



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

(A UP GOVT. UNDERTAKING)

## Request for Proposal (RFP)

For

**SELECTION OF AGENCY FOR EMPANELMENT OF OEM FOR  
CLOUD ENABLEMENT INFRASTRUCTURE**

**Tender No: UPLC-HW-Cloud-05/18-03-2014**

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**SECTION I**

**Invitation for Bids**

## Section I - Invitation for Bids

### 1.1. Introduction of the Project

- a. The U.P. Electronics Corporation Limited (UPLC), Lucknow, Uttar Pradesh has decided to select an Agency for empanelment of OEM for cloud enablement infrastructure.
- b. This invitation for e-Bids is for selection of Agencies for finalizing the Rate Contract (RC) from Original Equipment Manufacturers (O.E.M.) of the cloud enablement infrastructure and other related items for the period of two years for supply, installation and onsite comprehensive warranty maintenance of Equipment / provide service support and other related items for various UP Government Departments/Agencies/Corporations/ Institutions/ Authorities/ Councils/ Societies/ PSUs etc
- c. UPLC has entrusted this task of fixing Rate Contract for the cloud enablement through e-Tendering process.
- d. 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. The RFP shall also be available on UPLC's website [www.upclco.in](http://www.upclco.in).
- e. 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, 2286808, 2286809, +91-9235567201

Fax: 0522-2288583

E-mail: md@upclco.in, upclco@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 empanelment of OEM /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 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 10,000 (Rupees Ten Thousand only) in the form of Demand Draft/Banker's Cheque of only Scheduled Bank, drawn in favour of "U.P. Electronics Corporation Limited" payable at Lucknow.
2	Publication of the RFP	18/03/2014
3	Last date for submission of Pre-Bid queries	24/03/2014
4	Date of response to Bidder queries	26/03/2014
5	Last date for submission of Bids	04/04/2014 at 6:00 PM
6	Date of opening of Technical Bids	07/04/2014 at 6:15 PM onwards
7	Bid Security/Earnest Money Deposit	INR 3,00,000 (Rupees Three Lacs only) in the form of a Demand Draft/ Banker's Cheque /Bank Guarantee drawn on any Scheduled Bank, payable at Lucknow, in favor of "U.P. Electronics Corporation Limited".
8	Date of opening of Commercial Bid	To be informed later on

## **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.

## **1.6. Clarification of e-Bid Document**

A prospective bidder requiring any clarification of the e-Bid document may raise his/her point of clarification on Purchaser's e-mail address [md@uplc.in](mailto:md@uplc.in) and [uplclko@gmail.com](mailto:uplclko@gmail.com).



**SECTION II**

**Qualification Criteria**

## Section II- Qualification Criteria

This Invitation to Bid is open to all entities meeting or exceeding all of the following minimum Qualification criteria. 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	Clause	Documents Required
1.	The Bidder should have been in commercial operations for a period of at least 3 financial years in India. <b>The Consortium shall not be entertained.</b>	<ul style="list-style-type: none"> <li>• Certificate of Incorporation.</li> <li>• Certificate of Commencement of Business</li> <li>• Memorandum and Articles of Association.</li> <li>• Annual Reports for the last 3 years.</li> </ul>
2.	The Bidder should be Original Equipment Manufacturer (OEM) of Cloud Enablement	<ul style="list-style-type: none"> <li>• A Certificate that confirming that the products quoted is not “end of life or end of sale products” as on Bid Submission date. If in case the support for the product quoted has been stopped/ withdrawn till the time of delivery of equipment, the same will be changed with the superior product at no extra cost the Bill of material (BOM)</li> <li>• The Bidder for Hypervisor Segment should be in the leader quadrant of Gartner Report from the last 2 years in reference to Market Position</li> </ul>
3.	The Authorized Signatory signing the Bid on behalf of the Bidder should be duly authorized by the Managing Director/ Board of Directors of the Bidding Company to sign the Bid and the Contract on their behalf.	<ul style="list-style-type: none"> <li>• A Certificate from the Company Secretary of the Bidder certifying that the Bid signatory is authorized by the Board of Directors of the Company to do so, with resolution number and date.</li> </ul>
4.	The Bidder should have been in this business of Supply / Installation Cloud Enablement Infrastructure / IT Infrastructure projects for a period exceeding three years as on 31.03.2013.	<ul style="list-style-type: none"> <li>• Copy of Work Orders in Cloud Enablement services</li> </ul>

5.	The Bidder should have an average annual turnover of at least <b>INR 200 crores</b> during the last three financial years (i.e. 2010-11, 2011-12, 2012-13).	<ul style="list-style-type: none"> <li>• Audited Profit and Loss Statement and Balance sheets.</li> <li>• Statutory Auditor Certificate or Certificate from the Company Secretary of the Bidder/ Chartered Accountant clearly specifying the turnover for the specified years.</li> </ul>
6.	The Bidder shall have positive net worth of at least <b>INR 50 Crores</b> as on 31st March 2013, and shall have a positive net worth in each of the following years 2010-2011, 2011-2012, and 2012-2013.	<ul style="list-style-type: none"> <li>• Statutory Auditor Certificate or Certificate from the Company Secretary of the Bidder/ Chartered Accountant clearly specifying the positive net worth for the specified years.</li> </ul>
7.	The OEMs should certify that they have support mechanism in India, either directly through their support office in India or through their authorized channel partners/dealers in India.	<ul style="list-style-type: none"> <li>• Undertaking from the authorized signatory of the OEM that support including spares, patches, and upgrades for the quoted products shall be available for the entire project period.</li> </ul>
8.	The Bidder should have successfully supplied and installed Cloud Enablement Infrastructure at <b>minimum 05 locations in India for an minimum aggregate value of INR 1 crore in the last 3 financial years</b> (i.e. 2010-11, 2011-12, 2012-13).	<ul style="list-style-type: none"> <li>• Copy of Work order and Certificate of completion or successful implementation by the client or Proof of Delivery OR self Certificate attested by the client.</li> <li>• Documentary proof for the stated Project value attested by the client.</li> <li>• Statutory Auditor Certificate or Certificate from the Company Secretary of the Bidder/ Chartered Accountant for <b>an minimum aggregate value of INR 1 crore</b> at 05 locations.</li> </ul>
9.	The Bidder should have successfully executed similar work (Cloud Enablement Infrastructure) with a minimum single order value of <b>INR 50 Lacs during the last 3 financial years</b> (i.e. 2010-11, 2011-12, 2012-13)	<ul style="list-style-type: none"> <li>• Copy of Work order and Certificate of completion or successful implementation by the client or Proof of Delivery OR self Certificate attested by the client.</li> </ul>

10.	As on date of submission of the proposal, the Bidder shall not be under any declaration of ineligibility for unsatisfactory past performance, corrupt or fraudulent practices, any other unethical business practices or blacklisted either by Ministry/ Department of Government of India/ State Governments.	<ul style="list-style-type: none"> <li>• Certificate from the Authorized Signatory to the effect that the Bidder is not blacklisted by any of the Ministry/ Department of Government of India/ State Governments.</li> </ul>
11.	The OEM must have valid professional certifications such as ISO 9001:2008. The Bidder / OEM must produce the above mentioned certifications of the OEM.	<ul style="list-style-type: none"> <li>• Copy of valid certificates.</li> </ul>
12.	The Bidder must have a team of 100 technically qualified professionals having valid professional certifications and must have on its ay roll.	<ul style="list-style-type: none"> <li>• Certificate from Bidder's HR Department</li> </ul>
13.	The Bidder should be have a valid sales tax registration certificate, valid Service tax registration certificate and Permanent Account Number (PAN) issued by Income Tax Department.	<ul style="list-style-type: none"> <li>• Copy of each Certificate of the Bidder.</li> </ul>
14.	The Bidder should have submitted EMD and Bid Processing fees of amount as mentioned in the RFP	<ul style="list-style-type: none"> <li>• DD/ Banker's Cheque/ Bank Guarantee</li> </ul>
15.	The Bidder shall provide an undertaking that they or their allied agencies/ Subsidiaries are not working as a Consultant / TPA in the SDC in the Uttar Pradesh.	<ul style="list-style-type: none"> <li>• Undertaking from the authorized signatory of the Bidder</li> </ul>

**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**

## Section III- Scope of Work

The main objective & specified Scope is to selection of Agencies (Original Equipment Manufacturers (O.E.M.)) for finalizing the Rate Contract (RC) of Cloud Enablement Infrastructure and the work to be undertaken by the Bidder for Cloud Enablement Infrastructure is mentioned below. The selected Bidder shall perform the maintenance services / warranty services as per the scope of work and period of the Agreement.

The Cloud Enablement Infrastructure will be provisioned at State Data Centre / Department's Data Center. UPLC has initiated the technology advancements process for implementing a Cloud based Service Delivery Model at SDC / Department's Data Center, so that the SDC / Department's Data Center's IT Infrastructure can be shared amongst multiple departments enabling them to Cloud technologies. Thus making the SDC as a Private Cloud operated for State and to be managed by UPLC as System Integrator (SI) through the Selected Bidder from this tender.

Following are the important characteristics of a well-managed cloud based service delivery model:

1. On-demand self-service
  - Line Departments can unilaterally provision computing capabilities
2. Broad network access
  - Capabilities are available over the network
  - Accessed through standard mechanisms
3. Resource pooling
  - Computing resources are pooled to serve multiple Line Departments
  - Location independence
4. Rapid elasticity
  - Capabilities can be rapidly and elastically provisioned
  - Create a cascading effect of improved efficiency in increasing the number of services to be offered by various departments due to on demand availability of infrastructure.
  - Departments can concentrate on their core competencies of providing related services.
5. Measured service
  - Resource usage can be monitored, controlled, and report
  - Create an IT governance mechanism within Uttar Pradesh as they leverage common / shared Platforms to speed up the process of service delivery

Selected Bidders shall Supply, Installation, Configuration, Testing and Support of components for Cloud Enablement. The successful Bidder shall do the supply, installation, configuration, testing and support. The selected Bidder would **provide the Warranty & Maintenance** for a period of **03 years** from the date of final acceptance of the cloud enablement components by the UPLC. The selected bidder shall 24x7x365 contact center and has to provide services on 24x7x365 basis.

The better and optimal utilization of the compute infrastructure and utilizing the same infrastructure amongst multiple applications, adoption of Cloud technology components in Data Center is required. This technology will also drive consolidation of IT resources resulting in power savings, which will be a significant step towards adopting green technologies. To address issues typically faced by different departments at the State, such as long IT infrastructure procurement cycles, underutilization of resources, need for dynamic Scalability, appropriate disaster recovery of applications and data, and for simplifying IT infrastructure provisioning & availability to the line departments, cloud based service delivery is needed to be leveraged in the Data Center.

