
- (f) “The Supplier” means the individual or firm supplying the Goods and Services under this Contract for the period of year (as per RFP) and supplier is -----
-----;
- (g) “The Project Site”, where applicable, means the Departments/Institutions of State government located in different cities of U.P., where the computers and other items will be supplied against the purchase orders of the Purchaser.
- (h) “Day” means calendar day.

2. Application

2.1 These Conditions shall apply to the extent that they are not superseded by provisions in other parts of the Contract.

3. Standards

3.1 The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications or the higher and when no applicable standard is mentioned; the authoritative standard appropriate to the Goods’ country of origin and such standards shall be the latest issued by the concerned O.E.M. of goods.

4. Patent Rights

4.1 The Supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods or any part thereof in India.

5. Performance Security

5.1 Within 7 (Seven) working days of the execution of the contract with the Purchaser, the successful bidder shall furnish a performance security in the form of **Bank Guarantee for 10% amount of order value (exclusive of Taxes)** in favour of concerned department, which would be valid for the period of warranty obligation from India or its associate banks

or any nationalized Bank of India or scheduled bank located in India in favour of the purchaser, in accordance with the Conditions of Contract, in the Performance Security Form provided in the bidding document or in another form acceptable to the purchaser.

- 5.2 During warranty/extended warranty period, the defective item (s) or component(s) are to be replaced or repaired whatever required, shall be done by the supplier to the satisfaction of the Purchaser/user department.
- 5.3 The proceeds of the performance security shall be payable to the authority in favour of whom the performance bank guarantees being made as compensation for any loss resulting from the supplier's failure to complete its obligations under the Contract.
- 5.4 The performance security shall be denominated in Indian Rupees and shall be in the following forms only:
A Bank guarantee issued by State Bank of India or its associate bank or a nationalized bank of India or a scheduled bank located in India acceptable to the Purchaser, in the form provided in the e-Bid document or another form acceptable to the Purchaser/user department.
- 5.5 The performance security will be discharged by the Purchaser/user department and returned to the Supplier upon the written request through cheque as promptly as possible following the date of its validity or completion of the Supplier's performance obligations including any onsite warranty/extended warranty obligations, whichever is later, under the contract.
- 5.6 In the event of any contract amendment, the Supplier shall within 7 days of receipt of such amendment furnish the amendment to the Performance Security rendering the same valid for the duration of the Contract as amended for 60 days after the completion of performance obligations including years comprehensive warranty (as per Technical Sheet) obligations of all the items.
- 5.7 In some cases for small amount orders, where the concerned department has not asked for the Bank Guarantee in its favour, UPLC may ask the successful bidder to submit performance security in favour of UP Electronics Corporation Ltd.

6. Inspection & Tests

Inspection and tests - (Pre-Dispatch Inspection) prior to shipment of Goods and at final acceptance are as follows:

- 6.1
- (i) The inspection of the Goods shall be carried out to check whether the Goods are in conformity with the technical specifications attached to the contract and the Conditions of Contract. The Purchaser will test all the equipment prior to their delivery at sites in the office/factory of the supplier and the Supplier will dispatch the inspected & tested goods by the Purchaser to the ultimate consignee along with manufacturer's warranty certificate. Complete hardware and software as specified in Section III (B) should be supplied, installed and commissioned properly against the purchase order of the Purchaser by the supplier prior to commencement of performance tests, if not carried out by the Purchaser prior to their delivery at sites. LAN shall be tested at sites only after its installation. For site preparation, as stated in Clause 35 the supplier should furnish all details to the Purchaser sufficiently in advance so as to get the works completed before receipt of the equipment.
- (ii) The acceptance test will be conducted by the Purchaser, their consultant or any other person nominated by the Purchaser, at its option. There shall not be any additional charges for

carrying out acceptance tests. The acceptance will involve trouble-free operation during acceptance testing period. No malfunction, partial or complete failure of any part of hardware or excessive heating of motors attached to printers, drivers etc. or bugs and malfunctioning in the software should occur. All the software should be complete and no missing module/sections will be allowed. During acceptance tests, the items having the same or higher technical specifications as given in the contract shall only be accepted. The Supplier shall maintain necessary log in respect of the result of the tests to establish to the entire satisfaction of the Purchaser. An average uptake efficiency of 98% for the duration of test period shall be considered as satisfactory.

(iii) In the event of the Hardware and Software failing to pass the acceptance test, if carried out at site of installation, a period not exceeding two weeks will be given to rectify the defects and clear the acceptance test, failing which the Purchaser reserves the rights to get the equipment's replaced by the supplier at no extra cost to the Purchaser.

(iv) Successful conducts and the conclusion of the acceptance test for the installed goods and equipment shall also be the sole responsibility and at the cost of the supplier.

6.2 The inspections and tests will be conducted on the premises of the Supplier prior to delivery of the Goods at final destination. For conducting the inspection and tests at the premises of the Supplier, all reasonable facilities and assistance, including access to drawings and production data shall be furnished by the supplier at no charge to the inspectors of the Purchaser. Supplier shall intimate to the Purchaser indicating that the computer systems and other equipment are ready for inspection and the Purchaser can send their representative for inspection at their premises. After receipt of such intimation from the Supplier, the Purchaser shall arrange for pre-dispatch inspection and test. After the computer system passes in the inspection and tests, the Supplier shall deliver and install the system and all other items at the respective sites within the time schedule given in the Schedule of Requirements.

6.3 Should any inspected or tested Goods fail to conform to the specifications, the Purchaser may reject the goods and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Purchaser.

6.4 The Purchaser's rights to inspect, test and, where necessary, reject the Goods after the Goods' arrival at Project Site shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by the Purchaser or its representative prior to the Goods shipment.

6.5 Manual and Drawing

6.5.1 Before the goods and equipment taken over by the representative of the project site(s), the supplier shall supply operation/user manual together with equipment if any. These shall be in such detail as will enable the Purchaser to operate all the equipment as stated in the specifications.

6.5.2 The manual shall be in the ruling language (English or Hindi) and in such form and numbers as stated in the purchase order. Manual may be in CD/DVD Format also.

