



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

## **Request for Proposal (RFP)**

**For**

**SELECTION OF AGENCY FOR THIRD PARTY INSPECTION OF  
LAPTOPS TO BE DISTRIBUTED THROUGHOUT THE STATE OF  
UTTAR PRADESH**

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## Section A – Tender Notice

 <b>यू पी इलेक्ट्रॉनिक्स कारपोरेशन लिमिटेड</b> <b>U.P. Electronics Corporation Limited</b> (A UP GOVT. UNDERTAKING)	
<b>TENDER NOTICE</b>	
<b>Invitation to Bid for Third Party Inspection of 15,00,000 number of Laptops</b>	
• Tender inviting Authority Designation and Address	The Managing Director, U.P. Electronics Corporation Limited, 10, Ashok Marg, Lucknow - 226001, <b>INDIA</b> . <b>E-mail:</b> md@upclko.in, upclko@gmail.com <b>Website:</b> http://www.upcl.in
• Name of the Work	Third Party Inspection and Quality assurance of 15,00,000 number of Laptop Computers
• Tender reference	<b>UPLC:HW:2012/14</b>
• Place of Execution	Throughout India
• Tender documents available place and due date for obtaining Tender	On all working days during office hours upto <b>29/11/2012</b> from the address mentioned in column (1) above or can be downloaded from <a href="http://www.upcl.in">http://www.upcl.in</a>
Cost of Tender Document	INR <b>10,000/-</b> (non-refundable) in the form of Demand Draft/ Banker's Cheque
• Processing Fees	INR <b>25,000/-</b> (non-refundable) in the form of Demand Draft/ Banker's Cheque
• Earnest Money Deposit (EMD)	INR <b>3,00,000 (Rupees Three Lac only)</b> , in the form of a crossed Demand Draft/ Banker's Cheque/Bank Guarantee
• Due Date, Time and Place of submission of Tender	Upto <b>29/11/2012</b> till 1400 hours at the address mentioned in column (1) above.
• Due Date, Time and Place of Tender opening	On <b>29/11/2012</b> at 1500 hours at the address mentioned in column (1) above.
<b>8 Eligibility Criteria:</b> Please refer to the RFP. <b>9 Two Bid System</b> i.e. Stage-1 Qualification Bid; Stage-2 Commercial Bid. <b>10</b> Tenders received after due date and time will be summarily rejected. <b>11 Contact Phone nos.</b> Tel: 0522-4130303,2286808, 2286809, Fax: 0522-2288583 <b>12 Email:</b> md@upclko.in, <a href="mailto:upclko@gmail.com">upclko@gmail.com</a> ; <b>URL:</b> <a href="http://www.upcl.in">http://www.upcl.in</a>	
<b>Tender Ref. UPLC:HW:2012/14</b>	<b>MANAGING DIRECTOR, UPLC</b>

## Section B – Tender Checklist

S. No.	Bid Enclosures	YES or NO
•	Whether Qualification Bid and Commercial Bid prepared and signed and stamped in all pages by the Authorised Signatory?	
2.	Whether DD/Banker's Cheque/Purchase Receipt of Bid Document Fees, DD/Banker's Cheque of Processing Fees, DD/Banker's Cheque/Bank Guarantee of EMD instrument is put along with the Pre-Qualification Bid?	
3.	Whether the RFP is submitted in Two covers namely Qualification Bid and Commercial Bid?	
4	<b>Whether Qualification Bid contains the following:</b>	
4.1	Bidder's covering letter in the Letter Head signed and stamped by the Authorised Signatory.	
4.2	Whether Certificate of Incorporation of the Bidder is submitted?	
4.3	Whether Certificate of Commencement of Business issued by the Registrar of Companies of the Bidder is submitted?	
4.4	Whether Memorandum of Understanding and Articles of Association of the Bidder is submitted?	
4.5	Whether Annual Report including Balance Sheet and Profit & Loss accounts for the previous five audited years for the Bidder is submitted?	
4.6	Whether Certificate from the Company Secretary to the effect that the Bidder is not blacklisted by any of the Ministry/ Department of Government of India/ State Governments.	
4.7	Whether 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, is submitted?	
4.8	1. Whether all required Work Orders along with the completion Certificate/satisfactory client Certificate are submitted? 2. Whether all required Documentary proofs attested by the client or certified by the Company Secretary of the Bidder are submitted?	
4.9	Whether Statutory Auditor Certificate or Certificate from the Company Secretary of the Bidder clearly specifying the turnover for the specified years is submitted?	
4.10	Whether Certificate from Statutory Auditor or Certificate from the Company Secretary of Bidder clearly specifying the Net Profit as mentioned by the Bidder is submitted?	
4.11	Whether an Undertaking from the authorised signatory of the Bidder/	



S. No.	Bid Enclosures	YES or NO
	Certificate from the Company Secretary to the effect that the Bidder shall establish an office in Lucknow, is submitted?	
4.12	Whether Bidder's undertaking letter for quantity to be offered for Inspection in the RFP is submitted?	
4.13	Whether Certificate from Head of HR Department or the Company Secretary for number of technically qualified professionals employed by the Company and available for this project on its rolls, is submitted?	
4.14	Whether all required Formats and Annexures furnished and submitted?	
5	<b>Whether Commercial Bid contains the following:</b>	
5.1	Duly filled Price Bid which is signed and stamped by the Authorized Signatory.	