These Cloud solution requirements would include all the necessary components/ modules, which are necessary to provide Infrastructure as a service to various line departments within the State as a Private Cloud to start with and have the capability of moving gradually to other delivery models like Platform-as-a-Service and Software-as-a-service. After having analyzed the infrastructure presently provisioned in the SDC and technology advancements required to make it Cloud enabled, following have been considered:

#### Cloud Enablement Infrastructure

- a. Server Virtualization Software with required security capabilities
- b. Cloud Enablement components
  - i. Self Service provisioning
  - ii. Automation & Orchestration
  - iii. Capacity Management
  - iv. Life Cycle Management
  - v. Catalogue and directory Maintenance
  - vi. Monitoring and Reporting
  - vii. Helpdesk

The following are steps for Cloud Implementation:

- Help foster a Private cloud based environment on limited set of servers to begin with while retaining traditional Data Centre hosting models. This will enable the UPLC to get exposure/confidence in building various levels of services that can be broadly classified into following categories:
  - Infrastructure as a Service (IaaS)
  - Platform as a Service (PaaS)
  - Software as a Service (SaaS)
- The services can be initiated with basic Compute Services (CPU, RAM, Storage, OS, and database) to the departments on demand basis along with a test and development environment. Once state develop confidence/maturity in operating cloud enabled environment, gradual migration of existing infrastructure and applications can happen on cloud.

While the Cloud solution is focused primarily on Infrastructure-as-a-Service, other services such as

Platform-as-a-Service (PaaS), Software-as-a-Service (SaaS) to be deployed by the State, are complementary and/or deployed on top of the basic Infrastructure-as-a-Service (IaaS) services and would be based on the maturity of the State. The current scope of work is to ensure a capable environment for future SaaS and PaaS implementation. Services complimentary to IaaS such as PaaS and SaaS would be taken up in the future through **third party tools**.

The solution shall be capable of enabling automatic scale-up and scale-down of services hosted in the cloud based on user demand or other factors, shall ease infrastructure management, shall be agnostic to the underlying hardware, storage, network, operating system, and hypervisor and shall support open format for virtual machine images. The solution needs to provide the ability for end customers to automatically provision the services via a Web Portal, provide metering and billing to provide service assurance for maintenance & operations activities performed by State teams. Detailed user level or user group level auditing, monitoring, metering, accounting, quota and show-back information is essential for building a platform.

The UPLC is looking for a solution approach and architecture based design principles from market leading cloud solution providers in providing a low-cost solution enabled through factors such as using commodity hardware and efficient operations to ensure a cost-effective, scalable, efficient e-Governance platform. The architecture needs to be scalable to meet future demand and provide sufficient levels of security and interoperability so that customers (internal and external) are comfortable having critical infrastructure hosted in a safe environment.

### **Supply, Installation, Testing & Commissioning, Knowledge Transfer and Support for Cloud Enablement Infrastructure**

The Selected Bidder shall also responsible for supply, installation, Commissioning, testing, knowledge transfer and Support for Cloud Enablement Infrastructure is mentioned below:

- a) Finalize the deployment architecture/layout with the UPLC / State Designated Agency / State Implementation Agency
- b) Procurement, supply, installation & commissioning of all the components & sub components including all necessary hardware & software as per the proposed solution. The Bidder has to ensure that the solution shall work as desired and the Bidder is also responsible to supply and install any other components that is inadvertently missed out but required for the overall solution to work, without adding any line item in the Bill of Material.
- c. Licenses for Cloud Enablement of additional infrastructure, as applicable, would be procured in the future.
- d. The Selected Bidder shall ensure to provide all upgrades, bug fixes and patches for the software related to the Cloud Enablement Infrastructure free of cost during the warranty period.
- e. The Bidder shall ensure that the products quoted are not "end of life" as on Bid Submission date. If in case the support for the product quoted has been stopped/ withdrawn till the time of delivery of equipment, the same will be changed with the superior product at no extra cost. The support including spares, patches, and upgrades for the quoted products shall be available for the entire project period.



f. The following basic services that SI has to provisioned & integrated w.r.t. Hypervisor and Cloud Software are given below:

- **Basic Services**

1. IaaS:

- Provision of Virtual Machines based on the requirement of the user department for new Hardware on Windows and RHEL (Latest versions also).
- Bare Metal Operating System Provisioning

2. IaaS:

- Storage
- Webserver for Hosting

- **Technical Specification**

1. Technical Specifications are given below: -

**Table-A**

<b>Hypervisor Specification</b>			<b>Compliance</b>
<b>Category</b>	<b>Sub Category</b>	<b>Features</b>	
<b>General</b>	<b>Market Position</b>	The OEM should be in the leader quadrant of Gartner Report from the last 3 years	
<b>Management</b>	<b>Central Management</b>	Hypervisor should support central management	
	<b>Type</b>	The Virtualization software should be based on hypervisor technology which sits directly on top of Hardware (Bare Metal)	
	<b>Virtual &amp; Physical</b>	Ability to use vendor management tools to manage virtual and physical (other than virtualisation hosts) infrastructure.	
	<b>RBAC / AD-Integration</b>	Role Based Access Control (granular user access control e.g. through integration with Active Directory)	
	<b>Browser Based Mgmt</b>	Ability to perform centralised management from a web browser (for platform independence, no local client install)	
	<b>Hypervisor Upgrades</b>	Centralized/integrated upgrade and patching mechanism for hosts associated with the virtualization environment (typically hypervisor hosts but also increasingly peripheral management hosts)	
	<b>Live VM Snapshot</b>	Ability to take a snapshot of a virtual machine while the guest OS is running (e.g. for roll-back or backup purposes)	
	<b>VM Template</b>	Ability to create and store master images and deploy virtual machines from them	
	<b>Backup Integration API</b>	Integration with 3rd party backup applications for backup of the virtual environment.	
	<b>Self Service Portal</b>	Self Service Portal and/or Service Catalog capabilities	
	<b>Orchestration / Workflows</b>	Ability to automate manual tasks using workflow engines	
<b>Security</b>	Integrated security functionality for virtual infrastructure including hypervisor security features		

	<b>Systems Management</b>	Systems management and instrumentation - methods of hardware alerting and monitoring and CLI based system management (local and remote).	
<b>VM Mobility</b>	<b>Live Migration of VMs</b>	Ability to migrate virtual machines between hosts without perceived downtime	
	<b>Migration Compatibility</b>	Ability to live migrate vms between different CPUs generations by masking out incompatible functions (with limitations); Clusters / resource pools were typically constructed using CPUs from identical processor families to ensure that the running machine state	
	<b>Maintenance Mode</b>	Ability to put host into maintenance mode which will automatically live migrate all virtual machines onto other available hosts so that the host can be brought shut down safely	
	<b>Automated Live Migration</b>	Integrated capability to automatically balance workloads across hosts detecting these constraints: (CPU-CPU, Mem:Memory, D: Disk i/o, N:Network i/o)	
	<b>Power Management</b>	Integrated Power Management features Ability to automatically migrate vms onto fewer hosts and power off unused capacity (hosts), wake systems back up when required	
	<b>Storage Migration</b>	Integrated ability to (ideally live) migrate virtual machine data (virtual disk files) to different storage e.g. for array upgrades/migration and I/O management	
<b>General Requirement</b>	<b>Consolidation Ratio</b>	Atleast 256 virtual Machine per physical host	
	<b>Memory - Host</b>	Hypervisor should support atleast 2TB of RAM	
	<b>vCPU per VM</b>	It should support 64vCPU per VM	
	<b>RAM per VM</b>	It should at least support 1TB RAM per VM	
	<b>Dynamic over comitting</b>	Ability to present more memory to virtual machines than physically available by dynamically (re)allocating memory to virtual machines when needed/reclaiming it when not needed in order to maximize consolidation ratios	
	<b>OVF Support</b>	Support for the Open Virtualization Format - an open (vendor independent) standard for packaging and distributing virtual appliances	
	<b>OS Support</b>	The Solution should be able to run various operating systems like windows client, windows server, Linux (Redhat, SUSE Linux etc) , Solaris x86, and any other open source (latest versions)	
	<b>Virtual CPUs</b>	The Software should have the capability to create Virtual Machines with required number of min 16 vCPUs per Virtual Machine.	
	<b>Optimum RAM Utilization</b>	The Solution should allow Virtual Machines consume RAM dynamically in such a way that if some of the VMs in Physical machine are not utilizing the RAM, this RAM can be utilized by some other VM in the same physical machine which has a requirement	
	<b>Cloud API</b>	APIs to interface with cloud management layers	
<b>Network &amp; Storage</b>	<b>Supported Storage</b>	Supported types of Storage (DAS: Direct Attached Storage, NAS: Network Attached Storage, FC: Fibre Channel, iSCSI, FCoE - Fibre Channel over Ethernet) & The hypervisor should support storages of HP, EMC, IBM, SUN, NetApp and Hitachi OEMs.	
	<b>Shared File System</b>	File System with ability for multiple host to access data concurrently (e.g. typically used for live migration)	
	<b>Boot from SAN</b>	Ability to boot Hypervisor from SAN (NAS: Network Attached Storage, FC: Fibre Channel, iSCSI), e.g. for	

		diskless systems	
	<b>Thin Disk Provisioning</b>	Ability to over-commit overall disk space by dynamically growing the size of virtual disks based on actual usage rather than pre-allocating full size.	
	<b>NPIV Support</b>	Support for NPIV (N_Port ID Virtualization) - the ability for a single fibre channel port to act multiple virtual ports by assigning multiple WWPNs, and therefore multiple N_Port_IDs to the physical N_Port. This allows for dedicated virtual HBAs to be assigned to individual vms. One of the main benefit is ability to provide storage Quality of Service QoS for individual virtual machines. NPIV requires the appropriate HW support (HBA and switches)	
	<b>Caching</b>	ability to provide local caching (typically read cache 'in memory' or on SSD to offload I/O from shared storage to local storage)	
	<b>Storage Integration API</b>	Should support storage integration capabilities	
	<b>NIC Teaming</b>	Should use NIC teaming on virtual switch level with various failover and load balancing policies	
	<b>VLAN</b>	Ability to create virtual LAN segments in order to isolate network traffic on the same physical network (IEEE802.1q)	
	<b>IPv6</b>	Should support IPv4 and IPv6	
	<b>Network QoS</b>	Ability to control Quality of Service for Network I/O of virtual machines	
	<b>Traffic Monitring</b>	Ability to monitor network traffic based on port mirroring	
	<b>VLAN Isolation</b>	The Solution should allow for creating virtual switches that connect virtual machines	
		The Solution should support VLAN isolation by supporting multiple networks per resource pool	
	<b>QoS</b>	The Solution should provide quality-of-service capabilities for storage I/O so as to ensure that the most important virtual machines get adequate I/O resources even in times of congestion.	

1. If the Respondent withdraws its proposal during the period of validity of the proposal as specified by the respondent on the Notice of Intent to submit proposal in response to RFP Notice
2. If the Respondent, having been notified of their empanelment fails or refuses to submit the required Empanelment Guarantee. We undertake to pay to the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will specify 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 and including 120 days after the period of proposal validity, and any demand in respect thereof should reach the Bank not later than the above date.

