



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

Request for Proposal (RFP)

For

**SELECTION OF AGENCY FOR SUPPLY CARTRIDGES FOR
DISTRICT COURT LUCKNOW, UTTAR PRADESH**

Tender No: UplcHw-20-21-DCLko-Toner-08

U.P. Electronics Corporation Limited, 10, Ashok Marg, Lucknow - 226001
Tel: 0522-4130303, 2288750, 2286808, 2286809, 2288750 Fax: 0522-2288583
E-mail: uplclko@gmail.com, uplc.hw.tender@gmail.com,
Website: <http://www.uplc.in>

SELECTION OF AGENCY FOR SUPPLY CARTRIDGES FOR DISTRICT COURT LUCKNOW, UTTAR PRADESH

Table of Contents

Table of Contents	2
E-tender Notice	6
Section I - Invitation for Bids	7
1.1. Introduction of the Project	8
1.2. Issuer of the RFP	8
1.3. About the RFP Document	8
1.4. Key Events & Dates	9
1.5. Amendment of RFP Document	9
Section II- Qualification Criteria	10
Section III- Scope of Work	13
3.1. About the project	14
3.2. Bill of Quantity	14
3.3. Technical Specifications	14
3.4. Pre-Dispatch Inspection	14
3.5. Packing	15
3.6. Title, Risk and Insurance & Transportation	16
3.7. Agreement	16
3.8. Delivery Schedule	16
3.09. Final Acceptance Sign off	17
3.10. Warranty Services	17
3.10.1. Warranty	17
3.10.2. Onsite Support Mechanism Setup	17
3.11. Location Chart for supply of Cartridges	17
Section IV - Service Level Agreement	18
4.1 Definitions	19
4.2 Category of SLAs	19
4.2.1 Delivery Schedule Levels	20
4.3 SLA Review Process	20
4.4 Total SLA Penalty	20
4.5 Liquidated Damages	20
4.6 Replacement Of Faulty Cartridges :	21
Section V- Instructions to Bidders	22
5.1 Instructions to the Bidders	23
5.2 Procedure for Submission of Bids	24
5.3 Authentication of Bid	26
5.4 Validation of interlineations in Bid	26
5.5 Cost of Bidding	26
5.6 Clarification on RFP	26
5.7 Language of Bids	26
5.8 Documents Comprising the Bids	27
5.9 Bid Prices	27
5.10 Firm Prices	28
5.11 Bid Currencies	28

SELECTION OF AGENCY FOR SUPPLY CARTRIDGES FOR DISTRICT COURT LUCKNOW, UTTAR PRADESH

5.12	Bidder Qualification	28
5.13	Bid Security (Earnest Money Deposit)	29
5.14	Bid Validity Period	29
5.15	Local Conditions	29
5.16	Modification and Withdrawal of Bids	30
5.17	Opening of Bids	30
5.17.1	Opening of Technical Bid	30
5.17.2	Evaluation of Qualification Bid	30
5.17.3	Bids Not Considered For Evaluation	31
5.17.4	Criteria for Evaluation and Comparison of Technical Bids	31
5.17.5	Opening of Financial Bids	31
5.17.6	Comparison of Financial Bids	32
5.17.7	Negotiation	32
5.17.8	Rectification of Errors	32
5.18	Contacting UPLC	32
5.19	UPLC's right to vary Scope of Work at the time of Award	32
5.20	UPLC's Right to Accept Any Bid and to reject any or All Bids	33
5.21	Notification of Award	34
5.21.1	Notification to Bidder	34
5.21.2	Signing of Agreement	34
5.21.3	Discharge of Bid Security	34
5.21.4	Expenses for the Agreement	34
5.22	Failure to abide by the Agreement	34
5.23	Bank Guarantee for Performance	34
5.24	Confidentiality of the Document	35
5.25	Rejection Criteria	35
5.26	Income Tax Liability	36
5.27	Concessions permissible under statutes	36
Section VI – General Conditions of Agreement		37
6.1	Form of Agreement	38
6.2	Definitions	40
6.3	Interpretation	42
6.4	Representations & Warranties	42
6.5	Scope of Work/Agreement	43
6.6	Duration of the Agreement	43
6.7	Agency's Obligations	43
6.8	Agency's Team	44
6.9	Statutory Requirements	45
6.10	Administration	45
6.11	Right of Monitoring, Inspection and Periodic Audit	45
6.12	UPLC's Obligations	46
6.13	Risk Management	46
6.14	Ownership of Equipment	46
6.15	Indemnity	46
6.16	Confidentiality	47

SELECTION OF AGENCY FOR SUPPLY CARTRIDGES FOR DISTRICT COURT LUCKNOW, UTTAR PRADESH

6.17	Term and Extension of the Agreement	47
6.18	Prices	47
6.19	Suspension of Work	47
6.20	Completion of work as per Agreement	48
6.21	Payment Schedule	48
6.22	Invoicing	49
6.23	Events of Default by the Agency	49
6.24	Consequences in Event of Default	50
6.25	Termination of the Agreement by Agency	50
6.26	Termination	51
6.27	Consequences of Termination	53
6.28	Penalty	53
6.29	Approvals	53
6.30	Dispute Resolution	53
6.31	Limitation of the Bidder's Liability towards UPLC	54
6.32	Conflict of Interest	55
6.33	Governing Language	56
6.34	"No Claim" Certificate	56
6.35	Publicity	56
6.36	Force Majeure	56
6.37	General	58
6.37.1	Relationship between the Parties	58
6.37.2	No Assignment	58
6.37.3	Sub-Contracting	58
6.37.4	Survival	59
6.37.5	Governing Law	59
6.37.6	Jurisdiction of Courts	59
6.37.7	Compliance with Laws	59
6.37.8	Notices	59
6.37.9	Modification	60
6.37.10	Application	60
6.38	Ethics	60
6.39	Exit Management	60
6.40	Miscellaneous provisions	61
Section VII- Format for Response to RFP: Qualification Bid		62
7.1	Format 1 – Proposal Covering Letter	63
7.2	Format 2 - General Information about the Bidder	65
7.3	Format 3 - Qualification Check List	66
7.4	Format 4 - Financial Information	67
7.5	Format 5 - Format for Past Experience	68
7.6	Format 6 - Declaration Regarding Clean Track Record	69
7.7	Format 7 – Undertaking for Support Service Centre	70
7.8	Format 8 – Bidder Undertaking for Support Mechanism	71
Section VIII- Format for Response to RFP: Financial Bid		72
Format 9 – Cost summary		73

SELECTION OF AGENCY FOR SUPPLY CARTRIDGES FOR DISTRICT COURT LUCKNOW, UTTAR PRADESH

Annexure - 1 Proforma of Bank Guarantee towards Bid Security	74
Annexure – 2 Performa of Bank Guarantee towards Performance	75
Annexure – 3 Pre-dispatch Inspection	78
Annexure 4 – Technical Compliance Format	79
Annexure-5 - Delivery Challan	80

SELECTION OF AGENCY FOR SUPPLY CARTRIDGES FOR DISTRICT COURT LUCKNOW, UTTAR PRADESH



U.P. Electronics Corporation Limited
(U.P. Government Undertaking)
10 Ashok Marg, Lucknow-226001

Tel. No. 0522-2286808, 4130303, 2288750, Ext. 302, 303, Fax 0522-2288583

e-tender Notice

Online e-bids are invited only from reputed Organization for **SELECTION OF AGENCY FOR SUPPLY CARTRIDGES FOR DISTRICT COURT LUCKNOW, UTTAR PRADESH**, who have been authorized by OEM to participate in this Tender upto **05.00 P.M. on 30-06-2020** and shall be opened at **06.00 P.M. on 30-06-2020**. The e-tender document processing/ Cost is ₹ 500/- (Rupees Five hundred only) and EMD ₹ 1,000/- (Rupees One Thousand Only) through online eTender Portal payment gateway in favour of U.P. Electronics Corporation Limited, Lucknow. 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 www.uplc.in from **17-06-2020**. 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.

MANAGING DIRECTOR

SECTION I

Invitation for Bids

SELECTION OF AGENCY FOR SUPPLY CARTRIDGES FOR DISTRICT COURT LUCKNOW, UTTAR PRADESH

Section I - Invitation for Bids

1.1. Introduction of the Project

- a. The District Court Lucknow, Uttar Pradesh has decided to select an SELECTION OF AGENCY FOR SUPPLY CARTRIDGES FOR DISTRICT COURT LUCKNOW, UTTAR PRADESH
- b. District Court Lucknow, Uttar Pradesh has directed UP Electronics Corporation (UPLC) to complete this task of procuring the **Cartridge** by SELECTION OF AGENCY FOR SUPPLY CARTRIDGES FOR DISTRICT COURT LUCKNOW, UTTAR PRADESH through e-Tendering process.
- c. The e-Bid document is available on e-tender portal <http://etender.up.nic.in>. Interested Bidders may download the e-Bid document, Corrigendum and clarifications from the e-tender portal.
- d. The e-Bids shall be submitted **online only** on e-tender portal <http://etender.up.nic.in>, up to the date and time mentioned in the Section 1.4.

1.2. Issuer of the RFP

The Managing Director

U.P. Electronics Corporation Limited

10, Ashok Marg, Lucknow - 226001

Tel: 0522-4130303, 2288750, 2286808, 2286809

Fax: 0522-2288583

E-mail: upclko@gmail.com, Website: <http://www.uplc.in>

Any proposal received by UPLC after the deadline for submission of proposals mentioned in the Key Events & Dates as per section 1.4 will be summarily rejected. UPLC shall not be responsible for any delay, Technical fault or non-receipt of the documents. No further correspondence on the subject will be entertained.

1.3. About the RFP Document

- a. This RFP provides information regarding the Procurement, Scope of Work, Technical requirements and other related information to the Bidder(s).
- b. It details the General Terms & Conditions with respect to the Bid process management to be adopted for the proposed Project.
- c. The RFP contains the Agreement template outlining the contractual and legal terms & conditions applicable for the proposed engagement.
- d. As should be clear from the Scope of the proposed Project, UPLC seeks a specific proposal responsive to this RFP in every respect and detail, rather than a mere compilation of materials and Promotional information used in other transactions.

The Bidders are expected to examine all instructions, forms, terms, Project requirements and other information in the RFP documents. Failure to furnish all information required by the RFP documents or submission of a proposal not substantially responsive to the RFP documents in

SELECTION OF AGENCY FOR SUPPLY CARTRIDGES FOR DISTRICT COURT LUCKNOW, UTTAR PRADESH

every respect will be at the Bidder's risk and may result in rejection of the proposal and forfeiture of the Earnest Money Deposit (EMD).

1.4. Key Events & Dates

S. No.	Event	Target Date
1	Cost of Bid Document	INR ₹ 500/- (non-refundable) through online eTender Portal Payment gateway.
2	Publication of the RFP	17-06-2020
3	Last date for submission of Bids	30-06-2020, up to 05.00 PM
8	Date of opening of Technical Bids	30-06-2020, from 06.00 PM
9	Bid Security/Earnest Money Deposit	INR ₹ 1,000/- (refundable) through online eTender Portal Payment gateway.
10	Date of opening of Commercial Bid	To be informed later on to Technically Qualified Bidder.

1.5. Amendment of RFP Document

At any time till 2 days before the deadline for submission of Bids, UPLC may, for any reason, whether at own initiative or in response to a clarification requested by a prospective Bidder, modify the Bid Document by amendment. All the amendments made in the document would be informed through the e-tender portal <http://etender.up.nic.in>. All such amendments shall be binding on all the Bidders. The Bidders are also advised to visit the aforementioned website on regular basis for checking necessary updates. UPLC also reserves the rights to amend the dates mentioned in the **Section 1.4** of this RFP for Bid process.

SECTION II

Qualifying Criteria

SELECTION OF AGENCY FOR SUPPLY CARTRIDGES FOR DISTRICT COURT LUCKNOW, UTTAR PRADESH

Section II- Qualifying Criteria

This Invitation to Bid is open to all entities meeting or exceeding all of the following minimum Qualification criteria. Bidders failing to meet any one of the qualification criteria as mentioned below or not submitting requisite supporting documents/ documentary evidence for supporting qualification criteria are liable to be rejected summarily.