6.5.3 Unless and otherwise agreed the goods and equipment shall not be considered to be completed for the purpose of taking over until such manuals as stated in the purchase order have been supplied to the Purchaser.

7. Packing

- 7.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination as indicated in the purchase order. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage. Packing case size and weights shall take into Consideration where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.
- 7.2 The packing, making and documentation within and outside the packages shall comply strictly with such special requirements as shall be provided for in the Contract.

8. Delivery and Documentation

Upon delivery of the Goods, the supplier shall notify the Purchaser and the insurance company by fax the full details of the shipment including purchase order number, description of goods, quantity, name of the consignee etc. The supplier shall mail the following documents to the Purchaser:-

- (a) 3 copies of the supplier's invoice showing goods description, quantity, unit price, total amount;
- (b) Delivery challans duly signed & stamped by the consignee i.e. by the representatives of project sites.
- (c) Manufacturers/Supplier's warranty certificate;
- (d) Goods inspection report.

9. Insurance

For delivery of goods at site, the insurance shall be obtained by the supplier at their cost of the amount equal to 110% of the value of the goods from warehouse of the supplier to the final destinations of installation defined as project site on "All Risks" basis including war risks and strikes. It will be the sole responsibility of the supplier to file the claim, if any, with the Insurance Company immediately after delivery of goods at project sites.

10. Transportation

- 10.1 The Supplier is required under the Contract to transport the Goods to the specified destinations within U.P/other location, as required, defined as Project sites.

11. Incidental Services

- 11.1 The following services shall be furnished and the cost shall be included in the contract rates:
- a. On-site delivery & satisfactory installation of all the items and/or LAN as per purchase order;
 - b. Furnishing all the manuals as per purchase order to the project sites; and
 - c. Maintenance and repair of the equipment at each location during the comprehensive warranty period including the cost of all spares.

12. Spare Parts

Supplier shall carry sufficient inventories to assure ex-stock availability of spares. Supplier shall ensure the availability of all spare parts for after sale service support for a period of at least five years including the onsite comprehensive warranty period of the items.

13. Warranty

- 13.1 The Supplier warrants that the Goods supplied under this Contract are new, unused, of the most recent or current models and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect arising from design materials or workmanship or from any act or omission of the Supplier that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.
- 13.2 The warranty shall be comprehensive for all the equipments, parts and components (excluding consumable items but including print heads, drum of Laser Printers, batteries of UPS, Projector Lamp and plastic parts). The warranty period are given in column 3 of technical specification. The period of warranty shall be considered from the date of installation and acceptance of goods or 3 months more than warranty period from the date of delivery at project sites, whichever occurs earlier for all the items. The supplier shall in addition comply with the performance guarantees specified under the contract. If for reasons attributable to the supplier, these guarantees are not attained in whole or in part, the Supplier shall, make such changes, modifications and or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests in accordance with CC6.
- 13.3 The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty.
- 13.4 During warranty period, the defective item or component shall be replaced or repaired whatever required, by the supplier or the service centre authorised by the supplier, to the satisfaction of the user departments.
- 12.8 Period for correction of defects in the warranty period is 48 hrs.
- 13.6 The supplier shall guarantee a 98% uptime of **RFP Items**.
- 13.7 If any items give continuous trouble say two times in one month during the warranty period, the supplier shall replace those items with new one without any additional cost to Purchaser.
- 13.8 The Supplier must have at least eight service support centre in different Revenue Divisions of U.P, for whom the items are being procured. Service centre at Lucknow is essential. The supplier shall be bound and undertake to open their service centres/their service providers within all those revenue divisions/or adjacent revenue divisions for whom computers are being procured within two months from the date of signing the contract and issue of purchase order. If at any stage, it is found that the service centres/service providers have not been opened or non functional or have been closed down, then the e-Bid security/performance bank guarantee shall be forfeited by the Purchaser.
- 13.9 **Maintenance service**
- 13.9.1 The maximum response time for rectification of complaint from any of the destinations specified in clause 13.9.3 below (i.e. time required from supplier's maintenance engineer to report at the installation site after a request call/fax is made or letter is written) shall not exceed 24 hours.
- 13.9.2 It is expected that the average downtime of the item will be less than half the maximum downtime (i.e. 48 hours for which an item or equipment is not usable because of inability of the supplier to repair it). In case an item is not usable beyond the stipulated maximum

downtime the supplier will be required to arrange for immediate replacement of the same till it is repaired. Failure to arrange for the immediate repair/replacement will be liable for a **penalty @1% cost of RFP item**. The total amount of penalty recovered from supplier during full warranty period will be limited to the worth value of the performance security guarantee. The amount of penalty will be recovered forfeiting the Performance Security guarantee during warranty period.

13.9.3 Details of the supplier's service centers/service providers are given below;

- (i)
- (ii)
- (iii)

14. Payment

Payment for Goods and Services shall be made in Indian Rupees as follows:

- (i) **On Delivery:** - Ninety percent (90%) of the total price of all the goods given in the purchase order shall be paid by the Purchaser on back-to-back arrangement upon receipt of payment from the user department to the supplier or his authorized dealer given in the e-tender on receipt of all the inspected & tested goods at project sites and upon submission of the documents specified in Clause 8.
- (ii) **On Installation:** - The remaining ten percent (10%) amount of the order value of the goods received shall be paid to the supplier as promptly as possible after successful installation of all the items and submission of all installation reports duly signed & stamped by the representatives of all the project sites, on back-to-back arrangement upon receipt of payment from the user department. The T.D.S. as applicable will be deducted from this payment on the value of installation and warranty service charges quoted by the supplier in their e-Bid. Any other dues/outstanding shall also be recovered from this payment.
- (iii) Client Department releases the payment against successful delivery and installation of ordered items and submission of Payment Bills/Tax Invoices.
- (iv) UPLC will release the payment to the supplier subject to received payment from the client department.

