



U.P. Electronics Corporation Limited

(U.P. Government Undertaking)

10 Ashok Marg, Lucknow-226001

Telephones : (0522) 2286808
(0522) 2286809
(0522) 4130303

Website : www.uplc.in

Fax : (0522) 2288583

e-mail: md@uplc.in

: uplclko@gmail.com

**REQUEST FOR PROPOSAL (RFP)
FOR
COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT IN RESPECT OF EXISTING VIDEO
CONFERENCING EQUIPMENT AT COMMISSIONER OFFICE IN UP**

e-Bid Reference No. : UPLC-AMC-VIDEO CONFERENCING/21-05-2015
E-Bid Portal : <http://etender.up.nic.in>

Critical Dates

SN	Particulars	Date	Time
1	Publishing Date	21 May 2015	06:00 PM
2	e-Bid Submission Start Date	21 May 2015	06:00 PM
3	e-Bid Submission End Date	19 June 2015	06:00 PM
4	e-Bid Opening Date and Time	20 June 2015	06:00 PM or afterwards

Place of Opening e-Bids : UP Electronics Corporation Ltd
10, Ashok Marg,
Lucknow-226001

e-Bid Processing Fee : ₹ 5,000.00 (Rupees Five Thousand only)
(Non-refundable)

Earnest Money Deposit (EMD) : ₹ 1,00,000.00 (Rupees One Lakh only)
(Refundable)

Performance Security Deposit : ₹ 1,00,000.00 (Rupees One Lakh only)
(After selection of the Maintenance Service Providing Agency, the EMD of the selected bidder(s) for the Particular Client Department(s) will remain with UPLC till Performance Security Deposit of ₹1,00,000.00 is submitted with UPLC in the form of a Bank Guarantee towards Performance Security Deposit)

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e-Bid NOTICE
FOR
**COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT IN RESPECT OF EXISTING VIDEO
CONFERENCING EQUIPMENT AT COMMISSIONER OFFICE IN UP**

U.P. Electronics Corporation Ltd. invites e-Bids from the experienced and bonafide Company/Firm/Agency for Comprehensive Maintenance Services of **Existing Video Conferencing Equipment** etc installed at Commissioner's Offices in Uttar Pradesh for a period of one year. The number of **Video Conferencing Equipment** items covered under Comprehensive Annual Maintenance Contract (AMC) as per the Schedule of Requirements by the concerned Client department as mentioned at Schedule of Requirements in the **Annexure IX** of the RFP.

Online proposals shall be submitted upto **06:00 P.M. on 19 June 2015** and e-Bids shall be opened at **06:00 PM** on the same day or afterwards. **The Processing Fee (non-refundable) is ₹ 5,000/- (Rupees Five Thousand only). The Earnest Money Deposit (refundable) for this Contract is ₹1,00,000 (Rupees One Lakh only).** After selection of the Maintenance Services Providing Agency, for the particular Client Department(s) the EMD of the selected bidder(s) will remain with UPLC till submission of the Performance Security Deposit of ₹ 1,00,000 in the form of a Bank Guarantee towards Performance Security Deposit.

The details of submission of e-Bids are available in the e-Bid document uploaded on the e-tender portal <http://etender.up.nic.in> and website of UPLC www.uplc.in. The Corporation reserves the right to cancel any or all the e-Bids or annul the Bidding process without assigning any reason thereof.

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

e-Bid Ref No: UPLC-AMC-VIDEO CONFERENCING/21-05-2015

INTRODUCTION

The Information Technology (I.T.) Act, 2000 enacted by the Government of India provides the necessary legal and regulatory framework in which we will use IT in our daily lives. This law has created the right environment for the entry of the private entrepreneur and at the same time, defines the standards of services to the consumers and mainly to the rural masses.

U.P. Electronics Corporation Ltd (UPLC) is the nodal agency appointed by the Government of Uttar Pradesh to provide IT/ITES solutions to the Client departments. One of the main objectives of the State Government's IT effort is to provide speedy, transparent, accountable and efficient conduct of Government Systems and Delivery of Services. The Government of UP shall use Information Technology as a tool to reduce poverty. The Government is the largest service provider to the rural masses who are handicapped by the lack of information. UPLC, being the nodal agency is committed to provide the necessary inventories for the spread of IT based education, health care, agriculture and allied information in the rural areas.

After roll out of e-district project in all the districts and implementation of Mission Mode Projects under National e-Governance Programme (NeGP) in the entire State, there will be a huge requirement of Back-end Computerization by all the Government Departments and upkeep of the Computer Hardware Infrastructure will be essential. Accordingly there will remain a continuous requirement of Maintenance of Computer Hardware and Peripherals and Software at HQ and District Level Offices in the State Government Departments/Offices/Undertakings/Boards/Corporations/Autonomous Bodies & Institutions etc.

SERVICES PROVIDED BY THE UPLC:

- (i) To Provide IT Consultancy to Various State Government establishments of Uttar Pradesh.
- (ii) To provide services as 'System Integrator' to Various State Government Establishments of Uttar Pradesh.
- (iii) To Provide Hardware Solutions with Installation, Commissioning and Warranty (ICW) to meet out the requirement of various State Government Establishments of Uttar Pradesh and to provide Annual Maintenance Services.
- (iv) To Provide IT & ITES Solution on a turnkey basis suitable for end-to-end or partial functioning of State Government Establishments.

SECTION I: LETTER OF INVITATION

1. Through this Request for Proposal (RFP), it is intended to invite e-Bids for the selection of Companies/Firms/Agencies which can provide Comprehensive Annual Maintenance Contract (AMC) Services of **Existing Video Conferencing Equipment** etc. installed at Commissioner's Offices in Uttar Pradesh, Principal Secretary (Home) office in Sachivalaya & DGP office, UP on behalf of UPLC.
2. Bidders are advised to study the e-Bid document carefully.
3. Submission of e-Bids against this tender shall be deemed to have been done after careful study and examination of the procedures, terms and conditions of the e-Bid document with full understanding and its implications.
4. The Corporation may, at its own discretion, extend the date for submission of e-Bids. In such case all the rights and obligations of the Corporation and Bidders previously subject to the deadline will thereafter be subject to the new deadline as extended.
5. The e-Bid document is available on e-tender portal <http://etender.up.nic.in> and also on UPLC's website www.uplc.in. Interested Bidders may view, download the e-Bid document, seek clarification and submit these e-Bids online only on e-tender portal <http://etender.up.nic.in>, up to the date and time mentioned in the table below:-

e-Bid Reference No.	UPLC-AMC-VIDEO CONFERENCING/21-05-2015
Purpose	Request For Proposal (RFP) For Comprehensive Maintenance Services of Existing Video Conferencing Equipment etc installed at Commissioner's Offices, Principal Secretary (Home) office in Sachivalaya & DGP office, UP in Uttar Pradesh
Date of Publication of e-Bid notice	21 MAY 2015 on e-tender portal http://etender.up.nic.in and website of UPLC www.uplc.in
Last date for submission of e-Bids	19 June 2015 up to 06:00 P.M.
Site for submission of e-Bid	http://etender.up.nic.in
Web site address	www.uplc.in
e-mail address	md@uplc.in, uplcclko@gmail.com
e-Bid Inviting Officer	Shri G S Priyadarshi Managing Director
Date of opening of e-Bids	20 June 2015 at 06:00 P.M. or afterwards
Venue of Opening of e-Bids	UP Electronics Corporation Ltd 10, Ashok Marg, Lucknow-226001
Contact numbers	0522-2286808, 0522-2286809, 0522- 4130303 Mob: 09235567201, 09721451214
Fax number	0522-2288583
e-Bids Processing Fee (non refundable)	₹5,000/- (Rupees Five Thousand only) by way of Banker's Cheque/Demand in favour of U.P. Electronics Corporation Ltd, payable at Lucknow issued from any Nationalized Bank
Earnest Money Deposit (EMD)	₹1,00,000/- (Rupees One Lakh only) by way of Banker's Cheque/ Demand Draft drawn in favour of UP Electronics Corporation Ltd, payable at Lucknow issued from any Nationalized.
Performance Security Deposit	After selection of the Maintenance Services Providing Agency, the EMD of the selected bidder(s) for the Particular Client Department(s) will remain with UPLC till Performance Security Deposit of ₹ 1,00,000 is