SN	Qualifying Criteria	Document's Required
1.	The Bidder should shall be registered in India The Bidder has been in commercial operations in IT Field for a period of at least 03 financial years in India.	Certificate of Incorporation / Registration Certificate to confirm The Bidder has been in commercial operations for a period of least 03 years in India
2.	Bidder should submit proof for supply of at least 200 of the principal equipment(s) i.e. CARTRIDGES to any Organizations in last three financial years. Financial Year: 2016-2017 Financial Year: 2017-2018 Financial Year: 2018-2019	Purchase order copies duly signed & stamped for evidence.
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 regarding non-blacklisting.
4.	Authorization from the "OEM"	Ink Authorization Certificate from the "OEM". Original Copy should be submitted along with Tender Fee & EMD Fee(in case offline payment)
5.	Bidder should submit the Power of Attorney for Authorization to sign Bidder's e-Bid Documents/ Contract by competent Authority.	Power of Attorney for Authorization to sign Bidder's e-Bid Documents/ Contract by competent Authority.
6.	Bidder should submit the Acceptance of Terms & Conditions of e-Bid Tender Document by the Bidder	Acceptance of Terms & Conditions of e-Bid Tender Document by the Bidder
7.	Bidder should submit the compliance sheet of "Technical Specification" of all the Items given in Bid	The Bidder should submit the Form, which should be duly signed by the authorized signatory.
8.	Bidder should submit the "Technical e-Bid" – Capability Statement	The Bidder should submit the Form, which should be duly signed by the authorized signatory.
9.	Bidder should submit the PAN No.	Copy of PAN Card of Bidder
10.	Bidder should submit the GST No.	Copy of GST Certificated
11.	Bidder should submit proof of average turn-over of Rs 50 Lacs in last three financial years. Turnover of the Bidder in the last 03 Financial Years (2016-2017, 2017-2018, 2018-2019,)	Copy of Balance Sheet and Profit & Loss Statement duly signed by Chartered Accountant. Statutory Auditor Certificate or Certificate from the Company Secretary of the Bidder/ Chartered Accountant clearly specifying the turnover for the specified years.
12.	Bidder should submit the Cost of e-Bid document in original (Non-Refundable) on / before the Bid Submission End Date	Tender Fee through online eTender portal payment gateway.
13.	Bidder should submit the e-Bid security (EMD) in original (Non-Refundable) on / before the Bid Submission End Date	EMD Fee through online eTender portal payment gateway.
14.	The Bidder should mention the OEM(HP) of the CARTRIDGES and its peripherals (Brand) in compliance sheet	Duly signed Compliance sheet

SELECTION OF AGENCY FOR SUPPLY CARTRIDGES FOR DISTRICT COURT LUCKNOW, UTTAR PRADESH

Change in Qualification Criteria

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

SECTION III

Scope of Work

SELECTION OF AGENCY FOR SUPPLY CARTRIDGES FOR DISTRICT COURT LUCKNOW, UTTAR PRADESH

Section III- Scope of Work

The minimum specified Scope of work to be undertaken by the Bidder to supply of **Cartridges**. The selected Bidder shall perform the services as per the scope of work and period of the Agreement. The selected Bidder shall be required to supply the **Cartridges** at DISTRICT COURT LUCKNOW UTTAR PRADESH. **The price will be fixed valid for year from the date purchase order (in case any Client require the same Cartridges other than District Court Lucknow Uttar Pradesh).**

Note: This Scope of Work is not to be treated as a system study nor the information requirements highlighted in this report should be treated as comprehensive. In fact this SoW is a broad retrospection of the department's requirements.

Scope of work under this contract shall be:

3.1. About the project

The aim of the project is to supply the **Cartridges** at DISTRICT COURT LUCKNOW UTTAR PRADESH. The minimum specified Scope of work to be undertaken by the Bidder for supplying of **Cartridges** is mentioned below. The selected Bidder shall supply **Cartridges** as per the specifications, scope of work and period of the Agreement..

3.2. Bill of Quantity

Supply of **Cartridges** as per specifications given in clause 3.3 of RFP. This is mandatory to quote the prices of **Cartridges** by Bidder in BOQ, otherwise the bid of bidder will be rejected & non responsive.

3.3. Technical Specifications

Sr No.	Product	Qty	Make / Model	Compliance Y/N	Variation if Any
1	HP Toner CF230A	50			
2	HP Toner CC388AC	20			
3	HP LaserJet Imaging Drum 32A	05			

3.4. Pre-Dispatch Inspection

Pre-Dispatch Inspection of all the ordered items shall be carried out by a team of technical experts nominated by the UPLC at the factory site/ warehouse/ sale point etc. of the successful Bidder, in his presence, prior to delivery of the items at respective sites, to ascertain that the items to be delivered are as per ordered technical specifications as per the Clause 3.3 of Section-III of the tender document and of the acceptable quality. A set of all the diagnostic tools and techniques to test **CARTRIDGES** shall be provided by the Bidder to the team of technical experts along with the physical inspection and testing schedule prior to inviting UPLC for inspection and testing of the items at the Bidder's factory site/ warehouse/ sale point etc. The items must be as per ordered technical specifications or higher technical specifications only. No incomplete systems will be accepted under any circumstances. The CARTRIDGES should also contain same subsystems (brand/make) as quoted in the tender. Failure to fulfill any of above mentioned conditions will lead to the rejection of the items during the inspection of the items.

SELECTION OF AGENCY FOR SUPPLY CARTRIDGES FOR DISTRICT COURT LUCKNOW, UTTAR PRADESH

The Bidder will make all the arrangements for transportation, lodging, fooding & local transportation etc. of the team of technical experts nominated by the UPLC during Pre-Dispatch Inspection of the **CARTRIDGES** at the Bidder's cost.

If at any stage during Pre-Dispatch Inspection, it is found that **CARTRIDGES** are not ready or not of acceptable quality, UPLC reserve the right to cancel the Purchase Order and forfeit the Earnest Money Deposit.

Acceptance test of **CARTRIDGES** will be carried out by a team of technical experts at Subordinate Courts, after installation of **CARTRIDGES**, to ensure that only the systems/ **CARTRIDGES** approved during Pre-Dispatch Inspection are delivered, installed and are working satisfactorily. The report shall be in the format specified in Annexure – 3.

The notice should specify the following details:

- a. Number of **CARTRIDGES**
- b. Details of Storage location/Go down

The Format of the PDI report is specified in Annexure – 3.

3.5. Packing

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

The furnished **CARTRIDGES** should be properly Wrapped and packed in the Cardboard Boxes of standard quality as followed by the industry. The packing should contain the following:

- a. Do's and Don'ts instructions
- b. Customer Support :
 - i. Toll-free number(s)
- c. **CARTRIDGES** along with bar code serial number and accessories packed and Wrapped and placed in the Cardboard Boxes.
- d. The above **CARTRIDGES** will be packed in cartons as per requirements of Client Dept.

3.6. Title, Risk and Insurance & Transportation

- (a) Title of ownership of the items shall pass onto the UPLC from the date and time of physical delivery of the items at site of delivery. All risks of losses and/ or damages shall be borne by the successful Bidder till the title passes to the UPLC.
- (b) The successful Bidder shall be responsible for installation of all the items at the Site of delivery. All the risks of losses and/or damages shall be borne by the successful Bidder during supply.

SELECTION OF AGENCY FOR SUPPLY CARTRIDGES FOR DISTRICT COURT LUCKNOW, UTTAR PRADESH

- (c) If the items are found to be defective, then the successful Bidder shall replace the same by new ones within 2 weeks. Any expenditure incurred by the successful Bidder in replacement of the defective items shall be borne by the successful Bidder.

3.7. Agreement

If the Bid is submitted by a firm other than the **CARTRIDGES** Original Manufacturer then the Bidder should furnish documents from their principals as proof of the firm being their authorized partner and OEM's consent for signing tripartite agreement with the UPLC.

3.8. Delivery Schedule

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

S No.	Quantity to be delivered	Supply schedule in Calendar days
1	100% of ordered quantity	The delivery of ordered CARTRIDGES is required to be completed within 2-4 weeks from the date of issue of purchase order.

- Schedule shall be effective from the date of signing of the agreement.
- The **CARTRIDGES** shall be delivered as per the addresses in consignee list, provided by UPLC.
- The selected Bidder shall deliver the **CARTRIDGES** to District Court Lucknow UP. Official.
- ~~UPLC may prioritize the Districts with respect to the supply of the **CARTRIDGES** .~~
- The details with respect to the delivery like Location address, contact person name, designation, and contact number shall be provided by UPLC at the time of signing of the Agreement.
- The selected Bidder should get a Delivery Challan signed by the client. The Format of the Challan is specified in Annexure – 3.
- A copy of Challan (out of four) along with supporting documents shall be submitted to UPLC for Final Acceptance Sign off.

3.9. Final Acceptance Sign off

The selected Bidder shall get a final sign off receipt from UPLC post successful delivery of **CARTRIDGES** to the scheduled location. The selected Bidder shall give Client Dept. wise invoice to the UPLC along with below mentioned supporting Documents. The invoice shall be enclosed with the list of serial numbers of the **CARTRIDGES supplied** for a Client Dept. with no damaged / defective **CARTRIDGES** and its accessories, in the list.

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

SELECTION OF AGENCY FOR SUPPLY CARTRIDGES FOR DISTRICT COURT LUCKNOW, UTTAR PRADESH

- i. Invoice
- ii. Delivery Challan acknowledging the Delivery at Client
- iii. Quality Certificate by OEM / Bidder

The date on which such receipt is signed by UPLC, shall be deemed to be the date of acceptance and the warranty of the **CARTRIDGES** starts from that date.

The selected Bidder shall produce a total of four copies for records mentioned above (i.e. invoice, Delivery Challan, quality certificate, Pre-Dispatch Inspection report), out of which one remains with the selected bidder, one with the Client Dept., one shall be handed over to UPLC.

3.11. Warranty Services

3.11.1. Warranty

- a. As per Company Policy.

SECTION IV

Service Level Agreement

SELECTION OF AGENCY FOR SUPPLY CARTRIDGES FOR DISTRICT COURT LUCKNOW, UTTAR PRADESH

Section IV - Service Level Agreement

The purpose of this Service Level Agreement (hereinafter referred to as SLA) is to clearly define the levels of service, which shall be provided by the Selected Bidder to UPLC for the duration of this Agreement. The selected Bidder and End-User / Client / UPLC shall regularly review the performance of the services being provided by the Selected Bidder and the effectiveness of this SLA.

This SLA document provides for minimum level of services required as per contractual obligations based on performance indicators and measurements thereof.

4.1 Definitions

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

- a. **“Incident”** refers to any event specifying the defect in **CARTRIDGES** or its component and accessory Problem.
- b. **“Helpdesk Support”** shall mean the toll free call centre services provided by the selected Bidder.
- c. **“Resolution Time”** shall mean the time taken (after the incident has been reported at the service centre / Toll-free number and faulty **CARTRIDGES** has been collected by OEM representative from the location / site address provided by the user), in resolving (diagnosing, troubleshooting and fixing) the problem / issue raised by the users for repairing / replacing the **CARTRIDGES** .
- d. **CARTRIDGES - Consumable** is the collection of physical elements that constitutes a CARTRIDGE.

4.2 Category of SLAs

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

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

The SLA will be logically segregated in the following categories:

- a. Implementation of Service levels / Delivery Schedule
- b. Warranty obligations
- c. Toll-free Services
- d. Compliance and Reporting Procedures

The following measurements and targets shall be used to track and report performance on a regular basis. The targets shown in the following tables are applicable for the duration of the Agreement. All

SELECTION OF AGENCY FOR SUPPLY CARTRIDGES FOR DISTRICT COURT LUCKNOW, UTTAR PRADESH

the targets for the measurements are calculated on the yearly basis. Please note that the Bidder should provide comprehensive, end-to-end service including supply and commissioning, replacement of the defective **CARTRIDGES** in case of physical damage. No reason shall be entertained (unless those mentioned in Force Majeure) in case of un-availability of any service given in the Scope of Work in this RFP and the appropriate penalty shall be levied. All penalties shall be paid by the Selected Bidder to UPLC / Client Dept.

4.2.1 Delivery Schedule Levels

Table 1: Delivery Schedule

S No.	Quantity to be delivered	Target	Penalty
1	100% of ordered quantity	04 Weeks	a) 0.5% of the total value of delayed items per week of delay in delivery of items subject to maximum of 5.0% of total order value. b) 0.5% of the total value of delayed items per week of delay attributable to bidder in installation of all the items subject to a maximum of 5.0% of total order value

4.3 SLA Review Process

- a. Either UPLC or the selected Bidder may raise an issue with respect to SLAs compliance in writing & clearly communicating the specific points of disagreement with possible solutions.
- b. A meeting or conference call will be conducted to resolve the issue in a timely manner. The documented issues will be distributed to the participants at least 24 hours prior to the discussion if the issue is not an emergency requiring immediate attention.
- c. UPLC and the Bidder shall develop an interim solution, if required, and subsequently the permanent solution for the problem at hand. The Bidder will then communicate the resolution to all interested parties.
- d. In case the issue is still unresolved, the arbitration procedures described in Section 6.31 will be applicable.