## Section C – Abbreviations

1.	PDI	Pre Dispatch Inspection
2.	QCT	Quality control Testing
3.	EMD	Earnest Money Deposit
4.	INR	Indian Rupee
5.	RFP	Request for Proposal
6.	LD	Liquidated Damages
7.	SLA	Service Level Agreement
8.	ISO	Indian Standard Organization
9.	TTEC	Technical Tender Evaluation Committee
10.	TEC	Tender Evaluation Committee
1.	TPA	Third Party Inspection Agency
11.	DM	District Magistrate
12.	SDM	Sub-Divisional Magistrate
13.	UPLC	U.P. Electronics Corporation Limited
14.	GoUP	Government of Uttar Pradesh

**SECTION I**

**Invitation for Bids**

## Section I - Invitation for Bids

### 1.1. Introduction of the Project

- a. The Government of Uttar Pradesh(GoUP) has decided to implement the scheme of free distribution of Tablet/Laptop computers to the students studying in Government Schools, Government aided Schools and Private Secondary and Senior Secondary Schools in Uttar Pradesh to facilitate them in acquiring better computer skills and to fetch better employment opportunities.
- b. GoUP vide GO No. 413(1)/15-10-2010-47(1)/12 TC dated 24th MAY 2012 and 756/15-10-12-47(1)/12 dated 05th JULY 2012 has entrusted this task of procuring the Laptops and Tablets to Uttar Pradesh Electronics Corporation Limited (UPLC).
- c. As a part of scheme
  - i. Approx. 15 Lacs Laptops to be distributed to all the students who have passed 12<sup>th</sup> standard or equivalent from the recognized Board of Higher Secondary Education and are continuing their studies.
  - ii. Approx 26.62 Lacs Tablets to be distributed to all the students who have passed 10th standard or its equivalent from the recognized Board of Secondary Education and are continuing their studies.
  - iii. An independent Audit inspection of the Laptops/Tablets in accordance with the Indian Standard IS10673-1983(Reaffirmed 2001), within the provisions of the Agreement between the Laptop/Tablet supplier and UPLC is required. This shall be done by appointing an independent TPA (Third Party Audit Agency) to perform Pre-shipment inspection of the Laptops/Tablets in the State.
  - iv. Being mission critical project, it is imperative that the agencies considered for Inspection of Laptops/Tablets should have a high level of credibility, audit experience and background with adequate domain expertise in the area of Information Technology, Security Audits, SLA monitoring, consulting and compliance to prescribed standards.
  - v. For this purpose UPLC would invite proposals for Selection of Agency for Third Party Inspection of Laptops to be distributed in Uttar Pradesh as per the scope of the Bid. Once UPLC selects an Agency, the contract agreement would take place between the selected Agency and UPLC. The broad Scope, Deliverables and Service levels for the TPA are mentioned in this RFP.

## **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@upclko.in, upclko@gmail.com  
Website: <http://www.uplc.in>

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

## **1.3. Address for Bid Submission & Correspondence**

The Managing Director,  
U.P. Electronics Corporation Limited,  
10, Ashok Marg,  
Lucknow - 226001  
Tel: 0522-4130303, 2286808, 2286809, +91-9235567201,  
Fax: 0522-2288583

## **1.4. About the RFP Document**

- d. This RFP provides information regarding the Project, Scope of Work, Technical requirements and other related information to the Bidder(s).
- e. It details the General Terms & Conditions with respect to the Bid process management to be adopted for the proposed Project.
- f. The RFP contains the Agreement template outlining the contractual and legal terms & conditions applicable for the proposed engagement.
- g. As should be clear from the Scope of the proposed Project, UPLC expects more than a standard proposal in response to typical Request for Proposals. In particular, UPLC seeks a specific

proposal responsive to this RFP in every respect and detail, rather than a mere compilation of materials and promotional information used in other transactions.