6. All e-Bids must be accompanied by **e-Bid processing fee of ₹5,000/- and Earnest Money Deposit (EMD) of ₹1,00,000/-** in the form of two separate Demand Drafts/Bankers Cheques in favour of U.P. Electronics Corporation Ltd., payable at Lucknow. The validity of such Banker's Cheque/ Demand Draft must have their validity not less than 6 months period. The scanned copy of the Processing Fee and EMD must be uploaded along with the e-Bid, and the originals should reach the office UPLC office at Lucknow before e-Bid submission end date and time.
7. The qualified bidders have to submit a Performance Security Deposit of ₹1,00,000 with UPLC in the form of a Bank Guarantee. **The EMD of ₹1,00,000/-** of the qualified bidders will remain with UPLC till Performance Security Deposit of ₹1,00,000/- is submitted. The Performance Security Deposit will be in the form of a Bank Guarantee drawn in favor of U.P. Electronics Corporation Ltd, payable at Lucknow as per the Format given at Annexure – VI of the RFP.
8. UPLC reserves the right to cancel any or all the e-Bids or annul the e-Bid process without assigning any reason thereof.
9. All the required documents must be uploaded by the Bidders electronically in the PDF format. It is suggested that the PDF Files should be made in grayscale using the minimum readable appropriate resolution so that the size of the files is minimized for fast uploading on the e-Bid portal <http://etender.up.nic.in>. The required electronic documents for each document label of Technical (Fee, Annexure I to Annexure VII of the RFP, etc) schedules/packets can be clubbed together to make single different files for each label. The required electronic documents for each document label of Financial (**Annexure VIII and Annexure IX of the RFP**) schedules/packets can be clubbed together to make single different files for each label. **The size of single label file should not exceed 20-25 MB size.**

SECTION II: INSTRUCTIONS TO BIDDERS (ITB)

DEFINITIONS

In this Contract, the following terms shall be interpreted:

- a. UPLC means the Nodal Agency with which the selected Bidder signs the contract for providing the maintenance services. In this Project, "UPLC" means U.P. Electronics Corporation Ltd., 10, Ashok Marg, Lucknow-226001.
- b. "Agency" means the Company/Firm/Agency registered under Registrar of Company Affairs or a Registered Proprietorship firm or a Partnership Firm or an Agency providing the maintenance services.
- c. "e-Bid" means the Technical and Financial proposals.
- d. "Instructions to Bidders"(ITB) (Section II of RFP) mean the document, which provides interested Bidders with all the information needed to prepare their e-Bids. This document also details out the process for the selection of the Maintenance Services providing Companies/Firms/Agencies.
- e. "Terms of Reference and Scope of Work (SoW)" mentioned in Section III of the RFP which explains the Objectives, Scope of Work, activities, tasks to be performed, and expected results and services to be provided.
- f. "The Contract" means the agreement entered between the UPLC and the Maintenance Services providing Companies/Firms/Agencies, as recorded in the Contract Form signed by the Parties, including all the attachments and appendices there to and all documents incorporated by reference.
- g. "The Contract rates" means the charges for the various Maintenance Services assignments payable to the Maintenance Services providing Companies/Firms/Agencies under the Contract for the full and proper performance of their contractual obligations.
- h. "Services" means the Maintenance Services and other obligations of the Maintenance Services providing Companies/Firms/Agencies covered under the Contract.
- i. "The Project Site" where applicable, means the Government Departments/Offices/ Undertakings/Boards/Corporations/Autonomous Bodies & Institutions etc at different sites/locations in the state of Uttar Pradesh.
- j. "Day" means a calendar day.
- k. "Customer/Client Department" means the Government Departments/Offices/Undertakings / Boards/ Corporations/Autonomous Bodies & Institutions etc by whom a work order for requirement of Maintenance Services has been assigned to UPLC.

THE BIDDING DOCUMENT

1 Availability of e-Tender Document

This e-tender document is available on the e-tender portal <http://etender.up.nic.in> and UPLC's website www.uplc.in to enable the Bidders to view and download the Bidding document, submit their e-Bids online up to the last date and time mentioned in e-tender document only on e-Bid portal <http://etender.up.nic.in>.

2 Contents of e-Bid Document

The nature of Comprehensive Maintenance Services required, detailed scope of work, Bidding procedure, terms and conditions etc. are prescribed in the e-tender document. The e-tender document includes:

- (a) Section I : Letter of Invitation
- (b) Section II : Instructions to Bidders (ITB)
- (c) Section III : Terms of Reference (ToR) and Scope of Work
- (d) Section IV : Bidder's Eligibility Criteria
- (e) Section V : Selection Procedure
- (f) Section VI : Special Conditions of Contract
- (g) Section VII : General(Commercial) Conditions of Contract
- (h) Annexure I to VII : Standard Formats for Technical Proposal Form
- (i) Annexure VIII to IX : Standard Formats for Financial Proposal Form

The Bidders are expected to examine all the instructions, forms, terms and conditions, requirements and qualifications in the e-tender documents. Failure to furnish all the information required as per the Bidding documents or submission of an e-Bid not responsive to the e-tender document in every respect will be at the Bidder's risk and may result in the rejection of the e-Bid.

3 Clarifications of e-Tender Documents

A prospective Bidder requiring any clarification of the e-tender documents may raise his point of clarification to UPLC's e-mail md@uplc.in or uplclko@gmail.com

4 Amendment of e-Tender Document

At any time prior to the deadline for submission of e-Bids, the UPLC may, for any reason, whether on its own initiative or in response to a clarification requested by a prospective Bidder, modify the e-tender document by amendments. Such amendments shall be posted/ uploaded on the e-tender portal <http://etender.up.nic.in> through corrigendum and shall form an integral part of the e-Bid documents. The relevant clauses of the e-tender documents shall be treated as amended accordingly.

It shall be the sole responsibility of the prospective Bidders to check the e-tender portal <http://etender.up.nic.in> and www.uplc.in from time to time for any amendment in the e-Bid document. In case of failure to get the amendments, if any, the UPLC shall not be responsible for any negligence on part of the Bidder.

In order to allow prospective Bidders a reasonable time to take the amendment into account in preparing their e-Bids, UPLC at its discretion, may extend the deadline for the submission of e-Bids. Such extensions shall be posted/up-loaded on the e-tender portal <http://etender.up.nic.in>.

5 PREPARATION & SUBMISSION OF e-Bids

Documents constituting the e-Bid

There should be two separate Packets - one for the Technical eBids and another for the financial eBids.

The e-Bids prepared by the Bidder shall comprise of the following components:

I. **Technical e-Bids**- Technical e-Bids will comprise of:

- a) **Fee Details** – Include copies of **e-Bid Processing Fee (Rupees Five Thousand only) and the EMD (Rupees One Lakh only)** and the Performance Security Deposit Form(**Annexure -VI** of the RFP) furnished in accordance with ITB clause 7 in PDF format.
- b) **Bidder's General Information** – Include all the columns neatly filled-in and signed Statements as per **Annexure -I to Annexure-VII** (in the PDF format).
- c) **Qualifications Details** – Include copies of required documents as per ITB Clause 6 in PDF format justifying that the Bidder is technically qualified and fulfills the technical qualification criteria for opening of their Financial e-Bids.

II. **Financial e-Bids**- Financial e-Bids will comprise of following two documents:

(i) **Financial Bid:** As per **Annexure VIII** of the RFP.

(ii) **Schedule of Requirements of one of the Client Departments:** As specified at **Annexure IX** of the RFP.

The duly filled-in Annexure I to Annexure VII of the Technical eBids should be clubbed together under TECHNICAL eBID.

Financials such as Quotations/Rates etc must not be furnished under TECHNICAL e-BID otherwise the Bidder's e-Bids would be disqualified and Bidder's financial e-Bid shall not be opened.

The duly filled-in Annexure VIII to Annexure IX of the RFP of the financial e-Bids should be clubbed together under FINANCIAL e-BID.

6 Documents Establishing Bidder's Qualifications

The Bidder shall furnish, as part of Technical Proposal (Annexure-I to Annexure-VII) documents in support of the Bidder's Technical qualification and also the Financial Proposal (Annexure-VIII to Annexure IX) should be submitted by the Bidder electronically in the PDF format. The Bidder's Eligibility Criteria are defined in Section IV of RFP.

It is suggested that the PDF files should be made in grayscale using the minimum readable appropriate resolution so that the size of the files is minimized for fast uploading on the e-Bid portal.