15. Prices

15.1 Prices payable to the Supplier as stated in the Contract shall remain fixed during the performance of the contract. However, in the event of any increase/decrease in Government taxes/duties as applicable at the time of delivery, the prices shall be adjusted at the time of payment on submission of their proof by the supplier to the Purchaser. In case during the period of the supply, the equipments of the same specifications are being supplied in other departments on the lower rate (within a previous period of six months) by the supplier, the supplier will have to supply those equipments with matching price. In case at the time of delivery of the equipments, higher specification equipments on the same price as quoted/approved in the e-Bid by the supplier are being supplied to other department (s), the supplier will have to supply the higher specification equipments on the quoted/approved rates.

16. Change Orders

- 16.1 The Purchaser may at any time, by written order given to the Supplier make changes within the general scope of the Contract in any one or more of the following:
- (a) technical specifications where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
 - (b) the method of shipping or packing;
 - (c) the place of delivery; and/or
 - (d) the Service to be provided by the Supplier.
- 16.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within seven (7) working days from the date of the Supplier's receipt of the Purchaser's change order.

17. Contract Amendments

- 17.1 Subject to condition of contract clause 16 of the Contract, no variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties.

18. Assignment

- 18.1 The Supplier shall not assign, in whole or in parts its obligations to perform under the Contract to any other firm except with the Purchaser's prior written consent.

19. Delivery of the Goods and Delay in the Supplier's Performance

- 19.1 The inspection and test of the computer system and all other items shall be carried out by the Purchaser prior to its dispatch by the Supplier at final destination and for this purpose, the Supplier shall intimate to the Purchaser that the computer system and other items are ready for inspection and test. After receipt of such intimation from the Supplier, the Purchaser will arrange the inspection and test of the computer system and other items at the premise of Supplier. After the computer system and other items pass the test, the items which are inspected and accepted during acceptance testing by the Purchaser shall be packed by the supplier and the representative of Purchaser will put a unique number, their seal and signature on each of the packet. The Supplier shall deliver the sealed unbroken packets to the project sites and install the systems and all other items at the respective sites within the time schedule given in the Schedule of Requirements.
- 19.2 If at any time during performance of the Contract the Supplier should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may, at its discretion, extend the Supplier's time for performance with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of the Purchase order.
- 18.3 Except as provided under conditions of contract clause 22 of the Contract, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to conditions of Contract unless an extension of

time is agreed upon pursuant to conditions of Contract without the application of liquidated damages.

20. Liquidated Damages

20.1 Subject to conditions of Contract if the Supplier fails to deliver or install any or all of the Goods or to perform the Services within the period (s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract price, as liquidated damages, a sum equivalent to 0.5% of the delivered price of the delayed Goods or unperformed Services for each week or part thereof delay until actual delivery or installation or performance, up to a maximum deduction of 10%. Once the maximum penalty is reached, the Purchaser may consider termination of the Contract/purchase order pursuant to conditions of Contract Clause 21 of the Contract.

21. Termination for Default

21.1 The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Supplier, terminate the Contract in whole or part:

- (a) if the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract/Purchase Order, or within any extension thereof granted by the Purchaser pursuant to clause no. 19.2 above or
- (b) if the Supplier fails to perform any other obligation(s) under the Contract or Purchase Order.

21.2 In the event the Purchaser terminates the Contract in whole or in part, pursuant to the conditions of contract clause no. 21.1 above, Purchaser may procure, upon such terms and in such manner as it deems appropriate. Goods or Services similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods or Services. However, the supplier shall continue the performance of the Contract to the extent not terminated.

22. Force Majeure

22.1 Notwithstanding the provisions of conditions of contract clause no. 19, 20 & 21 above, the Supplier shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

22.2 For purpose of this Clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Purchaser either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes. If a Force Majeure situation arises the Supplier shall promptly notify the Purchaser in writing of such conditions and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

23. Termination for Insolvency

23.1 The Purchaser may at any time terminate the Contract by giving written notice to the Supplier, if the Supplier becomes bankrupt or otherwise insolvent. In this event termination will be without compensation to the Supplier, provided that such termination will not

prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.

24. Termination for Convenience

- 24.1 The Purchaser, by written notice sent to the Supplier may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
- 24.2 The Goods that are complete and ready for shipment at the time of Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:
- (a) to have any portion completed and delivered at the Contract terms and prices; and/or
 - (b) to cancel the remainder and pay to the Supplier an agreed amount for partially Completed Goods.

25. Settlement of Disputes

- 25.1 If any dispute or difference of any kind whatsoever shall arise between the Purchaser and the Supplier in connection with or arising out of the Contract the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 25.2 If, the parties have failed to resolve their dispute or difference by such mutual consultation within 30 (thirty) days,, then aggrieved party may give notice to other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.
- 25.3 Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract.
- 25.4
- 25.4.1 In case of dispute or difference arising between the Purchaser and a domestic supplier relating to any matter arising out of or connected with this agreement, such dispute or difference shall be referred to Sole Arbitrator, the Principal Secretary/Secretary, IT & Electronics Department, Govt of U.P. or his nominee, to decide the dispute both in case of foreign supply as well as Indian supply. The provision of Arbitration and Conciliation Act, 1996 shall apply.
- 25.4.2 Arbitration proceedings shall be held at Lucknow, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be in English or Hindi.
- 25.4.3 The decision of the Sole Arbitrator or his nominee shall be final and binding upon both parties. The cost and expenses of arbitration proceedings will be paid as determined by the Arbitrator. However the expenses incurred by each party in connection with the preparation, presentation etc. of its proceedings shall be borne by each party itself.
- 25.5 Notwithstanding any reference to arbitration herein.
- (a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and

(b) the Purchaser shall pay the Supplier any monies due to the Supplier.

26. Limitation of Liability

26.1 Except in cases of criminal negligence or willful misconduct, and in the case of Infringement pursuant to Clause 4 above.

(a) the Supplier shall not be liable to the Purchaser, whether in contract tort, or otherwise, for any indirect or consequential loss of damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay liquidated damages to the Purchaser; and

(b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total value of items ordered under this Contract provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

27. Governing Language

27.1 The Contract shall be written in English or Hindi language Subject to condition of contract clause 28 as below, English language version of the Contract shall govern its interpretation. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.