4.4 Total SLA Penalty

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

4.5 Liquidated Damages

- a. If delivery/ installation of the items is not made within the stipulated period of time, the damages will be payable for non-adherence to the committed delivery/ installation schedules by the Bidder to the Client Dept. as follows: -
 - i. 0.5% of the total value of delayed items per week of delay in delivery of items subject to maximum of 5.0% of total order value.

SELECTION OF AGENCY FOR SUPPLY CARTRIDGES FOR DISTRICT COURT LUCKNOW, UTTAR PRADESH

- ii. 0.5% of the total value of delayed items per week of delay attributable to bidder in installation of all the items subject to a maximum of 5.0% of total order value.
- b. The UPLC reserves the right to cancel the total/ part purchase order, if the delivery/ installation gets delayed by more than 4 weeks from the stipulated period of 12 weeks of completion of the work. Penalty as mentioned above shall however be applicable even if the order is cancelled in part or full. The UPLC shall have no responsibility what-so-ever for any damages sustained by the bidder due to cancellation of the purchase order. In such case, the earnest money deposited by the bidder shall be forfeited in full and the balance payment, if any, due to the Bidder for the items supplied against the purchase order shall be forfeited.
- c. The UPLC reserves the right to reject any items supplied against the purchase order, if found not working satisfactorily at the time of installation at site(s). The rejected items, if any, shall have to be taken back and replaced by good quality items forthwith at the cost of the SELLER. No payment will be made for the rejected item(s).

4.6 Replacement of Faulty Cartridge.

- (a) . If any amount is payable to the successful Bidder under this contract or the successful Bidder refuses to replace the faulty cartridge, then the same may be recovered by invoking the bank guarantee submitted by the successful Bidder in favour of the UPLC and the proceeds thereof shall be forfeited by the UPLC. In case, there is no bank guarantee or the damages is more than the amount of bank guarantee, the faulty cartridge or the rest of faulty cartridge, as the case may be, shall be recovered from the pending bills or EMD/Security Deposit or by raising claims.

SECTION V

Instruction to Bidders

SELECTION OF AGENCY FOR SUPPLY CARTRIDGES FOR DISTRICT COURT LUCKNOW, UTTAR PRADESH

Section V- Instructions to Bidders

5.1 Instructions to the Bidders

- a. The Bidders should submit their bids **online only** in the Submission module of e-Procurement website <http://etender.up.nic.in>.
- b. The Bids shall be submitted only from the Bid Submission start date till the Bid Submission end date and time given in the e-tender. Therefore, Bidders are advised to submit the Bids well advance in time.
- c. 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.
- d. Once the e-Bid submission date and time is over, the bidders cannot submit their e-Bid. The bidders shall only be held responsible for any delay and whatsoever reason in submission of e-Bid.
- e. The opening of financial bids shall be intimated later to all the technically qualified bidders.
- f. UPLC may, at its discretion extend this deadline for submission of e-Bid by amending the e-Bid document, in which case all rights and obligations of the Corporation and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.
- g. The server time indicated in the Bid Management window on the e-Procurement website <http://etender.up.nic.in> will be the time by when the e-Bid submission activity will be allowed till the permissible date and time scheduled in the e-tender. Once the e-Bid submission date and time is over, the bidder cannot submit the e-Bid. Bidder has to start the Bid Submission well in advance so that the submission process passes off smoothly. The bidder will only be held responsible if his/her e-Bid is not submitted in time due to any of his/her problems/faults, for whatsoever reason, during e-Bid submission process.
- h. 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.

SELECTION OF AGENCY FOR SUPPLY CARTRIDGES FOR DISTRICT COURT LUCKNOW, UTTAR PRADESH

- i. The bidder has to request the Corporation with a letter, attaching the proof of withdrawal and submission of e-Bid security/EMD in the office of Corporation, to return back the e-Bid security/EMD as per the manual procedure.
- j. 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
- k. The bidder can re-submit his/her e-Bid as and when required till the e-Bid submission end date and time. The e-Bid submitted earlier will be replaced by the new one. The payment made by the bidder earlier will be used for revised e-Bid and the new e-Bid submission summary generated after the successful submission of the revised e-Bid will be considered for evaluation purposes. For resubmission, the bidder should first log in using his/her Login Id and Password and subsequently by his/her Digital Signature Certificate on the e-Procurement website <http://etender.up.nic.in>. The bidder should then select "My Bids" option in the Bid Submission menu. The page listing all the bids submitted by the bidder will be displayed. Click "View" to see the details of the e-Bid to be resubmitted. After selecting the "Bid Resubmission" option, click "Encrypt & Upload" to upload the revised e-Bid documents by following the methodology provided above
- l. 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.
- m. No e-Bid can be resubmitted subsequently after the deadline for submission of e-Bids.

5.2 Procedure for Submission of Bids

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

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

SELECTION OF AGENCY FOR SUPPLY CARTRIDGES FOR DISTRICT COURT LUCKNOW, UTTAR PRADESH

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

5.3 Authentication of Bid

SELECTION OF AGENCY FOR SUPPLY CARTRIDGES FOR DISTRICT COURT LUCKNOW, UTTAR PRADESH

The Bid shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Agreement. All pages of the Bid, shall be initialed and stamped by the person or persons signing the Bid.

5.4 Validation of interlineations in Bid

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

5.5 Cost of Bidding

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

5.6 Clarification on RFP

- a) A prospective Bidder requiring any clarification on the RFP Document may submit his queries, in writing, at the e-mail address. The queries must be submitted in the following format only to be considered for clarification:

Table: Clarification Format

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

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

- b) UPLC will respond in writing, to any request for clarification to queries on the RFP, received not later than UPLC Dates prescribed in Section 1.4.

5.7 Language of Bids

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

5.8 Documents Comprising the Bids

The Proposal shall have Two Cover System for this RFP:

- i. Technical Bid.
- ii. Commercial Bid.

SELECTION OF AGENCY FOR SUPPLY CARTRIDGES FOR DISTRICT COURT LUCKNOW, UTTAR PRADESH

The technical Bid submitted by the Bidder shall comprise the following:

- a. Format 1 – Proposal Covering Letter
- b. Format 2 - General Information about the Bidder
- c. Format 3 - Qualification Check List
- d. Format 4 – Bidder Undertaking for Support Mechanism
- e. Format 5 - Financial Information
- f. Format 6 - Format for Past Experience
- g. Format 7 - Declaration Regarding Clean Track Record
- h. Format 8 – Compliance with Cartridge Specification.
- i. Format 9 – Commercial Bid - The **Commercial Bid** submitted by the Bidder shall comprise the following:
 - (a) Annexure – 1 - Format of Performance Bank Guarantee towards Bid Security.
In addition, Bid Document cost and Bid security as mentioned in **Section 1.4** are to be submitted at below address:
U.P. Electronics Corporation Limited, 10, Ashok Marg, Lucknow - 226001
Tel: 0522-4130303, 2288750, 2286808, 2286809 Fax: 0522-2288583
 - (b) Annexure 2 – Format Performance Bank Guarantee towards Performance Security
 - (c) Annexure 3 – Format of Delivery Challan
 - (d) Annexure 4 – Format of I Cartridge Technical Specification

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

5.9 Bid Prices

- a. The Bidder shall indicate the price in the prescribed format, it proposes under the Agreement. In absence of above information as requested, the Bid may be considered incomplete and be summarily rejected. The price components furnished by the Bidder in accordance with format provided in the RFP will be solely for the purpose of facilitating the comparison of Bids by UPLC.
- b. The Bidder shall prepare the Bid based on details provided in the RFP. It must be clearly understood that the Scope of Work is intended to give the Bidder an idea about the order and magnitude of the work and is not in any way exhaustive and guaranteed by UPLC. The Bidder shall carry out all the tasks in accordance with the requirement of the RFP and due diligence and it shall be the responsibility of the Bidder to fully meet all the requirements of the RFP. If during the course of execution of the Project any revisions to the work are to be made to meet the goals of UPLC, all such changes shall be carried out within the current price.

SELECTION OF AGENCY FOR SUPPLY CARTRIDGES FOR DISTRICT COURT LUCKNOW, UTTAR PRADESH

- c. The Bidder shall quote a fixed price as detailed in the RFP on a single responsibility basis. No adjustment of the Agreement price shall be made on account of any variations in costs of labor and materials or any other cost component affecting the total cost in fulfilling the obligations under the Agreement. The payment based on commercial proposal of the Bidder shall be the only payment, payable by U.P Electronics Corporation Limited / Client Dept, to the selected Bidder for completion of the contractual obligations by the selected Bidder under the Agreement, subject to the terms of payment specified in the Agreement. The price would be inclusive of all taxes, duties, charges and levies as applicable.
- d. The prices, once offered, must remain fixed and must not be subject to any escalation for any reason whatsoever within the period of Project. A proposal submitted with an adjustable price quotation or conditional proposal may be rejected as non-responsive.

5.10 Firm Prices

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

5.11 Bid Currencies

Prices shall be quoted in Indian Rupees (INR).

5.12 Bidder Qualification

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

5.13 Bid Security (Earnest Money Deposit)

- a. Bidders shall submit, along with their Bids, Bid security or Earnest Money Deposit (EMD) of INR **1,000 (Rupees One Thousand Only)**, in the form of a Bank Guarantee issued by Scheduled Bank / Demand Draft / Banker's Cheque in favour of "U.P. Electronics Corporation Limited"

SELECTION OF AGENCY FOR SUPPLY CARTRIDGES FOR DISTRICT COURT LUCKNOW, UTTAR PRADESH

payable at Lucknow. EMD in any other form will not be entertained. **Please refer Annexure-1 for the Bank Guarantee format.**

- b. The EMD of all unsuccessful Bidders would be refunded by UPLC without any interest on a request made by it. The Bid security, of the successful Bidder would be returned upon submission of Performance Guarantee.
- c. Bidders are required to submit scanned copy of the Demand Draft / Banker's Cheque / Bank Guarantee, issued towards the tender fee / EMD, at the time of submission of the Bid ONLINE and are required to come along with original Demand Draft / Banker's Cheque / Bank Guarantee of the same, on the date of opening of the Technical Bid and submit it to the Client Dept. before the Technical Bid is opened, failing which their Bid(s) shall be rejected.
- d. Bid without adequate Bid security/EMD shall be rejected without providing any opportunity to the Bidder concerned.
- e. **Forfeiture Of Earnest Money Deposit (EMD):**

The Earnest Money Deposit will be forfeited in the following cases, in addition to the conditions specified in the earlier clauses:

- (a) If the Bidder withdraws the Bid after the last date and time of submission for any reason whatsoever;
- (b) If the Bidder whose Bid has been accepted, fails to execute the Agreement and/or submit the PBG within the time stipulated by the Client Dept.; and

If the Bidder adopts unfair practices to influence the outcome of the Bid process.

5.14 Bid Validity Period

- a. The proposals shall be valid for a period of Twelve (12) calendar months from the date of submission of Bids. A proposal valid for a shorter period may be rejected as non-responsive. On completion of the validity period, unless the Bidder withdraws his proposal in writing, it will be deemed to be valid until such time that the Bidder formally (in writing) withdraws his proposal.
- b. In exceptional circumstances, at its discretion, **UPLC** may solicit the Bidder's consent for an extension of the validity period. The request and the responses thereto shall be made in writing (or by fax or email).

5.15 Local Conditions

- a. It will be incumbent upon each Bidder to fully acquaint himself with the city/local conditions and other relevant factors for supply of **CARTRIDGES** for Client Dept., which would have any effect on the performance of the work and/or the cost. The Bidders are advised to conduct due-diligence before the Bid-submission.
- b. It is the responsibility of the Bidder that such factors have properly been investigated and considered while submitting the Bid proposals and that no claim whatsoever including those for financial adjustment to the Agreement done with the Bidder under the RFP will be entertained by UPLC and that neither any change in the time schedule of the Agreement nor any financial adjustments arising thereof shall be permitted by UPLC on account of failure of the Selected Bidder to appraise themselves of local laws and site conditions.

SELECTION OF AGENCY FOR SUPPLY CARTRIDGES FOR DISTRICT COURT LUCKNOW, UTTAR PRADESH

5.16 Modification and Withdrawal of Bids

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

5.17 Opening of Bids

5.17.1 Opening of Technical Bid

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

5.17.2 Evaluation of Qualification Bid

Qualification Bid:

- a. Tender Evaluation Committee [TEC] duly appointed by UPLC shall evaluate the Technical Bids.
- b. The evaluation shall be done for only those Bidders, whose Bid Document Fees & EMD amount is in order as per the RFP.
- c. Bidders need to fulfill all the Qualification conditions mentioned in Qualification Criteria of the RFP. TEC will examine the Bids to determine whether they are complete, whether the Bid format conforms to the RFP requirements, whether documents have been properly signed, and whether the Bids are generally in order.
- d. Bids of Bidders whose Qualification proposal does not meet the set criteria shall be rejected forthwith.
- e. TEC may seek oral clarifications with the Bidders. The primary function of clarifications in the evaluation process is to clarify ambiguities and uncertainties arising out of the evaluation of the Bid Documents. The Committee may seek inputs from their professional, technical faculties in the evaluation process.
- f. Conditional Bids will be rejected.
- g. The decisions of the Tender Evaluation Committee on whether the tenders are responsive or non-responsive will be final.
- h. A Bidder, at any stage of tender process or thereafter, in the event of being found after verification by the Tender Inviting Authority, to indulge in concealment or misrepresentation of facts, in respect of the claims of the offer, shall be debarred/black listed and agreement / contract / LOI / work order will be cancelled.