7 e-Bid Processing Fee, EMD& Performance Security Deposit

Pursuant to ITB Clause 5 all e-Bids must be accompanied by **e-Bid Processing Fee of ₹5,000/- and Earnest Money Deposit (EMD) of ₹1,00,000/-** in the form of Demand Draft/Bankers Cheque in favour of U.P. Electronics Corporation Ltd., payable at Lucknow. The validity of such Banker's Cheque/ Demand Draft must have their validity not less than 6 months period.

The scanned copies of the Processing Fee and EMD must be uploaded along with the Technical e-Bid, and the originals should reach the office of the Managing Director, U P Electronics Corporation Limited, 10, Ashok Marg, Lucknow 226 001 before e-Bid submission end date and time.

Any Bid not secured in accordance with above shall be treated as non-responsive and disqualified by the UPLC. No Bank Guarantee will be accepted in lieu of the Processing Fee and Earnest Money Deposit.

The EMD of the not-qualified bidders would be returned within a month after finalization of Technical bids.

The EMD shall be forfeited by UPLC in the following events:

- (i) If eBid is withdrawn during the validity period or any extension agreed by the Bidder thereof, after opening of the eBid.
- (ii) If the eBid is varied or modified in a manner not acceptable to UPLC after opening of eBid during the validity period or extension thereof.
- (iii) If the Bidder tries to influence the evaluation process.

The Technically qualified bidders and whose Financial Bids found to be Lowest (L-1) the EMD of the selected bidder will be retained by UPLC till the selected Agency furnishes the Performance Security Deposit with UPLC in the form of a Bank Guarantee as given at **Annexure - VI** of the RFP, towards the Performance Security Deposit of ₹1,00,000 for a Particular Client Department.

The Performance Security Deposit should remain valid for a period of 60 days beyond the date of expiration of the Contract or 60 days beyond the date of satisfactory completion of all the contractual obligations of the Agency whichever is later.

The Performance Security Deposit shall be forfeited in full or part of Performance Security Deposit amount deductible by UPLC in the event of Non-performance of the work order placed on them by UPLC or breach of terms and conditions contained in this RFP and also the UPLC work orders placed on them.

8 Period of Validity of e-Bids

e-Bids shall remain valid for 180 days after the date of opening of e-Bids prescribed by the UPLC. An e-Bid with validity of a shorter period than specified, shall be rejected by the UPLC as non-responsive.

9 Format and Signing of e-Bids

The Bidder shall prepare one electronic copy for the e-Bids. Bidder or a person or persons duly authorized to bind the Bidder to the Contract. The person authorized to sign the e-Bids before converting them into PDF and uploading them as bidding documents shall also sign all the pages/ documents of the e-Bid manually.

10 Submission of e-Bids

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

The Bidders have to follow the following instructions for submission of their e-Bids:

For participating in e-tender through the e-Bidding system, it is necessary for the Bidders to be the registered users of the e-tender portal <http://etender.up.nic.in>. For this, the Bidders have to register themselves by depositing a fee of ₹6000/- (Rupees Six thousands only) in the office of U.P. Electronics Corporation Limited, 10, Ashok Marg, Lucknow-226 001 for getting a valid User ID and password and the required training/assistance etc. on e-tender portal <http://etender.up.nic.in>. The Bidders may contact U.P. Electronics Corporation Limited at the contact details given in Section I of e-tender document.

In addition to the normal registration, the Bidder has to register with his/her **Digital Signature Certificate (DSC)** in the e-Bidding system and subsequently he/she will be allowed to carry out his/her e-Bids submission activities. Registering the Digital Signature Certificate (DSC) is a one time activity till its validity. Before proceeding to register his/her DSC, the Bidder should first log on to the e-Bidding system using the User Login option on the home page with the Login Id and Password with which he/she has registered as enumerated in the preceding paragraph above.

For successful registration of DSC on e-Procurement portal <http://etender.up.nic.in> the Bidder must ensure that he/she should possess Class-2/ Class-3 DSC issued by any one of certifying authorities approved by Controller of Certifying Authorities, Government of India. The Bidder may also apply to office of U.P. Electronics Corporation Limited, (UPLC) for getting DSC at the address given in the preceding paragraph above on a prescribed form available at UPLC's website www.uplc.in along with the payment of fee of ₹ 1686/- per person, The Bidder is also advised to register his/her DSC on e-tender portal well in advance before Bid submission end date so that he/she should not face any difficulties while submitting his/her e-Bid against this e-tender. The Bidder can perform User Login registration/creation and DSC registration exercise as described in preceding paragraphs above even before e-Bid submission date starts. The UPLC shall not be held responsible if the Bidder tries to submit his/her e-Bids at the last moment before end date of submission but could not submit due to DSC registration or any other technical problems.

The Bidder can search for active Bids through "Search Active Bids" link, select a Bid in which he/she is interested in and then move it to 'My Bids' folder using the options available in the e-Bid Submission menu. After selecting and viewing the Bid, for which the Bidder intends to e-Bid, from "My Bids" folder, the Bidder can place his/her Bid by clicking "Pay Offline" option available at the end of the view Bid details form. Before this, the Bidder should download the Bid document and study hem carefully. The Bidder should keep all the documents ready as per the requirements of e-Bid document in the PDF format.

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 Processing Fee offline payment details. After entering and saving the Processing fee 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 required documents Technical Proposal Submission Form etc (Annexure "I" to Annexure "VII") of RFP. The details of the Demand Draft or any other accepted instrument which is to be physically sent in original before Bid submission and date and time, 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.

Next the Bidder should upload the e-Bid documents for Fee details (Processing Fee) and EMD details. Qualification details as per "ITB Clause 5" 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 schedules/packets and then upload the relevant PDF files already prepared and stored in the Bidder's computer. The required documents for each document label of Technical. Schedules/packets can be clubbed together to make single different files for each label.

The Bidder should click "Encrypt" next for successfully encrypting and uploading of required documents. During the above process, the 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 Bid documents are protected, stored and opened by concerned Bid openers only.

After successful submission of e-Bids, 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.

11 Deadline for Submission of e-Bids

e-Bids must be submitted by the Bidders on e-tender portal <http://etender.up.nic.in>, not later than the date and time specified in this e-tender document.

The UPLC may extend this deadline for submission of e-Bids by amending the e-tender document in accordance with ITB in which case all rights and obligations of the UPLC and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

UPLC shall not consider any request for date-extension for e-Bid-submission on account of late downloading of e-tender (RFP) by any prospective Bidder. e-Bids should be uploaded on e-tender portal <http://etender.up.nic.in> on or before **06:00 P.M. on 19 June 2015**.

12 Late e-Bids

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

13 Withdrawal and Resubmission of e-Bids

At any point of time, a Bidder can withdraw his/ her e-Bids submitted online before the e-Bids 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 portal <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 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 Bid. Once the Bidder has withdrawn his /her Bid he/she cannot re-submit this Bid again.

The Bidder has to request the UPLC with a letter, attaching the proof of withdrawal and submission of e-Bids Processing Fee in the office of Managing Director, UPLC, to return back the e-Bids Processing Fee as per the procedure.

The Bidder can resubmit his/ her e-Bids as and when required till the Bid submission end date and time. The new one will replace the e-Bids submitted earlier. The payment made by the Bidder earlier will be used for revised e-bids and the new Bid submission summary generated after the successful submission of the revised e-Bids 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 portal <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 Bid to be resubmitted. After selecting the "Bid Resubmission" option, click "Encrypt & Upload" to upload the revised e-Bids documents by following the methodology provided in clause 11 above.

The Bidders can submit their revised Bids as many times as possible by uploading their e-Bids documents within the scheduled date & time for submission of e-Bids. No e-Bids can be resubmitted subsequently after the deadline ends for submission of the e-Bids.

14 Opening of e-Bids by the UPLC

UPLC will open all e-Bids, in the presence of bidder's authorized representatives who may attend at **06:00 PM on 20 June 2015** in the office of U.P. Electronics Corporation Ltd, 10 Ashok Marg, Lucknow-226010. The bidder's representatives who are present shall sign a register evidencing their attendance. In the event of the specified date of e-Bid opening being declared a holiday, the e-Bids shall be opened at the appointed time and place on the next working day.

The bidder's names and the presence or absence of requisite e-Bid security and such other details as the UPLC at its discretion may consider appropriate, will be announced at the opening. The name of such bidders not meeting the qualification requirement shall be notified subsequently.