28. Applicable Law

The Contract shall be interpreted in accordance with the laws of the Union of India.

29. Notices

29.1 Any notice given by one party to the other pursuant to this Contract shall be sent to other party in writing or by e-mail or by fax and confirmed in writing to the other Party’s address. For the purpose of all notices, the following shall be the address of the Purchaser and Supplier

Purchaser: U.P. Electronics Corporation Ltd,
10, Ashok Marg,
Lucknow (U.P.) - 226 001

Supplier: (To be filled in at the time of Contract execution)

.....
.....
.....

29.2 A notice shall be effective when delivered or on the notice’s effective date whichever is later.

30. Taxes and Duties

30.1 Suppliers shall be entirely responsible for all taxes, duties, license fees, octroi, road permits etc. incurred until delivery of the contracted Goods to the Purchaser.

31. Right to use defective equipment

If after delivery, acceptance and installation and within the guarantee and warranty period, the operation or use of the equipment proves to be unsatisfactory, the Purchaser shall have the right to continue to operate or use such equipment until rectification of defects, errors or

omissions by repair or by partial or complete replacement is made without interfering with the Purchaser's operation.

32. Supplier Integrity

The supplier is responsible for and obliged to conduct all contracted activities in accordance with the contracts using state-of-the-art methods and economic principles and exercising all means available to achieve the performance specified in the contract.

33. Supplier's Obligations

The supplier is obliged to work closely with the Purchaser's staff, act within its own authority and abide by directives issued by the Purchaser and implementation activities. The supplier is abide by the job safety measures prevalent in India and will free the Purchaser from all demands or responsibilities arising from accidents or loss of life the cause of which is the supplier's negligence. The supplier will pay all indemnities arising from such incidents and will not hold the Purchaser responsible or obligated. The supplier is responsible for managing the activities of its personnel and will hold itself responsible for any misdemeanors. The supplier will treat as confidential all data and information about the Purchaser, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of the Purchaser.

34. Patent Right

In the event of any claim asserted by a third party of infringement of copy right, patent, trademark or industrial design rights arising from the use of the Goods or any parts thereof in the Purchaser's country, the supplier shall act expeditiously to extinguish such claim. If the supplier fails to comply and the Purchaser is required to pay compensation to a third party resulting from such infringement, the supplier shall be responsible for the compensation including all expenses (court costs and lawyer fees etc). The Purchaser will give notice to the supplier of such claim, if it is made without delay.

35. Site Preparation and Installation

Incharge of the project site is solely responsible for site preparation in compliance with the technical and environmental specifications defined by the supplier. The incharge of project site will designate the installation site before the scheduled installation date to allow the supplier to perform a site inspection to verify the appropriateness of the sites before the installation of the Hardware and Software.

36. Hardware and Software Installation

The Supplier is responsible for all unpacking, assemblies, installations of all hardware and software, cabling between hardware units and connecting to power supplies. The supplier will test all hardware and software operations and accomplish all adjustments necessary for successful and continuous operation of the hardware and software at all installation sites.

37. Hardware and software Maintenance

The supplier will accomplish preventive and breakdown maintenance activities to ensure that all Hardware execute without defect or interruption for at least 98% up time for 24 hours a day, 7 days of the week of operation of the machine worked on a quarterly basis. If any critical component of the entire configuration is out of service for more than three days, the

supplier shall either immediately replace the defective unit at its own cost. The supplier will respond to a site visit and commence repair work on the equipment within 24 hours of being notified of equipment malfunction.

38. Technical Documentation

The Technical Documentation involving detailed instruction for operation is to be delivered with every unit of the equipment supplied if mentioned in the purchase order. The language of the documentation shall be English or Hindi.

39. Transfer of the Rights of the Purchaser

All the items are purchased by the Purchaser on behalf of various offices/ institutions of Government of Uttar Pradesh for whom equipment/materials are being procured. Till successful installation and commissioning of all the items, the purchaser will be responsible for monitoring of the observance of the clauses under this contract. After successful installation & commissioning of all the items, all the rights, duties and obligations of the Purchaser under this contract, shall be exercised by the various offices/ institutions of Government of Uttar Pradesh.

**SECTION III :
TECHNICAL E-BID**

SECTION III : TECHNICAL E-BID

- III(A) e-Bid FORM
- III(B) SCHEDULE OF REQUIREMENTS
- III(C) TECHNICAL SPECIFICATIONS
- III(D) QUALIFICATION REQUIREMENTS
- III(E) BID SECURITY FORM
- III(F) CONTRACT FORM
- III(G) PERFORMANCE STATEMENT
- III(H) SERVICE SUPPORT DETAILS
- III(I) CAPABILITY STATEMENT
- III(J) PERFORMANCE SECURITY FORM

SECTION III (A) : e-Bid FORM

Date :

IFB No.....

To :

The Managing Director,
U.P. Electronics Corporation Ltd.,
10, Ashok Marg,
Lucknow (U.P.) - 226 001

Dear Sir:

Having examined the e-Bid Documents, we, the undersigned, offer to supply and deliver (*Description of Goods and Services*) in conformity with the said e-Bid Documents and hereby undertake that we accept all the Conditions of the Contract (Section II) of the e-Bid Document and will supply the computer Systems, its installation and onsite comprehensive warranty maintenance of servers, storage, Desktops, Laptops, UPS, Peripherals, LAN/Networking items, System Software and other related items/materials as per the Technical Specifications (Section III(C)) of the e-Bid documents for various Govt Departments. We further undertake that we fulfill the Qualification Requirements (Section III(D)) and for this purpose we enclose the details. In addition to this, the particulars of our organization such as legal status, details of experience and past performance, service support details, capability statement and the required e-Bid security/ EMD for **Rs 1,000/- (Rupees One Thousand only)** in the form of Demand Draft/Bank Guarantee, pledged in favour of U.P. Electronics Corporation Ltd., Lucknow, is furnished with this e-Bid form.

We further undertake, if our e-Bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements (Section III (B)).