SELECTION OF AGENCY FOR SUPPLY CARTRIDGES FOR DISTRICT COURT LUCKNOW, UTTAR PRADESH

5.17.3 Bids Not Considered For Evaluation

Bids that are rejected during the Bid opening process due to incomplete documentation or late receipt shall not be considered for further evaluation. The UPLC, in its discretion, reserves the right to reject all or any of the Bids without assigning any reason.

5.17.4 Criteria for Evaluation and Comparison of Technical Bids

- a. Bidders need to fulfill all the qualification conditions mentioned in Qualification Criteria of the RFP. Tender Evaluation Committee [TEC] will examine the Bids to determine whether they are complete, whether the Bid format conforms to the RFP requirements, whether documents have been properly signed, and whether the Bids are generally in order.
- b. Technical specifications of **CARTRIDGES** and peripherals and the leaflets / technical datasheet / supporting document annexed with technical bid.
- c. For uniform comparative analysis, MNC & Indigenous brands can be compared separately.
- d. The Technical team constituted by UPLC will test the sample **CARTRIDGES** submitted by Bidder along with technical Bid. In case, the sample **CARTRIDGES** shall not meet the specifications mentioned in the RFP then the Bidder's bid will be declared non-responsive and their Technical Bid shall not be considered for technical evaluation.
- e. The Bidder needs to strictly adhere to the formats provided in **section-VII** and provide information against each of the line items. Any non-conformance shall constitute a deviation from RFP conditions.
- f. All relevant documentary proofs should be submitted along with the offer. Failure to submit the Documents along with the offer could result in disqualification of the Bid.

5.17.5 Opening of Financial Bids

- a. Only the Financial Bids of those firms qualified in the detailed scrutiny and evaluation of the Technical bid conducted by the Tender Evaluation Committee / Tender Inviting Authority shall be opened in the second round.
- b. The Financial Bid shall be submitted in the format given in this document as Financial Bid Form (**Format – 9**). The Financial Bids submitted in any other formats will be treated as non-responsive and not considered for tabulation and comparison.
- c. The Price offered should be given strictly on the format given in the Financial Bid only. The Bidder must quote all items.
- d. The tenders shall offer financial for Supply of **CARTRIDGES** , inclusive of all the specific conditions of the RFP.
- e. Financials Offered shall be in Indian Rupees.
- f. If the contract attracts any statutory deductions, the same will be deducted while settling the payment.
- g. There should not be any hidden costs.

SELECTION OF AGENCY FOR SUPPLY CARTRIDGES FOR DISTRICT COURT LUCKNOW, UTTAR PRADESH

5.17.6 Comparison of Financial Bids

- a) The commercial quote of the **Lowest** Bidder shall be notified as L1. In case L1 offers to execute the work as per the schedule and location specified in the RFP, the Tender Evaluation Committee [TEC] then shall have the rights to give the order to the L1. UPLC may award the contract to the Bidder whose Bid is found to be most responsive, competitive and technically sound.
- b) In case L1 backs out, the RFP shall be cancelled & Bids shall be invited again. L1 shall however be blacklisted from participating in any future bidding of UPLC / Government of Uttar Pradesh projects and are liable for legal action by UPLC / Government of Uttar Pradesh.

5.17.7 Negotiation

Normally, there would be no post RFP negotiations. If at all negotiations are warranted, it would be only under exceptional circumstances and UPLC shall reserve the right to negotiate with the Bidder based on the evaluation of the proposals.

5.17.8 Rectification of Errors

- a. Bidders are advised to exercise adequate care in quoting the prices. No excuse for corrections in the quoted price will be entertained after the proposals are opened. All corrections, if any, should be initialed by the person signing the proposal form before submission, failing which the figures for such items may not be considered.
- b. Arithmetic errors in proposals will be corrected as follows:
In case of discrepancy between the amounts mentioned in figures and in words, the amount in words shall govern. The amount stated in the proposal form, adjusted in accordance with the above procedure, shall be considered as binding, unless it causes the overall proposal price to rise, in which case the proposal price shall govern.

5.18 Contacting UPLC

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

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

- a. UPLC may at any time, by a written order given to the Bidder, make changes to the Scope of the work as specified below:
- b. UPLC reserves the right to vary the quantity of **CARTRIDGES**. The UPLC reserves rights to increase / decrease the specified quantities of **CARTRIDGES** given in the tender. In case, the quantity of **CARTRIDGES** increased then the Bidder is bind to supply the CARTRIDGES on Contract value. In

SELECTION OF AGENCY FOR SUPPLY CARTRIDGES FOR DISTRICT COURT LUCKNOW, UTTAR PRADESH

case, the price of **CARTRIDGES** reduced at the time of billing then the reduced prices will pass on to client department. In case, GST tax are reduced or increased subsequently by the Government at the time of placement of the purchase order or delivery, then the same will be adjusted by the successful Bidder.

- c. If any such change cause an increase or decrease in the cost of or the time required for the Bidder's performance of any part of the work under the Agreement, whether changed or not changed by the order, an equitable adjustment shall be made in the Agreement Value or time schedule, or both, and the Agreement shall accordingly be amended. Any claims by the Bidder for adjustment under this Clause must be asserted within thirty (30) days from date of the Bidder's receipt of UPLC's order for change.
- d. The purchaser will award contract to the successful bidder whose bid has been determined to be substantially responsive and has been determined to be the lowest evaluated bid, provided further that the bidder is found to be technically, commercially and financially acceptable and whose goods have been type approved/validated by the purchaser. The purchaser reserves the right to counter offer price(s) against price(s) quoted by any bidder.
- e. The purchaser reserves the right to increase or decrease upto 50% of the quantity specified in the schedule of requirements without any change in the unit price or other terms and conditions within the agreed delivery schedule.
- f. In exceptional situation where requirement is of an emergent nature and it is necessary to ensure Continued supply from the existing vendors, the purchaser reserves the right to place repeat order upto 100% of the quantities within a period of 12 months from the date of successful completion of purchase order at the same rates and terms subject to the condition that there is no downward trend in prices.
- g. Counterfeited Consumables- Counterfeited consumables such as printer cartridges etc are used which are refilled with ink of poor quality leading to poor performance and clogging, smudging in printers etc. It is advisable to buy such consumables from OEM authorized suppliers or distributors to ensure quality and longevity of the printer equipment.

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

- i. UPLC reserves the right to accept or reject any proposal, and to annul the tendering process and reject all proposals at any time prior to award of work, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for UPLC's action.
- ii. Canvassing in any form in connection with the tender is strictly prohibited and will disqualify the Bidder.
- iii. Bid(s) will be rejected, if technical specifications offered by the Bidder in the Technical Specification differ from what is quoted in the Financial Bid / Specification mentioned in Section 3.3 of this RFP.
- iv. If the Bidders form a cartel. In such a situation, they would disqualify themselves from participation in any Bid invited by the UPLC for three years.

SELECTION OF AGENCY FOR SUPPLY CARTRIDGES FOR DISTRICT COURT LUCKNOW, UTTAR PRADESH

5.21 Notification of Award

- a) The UPLC may award the contract to the Bidder whose Bid is found to be most responsive, competitive and technically sound. The decision of the UPLC in this regard shall be final and binding on the Bidder(s). The UPLC, however, in its discretion, reserves the right to reject all or any of the Bids without assigning any reason.
- b) Purchase Order / Award of Contract (AOC) shall be issued only after execution of the Agreement and submission of the PBG.

5.21.1 Notification to Bidder

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

5.21.2 Signing of Agreement

-

5.21.3 Discharge of Bid Security

Prior to signing of the Agreement, UPLC shall promptly request the Selected Bidder to provide Performance Guarantee pursuant to Section 5.23. On receipt of the Performance Guarantee, the Bid security of all successful Bidders will be released. The EMD amount of successful bidders can be converted as part of the Performance Guarantee.

5.21.4 Expenses for the Agreement

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

5.22 Failure to abide by the Agreement

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

5.23 Bank Guarantee for Performance

- ~~a. The successful Bidder shall at his own expense may deposit with UPLC, within 15 (fifteen) days after the receipt of notification of award of the Contract (Letter of Intent) from UPLC, an unconditional and irrevocable Performance Bank Guarantee (PBG) from a Scheduled Bank acceptable to UPLC, in the format prescribed in Annexure - 1, payable on demand, for the due performance and fulfillment of the Agreement by the Bidder.~~

SELECTION OF AGENCY FOR SUPPLY CARTRIDGES FOR DISTRICT COURT LUCKNOW, UTTAR PRADESH

- ~~b. The Performance Guarantee may be submitted as Demand Draft/Banker's Cheque from a Scheduled Bank.~~
- ~~c. This Performance Guarantee shall be for an amount equivalent to **10%** of Agreement value. All incidental charges whatsoever such as premium, commission etc. with respect to the Performance Guarantee shall be borne by the Bidder. The Performance Guarantee shall be valid for six months post completion of delivery. Subject to the terms and conditions in the performance Bank Guarantee, at the end of 6 months of completion of delivery, the Performance Bank Guarantee may be discharged/ returned by UPLC upon being satisfied that there has been due performance of obligations of the Bidder under the Agreement. However, no interest shall be payable on Performance Guarantee.~~

5.24 Confidentiality of the Document

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

5.25 Rejection Criteria

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

SELECTION OF AGENCY FOR SUPPLY CARTRIDGES FOR DISTRICT COURT LUCKNOW, UTTAR PRADESH

- c. UPLC will reject a proposal for award if it determines that the Bidder recommended for award, or any of its personnel, or its agents or, Vendors and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the Contract in question;
- d. The Technical Specification Compliance sheet / Technical Datasheet / Leaflet / Brochure not matched to the specification mentioned in Commercial Bid i.e. BOQ.

5.26 Income Tax Liability

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

5.27 Concessions permissible under statutes

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

**Section VI
Agreement**

General Conditions of

SELECTION OF AGENCY FOR SUPPLY CARTRIDGES FOR DISTRICT COURT LUCKNOW, UTTAR PRADESH

Section VI – General Conditions of Agreement

6.1 Form of Agreement

This AGREEMENT (hereinafter called the "Agreement") is made on the _____, 2018, between Uttar Pradesh Electronics Corporation Limited, Lucknow having its office at 10, Ashok Marg, Lucknow-226001 (hereinafter referred to as the "[UPLC]" which term or expression, unless excluded or repugnant to the subject or context, shall mean and include its successors-in office and assignees) of the First Part and, _____ (herein after called the "Agency") of the Second Part.

WHEREAS

- a. UPLC intends to enable the **Selection of Agency for Supply of CARTRIDGES at the Client Dept involving the complete Scope of Work described in the RFP.**
- b. UPLC undertook the selection adopting an open tender route, for **Selection of Agency for Supply of CARTRIDGES at the Client Dept** and issued a Request for Proposal (RFP).
- c. UPLC intends to accord to the Agency the right to undertake the Project on the terms and conditions set forth in the Agreement;
- d. The Agency in pursuance of its proposal undertakes to supply, Install and provide 5 years standard post sales warranty and any other requirement as per UPLC during the aforesaid period stated hereinabove.
- e. All the conditions stated in the Request for Proposal (RFP) and the Corrigendum Document shall form part of the Agreement.
- f. The parties agree that for providing their Goods and the warranty services as per the terms of this Agreement, the Agency shall be paid as per the payment schedule detailed in the RFP.

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

1. The following documents attached hereto shall be deemed to form an integral part of this
 - (a) Annexures of the Agreement
 - (b) Request for Proposal (RFP)
2. The mutual rights and obligations of "UPLC" and the Agency shall be as set forth in the Agreement, in particular:
 - (a) "UPLC" shall make payments to the Agency in accordance with the provisions of the Agreement subject to payment received from the Client Department.