After evaluation of e-Bids, UPLC shall notify those bidders whose e-Bids were considered non-responsive to the Conditions of the Contract and not meeting the Qualification Requirements indicating that they did not qualify for providing the Maintenance Services. UPLC will simultaneously notify the bidder, whose e-Bid was considered acceptable to UPLC indicating that they have been selected for providing Maintenance Services.

15 Cost of preparation of e-Bids to be borne by the Bidders

Cost of preparation of the Bids and any incidental costs shall be borne by the Agency regardless of the outcome of the bids.

16 Fraud and Corruption

Under the policy of "U.P. ELECTRONICS CORPORATION LIMITED" policy the Bidder, if selected shall have to observe the highest standard of ethics during the selection and execution of such contracts. In pursuance of this policy, the UPLC:-

- ❖ Defines, for the purposes of this provision, the terms set forth below as follows:
 - "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution; and
 - "Fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the "UPLC" and includes collusive practices amongst Maintenance Services Agencies (prior to or after submission of proposals) designed to establish prices at artificial, noncompetitive levels and to deprive the "UPLC" of the benefits of free and open competition.
- ❖ Will reject a proposal for award if it determines that the Agency recommended for award is/was engaged in corrupt / fraudulent / coercive activities in getting the contract in question;
- ❖ Will cancel the Agency contract if it at any time determines that its representatives are engaged in corrupt or fraudulent practices.
- ❖ Will declare the Agency either indefinitely or for a stated period of time, to be awarded a "UPLC" contract if it at any time determines that the Agency has engaged in corrupt or fraudulent practices in getting or executing the "UPLC" contract;

- ❖ Will have the right to have them audited by auditors appointed by the “UPLC”
- ❖ Will cancel the contract if at any stage it comes to know that the selected Agency has any relation with any of the members of the decision-making authorities.

SECTION III: SCOPE OF WORK (SOW)

1. The contract would be comprehensive i.e. including replacement of parts of **Video Conferencing Equipment** covered under AMC with same specifications as supplied by Original Equipment Manufactures (OEMs) at the time of manufacturing except replacement of consumable items.
2. Upkeep & maintenance of the hardware installed.
3. To provide & maintain the required drivers for additional peripherals & Hardware for maintaining the equipment.
4. Standby arrangement to be made in case the equipment is to be taken to workshop for repairs.
5. Support for users & troubleshooting of commercial software packages & removal of viruses & re-installation of software if corrupted.
6. Co-ordination with Original Equipment Manufactures (OEM) for troubleshooting of the server, computer & other peripherals.
7. The maintenance contract shall include both preventive & corrective maintenance to be carried out by Agency for the items, which will be covered under A.M.C.
8. The maintenance service does not include electrical work, cabling etc external to the accessories, attachments, machines or other devices.
9. The replacement of any part of the **Video Conferencing Equipment** & peripherals whenever required must be carried out by the Agency with the genuine parts of same or higher specification & warranty.
10. Maintenance of equipment as per manufacture's guidelines and shall be used only standard Original Equipment Manufactures (OEM) components shall be used for replacement.
11. Service Engineer should have proficiency in **Video Conferencing Equipment** hardware and Networking. Particulars of the Service Engineers employed by the Agency along with their experience & qualification should be mentioned at **Annexure-II** of the Technical Proposal.
12. Services of qualified service engineer would be available on all the working days or after office hours if needed, and the engineer should also be available on holidays as per requirement of client department.
13. The maintenance of **Video Conferencing Equipment** includes Installation of all devices & peripherals including its related software installed in the Computers of the Client department.

SECTIONIV: BIDDER'S ELIGIBILTY CRITERIA

1. The Agency must have at least 03 years in business of Video Conferencing Equipment/Peripherals Maintenance Services to the Government/Semi Government Sector.

The Agency is required to furnish self attested and legible copies of following documents:-

- (a) Any one of the documents from following categories of Bidding Company/Firm/Agency:
 - i. Registration Certificate from Registrar of Companies (RoC) in case Bidder is a Company,
 - ii. Registration proof in case Bidder is a Proprietorship Firm,
 - iii. Registration Certificate from Registrar of Firms and Societies in case Bidder is a Partnership Firm,
 - iv. Registration Certificate from Registrar of Firms and Societies in case Bidder is a Society.
- (b)Up to date copy of Articles of Association and Memorandum of Association of the Bidding Company/Firm/Agency.

2. The Agency must have expertise in on-site maintenance and repair of **Video Conferencing Equipment**, Network Components and other Hardware Parts/Components and Accessories.
3. The Agency must have a valid Service Tax Registration for carrying out Maintenance Services for the Computers Hardware/Peripherals.

The Agency is required to furnish self-attested and legible copy of above Registration Certificate along with the technical bid.

4. The Agency should have sufficient quantity of Spare Parts/Components of the **Video Conferencing Equipment**& its Peripherals available with them for ready use in maintenance services.
5. The Agency should have at least 01 (one) Authorisation from any of the **Video Conferencing Equipment** OEMs (Original Equipment Manufacturers) for supply and maintenance and repair of Video Conferencing Equipment and its peripherals.

The Agency is required to furnish self-attested and legible copy (ies) of at least 01 (one) Authorisation from any of the **Video Conferencing Equipment** OEMs (Original Equipment Manufacturers) for carrying out the maintenance and repair of the **Video Conferencing Equipment** items beyond the warranty.

6. The Agency must have more than or equal to average turnover of **50 Lakhs (Rupees Fifty Lakhs only)** per annum during the last three Financial Years 2012-2013, 2013-2014 & 2014-15. (In case Accounts of FY 2014-15 are not audited then , FY 2011-12 will be taken into consideration)

7. The Agency is required to furnish self-attested and legible copies of Complete Audited Balance Sheets and Profit/(Loss) Statements along with its all Schedules/Annexure for the last three Financial Years 2012-2013, 2013-2014 & 2014-15 and also the Income Tax Returns (ITRs) related to these years. (In case Accounts of FY 2014-15 are not audited then , FY 2011-12 will be taken into consideration)
8. The Agency must have successfully satisfactorily executed **minimum of 02 (two) Work Orders** from each segments of Client (i.e. Government Sector and Semi-Government Sector) separately along with their corresponding certificates of satisfactory execution relating to providing Maintenance Services of not less than **20Video Conferencing Equipment in aggregate** to the Government/Semi Government Sector during the last three Financial Years 2012-2013, 2013-2014 & 2014-15.
9. The Agency must not have been blacklisted by any of the State/Central Govt. / UT or their Government Departments/ Offices/ Undertakings/Government Agencies/ Institutions (as per Annexure V of the RFP) and should not have relation with UP Electronics Corporation Limited and with the Client Departments (as per Annexure III of the RFP).

The Agency is required to furnish the Undertaking regarding information on Blacklisting by any of the State/Central Govt./UT or their Government Departments/Offices/Undertakings/Government Agencies/ Institutions as per format given at Annexure V of the RFP and also furnish the Declaration regarding "Near Relatives" as per format given at Annexure III of the RFP.

The Technical eBids which meets all the conditions mentioned in eligibility criteria will be short-listed for opening of their financial eBids.

SECTION V: SELECTION PROCEDURE

EVALUATION OF THE eBIDS

The evaluation of the eBids shall be carried out by the Evaluation Committee of U P Electronics Corporation Limited in following two stages - First stage – the Technical eBids Evaluation and the Second Stage – the Financial eBids Evaluation:

FIRST STAGE- TECHNICAL eBIDS EVALUATION

The eBids will summarily be rejected as being non-responsive in any or all of the following cases:-

1. Technical eBids not accompanied with the requisite **Bid Processing Fee of ₹5,000/- and Earnest Money Deposit (EMD) of ₹1,00,000/-** or un-signed or incomplete/unfulfilled Annexure I to Annexure VII of the Technical eBids.
2. The Bids with lesser validity than the validity prescribed in RFP,
3. Technical eBids without accompanying the Support Documents as specified at Para 1 to 8 in Section IV of the RFP.
4. The Bidding Company/Firm/Agency, which have not furnished the valid Service Tax Registration Certificate for carrying out Maintenance Services for the Computers Hardware/Peripherals.
5. The Bidding Company/Firm/Agency which have been blacklisted by any of the State/Central Govt /UT or their Government Departments/Offices/ Undertakings/Government Agencies/ Institutions.
6. The Bidding Company/Firm/Agency, which have relation with UP Electronics Corporation Limited and with the Client Departments.
7. The Bidding Company/Firm/Agency tries to influence the Evaluation Committee or any Member thereof.