**Table-B**

Cloud Software Specifications			Compliance
	S. No.	Requirements	
<b>General Requirement</b>	<b>1</b>	The Solution should be capable of allowing applications to self-service compute, network and storage infrastructures automatically based on workload demand	

	<b>2</b>	The Cloud Software should support High Availability.	
	<b>3</b>	The Solution should be capable of decoupling applications and application infrastructure configurations in portable containers called images across various hypervisor technologies and hardware platforms.	
	<b>4</b>	Solution must provide automated provision compute services for virtualized as well as non-virtualized/physical infrastructure.	
	<b>5</b>	The tool should provide image library, where Software and server images can be maintained. Facilities should be there to import new server templates to the library and registering , so as to use the same for provisioning the new virtual servers	
	<b>6</b>	The Solution should be able to isolate and allow secure authenticated access to infrastructure services, Platform services & application services.	
	<b>7</b>	The Solution should be capable of orchestrating compute and storage resource placements based on flexible policies to maximize hardware utilization	
	<b>8</b>	The Solution should be able to abstract compute, network, and storage resources for the application and user self-service regardless of hypervisor, server, network and storage hardware	
	<b>9</b>	The Solution should Provide multi-tenancy to run cloud services (compute, network, storage etc) for multiple consumers on a single platform while dynamically and automatically managing the isolation of virtual machines into secure pools. This functionality should be exposed via API.	
	<b>10</b>	The solution must provide API reference, So as to aid in integrating with third party system/open standards and should be inter-operable with open stack technologies.	
	<b>11</b>	The Solution should be able to provide workload migration, orchestration, interoperability between private and public clouds (like auto-scaling, cloud-bursting)	
	<b>12</b>	The Solution must support standards-based REST and SOAP interfaces.	
	<b>13</b>	The Solutions should be able to manage wide variety of open source and proprietary Operating Systems	
	<b>14</b>	Solution should provide adapter framework and workflows, the solution should have open integration capability including SOAP, RESTful API's, CLI, Telnet, SSH, Powershell etc	
	<b>15</b>	The Solution should support open Format.	
	<b>16</b>	The solution should also be able to restrict usage of each tenant to defined values, else it would lead to control over-consumption and under consumption of resources	
	<b>17</b>	The cloud software OEM should be in the top 5 vendors as per IDC/Forrester/Gartner	
<b>Security Capabilities</b>	<b>1</b>	The Solution should offer Automated and Approval based Upgrades for Virtual and Physical Machines/Servers delivered through cloud infrastructure	
	<b>2</b>	The solution should provide firewall feature that is applied at virtual machines or Virtual datacenter(Perimeter and Virtual Network Interface)	
	<b>3</b>	The Solution must offer Identity, Authentication and Role based access to User Departments Infrastructure - Machines (Virtual or Physical), Application or Common	

		Services	
	4	The Solution must offer Policy based administration by putting User Departments' Machines (Virtual or Physical). in logical groups and apply relevant policies.	
	5	The Solution should have the ability to not just enforce policies but also track and report non-conformance	
	6	The Solution should generate reports on non-conformance and escalation for privileged access by unauthorized roles/ identities	
	7	The Solution should be able to secure communication between cloud framework and all target systems	
	8	The Solution should encrypt the communication between cloud framework and all target systems.	
<b>Service Portal Capabilities</b>	1	The Solution should provide a simple to use intuitive Web and experience Cloud Administrator and User Departments	
	2	The Solution should have self-service capabilities to allow Users Departments to log service requests	
	3	The Solution should use cloud helpdesk for logging call and maintaining escalation and in addition provide standard API for integration with existing helpdesk for maintaining record.	
	4	The Solution should be able to offer choice of various Service offering on multiple hypervisors (such as XEN , Hyper-V, VMware, KVM), with an option to select multi operating systems such as Windows 2008, 2012 RHEL / SUSE Linux, etc., VLAN , Storage and quickly compute associated price for the same as well as shows the deduction for overall Tenant approved infrastructure Quota	
	5	The Solution should have Service catalog listing availability of Cloud infrastructure like Virtual Machines, Physical Machines, Applications , Common Services offered by State Private cloud	
	6	The solution should enable multi-tenancy by integration with technologies such as perimeter protection, port-level firewalls, network address translation (NAT) and DHCP services offering virtualization-aware security, simplified application deployment and enforcing boundaries required by compliance standards.	
	7	The Solution should provide comprehensive service catalog with capabilities for service design and lifecycle management, a web-based self-service portal for users to order and manage services	
	8	The solution should provide an on-boarding mechanism for the new tenants ( Department) on the cloud infrastructure that automatically creates the tenant, the tenant administrators, allocates specific resources for the tenant like storage pools, server pools, S/W packages, network pools (including VLANs, DNS, IP address spaces, etc...)	
	9	The Solution should have the facility of Registration, Signup, Forgot Password and other standard pages (Profile, Billing or Contact information) and it should be able to integrate with LDAP solution.	
	10	The Solution should enforce password policies and allow to personalize the look & feel and logo on the user-interface panels	
	11	The Solution should be able to offer choice of various hardware profiles, custom hardware profile, Selection of	

	operating systems, VLAN, Storage	
12	The Solution should automate provisioning of new and changes to existing infrastructure (Virtual, Physical, Application or Common Services) with approvals	
13	The Solution should allow creation of library hosting various Operating System, that can be selected while creating new virtual servers	
14	The Solution should track ownership and utilization of virtual machines, Physical machines, applications and common services & resources.	
15	The Solution must provide the capability to support the following Service Request Types or reasons for contact:	
16	Provisioning/ Deprovisioning of Commuting Infrastructure - Virtual, Physical or Applications	
	Repair/ Upgrade (New, Cancellation, Change, Status Update) for the above infrastructure	
	Enquiry (New, Cancellation, Change, Status Update)	
	Customer Complaint (New, Cancellation, Change, Status Update)	
	Order (Feasibility, Provide, Cease, Change, Amend, Cancel, Reconnect, Status Update)	
17	The Solution should allow for implementing workflows for provisioning, deployment, decommissioning all virtual and physical assets in the cloud datacenter. It should offer graphical editor or web based features for composing and connecting workflows.	
18	The Solution should allow easy inventory tracking all the physical & virtual assets in the Private Cloud.	
19	The Solution should employ Role Level Access Control with the ability to central manage Roles and Identities according to LDAP based Identity Store	
20	The Solution should have the ability to manage Virtual Assets across the major multiple virtualization platforms (Microsoft, VMware, Xen, KVM) etc.)	
21	The Solution should have Show-Back (to check the usage patterns and reporting for the user department). and the same solution should have the capability to be updated into Charge-Back.	
22	The Solution should offer usage report by tenant, by region, or by virtual machine reporting usage of memory consumption, CPU consumption, disk consumption	
23	The solution should allow the users to schedule a service creation request in a future date/time; the solution should check if a request scheduled for a future time can be fulfilled and reject the request in case of projected resources shortage or accept the request and reserve the resources for that request,	
24	The Solution should have web based interface for administration & monitoring and has capability of accessing the interface through internet in secured manner.	
25	The Solution should have the ability generate customized reports as well as the native ability to export to common formats	
26	Whenever the Charge Back mechanism is enabled, the Solution must satisfy the following requirements:	
	- The Solution should support different cost models like allocated or reserved cost per virtual machine. It should also allow tracking usage of resources	

		- The Solution should allow mixing of different cost model/ policies	
		- The Solution should have the ability to charge differently for different level of services	
		- The Solution should support cost calculation of shared/ multi-tenant application	
	<b>27</b>	The Solution should provide service catalog with capabilities for service offering design and lifecycle management, a self-service portal for users to order and manage services.	
	<b>28</b>	The solution must allow for Infrastructure (IaaS) , Platform (PaaS) and Software-as-a-Service (SaaS) provisioning without the need to add additional cloud license.	
	<b>29</b>	The tool should be capable of sending automated email notifications and should integrate with already existing solution.	
<b>User Department Requirement</b>	<b>1</b>	The user department should be able to view the list of subscribed services along with the service attribute w.r.t infrastructure, platform & applications	
	<b>2</b>	The User Departments should be able to select between a managed infrastructure or an unmanaged infrastructure. (e.g. who will manage the Patch Updates on virtual machines)	
	<b>3</b>	The Solution should allow User Departments to delegate user services to others on their team	
	<b>4</b>	The User Department should be able to allocate, monitor, report and upgrade allocated capacity	
	<b>5</b>	The Solution should give User Department capability to view logged, Queued , Assigned solved or Resolved queries	
	<b>6</b>	The Solution should allow selecting various Operating System as well as option of Installing additional software's on the provisioned Virtual Machines to User Department while Requesting for provisioning of new virtual servers from Self-service GUI	
	<b>7</b>	The User Department should be able to report Department's allocated Quota, Used Quota and balance Quota of infrastructure capacity	
	<b>8</b>	The User Department should be able to generate consumption reports for Department's cloud infrastructure (Virtual, Physical, Application or Common Services)	
<b>Private Cloud Administrator Requirement</b>	<b>1</b>	Administrators should be able to automatically scale and/or manage resources unilaterally (as also termed in the NIST definition) for tenant services without manual intervention as and when required by the SLA requirements of the service	
	<b>2</b>	The Cloud Automation framework should provide capability for Role based Access for performing specific tasks	
	<b>3</b>	Private Cloud Administrators should be able to easily configure, deploy, and manage services through a highly intuitive service-centric interface, while using a library of standard templates	
	<b>4</b>	Private Cloud Administrators should be easily be able to take resources offline and online	
	<b>5</b>	Private Cloud Administrators/Application Owners should be able to create, manage, services using a web-based interface that presents a customized view of resources	

		based on role in the organization as well as capability to import of new service templates into the catalogue.	
<b>Capacity Management</b>	<b>1</b>	The Solution should be able to determine how many more virtual machines can fit the environment	
	<b>2</b>	The Solution should identify idle, underutilized capacity to provide inputs to the capacity management function such that informed decisions can be taken	
	<b>3</b>	The Solution should support to identify and determine optimum sizing and placement of virtual machines	
	<b>4</b>	The Solution should provide forecast reports demonstrating forecasted utilization	
	<b>5</b>	The Solution should support all of the following modeling scenarios: Physical to Virtual, Virtual to Virtual, Virtual to Physical, Virtual to private Cloud, and Test to Production	
	<b>6</b>	The Solution should provide a mechanism to automatically assess high volumes of workloads and determines optimal placement on virtual machines across the enterprise's shared resource pools	
	<b>7</b>	The Solution should be able to utilize existing investment in tools/ Functionality and extend these to virtual environment as well, which are available from leading vendors like BMC, CA, IBM, HP and Microsoft	
<b>Process Automation</b>	<b>1</b>	The Solution should demonstrate a way to comprehensively model cloud datacenter process end to end across multiple Vendors software and hardware thus enforcing Operational Best Practices and Procedures	
	<b>2</b>	The Solution should be integrated to existing ITIL Service Support Areas functions including but not restricted to Event Management, Incident Management, Request fulfillment, Problem Management, Access Management	
	<b>3</b>	The Solution should allow automating best practices, such as those found in Information Technology Infrastructure Library (ITIL) through workflow processes that coordinate management tools to automate incident response, change and compliance, and service-lifecycle management processes	
	<b>4</b>	The Solution should have capabilities to create workflows to automate common admin challenges	
	<b>5</b>	The Solution should have the ability to develop highly customized workflows and easy user interface.	
	<b>6</b>	The Solution should have web based interface	
	<b>7</b>	The Solution should offer Automated and Approval based Upgrades for Virtual Machines delivering cloud infrastructure	
<b>Integration Capabilities</b>	<b>1</b>	The Solution should be able to create processes across multiple vendors' software and hardware	
	<b>2</b>	The Orchestration Solution should be open and interoperable and has rich integration capabilities that support interfaces from command line interface and web services	
	<b>3</b>	The Solution Should have ability to integrate with third party modules Webservices and terminal services like ssh/telnet etc.	
	<b>4</b>	The Solution should provide resource-level operations across compute resources (IBM, Cisco, HP, Dell, Oracle and/or other hardware), hypervisors (VMware, Xen, Hyper-V, KVM), storage resources (EMC, Netapp,	