If our e-Bid is accepted, we will obtain the performance guarantee of a bank in the form prescribed by the Purchaser for a sum equivalent to 10% of the Contract Price for the due performance of the Contract

We agree to abide by this e-Bid for the e-Bid validity period specified in Clause 13.1 of the ITB and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal contract is prepared and executed, this e-Bid, together with your written acceptance thereof and your notification of award shall constitute a binding Contract between us. All the terms and conditions of the e-tender Document are acceptable to us.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1998".

We understand that you are not bound to accept the lowest or any e-Bid you may receive.

Dated this day of 20.....

(Signature)

(in the capacity of)

Duly authorized to sign e-Bid for and on behalf of _____

SECTION III (B) : SCHEDULE OF REQUIREMENTS

Item Code	Brief Description	Destination	Delivery Schedule
	As per the details given in the SECTION III (C) TECHNICAL SPECIFICATIONS	State Election Commission, UP (Software installed in NIC Building, Lucknow)	All the items shall be delivered within 30 days (Six weeks in case of multi-location delivery) from the date of issue of the purchase order and installed within one week thereafter. The pre dispatch inspection of the items shall be done by the Purchaser before delivery at final destination,

SECTION III (C) TECHNICAL SPECIFICATIONS**FOR various offices/institutions of Government of Uttar Pradesh**

(For Servers, Storage, Desktop Computers, Laptops, Peripherals, UPS, LAN items and System Software and other related items)

Sl No	Required Items with Technical Specifications	Warranty Period (In Years)	Quantity	Make & Model	Compliance (Yes/ No)	Deviation (Specify)
A	Schedule A:					
1	Renewal for HP Data Protector Software Subscription for 1 Year	01 year	01			

IMPORTANT NOTICE

(Applicable for all Technical Specifications)

- In case the bid of any bidder is accepted and at later it is found that the specification of any item does not match with the "Technical Specifications" given in this tender document, the purchaser may ask for the product of its choice. If the bidder/supplier does not agree to it, the purchaser shall cancel the bid/contract/order of particular item and the EMD/Security amount deposited in any form to the purchaser by the bidder/supplier may be forfeited.
- The bidder has to specify the make/model of all the quoted items. If bidder does not mentioned the make and model of quoted the bid shall be rejected.
- The bidder may quote higher configuration available at present, but no weightage will be given.
- The bidder may quote various make & model price for any item for which he has authorization from their OEM. However, it shall be the choice of purchaser to choose make and model amongst quoted make/models. The bidder cannot opt their choice.
- The bidder has to submit authorization of principle quoted items from its OEM

Date:

Place:

Signature and seal of the Bidder

SECTION III(D) : QUALIFICATION CRITERIA

SN	Qualifying Criteria	Document's Required
1	The Bidder should shall be registered in India The Bidder has been in commercial operations in the last 05 financial years in India.	Certificate of Incorporation / MSME / VAT & GST Registration Bidder should submit proof commercial operations of IT field in the last 05 financial years in India.
2	Bidder should submit proof for supply of at least 05 nos of Software to any State or Central Government Dept. / PSU Organizations/Banking Sector in last three financial years.	Copies of purchase orders and Satisfactory installation report.
3	As on date of submission of the proposal, the Bidder is neither blacklisted by Central Government / State Government or instrumentalities thereof nor any criminal case against the Bidder / Its Partners / Directors / Agents pending before any court of Law.	Notarized Affidavit (on 10 Rs. Stamp Paper) of neither blacklisted by Central Government / State Government or instrumentalities thereof nor any criminal case against the Bidder / Its Partners / Directors / Agents pending before any court of Law.
4	Authorization from the "OEM"	Authorization Certificate from the "OEM" on company Letter Head for the RFP.(Tender Specific)
5	Bidder should submit the Power of Attorney for Authorization to sign Bidder's e-Bid Documents/ Contract by competent Authority.	Power of Attorney / Relevant documents.(which states authorization to sign the Bid)
6	Bidder should submit the Acceptance of Terms & Conditions of e-Bid Tender Document by the Bidder on " e-BID FORM " (SECTION III-A)	Form, duly signed by the authorized signatory.
7	Bidder should submit the " Schedule of Requirements " of e Tender Document duly signed by Bidder and given. (SECTION III-B)	Form, duly signed by the authorized signatory.
8	Bidder should submit the compliance sheet of " Technical Specification " of all the Items given in Bid. (SECTION III-C)	Technical compliance should be submitted on OEM's/Bidder letterhead. The Bidder should submit the Form, which should be duly signed by the authorized signatory.
9	Bidder should submit the "Technical e-Bid" - Bid Security Form (SECTION III D)	Form duly signed by the authorized signatory.
10	Bidder should submit the "Technical e-Bid" - SECTION III(E) : CONTRACT FORM	Form duly signed by the authorized signatory.
11	Bidder should submit the "Technical e-Bid" – Performance Statement. (SECTION III F)	Form duly signed by the authorized signatory.
12	Bidder should submit the "Technical e-Bid" – Service Support Details (SECTION III G)	Form duly signed by the authorized signatory.
13	Bidder should submit the "Technical e-Bid" – Capability Statement (SECTION III H)	Form duly signed by the authorized signatory.
14	Bidder should submit the "Technical e-Bid" – Performance Security Form (SECTION III-I)	Form duly signed by the authorized signatory.
15	Bidder should submit the PAN No.	Copy of PAN Card of Bidder
16	Bidder should submit the GST No.	Copy of GST Certificated
17	Bidder should have average annual turn-over of Rs 25 Lakh in last three financial years. 2016- 17 2017- 18 2018- 19	Copy of Balance Sheet and Profit & Loss Statement signed by Chartered Accountant with Statutory Auditor Certificate or Certificate from the Company Secretary of the Bidder/ Chartered Accountant clearly specifying the turnover for the specified years.