Those Technical eBids, which do not fulfill all the conditions mentioned in the eligibility criteria as per section IV shall be summarily rejected.

The Technical eBids which meets all the conditions mentioned in eligibility criteria will be short-listed for opening of their financial eBids.

SECOND STAGE – FINANCIAL e-BIDS EVALUATION

The Financial eBids quoted will be evaluated separately for each Schedule of Requirements of the Client Departments (as specified at Annexure IX) of the RFP.

In a particular Client Department's Schedule of Requirements may be consisting of one or more networking items. Bidders should quote their price Item-wise for all the items mentioned in the Schedule of Requirements given in the RFP. The Financial quotes for all

the items shall be clubbed together as a single lot and their Total Price shall be considered as the Financial Quote against that particular Schedule of Requirements and such Total Price shall be considered for evaluation for the Lowest Price and not the Items-wise lowest price quoted by the bidders for that particular Client Department's Schedule of Requirement.

The selection of the Bidder for the contract for providing maintenance services for different Client Departments may be awarded to different Agencies on the basis of their Lowest Total Price (L-1) quoted individually for each Client Department.

SECTION VI: SPECIAL CONDITIONS OF CONTRACT

1. Maintenance Services

- i. The maintenance contract shall include both preventive and corrective maintenance to be carried out by Agency for the items, which is covered under Maintenance Services.
- ii. The maintenance service does not include:-Electrical work external to the accessories, attachments, machine or any other device shall not be covered under the contract.
 - The cost of transportation from Agency to the Client's Department for maintenance purposes inclusive of boarding charges and/or lodging if necessary will be entirely borne by the Agency.
 - Agency shall ensure that no damage is caused by his Engineer to the hardware or software while undertaking repairs or preventive maintenance to the equipment otherwise Agency will be liable to replace the damaged assembly or equipment or software free of cost or in case of failure to do so, shall bear the cost of replacement made by any third party selected by the UPLC/client department. In Case of breakdown of any equipment/ancillaries, the downtime will start after 8 working hours after information was given to UPLC by the Client Department. If the Agency fails to rectify the defect even after expiry of 20 days from the date the defect was first reported, the client shall have the right to get the defect rectified by a third party without affecting Agency's obligations for maintenance of the systems under this contract. Payment thus made to the third party will be deducted from the, amount due to the Agency.
 - In case any item becomes unserviceable or its full life has been consumed or its parts are not available in the market, then it will be informed by the Agency to the UPLC/ client department. Then such items shall be taken out from Maintenance Services and Maintenance Services amount shall be reduced proportionately after taking approval from the Client Department.

2. Operation & Care of the equipment

The Client department will be advised to operate the equipment strictly according to the detailed instruction given in the Operation Manuals(s) of the equipment as contained in any communication given to them by the OEM/principal for this purpose.

3. Eligible Products

- a) All the Products brought must be in normal working condition before covering in Maintenance Services and are current specified revision levels in order to be eligible for services under this Maintenance Services contract.
- b) Any work performed by Agency to return products to normal working condition or to bring them to the current revision level prior to including

them under this Maintenance Services contract will be subject to client / UPLC permission.

4. Modifications to Products

Agency after informing UPLC may, at no additional charges, make modification to the products to improve their operation and / or reliability or to comply with legal requirement.

5. Relocation of Products

a) Client department shall be responsible for relocation of their products, However, only Agency's engineers, in the event of shifting to new premises, shall do de-installation and re-installation. The Client department shall bear entire responsibility, transport charges, and transit damages, if any, while transferring the equipment from the old place to the new place.

b) In case the equipment is to be relocated to difficult and remote areas within the territory of Uttar Pradesh, UPLC and the Agency has the option to refuse or else to do the same on an additional charge mutually agreed between Agency and UPLC/ Client Department.

6. Copyright Materials

Client Department's copyrighted materials (software and printed documentation) may not be copied by Agency except for purposes to replace a defective copy or for program error verification, unless otherwise agreed to in writing by UPLC/Client Department.

7. Warranty

a) Replacement parts provided to maintain hardware products serviced hereunder are warranted against defects in materials and workmanship. If Agency receives notice of defective replacement parts during the term of the contract the Agency will replace/repair the defective parts at no extra cost.

b) The warranty set forth above is exclusive and no other warranty, whatever written or oral, is expressed or implied. UPLC specially disclaims the implied warranties or merchantability and witness for a particular purpose. Warranty is subject to clauses 9 to 10 of the contract.

8. Remedies and Liability

For any breach of the contract by Agency, client department remedy shall be limited to refund of support charges paid by client department during the period of breach provided however, that UPLC will not be liable for failure or delays in the performance of its obligations hereunder due to causes beyond its control.

9. Limitations of Service

- a) Maintenance Services are provided for qualified devices at client department premises. Client is responsible for removing non-qualified devices to, enable Agency to service the qualified devices. If performance of services is made more difficult or impaired because of nonqualified devices, UPLC will charge additional amount to the Client Department for the increased efforts.
- b) Services do not include repairs of defect in products caused by :
 - Unauthorized modifications, tampering, abuse or misuse of the equipment. Also in those cases where the equipment is being or has been serviced by a third party other than Agency.
 - Equipment damaged/burnt out due to power fluctuations or faulty power supply or high power supply.
 - If support services are required due to the above cause, Agency may provide such repairing services at extra charges

10. Client Departments Responsibilities

- a) Client Department will provide personnel with operating main supplies and Consumables such as paper, ink cartridges, ribbon, cards, disc, print heads, speakers, and such similar items as client would useduring normal operations.
- c) Client Department is responsible for the security of its proprietary and Confidential Information.
- d) Client Department is responsible for maintaining a procedure external to the products for reconstruction of lost or altered files, data or programs.

11. Order of Precedence

The contract and any attachments here to take precedence over client Department additional or different terms and conditions. Any amendments / modification to the contract and its attachments may be communicated to other party in writing and will be operative only on mutual acceptance.

12. The vendor will provide a list of qualified, with experience of at least three years in Govt. /PSU Sector, resident service engineers on all the working days form 10:00 A.M. to 6.00 P.M for attending and redressed of complaints and at least one engineer should be available from 12.00 PM to 8.30 P.M. on all working days. The engineer shall also be available on holidays as per requirement of the client Departments if needed. Service engineers shall be equipped with mobile phones to ensure their 'availability.
13. The Agency will be responsible for taking backup of data programmes and application available on the computer whenever necessary before attending the fault and will be also responsible for restoring the data, programs and applications after removing the fault to the satisfaction of the user. The Agency must also ensure restoring of all backups to the user under its acknowledgement.

14. The service engineers would take up any reported fault within one hour. As far as possible, the repairs would be carried out on-site itself. However, in case the equipment is taken to the workshop, the firm would provide a stand-by for the same.
15. The Agency should provide necessary support for maintaining virus free computer environment in the various departments and help in updating the software/virus detection mechanism.
16. Immediately on award of the contract, the agency would give a report taking over all the equipments. It shall be the responsibility of the agency to make all the Video Conferencing Equipment/peripherals work satisfactory throughout the contract period and also to hand over the systems to the departments in working conditions on the expiry of the contract. In case any damage on the systems of the various departments is found, compensation would be determined by the concerned client department will have to be paid by the Agency.
17. It may also be noted that in case of Agency backing out in mid term without any genuine reason or without explicit consent of the UPLC, the client department may liable to recovery at higher rates, vis-à-vis, those contracted with it, which may have to be incurred by the UPLC on maintenance of machines for the balance period of contract through alternative means, the above act of backing out would automatically debar the Agency from any further dealing with the UPLC and the Performance Security Deposit amount would also be forfeited by UPLC.
18. The Contract is not transferable and the agency shall not be authorized to subcontract or sub let the work order either in full or part of it and if indulged into such act would automatically cancelled of the contract and debar the Agency from any further dealing with the UPLC and the Performance Security Deposit amount would also be forfeited by UPLC.

SECTION VII: GENERAL (COMMERCIAL) CONDITIONS OF CONTRACT

1. Application

Submission of e-bid against this tender shall bind the bidder for the acceptance of all the conditions specified in this tender reference no. **UPLC-AMC-VIDEO CONFERENCING/21-05-2015**

2. Period of Validity of Bids

The bid shall remain valid for 120 days after the date of opening of bids. A bid valid for a shorter period shall be rejected as non-responsive.