SELECTION OF AGENCY FOR SUPPLY CARTRIDGES FOR DISTRICT COURT LUCKNOW, UTTAR PRADESH

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

In presence of

Signed by

For and on behalf of UPLC

(“UPLC, Lucknow”)

(Witnesses)

(i)

(ii)

(Authorized Representative)

(Witnesses)

(i)

For and on behalf of Agency

(ii)

(Authorized Representative)

SELECTION OF AGENCY FOR SUPPLY CARTRIDGES FOR DISTRICT COURT LUCKNOW, UTTAR PRADESH

6.2 Definitions

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

- i. "**Applicable Law**" means the laws and any other instruments having the force of law in India for the time being.
- ii. "**Agency**" shall mean the Bidder Company after selection through the RFP with whom the order has been placed for Supply of **CARTRIDGES** as specified in this RFP/ Agreement.
- iii. "**Agreement**" means the contents of RFP and specifications including the annexure, and any further amendments issued by UPLC, of the RFP and contents of this Agreement. Notwithstanding the foregoing, in the event of a conflict between the Agreement and the RFP, the terms of this Agreement shall prevail.
- iv. "**Agreement Price / Value**" means the price payable to the Bidder under the Agreement for the full and proper performance of its contractual obligations.
- v. "**Bidder**" shall mean an Individual Company should be registered under the Companies Act, 1956 / Firm registered under the Indian Partnership Act, 1932 or under the Limited Liability Partnership Act.
- vi. "**Bidder's Representative**" means the person or the persons appointed by the Bidder from time to time to act on its behalf for overall co-ordination, supervision and Project management.
- vii. "**End User / Client**" Commissioners and shall mean Client Dept
- viii. "**Day**" means calendar day.
- ix. "**Deliverables**" means the products agreed to be delivered by the Agency in pursuance of this Agreement as defined in the RFP.
- x. "**Effective Date**" means the date on which this Agreement is signed and executed by the parties hereto. If this Agreement is executed in parts, then the date on which the last of such Agreement is executed shall be construed to be the effective date.
- xi. "**Government**" or "**GoUP**" means the Government of Uttar Pradesh.
- xii. "**In writing**" means communicated in written form with proof of receipt.
- xiii. "**Personnel**" means professionals and support staff provided by the Bidder and assigned to perform services or any part thereof."
- xiv. "**Performance Guarantee**" shall mean the guarantee provided by the Bidder in favor of UPLC for an amount specified in the RFP. The Performance Guarantee may be in the form of Demand Draft/ Banker's Cheque / Bank Guarantee.
- xv. "**Project**" shall mean Supply of **CARTRIDGES** for End-User / Client, along with comprehensive warranty under the scope defined in RFP.

SELECTION OF AGENCY FOR SUPPLY CARTRIDGES FOR DISTRICT COURT LUCKNOW, UTTAR PRADESH

- xvi. **“RFP” or “Request for Proposal”** means the documents containing the Qualification, Commercial and Legal Specifications. It includes Annexure(s) and the clarifications, explanations and amendments issued from time to time.
- xvii. **“Service Level Agreement (SLA)”** means the Level of Services to be provided by the Agency as provided in Section IV of the RFP
- xviii. **“Sign-off”** shall mean a written certification issued by UPLC evidencing the acceptance, approval or completion, as the case may be, of any deliverable that may be required in terms of the Agreement.
- xix. **“Stakeholders”** includes UPLC & UPLC Employees; Client Dept and such other persons/entities that have direct or indirect role in the Project.
- xx. **“Third Party”** means any person or entity other than the Government, UPLC, and Bidder.
- xxi. **“UPLC’s Representative”** shall mean the person appointed by UPLC from time to time to act on its behalf at the site for overall coordination, supervision and Project management at site.
- xxii. **“UPLC”** shall mean U.P. Electronics Corporation Limited and shall include its legal representatives, successors and permitted assignees.
- xxiii. “District Court Lucknow Lucknow” hereinafter referred to as “Client Dept”
- xxiv. “BUYER” means the UPLC on the behalf of Client Dept.;
- xxv. “SELLER” means the successful Bidder;
- xxvi. “Items” means **CARTRIDGES**.
- xxvii. “The Goods/ Services” means all the hardware, software(s), licenses, and services under the bid;
- xxviii. “Bill of Quantity” hereinafter referred to as “BOQ” in the tender document;
- xxix. “Letter of Intent (LOI) / Letter of Acceptance (LOA)” means the written communication to the successful bidder of the intention of the BUYER of the goods/ services as per the Purchase Order read with the bid document;
- xxx. “Purchase Order / Award of Contract (AOC)” means the written order signed by the BUYER for the purchase of goods/services after LOI/ LOA has been accepted by the successful bidder. It shall include all the attachment and appendices thereto and all the documents incorporated by the reference therein;
- xxxii. “Site of delivery/ installation” means Subordinate Courts;
- b. References to any statute or statutory provision include a reference to that statute or statutory provision as from time to time amended, extended, re-enacted or consolidated and to all statutory instruments made pursuant to it.
- c. Words denoting the singular shall include the plural and vice versa and words denoting persons shall include firms and corporations and vice versa.

SELECTION OF AGENCY FOR SUPPLY CARTRIDGES FOR DISTRICT COURT LUCKNOW, UTTAR PRADESH

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

6.3 Interpretation

In this Agreement unless a contrary intention is evident:

- a. The section headings are for convenient reference only and do not form part of this Agreement;
- b. Unless otherwise specified a reference to a section number is a reference to all of its sub-sections;
- c. Unless otherwise specified a reference to a section or sub-section is a reference to a section or sub-section of this Agreement including any amendments or modifications to the same from time to time;
- d. A word in the singular includes the plural and a word in the plural includes the singular;
- e. A word importing a gender includes any other gender;
- f. A reference to a person includes a body corporate;
- g. A reference to legislation includes legislation repealing, replacing or amending that legislation;
- h. Where a word or phrase is given a particular meaning it includes the appropriate grammatical forms of that word or phrase which have corresponding meanings;
- i. In the event of an inconsistency between the terms of this Agreement and the RFP and the Bid, the terms hereof shall prevail.

6.4 Representations & Warranties

- a. The Agency warrants and represents to UPLC that:
 - i. it has full capacity and authority and all necessary approvals to enter into and to perform its obligations under this Agreement;
 - ii. this Agreement is executed by a duly authorized representative of Bidder;
 - iii. it shall discharge its obligations under this Agreement with due skill, care and diligence.
 - iv. The Agency should have experience in managing and providing services similar to those as given in the RFP and that it shall perform the services with all due skill, care and diligence
 - v. The services shall be rendered in conformance with all applicable laws, enactments, orders and regulations;
- b. In the event the Agency is unable to meet the obligations pursuant to the implementation of the Project, Operations and warranty and any related scope of work as stated in this Agreement, UPLC shall have the option to invoke the Performance Guarantee after serving a written notice of 30 (Thirty) days on the Agency.

SELECTION OF AGENCY FOR SUPPLY CARTRIDGES FOR DISTRICT COURT LUCKNOW, UTTAR PRADESH

6.5 Scope of Work/Agreement

- a. Scope of work shall be as defined in this Agreement, Scope of Work and the Service Level Agreement and annexes thereto of this RFP.
- b. UPLC has engaged the Agency for supply of **CARTRIDGES**. The Agency is required to perform the work during the term of this Agreement and includes all such processes and activities which are consistent with the proposals set forth in the Bid, the RFP and this Agreement and are deemed necessary by UPLC in order to meet its requirements (hereinafter 'Scope of Work').
- c. If any services, functions or responsibilities not specifically described in this Agreement are an inherent, necessary or customary part of the Services or are required for proper performance or provision of the Services in accordance with this Agreement, they shall be deemed to be included within the scope of the work to be delivered for the charges, as if such services, functions or responsibilities were specifically described in this Agreement.
- d. UPLC reserves the right to amend any of the terms and conditions with mutual agreement in relation to the Scope of Work and may issue any such directions which are not necessarily stipulated therein if it deems necessary for the fulfillment of the Scope of Work pursuant to the RFP.

6.6 Duration of the Agreement

This Agreement shall come into effect on _____ 2019 (hereinafter called the "Effective Date") subject to fulfillment of the rights and obligations of the Parties under the Agreement. This notice shall confirm that the conditions precedent and effectiveness conditions, if any, have been met.

6.7 Agency's Obligations

- a. The Agency shall:
 - i. Provide goods specified by UPLC and make available the necessary equipment/facilities/ services as may be necessary and other 'Scope of Work' requirements as specified in the RFP and changes thereof.
 - ii. Bring all the tools, equipment along with required strands (whichever necessary) to supply the **CARTRIDGES** for End-User / Client, its related **CARTRIDGES** in the location/site specified by UPLC.
 - iii. Obtain all necessary approvals from the concerned departments before supply the **CARTRIDGES** for End-User / Client, related **CARTRIDGES** on the site specified Client Dept. However, UPLC shall provide full assistance in obtaining the requisite approvals.
 - iv. Be liable for any non-performance, non-compliance, breach or other loss and damage resulting either directly or indirectly by or on account of its team.
 - v. Ensure that the Agency's Team is competent, professional and possesses the requisite experience appropriate to the task they are required to perform under this Agreement. The Agency shall ensure that the warranty services are performed through the efforts of the Agency's Team, in accordance with the terms hereof and to the satisfaction of UPLC. Nothing in this Agreement relieves the Agency from its liabilities or obligations under this Agreement to provide the services in accordance with UPLC directions and requirements and as stated in this Agreement and the Bid to the extent accepted by UPLC.

SELECTION OF AGENCY FOR SUPPLY CARTRIDGES FOR DISTRICT COURT LUCKNOW, UTTAR PRADESH

- vi. Liaise with UPLC's representative for the proper coordination and timely completion of the works and on any other matters pertaining to the works.
- b. Reporting Progress:
- i. Agency shall monitor progress of all the activities specified in the Agreement and submit free of cost **CARTRIDGES** for End-User / Client.
 - ii. Facilities/ services and/or labor to be provided by the Agency under the Agreement and the manner and speed of execution of the work are to be conducted in a manner to the satisfaction of UPLC's representative in accordance with the Agreement.
 - iii. In case during the inspection work the progress falls behind schedule or does not meet the desired requirements, the Agency shall deploy extra manpower, resources, infrastructure to make up the progress or to meet the requirements. All time and cost effect in this respect shall be borne by the Agency.
- c. Knowledge of Infrastructure:
- i. The Agency's undertaking of this Agreement shall be deemed to mean that the Agency possesses the knowledge of all the requirements pertaining to the installation, Transportation, commissioning, as stipulated in the RFP including but not limited to environmental, geographical, demographic and physical conditions and all criteria required to perform the operations.
 - ii. The Agency shall be deemed to have understood the requirements and have satisfied himself contained in the Bidding documents, the quantities, nature of the works and equipment's necessary for the completion of the works, etc. and in-general to have obtained himself all necessary information of all risks, contingencies and circumstances affecting his obligations and responsibilities therewith under the Agreement and his ability to perform it. However, if during the process of Inspection and/or Manpower deployment, Agency detects any obstructions affecting the work, the Agency shall take all measures to overcome them.
 - iii. Agency shall be deemed to have satisfied himself as to the correctness and sufficiency of the Agreement Price for the work. The consideration provided in the Agreement for the Agency undertaking the work shall cover all the Agency's obligation and all matters and things necessary for proper execution of the work in accordance with the Agreement and for complying with any instructions which UPLC's representative may issue in accordance with or in connection therewith and of any proper and reasonable measures which the Agency takes in the absence of specific instructions from UPLC's representative.

6.8 Agency's Team

- a. The Agency shall be responsible for the deployment, transportation, accommodation and other requirements of its resources required for the execution of the work and for all costs/charges in connection thereof.
- b. The Agency shall provide and deploy manpower for carrying out the work.
- c. UPLC's representative may at any time object to and require the Agency to remove forthwith any authorized representative or employee of the Agency or any person(s) deployed by Agency, if in the opinion of UPLC's representative the person in question has misconducted himself or his deployment is otherwise considered undesirable by UPLC's representative the Agency shall

SELECTION OF AGENCY FOR SUPPLY CARTRIDGES FOR DISTRICT COURT LUCKNOW, UTTAR PRADESH

forthwith remove and shall not again deploy the person in question of the work site without the written consent of UPLC's representative.

6.9 Statutory Requirements

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

6.10 Administration

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

6.11 Right of Monitoring, Inspection and Periodic Audit

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

SELECTION OF AGENCY FOR SUPPLY CARTRIDGES FOR DISTRICT COURT LUCKNOW, UTTAR PRADESH

6.12 UPLC's Obligations

a. Assistance and Exemptions

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

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

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

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

6.13 Risk Management

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

6.14 Ownership of Equipment

UPLC shall own the **CARTRIDGES** for End-User / Client, its related **CARTRIDGES** supplied by the Agency in connection with this Agreement.