SN	Qualifying Criteria	Document's Required
18	The Bidder should submit the list of minimum 1 Service Engineers with Contact details like Phone /Mobile no. and email.	Letter from the Companies HR Head/ Company Secretary stating the number of Service Engineers. The Detail can be submitted at the Time of Award of Contract. The Bidder should have service support to resolved complaints in 24 hours.
19	The Bidder / OEM must hold a valid ISO 9001:2008 (or better) Certification	Copies of the certificate to be provided by Bidder/OEM, self-attestation by the authorized signatory with company seal.
20	Bidder should submit the Cost of e-Bid document in original (Non-Refundable) on / before the Bid Submission End Date	<ul style="list-style-type: none"> • Scan Copy of Tender Fee in form of as desired, should uploaded with technical bid and Original Copy after Technical & Financial bid Opened. If not submitted, legal action (Cancellation of Registration and Black Listing) will be taken
21	Bidder should submit the e-Bid security (EMD).	<ul style="list-style-type: none"> • Scan Copy e-Bid security (EMD) in form of as desired, should uploaded with technical bid and Original Copy after Technical & Financial bid Opened. If not submitted, legal action (Cancellation of Registration and Black Listing) will be taken.

SECTION III(E) : BID SECURITY FORM

Whereas _____ (Name of the Bidder) (Hereinafter called “the Bidder”) has submitted its bid dated _____ (Date of Submission of bid) for the supply of _____ (name and description of the goods)

(Hereinafter called “the Bid”)

KNOW ALL People by these presents that WE _____ (Name of the Bank) of _____ (name of the country), having our registered offices at _____ (address of Bank) (hereinafter called “the Bank”), are bound unto _____ (name of the Purchaser) (hereinafter called “the Purchaser”) in the sum of its successors, and assigns by these presents. Sealed with the common seal of the said Bank this _____ Day of _____ 20__

The CONDITIONS of this obligation are :

1. if the Bidder
 - a. withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form; or
 - b. does not accept the correction of errors in accordance with the ITB; or
 - c. modifies its bid price during the period of bid validity specified by the bidder on the bid form; or
2. if the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of bid validity :
 - a. fails or refuses to execute the Contract Form if required; or
 - b. fails or refuses to furnish the performance security in accordance with the ITB;

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

Seal and signature of the bidder _____
with Name of Authorised
Offical signing the tender document

SECTION III(F) : CONTRACT FORM

This Agreement is made on ----- day of ----- in the year 2012 at Lucknow.

BETWEEN

UP Electronics Corporation Ltd., a Govt Company, registered under the Companies Act, 1956, and having its registered office at 10-Ashok Marg, Lucknow, India.” (Hereinafter referred to as “the Purchaser”) which expression shall unless repugnant to the context or meaning thereof include its successors, legal representatives and permitted assigns) of the ONE PART.

AND

------(Name of Supplier Company/firm), a proprietary/ partnership firm / Public/ Private Limited company having its registered office ----- of (City & Country of Supplier) (Hereinafter called “the Supplier” which expression shall unless repugnant to the context or meaning thereof include its successors, legal representatives and permitted assigns) on the OTHER PART.

2 WHEREAS the Purchaser is desirous to purchase certain RFP items and ancillary services & their delivery, installation and onsite maintenance warranty services and has accepted a bid tendered by the Supplier for the supply of these goods and services in the sum of Rs (Contract price in words and figures) (hereinafter called the "Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

- (1.) In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to in the Tender Document of UPLC Tender No
- (2.) The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) the e-Bid Form and approved rates;
 - (b) the Schedule of Requirements;
 - (c) the Technical Specifications;
 - (d) the Conditions of Contract; and
- (3.) In consideration of the payment to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
- (4.) The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the value of ordered items on the Contract rates or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

DELIVERY & INSTALLATION SCHEDULE:

3 All the items shall be delivered within 4 weeks (in 6 weeks in case of destination is outside Lucknow) from the date of issue of the purchase order and installed within one month thereafter or as specified in the respective Purchase Order. The pre dispatch inspection of the items shall be done by the Purchaser before delivery at final destination. The Delivery and Installation Reports of the supplied material shall be required to be furnished to the purchaser for release of payment.

ARBITRATION

4 In case of any dispute/difference between the parties in relation to this Agreement, the matter shall be referred for Arbitration to the person nominated by MD UPLC, who will be the Sole Arbitrator to decide the dispute/difference between the parties. The decision of Arbitrator shall be final and binding on both the parties. The Courts will have exclusive Jurisdiction at Lucknow.

5 In WITNESS whereof the parties hereto caused this Agreement to be executed in accordance with their respective laws and signed on their respective behalf by their duly authorized officials at the place and on the date first herein above-written.

On behalf of Purchaser

On behalf of Supplier

1. -----
(Name of Authorised person, designation)
sealed and delivered by the said)

1. -----
(Name of Authorised person, designation) Signed,
Signed, sealed and delivered by the said)

2. -----

2. -----

in the presence of

1. -----

1. -----

SECTION III(G) : PERFORMANCE STATEMENT FORM

Proforma for Performance Statement (for a period of last three financial years)

Name of Company/Firm.....

Order placed by (Full address of Purchaser)	Order No & Date	Description & Quantity of ordered equipment	Value of Order (₹)	Date of Completion of Delivery		Remarks indicating reasons for late delivery, if any	Has the ordered equipments been satisfactorily installed & function-ing?
				As per Contract	Actual		
1	2	3	4	5	6	7	8

Signature and Seal of the E-Bidder
With name of the authorized person

SECTION III(H) : SERVICE SUPPORT DETAILS

Sl No	Name & Complete address of Service Centre (Only e-Bidders service centre)	Service Centre Details							Types of PCs / Laptops/ Servers serviced in last 3 years
		Name of Head Person & Contact Number	Phone/ Fax No/ E-mail address	Status of office working days & Hours	No of HW Engineers	No of SW Engineers	No of HW Staff	Value of Min. Stock Available at all times	
1	2	3	4	5	6	7	8	9	10

Note: The copies of Purchase deed of office building or Agreement of tenancy with receipt of rent paid and transfer & posting orders of engineers or any proof of placement of service engineer to the satisfaction of the Purchaser, should be enclosed as documentary evidence of service centre.

Signature and Seal of the bidder.....

With name of Authorised person

Signing the document.

SECTION III (I) : CAPABILITY STATEMENT (CS)

1. (a) Name and complete mailing address of the business/sales office of the bidder.