3. Cancellation of e-Bids

Managing Director, U.P. Electronics Corporation Ltd (UPLC) reserves the right to cancel the bid (tender) partly or fully without assigning any reasons.

4. Contacting the UPLC

No bidder shall try to influence the Evaluation Committee or the Member of the Committee on any matter relating to its bid at any stage. Any effort by a bidder to influence the Evaluation Committee or the Member of the Committee in the "Agency's" bid evaluation, bid comparison or contract award decision shall result in the rejection of the bid.

5. Award of Contract

U.P. Electronics Corporation Ltd shall consider awarding of the contract to the bidder whose bid has been found Qualifying and acceptable.

6. Extension of contract period

The initial period of contract will be for one year from the date of award of contract. The rates quoted will remain in force for the full period of contract. No demand for revision of rate on any account shall be entertained during the contract period. The Maintenance Services can be extended, if so desired by the client department, based on the satisfactory performance of the Agency.

7. Payment Terms

All payment from client department will be received in the name of U.P. Electronics Corporation Ltd. The Agency at any time will not try to get any payment towards the maintenance service under contract in their favour.

The Agency shall raise its Bills, in triplicate to UPLC, along with the satisfactory performance certificate for each maintenance services of Video Conferencing Equipment/Peripherals related items in the Client Department for which the Bills are presented, certified by the Competent Authority of the Client Department where the said Maintenance Services are going on.

No Advance Payment by UPLC will be made to the Agency towards the maintenance services irrespective of advance payment released by the client department to the UPLC.

The payment to the Agency will be processed only after receipt of payment on (Quarterly/Half yearly/Yearly basis as the case may be) from the Client Department to UPLC and on submission of the satisfactory performance certificate from the competent authority of the Client department where the Maintenance Services provided.

Any sum of money due and payable to the "Agency" (including Performance Security Deposit) under the contract may be appropriated by UPLC and set off the same against any claim of UPLC for payment of a sum of money arising out of this contract or under any other contract made by the "Agency" with UPLC.

The Agency shall also be liable for depositing all applicable taxes, levies, cess etc., on account of services rendered by it to client departments, to the concerned Tax Collection Authorities regularly as per existing rules and regulations on the matter.

8. Delays In The Agency's Performance:

Services under the contract shall be provided strictly in accordance with the schedule specified in the work order. Delay(s) in the performance of service obligations, shall render the "Agency" liable to any or all of the sanctions namely forfeiture of Performance Security Deposit, imposition of liquidated damages and/or termination of the contract for default, and / or barring the Agency for 3 years.

9. Liquidated Damage Charges:

The selected Agency shall immediately provide a substitute in the event of any service engineer leaving the job due any reason. The delay by the Agency in providing a substitute beyond 03 (three) working days shall attract liquidated damages (per such case) that may be decided by the UPLC on the Agency, besides deduction in payment on pro-rata basis.

10. Termination of Contract

UPLC, may, without prejudice to any other remedy for breach of contract, terminate the contract in whole or in parts.

11. Termination for Insolvency

UPLC may also by giving written notice and without compensation to the Agency terminate the contract if the Agency becomes unwilling, bankrupt or otherwise insolvent without affecting its right of action or remedy as hirer.

12. Right to Cancel the Contract

- i. The UPLC shall have the right to cancel the contract wholly or in part in the event he is obliged to do so on account of any decline, diminution, curtailment or stoppage of the work(s), by giving one month's notice.
- ii. The UPLC shall have the right to cancel the contract & forfeit Performance Security Deposit if subsequently it is found that the approved Agency has any relation with employees of UPLC / Client departments.

Bidders whose near relatives are employees of UPLC are not eligible to participate in this tender. 'Near Relatives' in relation to UPLC/ Client Department include:-

- i. Members of a Hindu Undivided Family,
- ii. They are husband and wife,

- iii. The one is related to the other in the manner as father, mother, son(s), son's wife (daughter-in-law), daughter(s) & daughter's husband (son-in-law), brother(s) & brother's wife, sister(s) & sister's husband (brother-in-law).

14. Breach of any condition of Tender, delay or non-performance

In case of breach of any terms and conditions of the tender, delay or non-performance, UPLC may take all or any of the following actions:-

- i. Forfeiture of Earnest Money Deposit
- ii. Annulment of the contract.
- iii. Forfeiture of Performance Security Deposit
- iv. Cancellation of Selection
- v. Barring participation of bidder in all future tenders of UPLC for a period of 3 years or more.

15. Force Majeure

If at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reason of any war, or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockage or act of God (hereinafter referred to as events) provided notice of happenings, of any such eventuality and given by either party to the other within 21 days from the date of occurrence thereof, neither party shall be responsible of such events and be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such performance or delay in performance under the contract shall be resumed as soon as practicable after such an event may come to an end or cease to exist, and the decision of UPLC as to whether the services have been so resumed or not shall be final and conclusive, provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days either party may, at his option terminate the contract.

16. Amicable Settlement of Disputes

Performance of the Agency is governed by the terms and conditions of the Contract, however, at times dispute may arise about any interpretation of any term or condition of Contract including the scope of work, the clauses of payments etc. In such a situation either party of the contract 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 after 30 days, parties have failed to resolve their dispute or difference by such mutual consultation, then either party may give notice to other party of its intention to commence arbitration as hereunder provided, as to the matter in dispute and no arbitration in respect of this matter may be commenced unless such notice is given.

17. Resolution of Disputes

In case any dispute or difference arising out between the UPLC and the Agency in relation to this contract, which has not been settled amicably, the Agency can request the UPLC to refer the dispute for Arbitration under Arbitration and Conciliation Act, 1996.

18. Arbitration

- a) In the event of any question, dispute or difference arising under or out of or in connection with the conditions mentioned in this document the same shall be referred to the Sole Arbitrator of any person appointed by the Principal Secretary/Secretary, IT & Electronics Department, Govt. of Uttar Pradesh. There will be no objection to any such appointment that the person appointed is a Government servant that has to deal with the matter to which the contract relates, or that in the course of his duties as a Government servant he has expressed views on all or any other matters in dispute or difference. The decision of the Arbitrator shall be final and binding upon both the parties. All arbitration awards shall be in writing and shall state the reasons for the award.
- b) Subject as aforesaid the Arbitration and Conciliation Act, 1996 and the rules there under and any statutory modification thereof for the time being in force shall apply to the arbitration proceedings under this clause.
- c) Arbitration proceedings shall be held at Lucknow, India and the language of the arbitration proceedings shall be in English or Hindi.
- d) The expenses of the arbitration as determined by the arbitrator shall be borne by the Agency. However, the expenses incurred by each party in connection with the preparation, presentation etc shall be borne by the parties itself.

19. Legal Jurisdiction

All legal disputes between the parties shall be subject to the jurisdiction of the Courts situated in Lucknow, Uttar Pradesh only.

ANNEXURE –I - TECHNICAL PROPOSAL SUBMISSION FORM

Sl No	Particulars	Description/ Details	Reference Documents	Serial No. of the Page of the Bidder's Bid uploaded
A.	Name of Bidding Company/Firm/Agency			
B.	Contact Details			
	a) Registered Address			
	b) Telephone			
	c) Fax			
	d) Email			
	e) Website			
	f) Name and Designation of Head of Bidding Company/Firm/Agency			
C	Incorporation/Registration Details of Bidding Company/Firm/Agency: -		The Bidder is required to furnish: -	
	a) Incorporation/Registration Number		(i) Self attested and legible copy of the Bidder's Registration Certificate from the Registrar of Companies (ROC) in case bidder is a Company or Registration proof in case Bidder is a Proprietorship Firm or Registration Certificate from Registrar of Firms and Societies in case Bidder is a Partnership Firm or Registration Certificate from Registrar of Firms and Societies in case Bidder is registered Society.	
	b) Date of Incorporation / Registration			
	c) Name of Registering Authority		(ii) Self attested and up-to-date copy of	

			the Articles of Associations and Memorandum of Associations of the bidding Company/ Firm/ Agency		
D	Service Tax Registration Details: -		The Bidder is required to furnish self-attested and legible copy of Service Tax Registration Certificate.		
	a) Service Tax Regn. No.				
	b) Date of Registration				
	c) Name(s) of Service(s) Registered for. (The Agency must have a valid Service Tax Registration for carrying out Maintenance Services for the Video Conferencing Equipment/Peripherals)				
E	PAN No		The Bidder is required to furnish self attested and legible copy of PAN Certificate/ Card of Bidding Company/Firm/Agency		
F	TAN No.		The Bidder is required to furnish self attested and legible copy of Registration Certificate		
G	Total Turnover During:-		The Bidder is required to furnish self-attested and legible copies of Complete Audited Balance Sheets and Profit/(Loss) Statements along with its all Schedules/Annexure for the last three Financial Years 2012-2013, 2013-2014 and 2014-2015 also the Income Tax Returns (ITRs) related to these years.		
	i) F.Y. 2012-2013	Rs		Lakh	
	ii) F.Y. 2013-2014	Rs		Lakh	
	iii) F.Y. 2014-2015	Rs		Lakh	