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

### 1.5. Key Events & Dates

S. No.	Event	Target Date
1.	Cost of Bid Document	INR 10,000/- (non-refundable) in the form of Demand Draft/Banker's Cheque of only Scheduled Banks, drawn in favour of "U.P. Electronics Corporation Limited" payable at Lucknow.
2.	Publication of the RFP	<b>09/11/2012</b>
3.	Last Date for receiving queries/clarifications	<b>15/11/2012</b> till 1700 hours
4.	Date of Response to Bidder Queries	<b>22/11/2012</b>
5.	Last date for submission of Bids	Up to 1400 hours on <b>29/11/2012</b> at U.P. Electronics Corporation Limited, Lucknow
6.	Processing Fees	A non-refundable Bid processing fee of INR <b>25,000/- (Rupees Twenty Five Thousand only)</b> must be submitted with the Bid in the form of a crossed Demand Draft/ Banker's Cheque drawn on any Scheduled Bank payable at Lucknow, in favor of "U.P. Electronics Corporation Limited".
7.	Bid Security/Earnest Money Deposit Amount Payable	Bidders shall submit, along with their Bids, Bid Security or Earnest Money Deposit (EMD) of <b>INR 3, 00,000 (Three Lac rupees only)</b> in the form of a crossed Demand Draft/ Banker's Cheque drawn on any Scheduled Banks, payable at Lucknow, in favor of "U.P. Electronics Corporation Limited" or Bank Guarantee of Scheduled Bank in favour of "U.P. Electronics Corporation Limited" valid for a period of one year.
8.	Opening of Qualification Bids	<b>29/11/2012</b> at 1500 hours
9.	Technical Presentation	<b>05/12/2012</b>
10.	Date of opening of Commercial Bid for Technically qualified Bidders	<b>10/12/2012</b>

## 1.6. Procurement & Submission of RFP Document

Interested Bidders may obtain complete set of documents from the office of UPLC, address mentioned in the Section 1.2 of this RFP, during the office hours on all working days from **09/11/2012 to 29/11/2012** on submission of payment of Non Refundable RFP Document Fee of Rs. 10,000/- (Rupees Ten Thousand only). This fee shall be paid in the form of a Demand Draft/Banker's Cheque from any Scheduled Banks located in India, payable at Lucknow, drawn in favor of "U.P. Electronics Corporation Limited".

RFP document can also be downloaded from the UPLC website ([www.uplc.in](http://www.uplc.in)). However, the Non Refundable RFP Document Fee of Rs. 10,000/- (Rupees Ten Thousand only) needs to be submitted in the form of a Demand Draft/Banker's Cheque along with the proposals at the time of Bid submission.

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

## 1.7. Pre-Bid Queries

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

## 1.8. Amendment of RFP Document

At any time till 7 days before the deadline for submission of Bids, UPLC may, for any reason, whether at own initiative or in response to a clarification requested by a prospective Bidder, modify the Bid Document by amendment. All the amendments made in the document would be informed through the website [www.uplc.in](http://www.uplc.in). All prospective participants who have paid the fee of INR 10,000/- shall be intimated of the amendment in writing by e-mail or post but UPLC shall not be responsible if the Bidders do not get the individual intimates of such amendments. All such amendments shall be



binding on all the Bidders. The Bidders are also advised to visit the aforementioned website on regular basis for checking necessary updates. UPLC also reserves the rights to amend the dates mentioned in the **Section 1.5** in this RFP for Bid process.

**SECTION II**

**Qualification Criteria**

## Section II- Qualification Criteria

This Invitation to Bid is open to all entities meeting or exceeding all of the following minimum Qualification criteria. 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.

The Bidder must possess the requisite experience, strength and technical capabilities in providing the services necessary to meet the requirements as described in the RFP Document. The Bids must be complete in all respect and should cover the entire Scope of Work as stipulated in the RFP.

S. No.	Clause	Documents Required
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S. No.	Clause	Documents Required
a.	The Bidder should be registered under Companies Act, 1956 in India and should have been in operation for a period of at least 5 years in India.	<ul style="list-style-type: none"> <li>a. Certificate of Incorporation.</li> <li>b. Certificate of Commencement of Business issued by the Registrar of Companies.</li> <li>c. Memorandum and Articles of Association.</li> <li>d. Annual Reports for the last 5 years.</li> </ul>
b.	The Authorized Signatory signing the Bid on behalf of the Bidder should be duly authorized by the Board of Directors of the Bidding Company to sign the Bid and the Contract/Agreement on their behalf.	A Certificate from the Company Secretary of the Bidder certifying that the Bid signatory is authorized by the Board of Directors of the Company to do so, with resolution number and date.
c.	The Bidder should be an individual organization. Consortium shall not be allowed.	Undertaking from the Company Secretary of the Bidder certifying that Bidder is an individual organization and has not entered into any Consortium for this Bid.
d.	The Bidder should have an average annual turnover of at least INR 25 crores during the last three financial years (i.e. 2009-2010, 2010-2011, 2011-2012) & an aggregated turnover of minimum INR 2 Crores from IT Audit/IT consultancy/IT Advisory/Business Performance Services in the last three financial years ending 31 <sup>st</sup> March 2012 from Govt/Semi-Govt/PSU/Financial Institutions including Banks	<ul style="list-style-type: none"> <li>a. Audited Profit and Loss Statement and Balance sheets.</li> <li>b. Statutory Auditor Certificate or Certificate from the Company Secretary of the Bidder clearly specifying the turnover for the specified years.</li> <li>c. Certificate from Statutory auditor confirming the turnovers for last three financial years for both annual turnover as well as turnover from IT Audit/ IT consultancy/ IT Advisory/ Business Performance Services.</li> </ul>
e.	<p>The Bidder should have a consolidated minimum positive Net Worth as on the last day of preceding last 3 financial years (i.e. 2009-2010, 2010-2011, 2011-2012).</p> <p>[Net Worth=Paid-up share capital + Reserves and surpluses (Excluding Revaluation Reserves) – Preliminary and pre-operative expenditure and miscellaneous expenditure to the extent not written off, as per the annual report and as</p>	Audited annual accounts or Statutory Auditor Certificate or Certificate from the Company Secretary of Bidder specifying the Net Worth for the specified years.