		IBM,HP,Oracle), and network resources (3Com, Cisco, Juniper). It should support provisioning for multiple platforms including Windows, Linux, & ESX on x86 (32 and 64 bit)	
	5	The Solution should provide capability for orchestrating tasks across systems for consistent, documented, compliant activity	
	6	The Solution should possess capabilities to extent resource & cloud fabric management onto other Private Clouds	
	7	The Solution should be able to move identified workloads to another private cloud	
	8	The Solution should be able to audit and monitor execution of processes and report on violations against the same	
	9	The various participating HW & SW components in the Data Center process as modeled by the solution should be easily manageable by this Orchestration layer	
	10	The Solution should be able to accelerate adequate utilization of subsystems (not limited to but including) the backup solution, the service manager/helpdesk module, the operations modules, the virtual asset provisioning modules etc.	
	11	Proposed Cloud Service Catalog should integrate with existing service desk system for workflow approvals while user request for provisioning in cloud environment. For example a user logs into the Cloud self-service Catalog chooses the relevant and appropriate VM/Service base on his identity, the request should go to the approving manager by integrating with existing Service Desk and email systems. Thereafter the approving manager approves the request the workflow should trigger through the Service Desk and Self Service Cloud Catalog and finally to the provisioning engine that finally does the provisioning.	
<b>Monitoring Capabilities</b>	1	The Solution should be able to monitor User Department Virtual Resources independent of the platform & solution/service they are running	
	2	The Solution should be able to monitor key performance characteristics of the virtual resource (OS, Memory, Storage, Network etc.)	
	3	The Solution should monitor all the critical operating system level services and should check for their status like running, not running, paused. In addition, deviations from a defined Configuration should be detectable and reported	
	4	The Solution should give User Department ability to select performance counters and duration for which they want to view the performance data	
	5	The Solution should have the mechanism to store the historical data for problem diagnosis, trend and analysis	
	6	The Service level dashboard provided with the Solution should have a web based interface	
	7	The Solution should be able to send the reports through e-mail to predefined user with pre-defined interval	
	8	The Solution should trigger automated actions based on incoming events / alerts	
	9	The Solution should provide a Knowledge base to store history of useful incident resolution	

	<b>10</b>	The solution should provide automated workflow system that allows admins to associate workflows created in Orchestrator layer with alerts generated due to operational issues.	
	<b>11</b>	The solution should provide capability to automatically analyze monitoring data to be expressed as health, risk and efficiency measures that enable IT to detect potential issues in the environment and also provide capacity analytics which can identify over-provisioned resources so they can be right-sized for most efficient use of virtualized resources.	

**Table-C**

S.No	Item	Specification	Compliance
1	<b>Blade Server</b>	Dual socket blade (half height) with 8 Core 2.4 Ghz with 16MB Cache or higher The bidder may propose higher configuration within 95Watt processor consumption from latest series.	
		64bit OS support: Virtualization Software / Microsoft® Windows Server 2003/2010/2012, Enterprise Edition / Red Hat® Enterprise Linux 5 & 6 AS / SUSE® Linux Enterprise Server 10/Unix	
		Memory (RAM) Low Voltage: Min. 512 GB@ 1600 Mhz scalable to min 50% or more without additional slots within the blade.	
		Processor should be latest series/generation for the server model being quoted	
		RAID controller with RAID 0/1/5	
		HDD: 2 x 300 GB 10 K RPM SAS/SSD HDD or higher	
		The server should have at least 2 I/O (FC/Ethernet/FCoE) modules, so that Network Storage I/O can be used in Redundant mode.	
		It should Provide aggregate I/O bandwidth of 2x10 Gb Eth, 2x8 Gb FC or 4x10 Gb CNA per server.	

**Table-D**

<b>Blade Chassis</b>			
<b>The blade solution should be capable of accommodating the min 8 blade server in a single chassis with redundant power supply options</b> <i>*Preference will be given to those bidder/OEM who can accommodate maximum number of blade servers in single rack within the power consumption of 6.5 KVA at 90% peak load.</i>			<b>Compliance</b>
S.No	Specification		
1	Blade chassis shall be 19" Electronic Industries Alliance Standard Width rack mountable and provide appropriate rack mount kit.		
	KVM Management should be integrated in Remote Management Controller or Single console for all blades in the enclosure or KVM Module		
	Should have passive mid-plane/back-plane architecture		
	The enclosure should be populated fully with power supplies of the highest capacity available with the vendor. Power supplies should support N+N as well as N+1 redundancy configuration, where N is greater than 1		

	The enclosure should be populated fully with power supplies of the highest capacity & energy efficiency of a minimum of 90%.	
	Dual end-to-end redundant Network connectivity for each blade.	
	The chassis must have Server side FCoE connectivity in case vendor is quoting Converged Network Adapter on to the blade server. <ul style="list-style-type: none"> <li>• The chassis must have Server side 10 Gig Ethernet connectivity and 8 Gig Fiber Channel connectivity in redundancy in case vendor is quoting separate 10 G Ethernet NIC and 8 Gig FC HBA on to the blade server.</li> <li>•The vendor needs to provide additional / external Network (10 Gig )and FC Fabric switches (8 Gig) or converged switches in case they are proposing Pass-Thru modules in the solution.</li> </ul>	
	Chassis should provide uplink dual ports for FC / Lan connectivity for each blade server of 20 Gbps in redundancy.	

**Table-E**

Rack Server Specifications		
S. No.	Specifications	Compliance
1	2 * Quad Core x86 Processor, speed should be of Minimum 2.3 GHz	
2	64bit OS support for Operating Systems	
3	Memory (RAM): Min. 256 GB scalable to 512 GB	
4	Processor shall be latest series/generation for the server model being Quoted	
5	RAID controller with RAID 0/1 with 256 MB cache	
6	2 x 146 GB 10K or higher RPM hot plug SAS HDD	
7	The server shall be stateless to support network virtualization and should be capable of supporting virtualization software	
8	Atleast 2 x 10/100/1000 Mbps Ethernet ports and 2 HBA cards with necessary ports, interfaces and cables for the solution to work.	
9	Ports Rear: Two USB ports (Ver 2.0); RJ-45 Ethernet; keyboard and mouse; Front: One USB (Ver 2.0)	
10	Optical / diskette: 8X / 24X slim-line DVD ROM drive	
11	Security: Power-on password / admin password / unattended boot / selectable boot / boot without keyboard	
12	Redundant, hot swappable, power and cooling units	
13	It shall provide Secure Sockets Layer (SSL) 128 bit encryption and Secure Shell (SSH) Version 2 and support VPN for secure access over internet.	

**Table-F**

Top of the Rack Switch		
S. No.	Specifications	Compliance
1	Rack Mountable	

Mountable in standard 42U rack	
Switch shall be modular to be able to accommodate more number of ports in future for scalability	
48x10 Gig SFP+ ports out of which atleast 16 Ports supports FCoE connectivity.	
Switch should support complete FCoE standard including multihop FCoE, FCF, DCB Standards.	
At least one console port for CLI based configuration	
Switch fabric should have a non blocking architecture	
All ports should work at line rate performance	
IEEE 802.3ad support required	
Link Aggregation Control Protocol (LACP) to aggregate 4x10 Gbps i.e. 40Gbps uplink to the Core LAN Switch	
SSH v2,SNMP v1/v2c/v3, IGMP, RMON I, VLANs, GUI, Web based interface	
Compatibility with network mgmt. with auto discovery & management	
Manageability on per port basis	
RADIUS support	
Quality of Service: The switches should support the aggregate QoS model by enabling classification, policing/metering & marking functions on a per-port basis at ingress and queuing/scheduling function at egress	
The switches should support QoS classification of incoming packets for QoS flows	
Support for rate limiting with granularity of traffic flows	
TFTP & NTP Support	

**Table-G**

Application switch		
S.no:	Specifications	Compliance
1	Rack Mountable	
2	Mountable in standard 42U rack	
3	48 ports, 10/ 100/1000 Base auto-sensing with 2 Nos. SFP slots	
4	populated with 2 Nos. of SFP	
5	At least one console port for CLI based configuration	
6	Switch fabric shall have a non blocking architecture	
7	All ports shall work at line rate performance	
8	IEEE 802.3ad support required	
9	Link Aggregation Control Protocol (LACP) to aggregate up to 4 x 1 Gbps	
10	SSH v2,SNMP v1/v2/v3, IGMP, RMON, VLANs, GUI, Web based interface	
11	Compatibility with network management with auto discovery & management	
12	Manageability on per port basis	
13	Per-port broadcast, multicast, uni-cast storm control to prevent faulty end stations from degrading overall systems performance	
14	802.1x support	
15	RADIUS support	
16	MAC address based port level filtering support	
17	Quality of Service: The switches shall support the aggregate QoS model by enabling classification, policing/metering & marking functions on a per-port basis at ingress and queuing/scheduling function at egress	
18	The switch shall support QoS classification of incoming packets for QoS flows based on Layer 2, Layer 3, and Layer 4 fields	
19	The switch shall support identification of traffic based on Layer 3 ToS field – DSCP values	

20	Support for rate limiting with granularity of traffic flows	
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## SECTION IV

## Instructions to Bidders

## Section IV- Instructions to Bidders

### 1.1. 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. Technical Bids will be electronically opened at **06:00 PM on 18<sup>th</sup> September 2013** in UPLC. 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.

- 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.

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



the bidder and then the documents are encrypted/locked electronically 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.