6.15 Indemnity

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

SELECTION OF AGENCY FOR SUPPLY CARTRIDGES FOR DISTRICT COURT LUCKNOW, UTTAR PRADESH

6.16 Confidentiality

- a. The Agency shall not use any Information including the name or the logo of Government of Uttar Pradesh except for the purposes of executing the work as specified under this Agreement;
- b. The Agency may only disclose Information with the prior written consent of UPLC.
- c. The Agency shall be liable to fully recompense UPLC for any loss of revenue arising from breach of confidentiality. UPLC reserves the right to adopt legal proceedings, civil or criminal, against the Agency in relation to a dispute arising out of breach of obligation by the Agency under this clause.
- d. The Agency shall not use any information which might have come to its knowledge in whatever manner during the discharge of its obligation under the Agreement for any purpose except strictly for discharging his obligation under the Agreement and no more.

6.17 Term and Extension of the Agreement

- a. The term of this Agreement shall be for a period as indicated in the Agreement and Agreement shall come to an end on expiry of such period as per section 6.6.
- b. UPLC shall reserve the sole right to grant any extension to the term mentioned above on mutual agreement including fresh negotiations on terms and conditions.
- c. Upon expiry or earlier termination of the Agreement, UPLC may mutually extend the contact period or choose to select new service provider.

6.18 Prices

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

6.19 Suspension of Work

- a. The Agency shall, if ordered in writing by UPLC's representative, temporarily suspend the works or any part thereof for such a period and such a time as ordered. The Agency shall not be entitled to claim compensation for any loss or damage sustained by him by reason of temporary suspension of the works as aforesaid. An extension of time for completion corresponding with the delay caused by any such suspension of the works as aforesaid shall be granted to the Agency, if request for same is made and that the suspension was not consequent to any default or failure on the part of the Agency. In case the suspension of works is not consequent to any default or failure on the part of the Agency and lasts for a period of more than 4 months, the Agency shall have the option to request UPLC to terminate the Agreement with mutual consent.
- b. In the event that UPLC suspends the progress of work for any reason not attributable to the Agency for a period in excess of 30 days in aggregate, rendering the Agency to extend his performance guarantee then UPLC shall bear only the cost of extension of such bank guarantee for such extended period restricted to the normal bank rates as applicable in the international banking procedures subject to the Agency producing the requisite evidence from the bank concerned.

SELECTION OF AGENCY FOR SUPPLY CARTRIDGES FOR DISTRICT COURT LUCKNOW, UTTAR PRADESH

6.20 Completion of work as per Agreement

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

6.21 Payment Schedule

Payments will be released by UPLC only on satisfactory acceptance of the Inspection Certificate delivered against each milestone as specified in the schedule below –

- (a) The payment for the items supplied by the successful Bidder shall be made by the UPLC subject to receive the payment from Client Dept as follows:-
 - (i) Payment shall be released on receipt of the original bills / Invoices in triplicate complete in all respect and original delivery challans of all the items. No payment shall be released for part delivery of the hardware, software and other related accessories against the purchase order, except if action is taken vide clause 4.5 (b) of Section-IV. TDS will be deducted as per the prevailing rate. Part payment will not be done.
 - (ii) Payment shall be released only after complete delivery and satisfactory working of all **CARTRIDGES** as per specifications mentioned in the RFP.
 - (iii) 100% amount of the total order value will be paid to the bidder within one month of physical delivery against all the ordered items at Subordinate Courts, after their physical inspection (Pre Dispatch Inspection) at factory site/ warehouse/ sale point etc. of successful Bidder with submission of all the original delivery Challans/ Bills etc. in triplicate subjected to confirmation Client Dept Allahabad..
 - (iv) In case successful acceptance report of the items is not obtained within 12 weeks from the date of issuance of the Purchase Order/ AOC, UPLC reserves the right to invoke the EMD.
- (b) Any increase or decrease in rate of GST at the time of delivery of the items to the Subordinate Courts then the same will be adjusted by the successful Bidder.
- (c) The Bank guarantee furnished by the successful Bidder to UPLC shall not be invoked, if the successful Bidder supplies the items satisfactorily within stipulated period to the satisfaction of the UPLC/Client Dept. during supply of **CARTRIDGES** . Provided that if the supply of **CARTRIDGES** is not accepted by the Court, the UPLC has the right to invoke the Bank guarantee.
- (d) The successful Bidder will pay all the applicable taxes.
- (e) Payments under the contract will be made in Indian currency only.
- (g) Additionally, all payments to be made to the Agency shall be inclusive of all statutory levies, duties, taxes and other charges whenever levied/applicable. Any increase in rates of all applicable direct or indirect taxes (central or state or local), rates, duties, charges and levies (central or state or local); will be to the account of Agency.
- (h) The Agency shall also bear all personal/income taxes levied or imposed on its personnel on account of payment received under this Agreement. Agency shall further bear all income/corporate taxes, levied or imposed on account of payments received by it from the UPLC for the work done under this Agreement.

SELECTION OF AGENCY FOR SUPPLY CARTRIDGES FOR DISTRICT COURT LUCKNOW, UTTAR PRADESH

6.22 Invoicing

- a. In respect of its remuneration, the Agency shall be eligible to receive in accordance with the Terms of Payments Schedule. Subject to the specific terms of each Service Level Agreement, the Agency submit its invoices in accordance with the following principles:
 - i. UPLC shall be invoiced by the Agency for the supply of **CARTRIDGES**.
 - ii. The Agency shall raise an invoice as per the terms of payment as stated in the Payment Schedule as per the section 6.22.
 - iii. The invoice shall be submitted along with the necessary approval/sign-off/acceptance certification for the respective deliverables linked with the payment milestone, failing which the UPLC reserves the right to reject the invoices.
 - iv. UPLC shall be entitled to delay or withhold payment of any invoice or part of it delivered by the Agency where UPLC disputes such invoice or part of it provided that such dispute is bonafide. The withheld amount shall be limited to that which is in dispute. The disputed amount shall be settled in accordance with the procedure as set out in the RFP. Any exercise by UPLC / Client Dept., under this Section shall not entitle the Agency to delay or withhold provision of the supply of Goods and Warranty Services.
 - v. Payment for invoices shall be made within 45 working days of the receipt of Invoice by UPLC upon completion of the said activities as mentioned in the Agreement.

6.23 Events of Default by the Agency

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

- a. The Agency has failed to perform any instructions or directives issued by UPLC which it deems proper and necessary to execute the scope of work under the Agreement or
- b. The Agency has failed to adhere to any of the key performance indicators as laid down in the Agreement or if the Agency has fallen short of matching such standards/targets as UPLC may have designated with respect to any task necessary for the execution of the scope of work under this Agreement. The above mentioned failure on the part of the Agency may be in terms of failure to adhere to timelines, specifications, requirements or any other criteria as defined by UPLC.
- c. The Agency has failed to remedy a failure to perform its obligations in accordance with the specifications issued by UPLC despite being served with a default notice which laid down the specific deviance on the part of the Agency to comply with any stipulations or standards as laid down by UPLC or
- d. The Agency/Agency's Team has failed to conform with any of the Service/Facility Specifications/standards as set out in the scope of work of this RFP or has failed to adhere to any amended direction, modification or clarification as issued by UPLC during the term of this Agreement and which UPLC deems proper and necessary for the execution of the scope of work under this Agreement.
- e. The Agency has failed to demonstrate or sustain any representation or warranty made by it in this Agreement with respect to any of the terms of its Bid or the RFP and this Agreement.

SELECTION OF AGENCY FOR SUPPLY CARTRIDGES FOR DISTRICT COURT LUCKNOW, UTTAR PRADESH

- f. There is a proceeding for bankruptcy, insolvency, winding up or there is an appointment of receiver, liquidator, assignee, or similar official against or in relation to the Agency.
- g. The Agency/Agency's Team has failed to comply with or is in breach or contravention of any applicable laws.
- h. Where there has been an occurrence of such defaults inter alia as stated above, UPLC shall issue a notice of default to the Agency, setting out specific defaults/deviances/omissions and providing a notice of Thirty (30) days to enable such defaulting party to remedy the default committed.
- i. Where despite the issuance of a default notice to the Agency by UPLC, the Agency fails to remedy the default to the satisfaction of the UPLC, UPLC may, where it deems fit, issue to the defaulting party another default notice or proceed to adopt such remedies as may be available to UPLC.

6.24 Consequences in Event of Default

- a. Where an Event of Default subsists or remains uncured beyond permissible or reasonable time, UPLC shall be entitled to the following: for cases where permissible time is not indicated in the Agreement, UPLC will decide, at its discretion, the quantum of reasonable time to cure the default.
 - i. Impose any such obligations and conditions and issue any clarifications as may be necessary to inter alia ensure smooth continuation of the services and the Project which the Agency shall be obliged to comply with which may include unilateral re-determination of the consideration payable to the Agency hereunder. The Agency shall in addition take all available steps to minimize loss resulting from such event of default.
- b. UPLC may by a written notice of suspension to the Agency, suspend all payments to the Agency under the Agreement provided that such notice of suspension:
 - i. Shall specify the nature of the failure and
 - ii. Shall request the Agency to remedy such failure within a specified period from the date of receipt of such notice of suspension from UPLC to the Agency.
- c. UPLC reserves the right to terminate the Agreement with 30 days notice.

6.25 Termination of the Agreement by Agency

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

6.26 Termination

a. By UPLC:

UPLC may terminate this Agreement in case of the occurrence of any of the events specified in paragraphs (i) through (vii) of this **Section 6.27 (a)**. In such an occurrence "UPLC" shall give a

SELECTION OF AGENCY FOR SUPPLY CARTRIDGES FOR DISTRICT COURT LUCKNOW, UTTAR PRADESH

not less than thirty (30) days' written notice of termination to the Agency, and sixty (60) days' in case of the event referred to in (viii).

- i. If the Agency fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to **Section 6.20** hereinabove, within thirty (30) days of receipt of such notice of suspension or within such further period as UPLC may have subsequently approved in writing.
 - ii. If the Agency becomes insolvent or goes into liquidation or receivership whether compulsory or voluntary. Conversely if UPLC apprehends a similar event regarding the Agency, it can exercise the right of termination in the manner stated hereinabove.
 - iii. If the Agency fails to comply with any final decision reached as a result of arbitration proceedings.
 - iv. If the Agency, in the judgment of UPLC, has engaged in corrupt or fraudulent practices in competing for or in executing this Agreement.
 - v. If the Agency submits to UPLC a false statement which has a material effect on the rights, obligations or interests of UPLC.
 - vi. If the Agency places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to UPLC.
 - vii. If the Agency fails to provide the quality services as envisaged under this Agreement. The Committee shall be constituted to monitor the progress of the services. This Committee shall make judgment regarding the poor quality of the services, the reasons for which shall be recorded in writing. The Committee may decide to give 15 days time to the Agency to improve the quality of the services and Agency fails to improve the quality of services.
 - viii. If, as the result of Force Majeure, the Agency is unable to perform a material portion of the services for a period of not less than sixty (60) days.
 - ix. If UPLC, in its sole discretion and for any reason whatsoever, decides to terminate this Agreement.
- b. UPLC reserves the right to terminate the Agreement in case Agency gets blacklisted by any other Ministry/Department of Government of India or State Governments during the course of the project or if Agency is convicted in a legal/tax evasion case or on account of any other legal misconduct of the Agency.
 - c. On termination of this Agreement for any reason, the SLAs shall automatically terminate forthwith except those that are specified to operate on termination of Agreement and UPLC will decide the appropriate course of action.
 - d. The termination provisions set out in this Agreement shall also apply to the SLAs.

b. By the Agency:

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

SELECTION OF AGENCY FOR SUPPLY CARTRIDGES FOR DISTRICT COURT LUCKNOW, UTTAR PRADESH

- i. If UPLC fails to pay any money due to the Agency pursuant to this Agreement and not subject to dispute pursuant to this Agreement hereof within forty-five (45) days after receiving written notice from the Agency that such payment is overdue.
- ii. If, as the result of Force Majeure, the Agency is unable to perform a material portion of the services for a period of not less than sixty (60) days.
- iii. If UPLC fails to comply with any final decision reached as a result of arbitration pursuant to this Agreement.
- iv. If UPLC is in material breach of its obligations pursuant to this Agreement and has not remedied the same within forty-five (45) days (or such longer period as the Agency may have subsequently approved in writing) following the receipt by UPLC of the Agency's notice specifying such breach.

c. Cessation of Rights & Obligations:

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

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

d. Cessation of Services:

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

e. Payment upon Termination:

Upon termination of this Agreement pursuant to Section 6.27 hereof, "UPLC" shall make the following payments to the Agency:

- i. If the Agreement is terminated pursuant to Section 6.27 (a) (viii, ix) or 6.27 (e), payment due pursuant to Payment Schedule hereof for services satisfactorily performed prior to the effective date of termination,
- ii. If the Agreement is terminated pursuant to Section 6.27 (a) (i) to (vii), the Agency shall not be entitled to receive any payments upon termination of the Agreement. Under such circumstances, upon termination, UPLC may also impose liquidated damages as per the provisions of this Agreement. The Agency will be required to pay any such liquidated damages UPLC within 30 days of termination date.

f. Disputes about Events of Termination:

If either Party disputes whether an event specified in paragraphs (i) through (vii) of Section 6.27 (a) or in Section 6.27 (e) hereof has occurred, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter to 6.32 hereof, and this

SELECTION OF AGENCY FOR SUPPLY CARTRIDGES FOR DISTRICT COURT LUCKNOW, UTTAR PRADESH

Agreement shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

6.27 Consequences of Termination

- a. In the event that UPLC, or the Agency, terminates this Agreement then depending on the event of default, compensation will be decided in accordance with the Payment Schedule as per section 6.22 including other aspects such as cost of selection of alternate Agency, penalties, payments etc.
- b. Upon termination of this Agreement, the Parties will comply with the Exit Management Schedule as contained in Schedule I to the Agreement.