S. No.	Clause	Documents Required
	adjusted with any qualifications in the Auditors' Report]	

S. No.	Clause	Documents Required
f.	The Bidder should have positive Net Cash Accruals (Profit after Tax + Depreciation – Dividends) in each of the previous three financial years (i.e. 2009-2010, 2010-2011 & 2011-2012).	<ul style="list-style-type: none"> <li>• Audited Profit and Loss Statement for the specified financial years.</li> <li>• Certificate from Statutory Auditor or Certificate from the Company Secretary of Bidder clearly mentioning the Net Profit for the specified years.</li> </ul>
g.	The Bidder should have relevant Project experience of at least 3 projects (each of value of INR 25 Lacs) in IT Audit/IT consultancy/ IT Advisory/ Business performance Services in each of the last 3 financial years of which two projects should have been executed in a Govt./ Semi-Govt./ PSU/Financial Institutions including Banks in each of the last three financial years (i.e. 2009-10, 2010-11, 2011-12).	<ul style="list-style-type: none"> <li>• Copy of Work order and Certificate of completion or successful implementation by the client OR self Certificate attested by the client.</li> <li>• Documentary proof for the stated Project value attested by the client or certified by the Company Secretary of the Bidder.</li> </ul>
h.	The Bidder would undertake not to sub-contract / outsource any part of the work defined under the Agreement.	Undertaking from the Company Secretary for non-subcontracting/non-outsourcing of the work.
i.	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.	Certificate from the Company Secretary to the effect that the Bidder is not blacklisted by any of the Ministry/ Department of Government of India/ State Governments.
j.	The Bidder must have a team of professionals having valid professional certifications such as ISO 27001/ ITIL/ ISO 20000 and must have on its payroll at least ten professionals under the above mentioned categories.	Undertaking from the Company Secretary and copy of valid certificates.
k.	The Bidder must have at least 50 full time technically qualified professionals on its	Certificate from Head of HR Department or the Company Secretary for number of

S. No.	Clause	Documents Required
	rolls in the area of Information technology specifically in the areas of IT consulting/ IT Audit/SLA audit/ IT Infrastructure/ IT Advisory as on date of submission of bid.	technically qualified professionals employed by the Company on its rolls.
I.	The Bidder should preferably have an office in Lucknow, Uttar Pradesh. However, if the local presence is not there in the state, the selected Bidder should give an undertaking for establishment of an office, within one calendar month of LOI.	Certificate from the Company Secretary to the effect that the Bidder shall establish an office in Lucknow.
1.	The Bidder should offer to do the inspection and testing of a minimum of 3,50,000 number of Laptops.	Undertaking from the authorized signatory of the quantity to be offered for Inspection and Testing.
2.	The Bidder shall make a Technical Presentation to the TTEC.	The following components have to be included in the presentation <ol style="list-style-type: none"> <li>1. Understanding of Scope/ Project requirements</li> <li>2. Scheduled Delivery Time</li> <li>3. Staffing schedule</li> <li>• Detailed work plan for the inspection in accordance to the scheduled delivery time of supply of Laptops.</li> <li>• SLA Compliance</li> </ol>

**Change in Qualification Criteria**

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

**Key Terms for Qualification Criteria**

For the purpose of this RFP, some key terms that have been used for minimum Qualification criteria have been defined below:

Term	Definition
Turnover	The total amount of gross receipts, from activities in the normal course of business, as per the annual report and as adjusted with any qualifications in the Auditors' Report.
Financial Year	Normally a 12-month period, in Indian context commencing from the 1st day of April of any year and ending on the 31st day of March of the following calendar year.
Auditor	Auditor shall mean the Statutory Auditor of a Company.

## SECTION III

## Scope of Work





## Section III- Scope of Work

The minimum specified Scope of work to be undertaken by the Bidder for Inspection of Laptops is mentioned below. The selected Bidder shall perform the services as per the scope of work and period of the Agreement.