H	Experience in providing Maintenance Services of Video Conferencing Equipment/ Peripherals to the <u>Government Sector</u> during the last 3 Financial years :-		<p>The Bidder is required to furnish self attested and legible copies of minimum of 01 (One) Work Orders from Government Sector along with their corresponding certificates of satisfactory execution relating to providing Maintenance Services of Maintaining not less than 10 locations for Video Conferencing per Financial Year during the last three Financial Years 2012-2013, 2013-2014 and 2014-2015</p>	
H - 1	Project No. 1			
	a) Name of Client			
	b) Address			
	c) Contact Person Name & Mobile/Telephone			
	d) Project name and brief Scope (Specially mentioning the details of Video Conferencing Equipment/ Peripherals under maintenance)			
	e) Start Date			
	f) End Date			
	g) Duration			
h) Order Value	Rs	Lakh		
I - 2	Project No. 2			
	a) Name of Client			
	b) Address			
	c) Contact Person Name & Mobile/Telephone			
	d) Project name and brief Scope (Specially mentioning the details of Video Conferencing Equipment/ Peripherals under maintenance)			
	e) Start Date			
	f) End Date			
	g) Duration			
h) Order Value	Rs	Lakh		
I - 3	Project No. 3			
	a) Name of Client			
	b) Address			
	c) Contact Person Name & Mobile/Telephone			

	d) Project name and brief Scope (Specially mentioning the details of Video Conferencing Equipment/ Peripherals under maintenance)			
	e) Start Date			
	f) End Date			
	g) Duration			
	h) Order Value	Rs	Lakh	
J	Experience in providing Maintenance Services of Video Conferencing Equipment/ Peripherals to the Semi-Government Sector during the last 3 Financial years			
J-1	Project No. 1			
	a) Name of Client			
	b) Address			
	c) Contact Person Name & Mobile/Telephone			
	d) Project name and brief Scope (Specially mentioning the details of Video Conferencing Equipment / Peripherals under maintenance)			
	e) Start Date			
	f) End Date			
	g) Duration			
	h) Order Value	Rs	Lakh	
J-2	Project No. 2			
	a) Name of Client			
	b) Address			
	c) Contact Person Name & Mobile/Telephone			
	d) Project name and brief Scope (Specially mentioning the details of Video Conferencing Equipment / Peripherals under maintenance)			
	e) Start Date			
	f) End Date			
	g) Duration			
	h) Order Value			
J-3	Project No. 3			
	a) Name of Client			

The Bidder is required to furnish self attested and legible copies of minimum of 01 (One) Work Orders from Semi-Government Sector along with their corresponding certificates of satisfactory execution relating to providing Maintenance Services of Maintaining not less than **10 locations for Video Conferencing** per Financial Year during the last three Financial Years 2012-2013, 2013-2014 and 2014-2015.

b) Address			
c) Contact Person Name & Mobile/Telephone			
d) Project name and brief Scope (Specially mentioning the details of Video Conferencing Equipment/ Peripherals under maintenance)			
e) Start Date			
f) End Date			
g) Duration			
h) Order Value			

ANNEXURE –III- DECLARATION REGARDING NEAR RELATIVES

I, Son/Daughter of a Resident of hereby certify that none of my near relative(s) as defined below is/are employed in U P Electronics Corporation Limited(UPLC)the Client Departments the “Agency”, has any near relatives at “Client Departments”. In case at any stage, it is found that the information given by me is false/incorrect, U P Electronics Corporation Limited shall have absolute right to take any action as deemed fit without any prior information to me.

Definition: The near relatives of all employees working in U P Electronics Corporation Limited and the Client Departments; either directly recruited or on deputation or on contract, for this purpose are defined as:

- (a) Members of a Hindu Undivided Family,
- (b) They are husband and wife,
- (c) The one is related to the other in the manner as father, mother, son(s), son’s Wife (daughter-in-law), daughter(s) & daughter’s husband (son-in-law), Brother & brother’s wife, sister(s) & sister’s husband (brother-in-law).

Signature of Bidder with Name and Address

ANNEXURE- IV- DRAFT PROFORMA FOR AGREEMENT

ON NON JUDICIAL STAMP PAPER OF RS 100/-

This Agreement is made this day Between M/s (name of the Annual Maintenance Services providing "Agency") referred to as the "First Party" which expression shall include his heirs, executors and administrators/their successors and U P Electronics Corporation Limited, Lucknow, referred to as the "Second Party", hereafter include his successors and assignees.

That WHEREAS the First Party will provide the Maintenance Services to the client department through UPLC in accordance with tender no. **e-Bid Ref No: UPLC-AMC-VIDEO CONFERENCING/21-05-2015** on all the terms and conditions given in the aforesaid tender and also the terms and conditions contained in the subsequent work orders by second party to the "First Party", shall be binding on "First Party" and shall be the integral part of this Agreement.

IN WITNESS THEREOF THE ABOVE MENTIONED PARTIES HAVE PUT THEIR SIGNATURES ON THISDAY OF TWO THOUSAND AND FIFTEEN.

Authorized Signatory of "**First Party**"

Authorized Signatory of "**Second Part**"

Signature:

Signature:

Name & Address

Name & Address

Witness for "**First Party**"

Witness for "**Second Part**"

Signature:

Signature:

Name & Address

Name & Address

ANNEXURE -V- PROPOSAL SUBMISSION FORM

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

Dear Sir

Ref: Submission of e-Bid against your **e-Bid Reference No UPLC-AMC-VIDEO CONFERENCING/21-05-2015**

1. Having examined the e-bid document, we, the undersigned, herewith submit our response to your **e-bid reference No. UPLC-AMC-VIDEO CONFERENCING/21-05-2015** for providing Maintenance Services to the client departments through UPLC in full conformity with the said e-bid document.
2. Our proposal shall be binding upon us subject to the modifications resulting from contract negotiations, up to expiration of the validity period of the proposal.
3. We would like to declare that we are not involved in litigation with any Central/State/UT Government in India and we are not under a declaration of ineligibility for corrupt or fraudulent practices.
4. We hereby declare that we have not been blacklisted by any of the State/Central Govt/UT or their Departments/Offices/Undertakings/ Government Agencies/ Institutions.
5. We declare that any Central/State/UT Government Department/Office/Organization/ Institution etc have not charged us with any fraudulent activities.
6. We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will indulge in bribery or any prohibited acts and behavior and we shall be responsible for any such acts.
7. We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act, 1988."
8. We understand that UPLC is not bound to accept any or all the e-Bids received in response to this e-bid.
9. In case we are selected by the UPLC as Maintenance Services providing Agency, we shall provide full assistance/co-operation required by UPLC officials for performing their auditing and inspection functions. We understand that our non-cooperation for the same shall be ground for termination of services.

10. We agree to abide by all the terms and conditions of the e-bid document and also all the terms and conditions of the Contract that will be issued by UPLC in case we are awarded the contract by the UPLC for the Annual Maintenance Services.