6.28 Penalty

In the event, the Agency fails to meet the Project responsibilities as stipulated in the SLAs or any damages caused by Agency including its employees, contractors to UPLC/Client Dept properties, personnel, data etc, the Agency shall be liable for penalty as per the RFP. UPLC without prejudice to his other rights and remedies, to deduct from the Price as payable in terms of this Agreement, or receive as payment, at the discretion of UPLC, the penalties that are imposed in terms of this Agreement.

6.29 Approvals

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

6.30 Dispute Resolution

a. Amicable Settlement

Performance of the Agreement is governed by the terms and conditions of the Agreement. In case a dispute arises between the parties regarding any matter under the Agreement, either Party of the Agreement may send a written Notice of Dispute to the other party. The Party receiving the Notice of Dispute will consider the Notice and respond to it in writing within 30 days after receipt. If that party fails to respond within 30 days, or the dispute cannot be amicably settled within 60 days following the response of that party, **Section 6.31 (b)** shall become applicable

b. Arbitration

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

SELECTION OF AGENCY FOR SUPPLY CARTRIDGES FOR DISTRICT COURT LUCKNOW, UTTAR PRADESH

- ii. During the arbitration period, except the Clause or Clauses under dispute and/ or ambiguous and referred to the arbitration, rest clauses of the tender shall remain enforceable among the parties.
- iii. Subject to the above, the Courts at Lucknow only shall have jurisdiction in this matter.

c. Adjudication by Regulator Authority or Commission

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

d. Arbitration Decision

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

e. Arbitration Expenses

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

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

6.31 Limitation of the Bidder's Liability towards UPLC

- a. Except in case of gross negligence or willful misconduct on the part of the Agency in carrying out the work, the Agency, with respect to damage caused by the Agency to UPLC's property, shall not be liable to UPLC:
 - i. for any indirect or consequential loss or damage;
 - ii. for any direct loss or damage that exceeds the total value of the Agreement or the proceeds the Agency may be liable to receive from any insurance maintained by the Agency to cover such a liability, whichever is higher
- b. This limitation of liability shall not affect the Agency's liability, if any, for damage to Third Parties caused by the Agency or any person or firm acting on behalf of the Agency in carrying out the Services.
- c. There shall be no limitation of liability in case of any damages for bodily injury (including death) and damage to real property and tangible personal property.

SELECTION OF AGENCY FOR SUPPLY CARTRIDGES FOR DISTRICT COURT LUCKNOW, UTTAR PRADESH

- d. Neither this Agreement nor the SLAs grant or create any rights, benefits, claims, obligations or causes of action in, to or on behalf of any person or entity (including any third party) other than between the respective Parties to this Agreement or the SLAs, as the case may be.
- e. Any claim or series of claims arising out or in connection with this Agreement or the SLA shall be time barred and invalid if legal proceedings are not commenced by the relevant Party against the other Party within a period of Sixty months from the date when the cause of action first arose or within such longer period as may be permitted by applicable law without the possibility of contractual waiver or limitation.
- f. UPLC shall be entitled to claim the remedy of specific performance under this Agreement or the SLAs.
- g. Except the conditions of warranties expressed in the tender if anything comes out neither written nor expressed or not implied therein, but it is outcome of this tender, the UPLC and the successful Bidder or their authorized representative will sit together and decide the matter amicably and reasonably and the decision so taken shall be signed by both the parties and that be treated as part of this tender and will be called supplementary of this tender and will be binding on both the parties. If no agreement is reached, the matter shall be referred to the Arbitrator.
- h. The UPLC shall not be liable for any repair or replacement necessitated by fault of the successful Bidder or its representative.

6.32 Conflict of Interest

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

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

- a. receive or have received any direct or indirect subsidy from any of them; or
- b. have common controlling shareholders; or
- c. have the same legal representative for purposes of this Bid; or
- d. have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the UPLC regarding this Bidding process; or UPLC policy requires that

SELECTION OF AGENCY FOR SUPPLY CARTRIDGES FOR DISTRICT COURT LUCKNOW, UTTAR PRADESH

a firm participating in a procurement process shall not have a conflict of interest. Any firm found to have a conflict of interest shall be ineligible for award of a Contract.

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

6.33 Governing Language

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

6.34 "No Claim" Certificate

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

6.35 Publicity

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

6.36 Force Majeure

- a. Definition
 - i. For the purposes of this Agreement, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and not brought about by or at the instance of the Party claiming to be affected by such events and which has caused the non-performance or delay in performance, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.

SELECTION OF AGENCY FOR SUPPLY CARTRIDGES FOR DISTRICT COURT LUCKNOW, UTTAR PRADESH

- ii. Force Majeure shall not include (1) any event which is caused by the negligence or intentional action of a Party or such Party's Sub-Contractors or agents or employees, nor (2) any event which a diligent Party could reasonably have been expected both to take into account at the time of the conclusion of this Agreement, and avoid or overcome in the carrying out of its obligations hereunder.
 - iii. Subject to **Section 6.37 (b)**, Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder
- b. No Breach of Agreement: The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Agreement insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Agreement.
- c. Measures to be taken
- i. A Party affected by an event of Force Majeure shall continue to perform its obligations under the Agreement as far as it is reasonably practical, and shall take all the reasonable measures to minimize the consequences of any event of Force Majeure
 - ii. A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than two (2) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible
 - iii. Any period within which a Party shall, pursuant to this Agreement, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure
 - iv. During the period of an event of Force Majeure, the Agency, upon instructions by UPLC, shall continue with the services to the extent possible, in which case the Agency shall continue to be paid under the terms of this Agreement.
 - v. In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to **Section 6.31**.

In the event the Force Majeure substantially prevents, hinders or delays the Agency performance of services necessary for the operation of UPLC's critical business functions for a period in excess of 15 days, UPLC may declare that an emergency exists. UPLC will issue a notice to the Agency to resume normal services at all affected sites and for all operations within a period of seven days. In the event that the Agency is not able to resume services within the next 7 days, UPLC may terminate the Agreement and/or obtain substitute performance from an alternate Agency and costs incurred by UPLC in obtaining such services from alternate Agency shall be recovered by UPLC from Agency. However, the event of force Majeure is to be reviewed under two categories i.e. prior to commencement of operations and post commencement of operations respectively.

i. Prior to commencement of operations: If the event of Force Majeure occurs prior to commencement of operations and continues for a period in excess of ten days, then UPLC

SELECTION OF AGENCY FOR SUPPLY CARTRIDGES FOR DISTRICT COURT LUCKNOW, UTTAR PRADESH

will grant a period of 7 days to the Agency to resume normal activities under this Agreement. In case the default continues, then UPLC may discuss the issue with the Agency and revise the existing timelines for the Project. If the Agency does not complete the Project Implementation in accordance with the revised timelines, UPLC will have the option to invoke the Performance Guarantee and/or terminate this Agreement.

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

- d. All payments pursuant to termination due to Force Majeure event shall be in accordance with the Terms of Payment Schedule.
- e. Notwithstanding the terms of this Section, the failure on the part of the Agency under the Agreement any SLA to implement any disaster contingency planning and back-up and other data safeguards in accordance with the terms of the SLA against natural disaster, fire, sabotage or other similar occurrence shall not be an event of force Majeure.

6.37 General

6.37.1 Relationship between the Parties

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

6.37.2 No Assignment

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

6.37.3 Sub-Contracting

The Bidder shall not assign to others, in whole or in part, their obligation to perform under the Agreement.

6.37.4 Survival

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

SELECTION OF AGENCY FOR SUPPLY CARTRIDGES FOR DISTRICT COURT LUCKNOW, UTTAR PRADESH

6.37.5 Governing Law

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

6.37.6 Jurisdiction of Courts

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

6.37.7 Compliance with Laws

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

6.37.8 Notices

- (i) A notice given hereunder shall be given by either party to the other by hand delivery or courier or facsimile or email or sent by registered post to such other party at their respective address given herein. A notice sent by hand or courier shall be deemed to have been received on the day on which it was delivered and acknowledged receipt; any notice sent by facsimile or email shall be subsequently confirmed by letter posted or delivered as soon as practicable thereafter provided, however, such a notice shall be deemed effective on the date of transmission thereof by facsimile or email and a notice sent by registered post shall be deemed have been served and received on the fifth (5th) day following the date of posting. If the day on which any notice is deemed to have been delivered falls on a Sunday or a public holiday, such notice shall be deemed to have been received on the next day which is not a Sunday or a public holiday.

In the case of the SELLER:-	In case of the BUYER: - Managing Director, U.P. Electronics Corporation Limited, 10 Ashok Marg, Lucknow-UP-226001
------------------------------------	---

- (ii) If either of the parties intends to change its present postal address, it will give a written notice of intimation by registered post to the other party at least one month before, indicating therein the date up to which the letters to be sent to the present address and from which date the letters to be sent to the newly changed address.

6.37.9 Modification

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

6.37.10 Application

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

SELECTION OF AGENCY FOR SUPPLY CARTRIDGES FOR DISTRICT COURT LUCKNOW, UTTAR PRADESH

6.38 Ethics

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

6.39 Exit Management

- a. The exit management period starts, in case of expiry of Agreement, on the date when the Agreement comes to an end or in case of termination of Agreement, on the date when notice of termination is sent to the Agency. The exit management period ends on the date agreed upon by the parties (UPLC & Agency) or Six months after the beginning of the exit management period, whichever is earlier.
- b. UPLC shall be entitled to serve notice in writing on the Agency at any time during the exit management period as detailed hereinabove requiring the Agency to provide UPLC with a complete and up to date list of the Assets.
- c. in the event, if the Assets to be transferred are mortgaged to any financial institutions by the Agency, the Agency shall ensure that all such liens and liabilities have been cleared beyond doubt, prior to such transfer. All documents regarding the discharge of such lien and liabilities shall be furnished to UPLC.
- d. In case of termination, UPLC shall pay to the Agency on the last day of the exit management period such sum representing the Net Block (procurement price less) of the Assets to be transferred as stated in the Terms of Payment Schedule.
- e. Before the expiry of the exit management period, all Project Assets including the hardware, software, documentation and any other infrastructure shall have been renewed and cured of all defects and deficiencies as necessary so that the Project is compliant with the Specifications and Standards set forth in the RFP, Agreement and any other amendments made during the Agreement period;
- f. Before the expiry of the exit management period, the Agency delivers relevant records and reports pertaining to the Project and/or all operation and maintenance records and manuals pertaining thereto and complete as on the Divestment Date;
- g. Before the expiry of the exit management period, the Agency returns all the records stored to UPLC or its nominee;
- h. On request by UPLC or any third party appointed by UPLC, the Agency shall effect such assignments, transfers, licenses and sub-licenses related to any hardware or software Contract between Agency and any third party, in favour of UPLC or any third party appointed by UPLC if it is required by UPLC or any third party appointed by UPLC and is reasonably necessary for the continuation of services by UPLC or any third party appointed by UPLC; and
- i. The Agency complies with all other requirements as may be prescribed under Applicable Laws to complete the divestment and assignment of all the rights, title and interest of the

SELECTION OF AGENCY FOR SUPPLY CARTRIDGES FOR DISTRICT COURT LUCKNOW, UTTAR PRADESH

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

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

6.40 Miscellaneous provisions

- a. Nothing contained in this Agreement shall be construed as establishing or creating between the Parties, a relationship of master and servant or principal and agent.
- b. Any failure or delay on the part of any Party to exercise right or power under this Agreement shall not operate as waiver thereof.
- c. The Agency shall notify UPLC of any material change in their status, in particular, where such change would impact on performance of obligations under this Agreement.
- d. The Agency shall be jointly and severally liable to and responsible for all obligations towards UPLC for performance of works including that of its Associates under the Agreement.
- e. The Agency shall at all times indemnify and keep indemnified UPLC against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its (Agency) employees or agents or by any other 3rd Party resulting from or by any action, omission or operation conducted by or on behalf of the Agency.
- f. The Agency shall at all times indemnify and keep indemnified UPLC against any and all claims by Employees, Workman, Contractors, Agency, agent(s), employed engaged or otherwise working for the Agency, in respect of wages, salaries, remuneration, compensation or the like.