### - Introduction

- a. The Scope of Work is to conduct Pre-Dispatch Inspection (PDI) and Quality Control Tests (QCT) of 15,00,00 (Fifteen Lacs) Laptops by the Third Party Inspection Agency hereinafter called as TPA to be supplied in line with the Tender No. **UPLC/ HW/2012/13/1** dated **16/10/2012** issued by U.P. Electronics Corporation Limited for the "Selection of Vendor for the Supply of Laptop Computers throughout the State of Uttar Pradesh".
- b. The Inspection shall be conducted prior to shipment of Goods by the Laptop supplier and should be in accordance with quality control formats including functional testing, burn-in tests and mains fluctuation test at full load, facilities etc., as per the standards/specifications. Only after the TPA clears the goods, they will be allowed to be moved to the distribution point.
- a. The Inspection locations shall be provided to the TPA Agency (ies) by UPLC at the time of signing of agreement.
- c. TPA shall deploy the inspection teams at these location(s), conduct inspection and acceptance of the Laptop Computers pursuant to the specifications conformity as provided in the UPLC Tender Reference UPLC/ HW/2012/13/1 dated 16/10/2012.
- d. The TPA shall ensure that Laptop Computers manufactured and supplied under the project shall be of the same or better quality with the test results issued by Testing Agencies (STQC, ETDC and/ or ERTL) during the Technical Evaluation of the sample Laptop submitted for the Tender mentioned in section 3.1(a).

### - Inputs to the TPA

UPLC shall provide the following details to the TPA at the time of contract Signing:

1. Copy of the tender for "Selection of Vendor for the Supply of Laptop Computers throughout the State of Uttar Pradesh" in line with the Tender No. UPLC/ HW/2012/13/1 dated 16/10/2012 issued by UPLC.
2. Copy of Work Order and Contract Agreement including the detailed Scope of Work of the Supplier for the Laptop Computers.
3. Location details of the manufacturing units/ plants/ factories where Laptop Computers are currently being manufactured .
4. Copy of test results from the Testing Agencies (STQC, ETDC and/ or ERTL) on the sample

Laptop submitted for testing by the Laptop Supplier.

5. Detailed Specifications of Laptop Computers and allied equipment (backpacks, packaging/packing specifications & requirements, user manual, barcode, etc).
6. Copy of the proposed delivery schedule of the supplier of the Laptop Computers.
7. Details on the number of official(s) nominated by UPLC to supervise the quality of manufacturing at the unit/ plant/ factory and also to supervise the PDI activity of the TPA.
8. Further instructions and guidelines in due course.

- **Inspection Location(s)**

1. For the Laptop supplier with manufacturing plant/ unit/ factory within India, the TPA shall conduct the inspection and specification conformity at the Manufacturer's plant/warehouse.
2. For the Laptop supplier with manufacturing plant/ unit/ factory outside India, the supplier shall arrange a warehouse at the Port of Landing or any convenient location within India with all facilities required for PDI and QCT. TPA shall conduct the inspection and specification conformity at these locations.
3. In addition to the TPA, UPLC also reserves the right to nominate its official(s) to visit the manufacturing plant/ unit/ factory/warehouse of the Laptop supplier for PDI and QCT.

- **Inspection Procedure**

1. The TPA shall get a notice from the Laptop supplier intimating the details of the Lots offered for inspection at least 15 days prior to the scheduled delivery date for delivery of Laptops to the Tehsils.
  - a. TPA shall verify the details on site with the Notice details sent by Laptop supplier for offering the Goods for Pre-Dispatch Inspection.
    - i. Number of Laptops
    - ii. Number of cartons for Laptops
    - iii. Number of Bags
    - iv. Number of cartons for Bags
    - v. Delivery point i.e. Tehsil name
    - vi. Details of Storage location/Go down
2. The TPA shall draw samples from the lots offered for Inspection which shall be sufficient to complete the delivery in one of the Tehsil or more.
- b. On clearance of the lots by the TPA, the goods shall be allowed for further distribution at the Tehsil level.
3. The TPA shall perform the inspection of the Laptops in accordance with sampling plans and procedures with the Indian Standard IS 10673-1983 (Reaffirmed 2001).
4. The type of Testing and Inspection to be conducted by the TPA is given below

(Conformity/Compliance as mentioned in the tender UPLC/ HW/2012/13/1 dated 16/10/2012)

:

- i. Functional testing to ensure that Laptops manufactured conformed to the Technical Specifications
  - ii. Specification conformity of back packs
  - iii. Compliance of packaging requirements
  - iv. Ensuring the usage of standard components
  - v. Ensuring the quality with the Test reports issued by STQC/ERTL
  - vi. Verification of standard Accessories, User manuals, Bar code.
  - vii. Verification of quality control certificate
5. On successful acceptance and completion of Inspection and testing, the TPA shall produce an Inspection Certificate Tehsil wise to the Laptop supplier and UPLC, a copy of the same shall be uploaded online in the application facilitated by UPLC.
- c. The format for the Inspection Certificate is annexed at Annexure -5 of the RFP.
6. The TPA shall arrange adequate resources to complete the Inspection and upload the Inspection Certificate successfully in line with the supply schedule mentioned in the tender no. UPLC/ HW/2012/ 13/1 dated 16/10/2012 within 15 calendar days of receipt of notice from UPLC.
- 7. Inspection Equipments:**
- d. The TPA shall bring the required tools & tackles as required for inspection at the manufacturing plant/ unit/ factory. These tools & tackles shall be kept under safe custody with lock and key. The access to the inspection area should be restricted to others. UPLC shall not be liable for any loss or theft of these tools & tackles which may occur during the Inspection.
8. The TPA should have the necessary tools & tackles in sufficient quantity to carry out the inspection without any delay in order to ensure quality and compliance against the Technical Specifications.
9. The TPA shall provide the list of equipments to UPLC before commencing the Inspection.
10. The TPA shall ensure that the tools & tackles proposed are in good working condition and the same should be calibrated before commencement of work. The calibration time table should be submitted to UPLC. A calibration chart should be affixed in each of the tools & tackles.
11. The tools & tackles shall be maintained by the TPA including repairs/replacements of spares so as to ensure a defect free operation.

**- Inspection of Laptops**

1. TPA shall draw samples from the Batch/Sub-Lot consisting of 5000 Laptops from the lot every time until completion of the Lot offered by the Laptop supplier for Inspection and Testing.
2. A random sample should represent the lots of the same model, same type, and same design and manufactured by the same technique under similar conditions of production.
3. The sample size shall be at least 1% of the batch size up to a total of 2% spread across 2 sample batches.

**Acceptable Quality level**

Batch	Batch Size	First Sample Batch	Second Sample Batch	Approved	Rejected #
1	5000	50	50		2 (Lot Rejected)
2	5000	50	50	Lot Approved	0
n	5000	50	50		>2 (Lot Rejected)

**Conformity Criteria**

S.No.	Conditions	Decisions
1	If first sample of defectives = 0	Lot shall be accepted
2	If first sample of defectives = 1	Second sample shall be drawn and inspected
3	If first sample of defectives > or = 2	Batch shall be rejected for rework
4	If second sample of defectives = 0	Batch shall be accepted
5	If second sample of defectives > or = 1	Batch shall be rejected for rework

The TPA shall verify the source of critical components being used in the manufacturing of the Laptop Computers. The certificate and other documentary proofs are to be verified from time to time and ensure that only the approved components are used in the Laptops manufacturing. It is the responsibility of the TPA to maintain the documentary proof for all the Lots inspected. Though acceptable quality level is indicated above, the quality level shall be discussed with UPLC and finalized at the time of drawing plans.

**1.1. Deployment of TPA Team**

The Agency shall deploy TPA Team in accordance with the schedule of Laptops supply and complete the inspection as specified in the RFP.

1. The TPA shall arrange the required number of teams for Inspection and testing at locations mutually agreed upon by the UPLC, Laptop supplier and TPA at the time of Agreement signing.
2. Each team shall comprise of a minimum of 5 resources (one for process inspection and four for inspection of Laptops and allied equipments).
3. The selected TPA shall scale up the number of resources, as and when required, to complete the work within the stipulated time frame.
4. The TPA may propose a rotation policy at the end of each month for the proposed team(s) to the next manufacturing plant/ unit/ factory.

**5. Education Qualification of deployed Resources**

1. The proposed resources should hold B.E/ B.Tech (Electronics/ Electrical/ Computer Science/ IT)/ MCA from an accredited University. The TPA shall submit a photocopy

of the degree for all the proposed resources (duly attested by the competent authority of the TPA) prior to the deployment of the TPA team.

2. The proposed team member(s) shall have a minimum work experience:
  1. Three (3) years for inspection and testing (PDI and QCT).
  2. Five (5) years for Process Inspection.

#### **6. Replacement of Resources**

1. The TPA shall keep reserve resources with requisite work experience and education qualification as specified above to effect immediate replacements.
2. The resources deployed in the project shall be changed only upon attaining a letter of consent from UPLC.
3. The TPA shall replace resource within 2 days after obtaining approval from UPLC.
4. UPLC shall not be liable or responsible for any damages or compensation payable to any resource provided by the TPA to the project under this tender document. The TPA shall undertake to indemnify and keep UPLC and/or the Government of Uttar Pradesh always indemnified against all such damages, losses, expenses and compensation and all such claims proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto.

#### **7. Training of Resources**

The resources proposed for this project shall be trained as per the scope of work as specified in the RFP, sampling plans, procedures, sample size and the tests adopted by the Testing Agencies. The resources shall be familiar with the Indian Standards Indian Standard IS 10673-1983 (Reaffirmed 2001) as specified in the tender document.