#### **b. 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.

#### **c. 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.

#### **d. Documents Comprising the Bids**

The Proposal shall have Two Cover System for this RFP:

- i. Technical Bid – Fee Details includes copies of e-tender document processing Fee/cost and e-Bid Security/ Earnest Money Deposit (EMD) furnished in PDF format and Qualification Details includes copies of required documents as per Qualifying Criteria in PDF format justifying that the bidder is qualified to perform the contract if his/her bid is accepted and that the bidder has financial, technical and production capability necessary to perform the contract and meets the criteria outlined in the Qualification Requirement and fulfill all the conditions of the Contract and that the Cloud Enable Infrastructure and ancillary services to be supplied by the bidder conform to the e-Bid document and Technical Specifications.
- ii. Commercial Bid - includes Price Schedule/BOQ in XLS format to be filled in after downloading from the e-Procurement website for this e-tender.

Proposal submitted by the Bidder shall comprise the following:

- a. Proposal covering letter and Technical Documents as prescribed in the **Section VI** of this RFP.
- b. Commercial proposal (Commercial Bid Covering Letter along with the price bid) as specified in **Section VII** of this RFP.
- c. Technical Data Sheet of Cloud Enablement offered, should be submitted along with the Technical Bid.
- d. Any other information that is required to be submitted in the proposal process.

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

- a. A board resolution authorizing the signatory on the behalf of Bidder to sign/execute the proposal as a binding document and also to execute all relevant Agreements forming part of RFP.

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.**

#### **e. 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.
- 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/Government of Uttar Pradesh, to the selected Bidder for completion of the contractual obligations by the selected Bidder under the Agreement, subject to the terms of payment specified in the Agreement. The price would be inclusive of all taxes, duties, charges and levies as applicable.
- 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.

#### **f. Bid Currencies**

Prices shall be quoted in Indian Rupees (INR).

#### **g. Bidder Qualification**

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

#### **h. Bid Security (Earnest Money Deposit)**

- a. Bidders shall submit, along with their Bids, Bid security or Earnest Money Deposit (EMD) of INR 5,00,000 (Rupees Five Lacs Only), in the form of a Demand Draft/Banker's Cheque in favour of "U.P. Electronics Corporation Limited" payable at Lucknow or Bank Guarantee of Scheduled Bank in favour of "U.P. Electronics Corporation Limited" valid for a period of one year. EMD in any other form will not be entertained. Please refer Annexure-1 for the Bank Guarantee format.
- b. The EMD of all unsuccessful Bidders would be refunded by UPLC. The Bid security, of the successful Bidder would be returned upon submission of Performance Guarantee.
- c. Bid without adequate Bid security/EMD shall be rejected without providing any opportunity to the Bidder concerned.

#### **i. Bid Validity Period**

- a. The proposals shall be valid for a period of Six (6) calendar months from the date of submission of Bids. A proposal valid for a shorter period may be rejected as non-responsive. On completion of the validity period, unless the Bidder withdraws his proposal in writing, it will be deemed to be valid until such time that the Bidder formally (in writing) withdraws his proposal.
- b. In exceptional circumstances, at its discretion, **UPLC** may solicit the Bidder's consent for an extension of the validity period. The request and the responses thereto shall be made in writing

(or by fax or email).

#### **j. Local Conditions**

- a. It will be incumbent upon each Bidder to fully acquaint himself with the city/local Data Center conditions and other relevant factors for installation of **Cloud Enablement Infrastructure**, 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.

#### **k. 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.

#### **l. Opening of Bids**

##### **i. Opening of Technical Bid**

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

##### **ii. 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.

### **iii. 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.

### **iv. 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 [TTEC] will examine the Bids to determine whether they are complete, whether the Bid format conforms to the RFP requirements, whether documents have been properly signed, and whether the Bids are generally in order
- b. The Bidder needs to strictly adhere to the formats provided in section VI and provide information against each of the line items. Any non-conformance shall constitute a deviation from RFP conditions.
- c. 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.

### **v. 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 – VIII). 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 Empanelment of OEM for Cloud Enablement Infrastructure including maintenance warranty for 03 years inclusive of all the accessories mentioned in the specific conditions of the RFP.
- e. Financials Offered shall be in Indian Rupees. Price should be quoted for successful supply and installation of the Rate Contract for Cloud Enablement Infrastructure including maintenance warranty including 03 years warranty period also.
- 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.

#### **vi. Comparison of Financial Bids**

- a) The TIA will evaluate the financial rates of individual items quoted in the price schedule/BOQ of e-Bids of those bidders whose technical-e-Bids are found responsive as per the conditions of the e-tender only. The prices quoted for the equipment proposed to be supplied under the contract by the Bidder shall in no case, exceed the lowest price at which the Service Provider sells the Cloud Enable Infrastructure or offers to sell items of identical description to any person/organizations, Central or State Government Departments etc as the case may be, till the signing of the Contract. Moreover, after adding UPLC's Institutional Charges over and above the prices quoted by the Bidder, the prices of the equipment should not exceed their MRP.
- b) The commercial quotes of the **Lowest** Bidder from the each items (representing rows) of Table (please refer Section VII for Table formats) shall be notified as L1. In case L1 offers to execute the work as per Scope of Work specified in the RFP, the Tender Evaluation Committee [TEC] then shall have the rights to give the order to the L1.
- c) 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 projects and are liable for legal action by UPLC/UPLC.

#### **m. Award of Criteria**

- a) The TIA will determine to its satisfaction whether the bidder(s) that is selected for all or some items for empanelment has responsive e-Bid and meets the criteria specified RFP and is qualified to perform the contract satisfactorily.
- b) The TIA will empanel the eligible bidders for some or all items by awarding the Contract whose e-Bid has been determined to be responsive to all the conditions of the Contract and meeting the Technical Specification and Qualification Requirement of the e-Bid Document.
- c) If at any time during the said period, the Bidder reduces the sale price, sells, or offers to sell such Cloud Enable Infrastructure to any person/organization, Central or State Government Departments etc as the case may be, at a price lower than the price chargeable under the

contract, the Bidder shall forthwith notify such reduction, or sale or offer to sell to the UPLC and the price payable under the contract for the supply of material after the date of coming into force of such reduction or sale or offer to sell, shall stand correspondingly reduced.

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

a) UPLC reserves the rights in consultation with the end-customer to effect changes within the general scope of the Contract in any one or more of the following:

- i. technical specifications of the systems and Cloud Enable Infrastructure to be furnished under the Contract are to be specifically designed and manufactured as per requirement of UPLC for supply to end-customer;
- ii. the method of transportation or packing;
- iii. the place of delivery; and/or
- iv. the Services to be provided by the Bidder/supplier.

b) If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within seven (7) days from the date of the Supplier's receipt of the Purchaser's change order.

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

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

**n. Negotiation**

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

**o. 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.

**p. 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.

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

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

- a. UPLC reserves the right to vary the quantity of equipment / software.
- b. If any such change cause an increase or decrease in the cost of or the time required for the Bidder's performance of any part of the work under the Agreement, whether changed or not changed by the order, an equitable adjustment shall be made in the Agreement Value or time schedule, or both, and the Agreement shall accordingly be amended. Any claims by the Bidder for adjustment under this Clause must be asserted within thirty (30) days from date of the Bidder's receipt of UPLC's order for change.

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

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



## **s. Notification of Award**

### **i. 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.

### **ii. Signing of Agreement**

At the same time as UPLC notifies the successful Bidder that its proposal has been accepted and UPLC shall enter into an Agreement with the successful Bidder.

### **iii. Discharge of Bid Security**

Prior to signing of the Agreement, UPLC shall promptly request the Selected Bidder to provide Performance Guarantee pursuant to this RFP. 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.

## **t. 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.

## **u. 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 - 2**, payable on demand, for the due performance and fulfillment of the Agreement by the Bidder.
- b. The Performance Guarantee may be submitted as Demand Draft/Banker's Cheque from a Scheduled Bank.

- c. This Performance Guarantee shall be for an amount equivalent to **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 the warranty period. Subject to the terms and conditions in the performance Bank Guarantee, at the end of 6 months of completion of warranty, 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.

#### **v. 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.

#### **w. Rejection Criteria**

- a. The proposal of a Bidder is liable to be disqualified in the following cases or in case Bidder fails to meet the bidding requirements as indicated in this RFP:
- i. Proposal not submitted in accordance with the procedure and formats prescribed in this document.
  - ii. During validity of proposal, or its extended period after last date and time for submission of Bids, if any, the Bidder increases the quoted prices.
  - iii. The Bidder qualifies the proposal with his own conditions.
  - iv. Proposal is received in incomplete form.
  - v. Proposal is received after due date and time.
  - vi. Proposal is not accompanied by all the requisite documents.
  - vii. Information submitted in qualification proposal is found to be misrepresented, incorrect or false, accidentally, unwittingly or otherwise, at any time during the processing of the Agreement\_(no matter at what stage) or during the tenure of Agreement including the extension period if any.
  - viii. Commercial proposal is enclosed in the same envelope as Qualification Proposal.
  - ix. Bidder tries to influence the proposal evaluation process by unlawful means at any point of time during the Bid process.
  - x. In case any Bidder submits multiple proposals or if common interests are found in two or more Bidders, the Bids are likely to be disqualified, unless additional proposals/Bids are withdrawn immediately upon conflict of interest.

- xi. Bidder fails to deposit the Performance Guarantee prior to signing of the Agreement or fails to enter into an Agreement within 15 working days of the date of Letter of award of Contract (LOI) or within such extended period, as may be specified by UPLC.
- b. Bidders may specifically note that while evaluating the proposals, if it comes to UPLC's knowledge expressly or implied, that some Bidders may have colluded in any manner whatsoever or otherwise joined to form an alliance resulting in delaying the processing of proposal then the Bidders so involved are liable to be disqualified for this Contract as well as for a further period of three years from participation in any of the tenders floated by the UPLC/GoUP.
- c. UPLC will reject a proposal for award if it determines that the Bidder recommended for award, or any of its personnel, or its agents or, Vendors and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the Contract in question;

#### **x. 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.

#### **y. Insurance**

For delivery of Cloud Enable Infrastructure at site, the insurance shall be obtained by the supplier at their cost of the entire value of the Cloud Enable Infrastructure from warehouse of the supplier to the final destinations of installation defined as project site on "All Risks" basis. It will be the sole responsibility of the supplier to file the claim, if any, with the Insurance Company immediately after delivery of Cloud Enable Infrastructure at project sites occurrence of any eventuality.

#### **z. Transportation**

The Supplier is required under the Contract to transport the Cloud Enable Infrastructure to the specified destinations within U.P/other location, as required, defined as Project sites.

#### **aa. Incidental Services**

All the incidental costs e.g. On-site delivery & satisfactory installation of all the items and/or LAN/WAN/Networking as per purchase order; Furnishing all the manuals as per purchase order to the project sites; and Maintenance and repair of the equipment at each location during the comprehensive warranty period including the cost of all spares shall be deemed to be included in the Contracted Value with the Service Provider and the Service Provider should provide such services without claiming for any extra charges for it.

**bb. Spare Parts**

Supplier shall ensure sufficient inventory of spares for smooth functioning of the Systems. Supplier shall ensure the availability of all spare parts for after sale service support for a period of at least five years including the onsite comprehensive warranty period of the items.