- (b) Name of Authorised Official

- (c) Phone:

- (d) Fax:

- (e) E-mail:

- (f) Principal place of business

- (g) Website of Bidder's Firm

2. Strength of business/sales office of bidder:

- (i) No. of Marketing personnel:

- (ii) No. of Technical personnel:

- (iv) No. of Service Engineers

- (v) No. of Supporting personnel:

3. Classification Manufacturer(OEM)/ or authorized Dealer/Agent/Supplier

4. Complete mailing address of manufacturing plant of Desktop/Laptop/Servers:

5. Type of equipment manufactured and supplied by OEM of Desktop Computer during the last 3 financial years:-

Year	Name of equipment	Capacity/Size	Nos. Manufactured	No. of Computers supplied in India

6. Type of equipment supplied during the last 3 financial years other than those covered under 5 above:

Year	Name of	Capacity/Model	Name of	Total No. of

	equipment		manufacturer and country of origin	Computers/ Laptops/ Servers supplied in India

7. Turnover of the bidder's company in last three financial years:
(Please fill the figures. Do not quote "As per enclosures")

Financial year	Turn Over Rs. in crores	Profit Rs. in crores (after taxation)	
2016-17			
2017-18			
2018-19			

8. Validity date of ISO Certifications of OEMs/Dealers/Agent/Supplier, if any
(a) For Desktop Computer/Laptop/Server/Printers etc:
(b) For UPS:

9. The e-Bidder should clearly confirm that all the facilities exist in his office/factory for inspection and testing of all the computers and other items quoted in the e-Bid and these will be made available to the Purchaser or his representative for inspection. Also provide details of methodology, testing equipment & diagnostic tools available for testing of all the technical specifications of the offered items and their proper functioning.
- -----

10. Details of Manpower available at the factory/ plant:

1. Quality assurance
2. Production
3. Marketing
4. Service
5. Spare Parts
6. Administrative

11. Names of three buyers to whom similar equipments were supplied in the last three financial years and to whom reference may be made by the Purchaser regarding the bidder's performance for timely completion of delivery, installation and after sales service support:

- A. (i) Complete address of the buyer:

.....

- (ii) Name & designation of contact person
.....
- (iii) Mobile/Phone/Fax No./E-mail
address:.....

B. Complete address of the buyer:

-
- (ii) Name & designation of contact person
.....
- (iii) Mobile/Phone/Fax No./E-mail
address:.....

C. Complete address of the buyer:

-
- (ii) Name & designation of contact person
.....
- (iii) Mobile/Phone/Fax No./E-mail
address:.....

12. (a) Whether the e-Bidder has a manufacturing unit in the state of Uttar Pradesh (Yes/No)

(b) If yes, the manufacturing unit falls into which type of industry unit (Small/Medium/Large Scale) as per govt. norms.

(c) If yes, name of items alongwith item code of e-tendered items which have been manufactured by your firm and quoted in this e-tender.

13. Details of Service Centres of the e-Bidder in Uttar Pradesh only:

Sl No	Address of Service Centre	Name and Contact No of Service Engineer	Details of supporting documents submitted for proof of Service Centre
1			
2			
3			
4			
5			

Seal and signature of the bidder _____
with Name of Authorised
Official signing the agreement.

SECTION III (J) : PERFORMANCE SECURITY FORM

Ref:

Date:

Bank Guarantee No:

To : U.P. Electronics Corporation Ltd
10, Ashok Marg,
Lucknow 226001

WHEREAS(Name & address of Supplier) hereinafter called "the Supplier" having been placed the Purchase Order Nodated by U.P. Electronics Corporation Limited, 10-Ashok Marg, Lucknow (hereinafter called "the customer") for the supply of (Description of Goods and Services) and having been made full payment against the same to the Supplier, we(Name & address of branch office as well as Head Office of the Bank) (hereinafter referred to as "the Bank) do hereby affirm that we are Guarantors and responsible on behalf of the Supplier and undertake as under:-

- i. To indemnify and keep indemnified the customer to the sum of Rs/- (Rupees) only for the losses and damages that may be caused to or suffered by the customer in the event of continuous and consistent non-performance of the (Equipment and materials to be mentioned exactly as mentioned in the Purchase Order/Work Order) supplied by the supplier against above referred Purchase Order issued by the customer.
- ii. The guarantee herein contained shall remain in full force and effect till the expiry of warranty period i.e. upto for the material supplied by the supplier.
- iii. The Guarantee shall not in any way be affected by the change in the constitution of the supplier or us nor shall be affected by the change in the constitution, amalgamation, absorption or reconstruction of the customer or otherwise, but shall ensure for and be available to and enforceable by the absorbing, amalgamation or reconstructed company of the Customer.

Notwithstanding anything contained hereinbefore:

- 1. Our liability under this Bank Guarantee shall not exceed Rs/- (Rupees)
- 2. This Bank Guarantee shall be valid upto
- 3. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only, and only if you serve upon us a written claim or demand on or before upon your first written demand declaring the Supplier to be in default under the Contract and without cavil or argument any sums within the limit of ----- only as aforesaid, without your needing to prove or to show grounds or reasons for your reasons for your demand or the sum specified therein.

Signature and Seal of Guarantors Bank

..... Date.....2012
.....

**SECTION IV:
FINANCIAL E-BID**

Section Iv : Financial E-Bid**IV (A) e-Bid FORM****IV (B) PRICE SCHEDULE/BOQ**

SECTION IV (A) : e-Bid FORM

Date :
IFB No.

TO : (Name and address of Purchaser)

Dear Sir :

Having examined the e-Bid Documents, we, the undersigned, offer to supply and deliver (Description of Goods and Services) inconformity with the said e-Bid Documents for the rates as may be ascertained in accordance with the Schedule of rates attached herewith and made part of this e-Bid, and hereby undertake that we accept all terms and the conditions of the contract (section II) of the e-Bid Document and will supply the computer systems and other items as per the Technical Specifications (Section III(C)) of the e-Bid documents. We further undertake that we fulfill the qualification requirement (Section III(D))and for this purpose we enclose the details. In addition to this, the particulars of our organization such as legal status, principal place of business, details of experience and past performance, service support details, capability statement and the required e-Bid security in the form of Demand Draft/Bank Guarantee, pledged in favour of U.P. Electronics Corporation Ltd., Lucknow are furnished with this e-Bid form.