##### **- Statutory Regulations**

1. The TPA shall comply with the statutory regulations governed by UPLC/ State Government.
2. The TPA shall bear all the salaries, allowances, boarding & lodging and any other expenses associated with this tender.
3. The TPA shall be responsible for remittance of the Provident Fund and any other statutory payments to its resources as governed by the statutory bodies in India.
4. UPLC shall not be responsible or liable for any payments directly or indirectly to the deployed resources or statutory payments.
5. The TPA shall submit proof of Provident Fund/ ESI remittance or Provident Fund returns along with the bills in respect of the resources deployed in this regard. Otherwise, the bills submitted by the TPA shall not be honored.

##### **- Compliance, Record keeping and Reporting Procedures**

The TPA shall submit the MIS and Monitoring reports on a regular basis in a mutually decided format agreeable to UPLC and the Bidder at the time of Agreement signing.

1. The TPA shall maintain all the records related to the PDI and QCT. Daily report shall be prepared and maintained at the inspection location. All the daily reports shall be bound in the form of book.
2. As and when required by UPLC, the TPA shall submit these records to UPLC office in Lucknow.
3. The TPA shall enter the Lot Number along with acceptance/ rejection details on daily basis in the web based software to be facilitated by UPLC.
4. A consolidated weekly MIS in respect of each manufacturing plant/ unit/ factory should be sent to UPLC by e-mail by the TPA.
5. Daily attendance for inspection team should be maintained at each inspection location. UPLC official(s) at each plant/ location shall authorize the attendance. The copy of the attendance monthly sheet shall be enclosed along with the Bills.

**SECTION IV**

**Service Level Agreement**



## Section IV - Service Level Agreement

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

### - Category of SLAs

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

- i. Adherence of Inspection timeframe as per the schedule.
- ii. Regularly check performance of the Bidder against this SLA.
- iii. Discuss escalated problems, new issues and matters still outstanding for resolution.
- iv. Review of statistics related to rectification of outstanding faults and agreed changes.
- v. Obtain suggestions for changes to improve the service levels.

The SLA shall be logically segregated in the following categories:

- a. Pre-Dispatch Inspection and Quality Control Testing
- b. Compliance and Reporting Procedures

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

**- Pre-Dispatch Inspection and Quality Control testing**

**Table 1: Pre-Dispatch Inspection and Quality control Testing**

S. No.	Measurement	Definition	Target	Penalty
1.	Inspection of Laptops and allied equipments.	The selected Bidder shall complete the PDI and QCT of Laptops and allied equipment as offered by the Laptop Supplier. Inspection would take place one batch at a time and only after completion of PDI & QCT for one batch, the same may be initiated for the subsequent batches. On completion of Inspection, the TPA shall produce an Inspection Certificate for the successful lots of Laptops to the Laptop supplier and UPLC. A copy of the same shall be uploaded on the web based software facilitated by UPLC	Inspection Certificate to be issued within 15 days from receipt of notice for Inspection from the Laptop Supplier	A Penalty of 1% for first week, 2% per week for every subsequent week subject to a maximum of 10% of the overall order value.

**- Compliance & Reporting procedures SLAs**

**Table 5: Compliances & Reporting procedure SLAs**

S. No.	Measurement	Definition	Target	Penalty
1.	Submission of Reports.	The selected Bidder shall submit the reports as and when requested by the UPLC. UPLC shall however provide a time period of 5 days for report submission	The Report shall be submitted by the selected Bidders at the time specified by UPLC.	INR 1000 every 1 day of delay in submission on an incremental basis to a maximum of INR 5000.

- **SLA Review Process**

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

- **Penalties**

- i. The total Penalty in the year shall not exceed **10%** of the total value of the Order.
- ii. Default beyond **10%** of the total value of the order, on account of any reason whatsoever, will be deemed to be an event of default and termination.

- **Liquidated Damages**

- a. Subject to clause for Force Majeure, if the Selected Bidder fails to meet the milestones of Inspection of Laptops prior to the shipment by the Supplier to the designated Tehsils in Uttar Pradesh as per Section 3 of the Inspection Schedule or if Bidder repudiates the Agreement before completion of the work, UPLC at its discretion may without prejudice to any other right or remedy available to UPLC under the Agreement recover a maximum of 10% (Ten percent) of the total value of the order from the Agency as Liquidated Damages (LD).
- b. UPLC will be free to get the services from alternate sources at the cost and risk of the defaulting Agency, by forfeiting the EMD/Security Deposit of the Agency.