**cc. Warranty and maintenance Services**

- a) The Bidder/suppliers shall be responsible for providing technical support for the successful running of the equipments/systems so deployed as per the approved project during the period of Warranty (one year or otherwise specifically mentioned in the end-customer's order, from the date of its successful installation).
- b) The Bidder/suppliers shall be required to provide maintenance support of the equipments etc, provided to the client, under the Specific Job awarded to the Bidder/supplier, for the period mutually agreed upon with the client.
- c) It shall be the responsibility of the Bidder/supplier to procure the equipments and other items from the OEM with warrantee support from them. The Bidder/supplier shall submit an undertaking that they shall be deploying the required manpower/representative (with list of manpower with their telephone numbers that may be given to the client department) to be deployment/posted at the locations required in the project/ required by the client department for smooth services during implementation and warranty period.
- d) The Bidder/supplier warrants that the Cloud Enable Infrastructure supplied under the Contract are new, unused, of the most recent or current models and the developed system is based on the latest technologies and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Bidder/supplier further warrants that all Cloud Enable Infrastructure supplied under this Contract shall have no defect arising from design materials or workmanship or from any act or omission of the Bidder/supplier that may develop under normal use of the supplied Cloud Enable Infrastructure in the conditions prevailing in the country.
- e) The warranty shall be on-site comprehensive for all the equipments, parts and components (excluding consumable items). The period of warranty shall be considered from the date of successful installation and acceptance of Cloud Enable Infrastructure or 3 months more than warranty period from the date of delivery at project sites, whichever occurs earlier for all the items. The Bidder/supplier shall in addition comply with the performance guarantees specified under the contract. If for reasons attributable to the Bidder/supplier, these guarantees are not attained in whole or in part, the Bidder/supplier shall, make such changes, modifications and or additions to the Cloud Enable Infrastructure or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests.

- f) The UPLC shall promptly notify the Bidder/supplier in writing of any claims arising under this warranty.
- g) During warranty period, the defective item or component shall be replaced or repaired whatever required, by the Bidder/supplier or the service centre authorised by the Bidder/supplier, to the satisfaction of the user departments. Period for correction of defects in the warranty period is 48 hrs.
- h) The Bidder/supplier shall guarantee a 98% uptime of equipment, and all other related items..

If any items give continuous trouble say two times in one month during the warranty period, the Bidder/supplier shall replace those items with new one without any additional cost to UPLC/end-customer.

**dd. Conduct**

- a) Relationship with other Bidder/supplier: Dealings with other Bidder/suppliers must be conducted in a positive and professional manner and in utmost courtesy and fairness; property rights, work results, confidential data and vendor/client relations of Bidder/suppliers ought to be respected; and no engagement in harmful, disappearing or predatory tactics will be entertained.
- b) Relationship with Principals: Bidder/suppliers shall represent Principals in a fair and business like manner in accordance with their contract, their property and other rights; and provide full and accurate business records.
- c) Relationship with Employees: Bidder/suppliers shall strive to employ high caliber staff and offer fair and equal opportunities for growth and development. Relevant training and constant upgrading of the employees has to be provided in line with job responsibilities. Also, employees have to be informed of their obligation to keep important data confidential. And of the fact that any professional misconduct constituting of unauthorized disclosure of confidential nature or violation of copyright laws will cause employers to take disciplinary action.
- d) Relationship with Public: Bidder/suppliers shall promote effective use of Information Technology as an instrument for social and economic good and act as good corporate citizens and fulfill their responsibilities to the community.
- e) Intellectual Property Protection: Bidder/suppliers shall neither use nor encourage the use of Pirated Software in their own and their client's organizations. All Software and other related Software Products must be Original, Licensed and Genuine and must conform to the norms and guidelines of Information Technology (IT) Act, 2000 and its amendments from time to time, failing which the empanelment of Bidder/suppliers will automatically stand terminated.

**ee. Use Of Documents And Information**

The Bidder/Supplier shall not, without UPLC's prior written consent, disclose any document containing specification, plan, drawing, pattern, sample or information furnished by or on behalf of end-customer in connection therewith to any person other than a person employed by the Bidder/Supplier in the performance of the allotted job. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purpose of such performance.

**ff. Force Majeure**

Notwithstanding the provisions of conditions of contract, the Bidder/supplier shall not be liable for forfeiture of its Performance Bank Guarantee, liquidated damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

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

**gg. Settlement of Disputes**

If any dispute or difference of any kind whatsoever arises between the UPLC and the Bidder/supplier in connection with or arising out of the Contract both the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

If, the parties have failed to resolve their dispute or difference by such mutual consultation within 30 (thirty) days,, then aggrieved party may give notice to other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.

Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods and services under the Contract.

**hh. Arbitration**

In case of dispute or difference arising between the UPLC and the Bidder/supplier relating to any matter arising out of or connected with the award of contract, such dispute or difference shall be referred to Sole Arbitrator, the Principal Secretary/ Secretary, IT & Electronics Department, Govt of U.P. or its nominee, to decide the dispute both in case of foreign supply as well as Indian supply. The provision of Arbitration and Conciliation Act, 1996 shall apply.

Arbitration proceedings shall be held at Lucknow, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be in English or Hindi.

The decision of the Sole Arbitrator or its nominee shall be final and binding upon both parties. The cost and expenses of arbitration proceedings will be paid as determined by the Arbitrator. However the expenses incurred by each party in connection with the preparation, presentation etc. of its proceedings shall be borne by each party itself.

Notwithstanding any reference to arbitration herein.

- (a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
- (b) the UPLC shall pay the Bidder/supplier any money due to the Bidder/supplier.

All disputes shall be subject to the jurisdiction of the Courts at Lucknow only.

**ii. Limitation of Liability**

Except in cases of criminal negligence or willful misconduct, and in the case of Infringement

- (a) the Bidder/supplier shall not be liable to the UPLC/end-customer, whether in contract tort, or otherwise, for any indirect or consequential loss of damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Bidder/supplier to pay liquidated damages to the UPLC; and
- (b) the aggregate liability of the Bidder/supplier to the UPLC/end-customer, whether under the Contract, in tort or otherwise, shall not exceed the total value of items ordered under this Contract provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

**jj. Governing Language**

The Contract shall be written in English or Hindi language. Subject to condition of contract, English language version of the Contract shall govern its interpretation. All correspondence

and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same languages.



**SECTION V**

**General Conditions of  
Agreement**

## Section V – General Conditions of Agreement

### a. Form of Agreement

This AGREEMENT (hereinafter called the "Agreement") is made on the \_\_\_\_\_, 2014, 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 Empanelment of OEM for Cloud Enablement Infrastructure 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 Empanelment of OEM for Cloud Enablement Infrastructure** and issued a Request for Proposal (RFP) dated **18/04/2014**.
- 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 3 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 Cloud Enable Infrastructure 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 Agreement:
  - (a) Annexures of the Agreement
  - (c) 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.

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)

## b. 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 Empanelment agreement with UPLC will be executed for finalizing of **Rate Contract for Cloud Enablement Infrastructure** 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 lowest one price for empanelment, which shall payable to the Bidder after confirming the orders from Government under the Agreement for the full and proper performance of its contractual obligations.
- v. "**Bidder**" shall mean an Individual Company registered under the Companies Act, 1956 as defined in this document which participates in the Bidding process.
- 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. "**UPLC**" shall mean U.P. Electronics Corporation Limited
- viii. "**Day**" means calendar day.
- ix. "**Deliverables**" means the products, 03 years comprehensive warranty services agreed to be delivered by the Agency in pursuance of this Agreement as defined in the RFP. The Support will be required wherever expiry of Warranty period of Cloud Enable Infrastructure.
- 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. "**Cloud Enablement Infrastructure**" means **Hypervisor and Cloud Software for this RFP**.
- xiv. "**Personnel**" means professionals and support staff provided by the Bidder and assigned to perform services or any part thereof."
- xv. "**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.

- xvi. **“Project”** shall mean **Empanelment of OEM for Cloud Enablement Infrastructure** at the sites of UPSDC / Department’s Data Center along with **3 years of comprehensive warranty** under the scope defined in RFP.
  - xvii. **“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.
  - 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; Government Departments of Uttar Pradesh 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.
- b. References to any statute or statutory provision include a reference to that statute or statutory provision as from time to time amended, extended, re-enacted or consolidated and to all statutory instruments made pursuant to it.
  - c. Words denoting the singular shall include the plural and vice versa and words denoting persons shall include firms and corporations and vice versa.
  - d. The headings and use of bold type in this Agreement are for convenience only and shall not affect the interpretation of any provision of this Agreement.

### **c. 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.

#### **d. 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.

#### **e. 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 **Empanelment of OEM for Cloud Enablement Infrastructure** with 3 years of comprehensive warranty and maintenance. 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.

#### **f. Duration of the Agreement**

This Agreement shall come into effect on \_\_\_\_\_2014 (hereinafter called the "Effective Date") and shall continue up to the completion of 3 years of warranty period, 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.

#### **g. Performance Guarantee**

Within 15 (fifteen) days after the receipt of notification of award of the work (Letter of Intent) from UPLC the successful Bidder shall furnish performance guarantee to UPLC which shall be equal to 10% of the value of the Agreement and shall be in the form of a Bank Guarantee Bond or a DD/Banker's cheque from a Scheduled Bank in the Proforma given in **Annexure - 2**.

#### **h. Agency's Obligations**

- a. The Agency shall:
  - i. Provide cloud enable Infrastructure and warranty support services specified by UPLC and make available the necessary equipment/facilities/ services as may be necessary and other 'Scope of Work' requirements as specified in the RFP and changes thereof.
  - ii. The OEM will provide indemnification to the UPLC for the products supplied and indemnification shall cover patent claims, intellectual property infringement, copy right claims, legal fees and damages claim.
  - iii. The Selected Bidder shall not assign/sub-contract, in whole or in parts its obligations to perform under the Contract to any other firm except with the Purchaser's prior written consent, but not absolving of Sub-Provider's ultimate responsibilities to successfully implement the project in totality in proper functional performance.
  - 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.
  - 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.
  - vii. The Bidder/supplier is obliged to work closely with the UPLC/end-customer's staff, act within its own authority and abide by directives issued by the UPLC and implement all the activities. The Bidder/supplier shall abide by the job safety measures prevalent in the country and will indemnify the UPLC/end-customer from all demands or responsibilities arising from consequences, accidents or loss of life and property due to negligence of the Bidder/supplier. The Bidder/supplier will pay all indemnities arising from such incidents and will not hold the UPLC responsible or obligated. The Bidder/supplier is responsible for managing the activities of its personnel and will hold itself responsible for any misdemeanors. The Bidder/supplier will treat all data and information as confidential about the UPLC and end-customer, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of the UPLC/end-customer.
- b. Reporting Progress:
- i. Technical Facilities & services to be provided by the Agency under the Agreement and the manner and speed of execution and maintenance of the cloud infrastructure are to be conducted in a manner to the satisfaction of UPLC's representative in accordance with the Agreement.
  - ii. 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, and 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 equipments 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.