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

SECTION VII

**Format For Response to
RFP Qualifying Bid**

SELECTION OF AGENCY FOR SUPPLY CARTRIDGES FOR DISTRICT COURT LUCKNOW, UTTAR PRADESH

Section VII- Format for Response to RFP: Qualification Bid

7.1 Format 1 – Proposal Covering Letter

[Date]

To,

The Managing Director

U.P. Electronics Corporation Limited

10, Ashok Marg, Lucknow - 226001

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

E-mail: upclko@gmail.com Website: <http://www.uplc.in>

Ref: Request for Proposal (RFP): Qualification Bid for 'Selection of Agency for Supply of CARTRIDGES at District Court Lucknow, Uttar Pradesh'.

Dear Sir,

Having examined the RFP, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to Supply of **CARTRIDGES** for **District Court Lucknow, Uttar Pradesh** as required and outlined in the RFP reference No. as per page no 1.

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

We undertake that, if our proposal is accepted, we shall adhere to the scope of work as mentioned in the above referenced RFP.

If our proposal is accepted, we will obtain a Performance Guarantee in the format given in the RFP issued by a Scheduled Bank in India, acceptable to the UPLC, for a sum equivalent to 10% of the total price as quoted in our commercial proposal for the due performance of the Agreement.

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

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

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

SELECTION OF AGENCY FOR SUPPLY CARTRIDGES FOR DISTRICT COURT LUCKNOW, UTTAR PRADESH

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

Dated this Day of **2019**

(Signature) (In the capacity of)

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

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

Witness Signature:

Witness Name:

Witness Address:

CERTIFICATE AS TO AUTHORISED SIGNATORIES

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

Date

(Seal here)

SELECTION OF AGENCY FOR SUPPLY CARTRIDGES FOR DISTRICT COURT LUCKNOW, UTTAR PRADESH

7.2 Format 2 - General Information about the Bidder

Details of the Bidder/Prime Bidder (Company)				
1.	Name of the Bidder/Prime Bidder			
2.	Address of the Bidder			
3.	Status of the Company (Public Ltd / Pvt. Ltd company registered under the Companies Act, 1956 / Firm registered under the Indian Partnership Act, 1932 or under the Limited Liability Partnership Act)			
4.	Details of Incorporation of the Company		Date:	
			Ref. #	
5.	Details of Commencement of Business		Date:	
			Ref. #	
6.	Valid GST registration no.			
7.	Permanent Account Number (PAN)			
8.	Name & Designation of the contact person to whom all references shall be made regarding this RFP			
9.	Telephone No. (with STD Code)			
10.	E-Mail of the contact person:			
11.	Fax No. (with STD Code)			
12.	Website			
13.	Financial Details (INR)			
15.	Year	2016-2017	2017-2018	2018-2019
16.	Turn Over			
17.	Net Profit			

SELECTION OF AGENCY FOR SUPPLY CARTRIDGES FOR DISTRICT COURT LUCKNOW, UTTAR PRADESH

7.3 Format 3 - Qualification Check List

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 IT Field for a period of at least 03 financial years in India.	Certificate of Incorporation / Registration Certificate to confirm The Bidder has been in commercial operations for a period of least 03 years in India	
2	Bidder should submit proof for supply of at least 200 of the principal equipment(s) i.e. CARTRIDGES to any Organizations in last three financial years. Financial Year: 2016-2017 Financial Year: 2017-2018 Financial Year: 2018-2019	Purchase order copies duly signed & stamped for evidence.	
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 regarding non-blacklisting.	
4	Authorization from the "OEM"	Ink Authorization Certificate from the "OEM". Original Copy should be submitted along with Tender Fee & EMD Fee(in case offline payment)	
5	Bidder should submit the Power of Attorney for Authorization to sign Bidder's e-Bid Documents/ Contract by competent Authority.	Power of Attorney for Authorization to sign Bidder's e-Bid Documents/ Contract by competent Authority.	
6	Bidder should submit the Acceptance of Terms & Conditions of e-Bid Tender Document by the Bidder	Acceptance of Terms & Conditions of e-Bid Tender Document by the Bidder	
7	Bidder should submit the compliance sheet of "Technical Specification" of all the Items given in Bid	The Bidder should submit the Form, which should be duly signed by the authorized signatory.	
8	Bidder should submit the "Technical e-Bid" Capability Statement	The Bidder should submit the Form, which should be duly signed by the authorized signatory.	
9	Bidder should submit the PAN No.	Copy of PAN Card of Bidder	
10	Bidder should submit the GST No.	Copy of GST Certificated	
11	Bidder should submit proof of average turn-over of Rs 50 Lacs in last three financial years. Turnover of the Bidder in the last 03 Financial Years (2016-2017, 2017-2018, 2018-2019,)	Copy of Balance Sheet and Profit & Loss Statement duly signed by Chartered Accountant. Statutory Auditor Certificate or Certificate from the Company Secretary of the Bidder/ Chartered Accountant clearly specifying the turnover for the specified years.	
12	Bidder should submit the Cost of e-Bid document in original (Non-Refundable) on / before the Bid Submission End Date	Tender Fee through online eTender portal payment gateway.	
13	Bidder should submit the e-Bid security (EMD) in original (Non-Refundable) on / before the Bid Submission End Date	EMD Fee through online eTender portal payment gateway.	
14	The Bidder should mention the OEM(HP) of the CARTRIDGES and its peripherals (Brand) in compliance sheet	Duly signed Compliance sheet	

SELECTION OF AGENCY FOR SUPPLY CARTRIDGES FOR DISTRICT COURT LUCKNOW, UTTAR PRADESH

7.4 Format 4 - Financial Information

Annual Turnover/ Net Profit of the Bidder/ Prime Bidder

Turnover of the Bidder			
Financial Year 2018-2019	Financial Year 2017-2018	Financial Year 2016-2017	Indicate the page number where the details are provided

Net Profit of the Bidder			
Financial Year 2018-2019	Financial Year 2017-2018	Financial Year 2016-2017	Indicate the page number where the details are provided

SELECTION OF AGENCY FOR SUPPLY CARTRIDGES FOR DISTRICT COURT LUCKNOW, UTTAR PRADESH

7.5 Format 5 - Format for Past Experience

Please provide only one citation for each category as per the Qualification criteria in the format provided below as per point 7 & 8 of Section II. **The relevant documentary proofs for a citation need to be attached just below the details of the citations in this format.** Documentary proofs provided elsewhere (not below the details of the citation format) may not be considered by the UPLC for evaluation.

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

SELECTION OF AGENCY FOR SUPPLY CARTRIDGES FOR DISTRICT COURT LUCKNOW, UTTAR PRADESH

7.6 Format 6 - Declaration Regarding Clean Track Record

[Date]

To,

The Managing Director

U.P. Electronics Corporation Limited

10, Ashok Marg, Lucknow - 226001

Tel: 0522-4130303, 2288750, 2286808, 2286809

Fax: 0522-2288583

Sir,

I have carefully gone through the Terms & Conditions contained in the RFP Document [No. _____] regarding **Selection of Agency for Supply of CARTRIDGES at the Client Dept.** I hereby declare that my Company as on date of submission of the proposal is neither blacklisted by Central Government / State Government or neither instrumentalities thereof nor any criminal case against the Bidder / Its Partners / Directors / Agents is pending before any court of Law. I further certify that I am competent officer in my Company to make this declaration.

Yours faithfully,

(Signature of the Bidder)

Printed Name

Designation

Seal

Date:

Business Address:

.

7.7 Format 7 – Undertaking for Support Centre

DELETED

7.8 Format 8 – Bidder Undertaking for Support Mechanism

DELETED

SECTION VII

**Format For Response to
RFP: Financial Bid**

SELECTION OF AGENCY FOR SUPPLY CARTRIDGES FOR DISTRICT COURT LUCKNOW, UTTAR PRADESH

Section VIII- Format for Response to RFP: Financial Bid

Format 9 – Cost summary

Commercial Terms & Conditions:

- a. Bidder should provide all prices as per the prescribed format. Bidder should not leave any field blank. In case the field is not applicable, Bidder must indicate "0" (Zero) in all such fields.
- b. All the prices (even for taxes) are to be entered in Indian Rupees only (% values are not allowed)
- c. It is mandatory to provide breakup of all Taxes, Duties and Levies wherever applicable and / or payable.
- d. UPLC reserves the right to ask the Bidder to submit proof of payment against any of the taxes, duties, levies indicated.
- e. UPLC shall take into account all taxes, duties & levies for the purpose of evaluation
- f. The Bidder needs to account for all Out of Pocket expenses due to Travel, boarding, lodging and other related items.
- g. The costs mentioned shall be inclusive of GST & any other relevant Government Taxes.
- h. This warranty shall not cover failures due to abuse, misuse, accident, incorrect installation, unauthorized alteration or repairs. It shall also exclude damage or failure due to external factors such as power fluctuations, overload, excessive heat or humidity.
- i. Delivery Period: As per RFP.

SELECTION OF AGENCY FOR SUPPLY CARTRIDGES FOR DISTRICT COURT LUCKNOW, UTTAR PRADESH

Sr No.	Product	Qty
1	HP Toner CF230A	50
2	HP Toner CC388AC	20
3	HP LaserJet Imaging Drum 32A	05

Note:

This is mandatory to quote the prices of **CARTRIDGES** (Scheduled-A-of BOQ) by Bidder in BOQ, otherwise the bid of bidder will be rejected & treated as non-responsive. All unit rates indicated above are inclusive of transport, packing insurance charges and all other expenses up to the point of delivery, commissioning and sixty months comprehensive onsite warranty as detailed in the RFP.

**SELECTION OF AGENCY FOR SUPPLY CARTRIDGES FOR
DISTRICT COURT LUCKNOW, UTTAR PRADESH**

Annexure - 1 Performa of Bank Guarantee towards Bid Security

BID BOND

Reference No. _____ Date _____

Bank Guarantee No. _____

To,

The Managing Director

U.P. Electronics Corporation Limited

10, Ashok Marg, Lucknow - 226001

Tel: 0522-2286808, 2286809

Fax: 0522-2288583

Whereas (here in after called "the Bidder") has submitted its Bid dated in response to the Tender No **UplcHw-20-21-DCLko-Toner-08** for **Selection of Agency For Supply of CARTRIDGES at District Court Lucknow Uttar Pradesh** (here in after called "the Bid")

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

The conditions of these obligations are:

1. If the Bidder withdraws its Bid during the period of Bid validity or
 2. If the Bidder, having been notified of the acceptance of its Bid by UPLC during the period of Bid validity:
 1. fails or refuses to execute the Agreement form if required; or
 2. fails or refuses to furnish the performance security, in accordance with the Bid requirement;
We undertake to pay UPLC up to the above amount upon receipt of its first written demand, without UPLC having to substantiate its demand, provided that in its demand UPLC will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

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

Date _____

Place _____

Witness _____

Signature _____

Printed Name _____

(Bank's common seal)

SELECTION OF AGENCY FOR SUPPLY CARTRIDGES FOR DISTRICT COURT LUCKNOW, UTTAR PRADESH

Annexure – 2 Performa of Bank Guarantee towards Performance Security

PERFORMANCE GUARANTEE

Ref No.....

Bank Guarantee No

Dated :

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

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

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

SELECTION OF AGENCY FOR SUPPLY CARTRIDGES FOR DISTRICT COURT LUCKNOW, UTTAR PRADESH

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

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

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

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

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

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

SELECTION OF AGENCY FOR SUPPLY CARTRIDGES FOR DISTRICT COURT LUCKNOW, UTTAR PRADESH

Instructions for furnishing Bank Guarantee

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

**SELECTION OF AGENCY FOR SUPPLY CARTRIDGES FOR
DISTRICT COURT LUCKNOW, UTTAR PRADESH**

Annexure – 3 Pre-dispatch Inspection

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

SELECTION OF AGENCY FOR SUPPLY CARTRIDGES FOR
DISTRICT COURT LUCKNOW, UTTAR PRADESH

Annexure-4 – Technical Compliance Format

Sr No.	Product	Qty	Make / Model	Compliance Y/N	Variation if Any
1	HP Toner CF230A	50			
2	HP Toner CC388AC	20			
3	HP LaserJet Imaging Drum 32A	05			

**SELECTION OF AGENCY FOR SUPPLY CARTRIDGES FOR
DISTRICT COURT LUCKNOW, UTTAR PRADESH**

Annexure-5 - Delivery Challan

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

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

Name _____ Name _____
Signature of Vendor Representative Signature of _____

CC:

1. UPLC
2. Client Dept.

Note:

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