We remain,

Yours sincerely

Authorized Signature:
Name and Title of Signatory:

Seal of Bidder Company

ANNEXURE –VI- PERFORMANCE SECURITY DEPOSIT FORM

(BANK GUARANTEE)

e-Bid Ref No: UPLC-AMC-VIDEO CONFERENCING/21-05-2015

1. In consideration of, U.P. Electronics Corporation Limited, Lucknow, having agreed to exempt M/s (herein after called the said Agency from the demand of **Performance Security Deposit money of Rs 1,00,000/- (Rupees One Lakh only) on production of Bank Guarantee for Rs 1,00,000/- (Rupees One Lakh only)** for the due fulfilment by the said Agency of the terms and conditions to be contained in an agreement in connection with the contract for Annual Maintenance Services, we,(Name of the Bank) at the request of Agency do hereby undertake to pay the U.P. Electronics Corporation Limited, Lucknow, **an amount of not exceeding Rs 1,00,000/-(Rupees One Lakh only)**, against any laws or damage caused to or suffered or would be caused to or suffered by U P Electronics Corporation Limited, Lucknow by reason of any breach of any of the terms and conditions contained in the said agreement by the said Agency.

2. We (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, U.P. Electronics Corporation Limited, Lucknow stating that the amount claimed is due by way of loss or damages caused to or suffered by the U.P. Electronics Corporation Limited, Lucknow by reason of breach by the said Agency of any of the contract contained in the said agreement or by reason of the Agency'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 where the decision of the, U.P. Electronics Corporation Limited, Lucknow in these counts shall be final and binding on the Bank. However our liability under this guarantee shall be restricted to an amount not exceeding **Rs 1,00,000/- (Rupees One Lakh only)**.

3. We undertake to pay to the U.P. Electronics Corporation Limited, Lucknow any money so demanded notwithstanding any disputes raised by the Agency in any suit or proceedings pending before any court or tribunal relating to our liability under the present being absolute and equivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under the Agency shall have no claim against us for making such payment.

4. We (Name of the Bank)..... further agree that the guarantee herein contained shall remain in full force and effect immediately valid for a period of 60 days beyond the date of expiration of the contract with UPLC or the date of satisfactory completion of all the contractual obligation of the "Agency" whichever is later. So that it shall continue to be enforceable till all the dues of the U.P. Electronics Corporation Limited, Lucknow under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till U.P. Electronics Corporation Limited, Lucknow certifies that the contract of the said agreement have been fully and properly carried out by the said Agency and accordingly discharges this guarantee.

5. We (Name of the Bank), further agree with, U.P. Electronics Corporation Limited, Lucknow that U.P. Electronics Corporation Limited, Lucknow shall have the fullest liberty without our consent and without effecting in any manner our obligations hereunder to vary and of the contract of the said agreement or to extend time of performance by the said Agency from time to

time or to postpone for any time to time any of the powers exercisable by the U.P. Electronics Corporation Limited, Lucknow against the said Agency and to forbear or enforce any of the contract 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 contractors or any indulgence by the forbearance, or any omission on the part of the U.P. Electronics Corporation Limited, Lucknow or any in indulgence by the U.P. Electronics Corporation Limited, Lucknow to the said Agency or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, 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 "Agency".

7. This Guarantee shall be irrevocable and the obligations of the Bank herein shall not be conditional to any prior notice by U.P. Electronics Corporation Limited, Lucknow.

Dated:.....

For (Name of the Bank)

ANNEXURE –VII- CHECK LIST FOR SUBMISSION AND UPLOADING OF BIDS

Note: Please ensure to put Page Serial Number at bottom of all the documents of the Bid before scanning those documents to convert them into PDF files and then uploading on the e-Tender portal <http://etender.up.nic.in>

Sl. No	PARTICULARS	Please Tick ✓ Whether Original Documents Scanned And Uploaded by bidder as specified In the Tender Document	Out of Bid documents uploaded by bidder, please mention the corresponding Page Serial number(s) of the specific document against Column 2 of this Table.	
			From	To
1	2	3	4	
1	Documents showing valid Registration fee paid for the eTender portal http://etender.up.nic.in through U.P. Electronics Corporation Limited, 10 Ashok Marg, Lucknow.			
2	Two Demand Drafts (DDs)/Banker's Cheques towards Processing Fee of Rs 5,000/- and EMD of Rs 1,00,000/- . (However, original Demand Draft (DD)/Banker's Cheque towards Processing Fee and EMD should be sent to U.P. Electronics Corporate Limited, 10, Ashok Marg, Lucknow so as to reach UPLC office at Lucknow before e-Bid submission end date and time.			
3	Lawful Authorization by the Competent Authority of the Bidding Company/Firm/Agency in favour of the person signing bid document applying and signing the empanelment related documents.			
4	Each column of the Technical Bid - Standard Format for Technical Proposal Form (Annexure-I, Annexure-II, Annexure-III, Annexure-IV, Annexure-V, Annexure-VI and Annexure-VII), and all each column of the Financial Bid - Standard Format for Financial Proposal Form (Annexure-VIII and Annexure-IX), should be properly and neatly filled-in. (No column should be left Blank nor any vague terms such as "N.A." or "N/A" should be filled-in).			
5	Self-attested and up-to-date copy of the Articles and Memorandum of Associations of the bidding Company/Firm/Agency. As specified at Section IV of the RFP.			
6	Self attested copy of the bidder's Registration Certificate as specified in Section IV Para 1.			

7	Self attested copy of PAN certificate of the bidding Company/Firm/Agency.			
8	Self attested copy of Certificate of TAN Registration of the bidding Company/Firm/Agency.			
9	Self attested copy of Certificate of Service Tax Registration of the bidding Company/Firm/Agency for the Services specified in the RFP.			
10	Self attested and legible copies of Complete Audited Balance Sheets and Profit/(Loss) Statements along with its all Schedules/Annexure for the last three Financial Years 2012-2013, 2013-2014 and 2014-15 and also the Income Tax Returns (ITRs) related to these years.			
11	Self attested and legible copies the Income Tax Returns (ITRs) related to the last three Financial Years 2012-2013, 2013-2014 and 2014-15			
12	Self attested and legible copies of minimum of 01 (One) Work Orders from Government Sector along with their corresponding certificates of satisfactory execution relating to providing Maintenance Services of Maintaining not less than 05 locations for Video Conferencing per Financial Year during the last three Financial Years 2012-2013, 2013-2014 and 2014-15			
13	Self attested and legible copies of minimum of 01 (One) Work Orders from Semi-Government Sector along with their corresponding certificates of satisfactory execution relating to providing Maintenance Services of Maintaining not less than 05 locations for Video Conferencing per Financial Year during the last three Financial Years 2012-2013, 2013-2014 and 2014-15			
14	Self attested and legible Scan Copy of Authorization from any of the Video Conferencing OEMs for carrying out the maintenance and repair of Video Conferencing			

ANNEXURE-VIII- FINANCIAL BID

UPLC-AMC-VIDEO CONFERENCING/21-05-2015

1.	Name and Address of Bidding Company/Firm/Agency	Name: Registered Address:
2.	Particulars of the Competent Authority of Bidding Company/Firm/Agency to authorize the person to bid against the above RFP	Name : Designation :
3.	Name, Designation and Contact details of the Person Authorized by the Competent Authority to bid against the above RFP	Name : Designation : Contact Details : Telephone Number: email:

Annexure – IX SCHEDULE OF REQUIREMENT

NOTE: The above Quantity of Items in the Schedule of Requirements may vary at the time of signing of the Contract.

(Amount in Rupees)				
SN	Item Installed	Estimated QTY	Maintenance Charges	Total Cost
1	For 20 Commissioner's Offices			
	AMC Charges for Polycom make HDX 9000 series Video Conferencing device along with Camera, Mike and Remote Control	20		
	AMC Charges for Panasonic make 42" Plasma Screen	19		
	AMC Charges for Panasonic make 65" Plasma Screen	02		
	AMC Charges for 1 KVA online UPS (make APC) – Excluding Batteries	19		
	AMC Charges for 2 KVA online UPS with 30 Minutes Backup – Excluding Batteries	02		
(1) Sub Total				
2	For Video Wall at Office of Principal Secretary, Department of Home, Government of Uttar Pradesh			
	AMC Charges for Delta make Video Wall	1		
	AMC for 10 KVA online UPS (Make APC) – Excluding Batteries	1		
	Resident Engineer (Quote per month cost for one year)	2		
	AMC Charges for Polycom make HDX 9000 series Video Conferencing device along with Camera, Mike and Remote Control	1		
(2) Sub Total				
A	Total (1+2)			
B	Service Tax @ 12.36% on A			
Grand Total (A+B)				
Rupees in Words -				

* BOQ in the excel sheet format is enclosed with the Tender. Bidder are requested to upload the excel sheet in the financial folder.

* At the time of billing prevalent Service tax will be applicable.