#### **i. 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 at the site identified by UPLC 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 mis-conducted himself or his deployment is otherwise considered undesirable by UPLC's representative the Agency shall forthwith remove and shall not again deploy the person in question of the work site without the written consent of UPLC's representative.

#### **j. Statutory Requirements**

- a. 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.

#### **k. 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.

### **I. Right of Monitoring, Inspection and Periodic Audit**

- a. 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.

### **m. 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.

### **n. 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 GoUP will have no liability on this account.

**o. Ownership of Equipment**

UPLC / State Government Department shall own the **Cloud Enablement Infrastructure** and related equipment supplied by the Agency in connection with this Agreement.

**p. 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.

**q. 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.

#### **r. 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 RFP.
- 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.

#### **s. 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.

#### **t. 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.

#### **u. Completion of work as per Agreement**

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

## v. Payment

- a. All payments from the client department shall be received through Cheque/Draft favouring U P Electronics Corporation Limited, payable at Lucknow. The Payment shall be made in Indian Rupees as follows:

(i) **On Delivery:** - Ninety percent (90%) of the total price of all the Cloud Enablement Infrastructure given in the purchase order shall be paid by the Purchaser on back-to-back arrangement upon receipt of payment from the user department to the Selected Bidder on receipt of all the inspected & tested Cloud Enable Infrastructure at project sites and upon submission of the documents specified in preceding Clause.

(ii) **On Installation:** - The remaining ten percent (10%) amount of the order value of the Cloud Enablement Infrastructure received shall be paid to the supplier as promptly as possible after successful installation of all the items and submission of all installation reports duly signed & stamped by the representatives of all the project sites, on back-to-back arrangement upon receipt of payment from the user department. The T.D.S. @ 2% or as applicable will be deducted from this payment on the value of installation and warranty service charges quoted by the supplier in their e-Bid. Any other dues/outstanding shall also be recovered from this payment.

- b. 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.
- c. 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.

## w. 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 **for Cloud Enablement Infrastructure** and Warranty Services.
  - ii. The Agency shall raise an invoice as per the terms of payment as stated in the Payment

Schedule as per the RFP.

- 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 bona fide. The withheld amount shall be limited to that which is in dispute. The disputed amount shall be settled in accordance with the procedure as set out in the RFP. Any exercise by UPLC/UPLC under this Section shall not entitle the Agency to delay or withhold provision of the supply of Cloud Enable Infrastructure 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.

#### **x. 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.

- 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.

#### **y. 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.

## **z. 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 1 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.

### **aa. Termination**

#### **a. By UPLC:**

UPLC may terminate this Agreement in case of the occurrence of any of the events specified in this RFP. In such an occurrence "UPLC" shall give a 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 **RFP** 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.
  - e. 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:

- 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.
- f. Cessation of Rights & Obligations:**

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

- i. Such rights & obligations as may have accrued on the date of termination or expiration
- ii. The obligation of confidentiality set forth in the Agreement hereof,
- iii. The 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

**g. 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.

**h. Payment upon Termination:**

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

- i. If the Agreement is terminated pursuant to this RFP, 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 this RFP, 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.

**i. Disputes about Events of Termination:**

If either Party disputes whether an event specified in this RFP 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 this RFP, and this Agreement shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

**bb. 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 as per section V 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.

### **cc. 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/GoUP 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.

### **dd.Liquidated Damages**

In the event, the Agency (i) fails to meet the milestones provided as per the RFP, UPLC shall without prejudice to his other rights and remedies, reserve the right to invoke the entire performance guarantee and even terminate the Agreement.

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

### **ee. 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.

### **ff. 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, the paragraph mentioned in the RFP 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, Principal Secretary, Department of IT & Electronics, GoUP shall appoint the sole Arbitrator. The Provision of Arbitration and Conciliation Act 1996 shall apply. The Arbitration shall be held in Lucknow, India and the language shall be English only.
- ii. Subject to the above, the Courts at Lucknow only shall have jurisdiction in this matter.

**c. Adjudication by Regulator Authority or Commission**

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

**d. Arbitration Decision**

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

**e. Arbitration Expenses**

The expenses of the arbitrator as determined by the arbitrator shall be shared equally by UPLC and the 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.**

**gg. 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.
- d. Neither this Agreement nor the SLAs grant or create any rights, benefits, claims, obligations or causes of action in, to or on behalf of any person or entity (including any third party) other than between the respective Parties to this Agreement or the SLAs, as the case may be.
- e. Any claim or series of claims arising out or in connection with this Agreement or the SLA shall be time barred and invalid if legal proceedings are not commenced by the relevant Party against the other Party within a period of Thirty Six months from the date when the cause of action first arose or within such longer period as may be permitted by applicable law without the possibility of contractual waiver or limitation.
- f. UPLC shall be entitled to claim the remedy of specific performance under this Agreement or the SLAs.

#### **hh. 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 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 Cloud Enable Infrastructure, 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.

## **ii. 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.

## **jj. "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.

## **kk. 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.

## II. Force Majeure

### a. Definition

- i. For the purposes of this Agreement, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and not brought about by or at the instance of the Party claiming to be affected by such events and which has caused the non-performance or delay in performance, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.
- ii. Force Majeure shall not include (1) any event which is caused by the negligence or intentional action of a Party or such Party's Sub-Contractors or agents or employees, nor (2) any event which a diligent Party could reasonably have been expected both to take into account at the time of the conclusion of this Agreement, and avoid or overcome in the carrying out of its obligations hereunder.
- iii. Subject to **clause mentioned in this RFP**, Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder

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

### c. Measures to be taken

- i. A Party affected by an event of Force Majeure shall continue to perform its obligations under the Agreement as far as it is reasonably practical, and shall take all the reasonable measures to minimize the consequences of any event of Force Majeure
- ii. A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than two (2) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible
- iii. Any period within which a Party shall, pursuant to this Agreement, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure

- iv. During the period of an event of Force Majeure, the 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 this RFP.

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 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.



## **mm. General**

### **i. 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.

### **ii. Sub Contracting**

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

### **iii. Governing Law**

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

### **iv. Jurisdiction of Courts**

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

### **v. 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.

### **vi. Notices**

- a. Any notice or other document, which may be given by either Party under this Agreement or under the SLAs, shall be given in writing in person or by Registered Post or by facsimile transmission.
- b. In relation to a notice given under this Agreement or the SLAs, any such notice or other document shall be addressed to the other Party's principal or registered office address as

set out in the RFP.

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

### **vii. Modification**

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

### **viii. 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.

### **ix. 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/GoUP 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 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 Cloud Enable Infrastructure and warranty services by UPLC or its Replacement Agency.

#### **x. 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/Government of Uttar Pradesh against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its (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/Government of Uttar Pradesh 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 VI**

**Format for Response to  
RFP: Qualification Bid**

## Section VI- Format for Response to RFP: Qualification Bid

### 6.1) Format 1 – Proposal Covering Letter

[Date]

To,

The Managing Director

U.P. Electronics Corporation Limited

10, Ashok Marg, Lucknow - 226001

Tel: 0522-4130303, 2286808, 2286809, +91-9235567201 Fax: 0522-2288583

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

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

**Ref: Request for Proposal (RFP): Qualification Bid for 'Selection of Agency for Empanelment of OEM for Cloud Enablement Infrastructure.**

Dear Sir,

Having examined the RFP, the receipt of which is hereby duly acknowledged, we, the undersigned, offer for **Cloud Enablement Infrastructure inclusive of 3 years comprehensive warranty** as required and outlined in the RFP for **Selection of Agency for Empanelment of OEM for Cloud Enablement Infrastructure.**

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 (**Empanelment of OEM for Cloud Enablement Infrastructure** for a period of 3 years from the date of successful installation of **Cloud Enablement Infrastructure**) or such adjusted plan as may subsequently be mutually agreed between us and the UPLC or its appointed representatives.

If our proposal is accepted, we will obtain a Performance Guarantee in the format given in the RFP issued by a Scheduled Bank in India, acceptable to the UPLC, for a sum equivalent to 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.



**6.2) Format 2 - General Information about the Bidder**

<b>Details of the Bidder/Prime Bidder (Company)</b>				
1.	Name of the Bidder/Prime Bidder			
2.	Address of the Bidder			
3.	Status of the Company (Public Ltd/Pvt. Ltd)			
4.	Details of Incorporation of the Company		Date:	
			Ref. #	
5.	Details of Commencement of Business		Date:	
			Ref. #	
6.	Valid Sales tax registration no.			
7.	Valid Service tax registration no.			
8.	Permanent Account Number (PAN)			
9.	Name & Designation of the contact person to whom all references shall be made regarding this RFP			
10.	Telephone No. (with STD Code)			
11.	E-Mail of the contact person:			
12.	Fax No. (with STD Code)			
13.	Website			
14.	Financial Details (as per audited Balance Sheets) (INR)			
15.	Year	2012-2013	2011-2012	2010-2011
16.	Turn Over			
<b>Details of the members of the Consortium (Please attach Consortium Agreement)</b>				
17.	Name of the Bidder (member of Consortium)			
18.	Address of the Bidder			
19.	Status of the Company (Public Ltd./Pvt. Ltd)			
20.	Details of Incorporation of the Company		Date:	
			Ref. #	
21.	Details of Commencement of Business		Date:	



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

**6.3) Format 3 - Qualification Check List**

SN	Clause	Documents Required	Yes / No	Page No
1.	The Bidder should have been in commercial operations for a period of at least 3 financial years in India. <b>The Consortium shall not be entertained.</b>	<ul style="list-style-type: none"> <li>• Certificate of Incorporation.</li> <li>• Certificate of Commencement of Business</li> <li>• Memorandum and Articles of Association.</li> <li>• Annual Reports for the last 3 years.</li> </ul>		
2.	The Bidder should be Original Equipment Manufacturer (OEM) of Cloud Enablement	<ul style="list-style-type: none"> <li>• A Certificate that confirming that the products quoted is not “end of life or end of sale products” as on Bid Submission date. If in case the support for the product quoted has been stopped/ withdrawn till the time of delivery of equipment, the same will be changed with the superior product at no extra cost the Bill of material (BOM)</li> <li>• The Bidder for Hypervisor Segment should be in the leader quadrant of Gartner Report from the last 3 years in reference to Market Position</li> </ul>		
3.	The Authorized Signatory signing the Bid on behalf of the Bidder should be duly authorized by the Managing Director/ Board of Directors of the Bidding Company to sign the Bid and the Contract on their behalf.	<ul style="list-style-type: none"> <li>• A Certificate from the Company Secretary of the Bidder certifying that the Bid signatory is authorized by the Board of Directors of the Company to do so, with resolution number and date.</li> </ul>		
4.	The Bidder should have been in this business of Supply / Installation Cloud Enablement Infrastructure / IT Infrastructure projects for a period exceeding three years as on 31.03.2013.	<ul style="list-style-type: none"> <li>• Copy of Work Orders in CLOUD ENABLE services</li> </ul>		