We further undertake, if our e-Bid is accepted, for supply, installation and comprehensive maintenance of equipment, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements (section III (B)).

If our e-Bid is accepted, we will obtain the performance guarantee of a bank in the form prescribed by the Purchaser for a sum equivalent to 10% of the Contract Price.

We agree to abide by this e-Bid for the e-Bid validity period specified in Clause 13.1 of the ITB and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal contract is prepared and executed, this e-Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1998".

We understand that you are not bound to accept the lowest or any e-Bid you may receive.

Dated this day of 20.....

(Signature & Name of Official)

(in the capacity of)

Duly authorized to sign e-Bid for and on behalf of

SECTION IV (B) :PRICE SCHEDULE / BOQ

Note: Evaluation for bids shall be done schedule wise based on total bid price (Excluding GST), received for all items for that schedule

Sl No	Required Items with Technical Specifications	Warranty Period (In Years)	Quantity	Basic Price including Excise, Service Charge, Installation & Warranty Charges (Rs)	/GST(%)	GST Amount (Rs)	Unit Price with VAT (Rs) (5+6)	Total Price without VAT (Rs) (5x4)	Total Price with VAT (Rs) (8x4)
1	2	3	4	5	6	7	8	9	10
A	Schedule A:								
1-	Renewal for HP Data Protector Software Subscription for 1 Year	1 Year	1						

Checklist**BIDDER MUST ENTER PAGE NUMBER OF SUPPORTING DOCUMENT**

SN	Qualifying Criteria	Document's Required	Page No.
1	The Bidder should shall be registered in India The Bidder has been in commercial operations in the last 05 financial years in India.	Certificate of Incorporation / MSME / VAT & GST Registration Bidder should submit proof commercial operations of IT field in the last 05 financial years in India.	
2	Bidder should submit proof for supply of at least 05 nos of Software to any State or C entral Government Dept. / PSU Organizations/Banking Sector in last three financial years.	Copies of purchase orders and Satisfactory installation report.	
3	As on date of submission of the proposal, the Bidder is neither blacklisted by Central Government / State Government or instrumentalities thereof nor any criminal case against the Bidder / Its Partners / Directors / Agents pending before any court of Law.	Notarized Affidavit (on 10 Rs. Stamp Paper) of neither blacklisted by Central Government / State Government or instrumentalities thereof nor any criminal case against the Bidder / Its Partners / Directors / Agents pending before any court of Law.	
4	Authorization from the "OEM"	Authorization Certificate from the "OEM" on company Letter Head for the RFP.(Tender Specific)	
5	Bidder should submit the Power of Attorney for Authorization to sign Bidder's e-Bid Documents/ Contract by competent Authority.	Power of Attorney / Relevant documents.(which states authorization to sign the Bid)	
6	Bidder should submit the Acceptance of Terms & Conditions of e-Bid Tender Document by the Bidder on " e-BID FORM " (SECTION III-A)	Form, duly signed by the authorized signatory.	
7	Bidder should submit the " Schedule of Requirements " of e Tender Document duly signed by Bidder and given. (SECTION III-B)	Form, duly signed by the authorized signatory.	
8	Bidder should submit the compliance sheet of " Technical Specification " of all the Items given in Bid. (SECTION III-C)	Technical compliance should be submitted on OEM's/Bidder letterhead. The Bidder should submit the Form, which should be duly signed by the authorized signatory.	
9	Bidder should submit the "Technical e-Bid" - Bid Security Form (SECTION III D)	Form duly signed by the authorized signatory.	
10	Bidder should submit the "Technical e-Bid" - SECTION III(E) : CONTRACT FORM	Form duly signed by the authorized signatory.	
11	Bidder should submit the "Technical e-Bid" – Performance Statement. (SECTION III F)	Form duly signed by the authorized signatory.	
12	Bidder should submit the "Technical e-Bid" – Service Support Details (SECTION III G)	Form duly signed by the authorized signatory.	
13	Bidder should submit the "Technical e-Bid" – Capability Statement (SECTION III H)	Form duly signed by the authorized signatory.	
14	Bidder should submit the "Technical e-Bid" – Performance Security Form (SECTION III-I)	Form duly signed by the authorized signatory.	
15	Bidder should submit the PAN No.	Copy of PAN Card of Bidder	
16	Bidder should submit the GST No.	Copy of GST Certificated	

SN	Qualifying Criteria	Document's Required	Page No.
17	Bidder should have average annual turn-over of Rs 25 Lakh in last three financial years. 2016- 17 2017- 18 2018- 19	Copy of Balance Sheet and Profit & Loss Statement signed by Chartered Accountant with Statutory Auditor Certificate or Certificate from the Company Secretary of the Bidder/ Chartered Accountant clearly specifying the turnover for the specified years.	
18	The Bidder should submit the list of minimum 1 Service Engineers with Contact details like Phone /Mobile no. and email.	Letter from the Companies HR Head/ Company Secretary stating the number of Service Engineers. The Detail can be submitted at the Time of Award of Contract. The Bidder should have service support to resolved complaints in 24 hours.	
19	The Bidder / OEM must hold a valid ISO 9001:2008 (or better) Certification	Copies of the certificate to be provided by Bidder/OEM, self-attestation by the authorized signatory with company seal.	
20	Bidder should submit the Cost of e-Bid document in original (Non-Refundable) on / before the Bid Submission End Date	<ul style="list-style-type: none"> Scan Copy of Tender Fee in form of as desired, should uploaded with technical bid and Original Copy after Technical & Financial bid Opened. If not submitted, legal action (Cancellation of Registration and Black Listing) will be taken 	
21	Bidder should submit the e-Bid security (EMD).	<ul style="list-style-type: none"> Scan Copy e-Bid security (EMD) in form of as desired, should uploaded with technical bid and Original Copy after Technical & Financial bid Opened. If not submitted, legal action (Cancellation of Registration and Black Listing) will be taken. 	