5.	The Bidder should have an average annual turnover of at least <b>INR 200 crores</b> during the last three financial years (i.e. 2010-11, 2011-12, 2012-13).	<ul style="list-style-type: none"> <li>• Audited Profit and Loss Statement and Balance sheets.</li> <li>• Statutory Auditor Certificate or Certificate from the Company Secretary of the Bidder/ Chartered Accountant clearly specifying the turnover for the specified years.</li> </ul>		
6.	The Bidder shall have positive net worth of at least INR 50 Crores as on 31st March 2013, and shall have a positive net worth in each of the following years 2010-2011, 2011-2012, and 2012-2013.	<ul style="list-style-type: none"> <li>• Statutory Auditor Certificate or Certificate from the Company Secretary of the Bidder/ Chartered Accountant clearly specifying the positive net worth for the specified years.</li> </ul>		
7.	The OEMs should certify that they have support mechanism in India, either directly through their support office in India or through their authorized channel partners/dealers in India.	<ul style="list-style-type: none"> <li>• Undertaking from the authorized signatory of the OEM that support including spares, patches, and upgrades for the quoted products shall be available for the entire project period.</li> </ul>		
8.	The Bidder should have successfully supplied and installed Cloud Enablement Infrastructure at <b>minimum 05 locations in India for an minimum aggregate value of INR 1 crore in the last 3 financial years</b> (i.e. 2010-11, 2011-12, 2012-13).	<ul style="list-style-type: none"> <li>• Copy of Work order and Certificate of completion or successful implementation by the client or Proof of Delivery OR self Certificate attested by the client.</li> <li>• Documentary proof for the stated Project value attested by the client.</li> <li>• Statutory Auditor Certificate or Certificate from the Company Secretary of the Bidder/ Chartered Accountant for <b>an minimum aggregate value of INR 1 crore at 05 locations.</b></li> </ul>		
9.	The Bidder should have <b>successfully executed similar work (Cloud Enablement Infrastructure) with a minimum single order value of INR 50 Lacs during the last 3 financial years</b> (i.e. 2010-11, 2011-12, 2012-13)./ ITes projects 2010-	<ul style="list-style-type: none"> <li>• Copy of Work order and Certificate of completion or successful implementation by the client or Proof of Delivery OR self Certificate attested by the client.</li> </ul>		

	112011-122012-13			
10.	As on date of submission of the proposal, the Bidder shall not be under any declaration of ineligibility for unsatisfactory past performance, corrupt or fraudulent practices, any other unethical business practices or blacklisted either by Ministry/ Department of Government of India/ State Governments.	<ul style="list-style-type: none"> <li>• Certificate from the Authorized Signatory to the effect that the Bidder is not blacklisted by any of the Ministry/ Department of Government of India/ State Governments.</li> </ul>		
11.	The OEM must have valid professional certifications such as ISO 9001:2008. The Bidder / OEM must produce the above mentioned certifications of the OEM.	<ul style="list-style-type: none"> <li>• Copy of valid certificates.</li> </ul>		
12.	The Bidder must have a team of 100 technically qualified professionals having valid professional certifications and must have on its ay roll.	<ul style="list-style-type: none"> <li>• Certificate from Bidder's HR Department</li> </ul>		
13.	The Bidder should be have a valid sales tax registration certificate, valid Service tax registration certificate and Permanent Account Number (PAN) issued by Income Tax Department.	<ul style="list-style-type: none"> <li>• Copy of each Certificate of the Bidder.</li> </ul>		
14.	The Bidder should have submitted EMD and Bid Processing fees of amount as mentioned in the RFP	<ul style="list-style-type: none"> <li>• DD/ Banker's Cheque/ Bank Guarantee</li> </ul>		
15.	The Bidder shall provide an undertaking that they or their allied agencies/ Subsidiaries are not working as a Consultant / TPA in the SDC in the Uttar Pradesh.	<ul style="list-style-type: none"> <li>• Undertaking from the authorized signatory of the Bidder</li> </ul>		
16.	Technical Data Sheet of Cloud Enablement Infrastructure	<ul style="list-style-type: none"> <li>• Technical Data Sheet</li> </ul>		

## 6.4) Format 4 - Format for Submission of Qualification Bids

Instructions:

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

### A. Operational Requirements

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

## 6.5) Format 5 - Financial Information

**Annual Turnover of the Bidder (As per Section II)**

Turnover of the Bidder				
Financial Year 2012-13	Financial Year 2011-12	Financial Year 2010-11	Indicate the page number where the details are provided	Conversion rate (if applicable)

### Documentary Proof Required:

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

•

**6.6) Format 6 - Format for Past Experience**

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

Project Title:			
<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): Provide one referral only	Name		
	Designation		
	Role in the Project:		
	Contact Number		
	Email Id		
Brief Description of Project:			

**Documentary Proof Required:**

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

## 6.7) Format 8 - Declaration Regarding Clean Track Record

[Date]

To,

The Managing Director

U.P. Electronics Corporation Limited

10, Ashok Marg, Lucknow - 226001

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

Fax: 0522-2288583

Sir,

I have carefully gone through the Terms & Conditions contained in the RFP Document [No. \_\_\_\_\_] regarding **Selection of Agency for Empanelment of OEM for Cloud Enablement Infrastructure**. I hereby declare that my Company has not been debarred / black listed by any Ministry/Department of Government of India or State Government. I further certify that I am competent officer in my Company to make this declaration.

Yours faithfully,

(Signature of the Bidder)

Printed Name

Designation

Seal

Date:

Business Address:

### Documentary Proof Required:

- Certificate from the Company Secretary/ Authorized Signatory to the effect that the Bidder is not blacklisted by any Ministry/Department of Government of India or State Government as per the format provided above.

**SECTION VII**

**Format for Response to  
RFP: Commercial Bid**



## Section VII- Format for Response to RFP: Financial Bid

### 7.1) Format 1 - Commercial Bid Letter

To,

The Managing Director

U.P. Electronics Corporation Limited

10, Ashok Marg, Lucknow - 226001

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

Fax: 0522-2288583

Sir,

**Subject: Selection of Agency for Empanelment of OEM for Cloud Enablement Infrastructure**

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

We, the undersigned Bidder, having read and examined in detail the entire RFP in respect of **Selection of Agency for Empanelment of OEM for Cloud Enablement Infrastructure** do hereby propose to supply and install the aforesaid **Cloud Enablement Infrastructure with 3 years comprehensive warranty** at the designated locations/sites specified in the RFP number <RFP REFERENCE NUMBER> Dated <DD/MM/YYYY>.

- All the prices mentioned in the RFP are in accordance with the terms as specified in the RFP. All the prices and other terms and conditions of this RFP are valid for a period of 180 calendar days from date of opening of the RFP.
- We hereby confirm that our price of **Cloud Enablement Infrastructure of 24 months comprehensive warranty** as detailed in the RFPs and includes all taxes. However, all the taxes are quoted separately under relevant sections.
- We have studied the clause relating to Indian Income Tax and hereby declare that if any income tax, surcharge on Income Tax, Professional and any other corporate Tax payable under the law, we shall pay the same.
- We further confirm that the prices stated in our Bid are in accordance with your Instruction to Bidders included in RFP.
- We confirm to execute the complete order quantity in case the project is awarded to us.
- We confirm having submitted the information as required by you in your Instruction to Bidders. In case you require any other further information/documentary proof in this regard before evaluation of our RFP, we agree to furnish the same in time to your

satisfaction.

- We declare that our Bid Price is for the entire scope of the work as specified in the RFP. These prices are indicated in Format 2 (Section VII) attached as part of the RFP.
- We hereby declare that in case the work is awarded to us, we shall submit the Performance Guarantee in the form prescribed as per Section VI.
- We hereby declare that our Tender is made in good faith, without collusion or fraud and the information contained in the RFP is true and correct to the best of our knowledge and belief.
- We understand that UPLC shall reserve all the rights to select any **Rate Contract for Cloud Enablement Infrastructure** and commercial of only those particular sizes shall be considered.

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

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

Thanking you,

Yours faithfully,

(Signature of the Bidder)

Printed Name

Designation

Seal

Date:

Business Address:

## 7.2) Format 2 – Cost summary

- 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. Total per unit cost of **Cloud Enablement Infrastructure** along with installation, warranty & operations [D] shall be considered for evaluation.

Rate List								
S.No	Item	A			B			C
		Unit Price	Taxes	Total Price	Unit Support Price/year	Taxes	Total Price	Grand Total (Total Price A+ Total Price B)
1	Hypervisor License,unit price to virtualize physical host along with management software license to integrate with Cloud software							
2	Cloud IaaS Module Cost							
3	Cloud PaaS Module Cost							
4	Cloud SaaS Module Cost							
5	Cost of Integration per server/network equipment/NMS/Helpdesk with cloud Software							
6	Professional Services for Cloud							
7	Professional Services for Hypervisor							
8	Windows 2012 server Data Centre edition along with management software license to integrate with Cloud software							

9	RHEL Latest version along with management software license to integrate with Cloud software							
10	2 Blade Server + Chassis + 2 (48P) Top of the Rack switches supporting blade server bandwidth. along with management software license to integrate with Cloud software							
11	Chassis enclosure							
12	Blade Server along with management software license to integrate with Cloud software							
13	Rack Server along with management software license to integrate with Cloud software							
14	Top of the Rack Switch along with management software license to integrate with Cloud software							
15	Application Switch along with management software license to integrate with Cloud software							

**Note - Lowest** Rates from the each items (representing rows from Sn1 to Sn 15) of above Table may finalize for Empanelment of OEM for Rate Contract.

## Annexure - 1 Proforma of Bank Guarantee towards Bid Security

### **BID BOND**

Reference No. \_\_\_\_\_ Date \_\_\_\_\_

Bank Guarantee No. \_\_\_\_\_

To,

The Managing Director

U.P. Electronics Corporation Limited

10, Ashok Marg, Lucknow - 226001

Tel: 0522-2286808, 2286809

Fax: 0522-2288583

Whereas ..... (here in after called "the Bidder") has submitted its Bid dated ..... in response to the Tender No: **UPLC-HW-Cloud-05/18-03-2014** for **Selection of Agency for Empanelment of OEM for Cloud Enablement Infrastructure** (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)**

## **Annexure – 2 Proforma of Bank Guarantee towards Performance Security**

### **PERFORMANCE GUARANTEE**

Ref No.....

Bank Guarantee No .....

Dated : .....

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

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

3 We undertake to pay to the Government any money so demanded notwithstanding any

dispute or disputes raised by the contractor(s) supplier(s) in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present being absolute and unequivocal.

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

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

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

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

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

Dated the \_\_\_\_\_ day of \_\_\_\_\_  
for \_\_\_\_\_  
(Indicate the name of Bank).

**Instructions for furnishing Bank Guarantee**

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