**SECTION V**

**Instructions to Bidders**

## Section V- Instructions to Bidders

### - Procedure for Submission of Bids

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

- a. Each copy of Qualification Bid and Commercial Bid of the RFP should be covered in separate sealed covers super-scribing, "Qualification Bid" and "Commercial Bid" respectively. Each copy of each Bid should also be marked as "Original" and "First Copy" as the case may be. All the two copies of each Bid should be put in a single sealed cover super-scribing "Qualification Bid" and "Commercial Bid" as the case may be. **Please Note that Prices should not be indicated in the Qualification Bid but should only be indicated in the Commercial Bid.**
- b. The two envelopes containing copies of Qualification Bid and Commercial Bid should be put in another single sealed envelope clearly marked "Selection of Agency for Third Party Inspection of Laptops to be distributed throughout the State of Uttar Pradesh". These envelopes are to be super scribed with RFP Number and the wordings "DO NOT OPEN BEFORE **1400** hours on **29/11/2012**".
- c. The cover thus prepared should also indicate clearly the name, address, telephone number, E-mail ID and fax number of the Bidder to enable the Bid to be returned unopened in case it is declared "Late".
- d. Demand Draft/ Banker's Cheque/ Bid Document purchase receipt (in case Bid Document is purchased from UPLC Office) of Bid document Fees and Demand Draft/Banker's Cheque of Processing Fees and Demand Draft/Banker's Cheque/Bank Guarantee of Earnest Money Deposit (EMD) should be attached separately while submitting the Bid.
- e. Each copy of the Proposal should be a complete document. The Document should be page numbered and appropriately flagged and must contain the list of contents with page numbers. Different copies must be bound separately. Any deficiency in the documentation may result in the rejection of the Bid.
- f. In case of any discrepancy observed by UPLC in the contents of the submitted original paper Bid Documents with respective copies, the information furnished on original paper Bid Document will prevail over others.
- g. As part of the Bid, Bidder should also provide the Qualification Bid in soft copy format, in the form of a non-rewriteable CD (Compact Disc) as follows:
  - a. Two (2) copies of CD each containing the Qualification Bid should be sealed along with the hard copies of the respective Bids.

- b. All CDs submitted by the Bidder must be in sealed covers. The sealed covers as well as the CD media must be duly signed by the Bidder using a “Permanent Pen/Marker”, should be superscribed with “Qualification Bid Soft Copy” and should bear the name of the Bidder.
- c. Bidder must ensure that the information furnished by him in CDs is identical to that submitted by him in the original paper Bid Document. In case of any discrepancy observed by UPLC in the contents of the CDs and original paper Bid Documents, the information furnished on original paper Bid Document will prevail over the soft copy.
- d. Bidder must ensure that the Qualification Bid CDs do not contain any Commercial items/prices.
- h. Telex/Telegraphic/Tele-fax/E-mail Bids will not be considered. All out-station Bids, if sent by post, should be sent under registered cover.
- i. If the outer envelope is not sealed and marked as indicated above, UPLC will assume no responsibility for the Bid’s being misplaced or premature opening.

- **Authentication of Bid**

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

- **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.

- **Cost of Bidding**

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

- **Site Visit**

The Bidder shall request UPLC in writing in case the Bidder want to visit and examine sites and therefore obtain for himself on his own responsibility all information that may be necessary for preparing the proposal Document. The visit may not be used to raise questions or seek clarification; such matters must be submitted in writing. The costs of visiting the site(s) shall be at Bidder's own expense.

- **Clarification on RFP**

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

**Table: Clarification Format**

Sr. No	Section No.	Clause No.	Page No.	Actual Clause	Clarification Sought
..	..	..	..	..	..

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

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

- **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.

- **Documents Comprising the Bids**

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

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

Proposal submitted by the Bidder shall comprise the following:

- a. Proposal covering letter (covering letter is set forth in **Annexure - 1** of this RFP).
- b. Qualification Document as prescribed in the **Section VIII** of this RFP.
- c. Commercial proposal as specified in **Section IX** of this RFP.
- d. 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 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.** The Bid shall be attached with the Covering Letter as specified in **Annexure - 1** and shall be enclosed in the main envelope, which has the EMD, Bid Document Fees, Processing Fees, Pre-Qualification, Technical and Commercial Bid Envelopes. **Bids not submitted with this Covering Letter shall be liable for rejection.**

- **Bid Prices**

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

- **Firm Prices**

- a. The Bidder shall quote a fixed price for the services 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.

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

- **Bid Currencies**

Prices shall be quoted in Indian Rupees (INR).

- **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 Pre-qualification Bid.

- **Bid Security (Earnest Money Deposit)**

- a. Bidders shall submit, along with their Bids, Bid security or Earnest Money Deposit (EMD) of INR 3,00,000(Three Lac Rupees 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-3 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.

- **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).

- **Local/Site Conditions**

- i. It will be incumbent upon each Bidder to fully acquaint himself with the site conditions and other relevant factors at the proposed sites for Laptop Inspection 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.
- ii. Failure to obtain the information necessary for preparing the Bid and/or failure to perform activities that may be necessary for providing services before entering into the Agreement will in no way relieve the selected Bidder from performing any work in accordance with the RFP.
- iii. It will be imperative for each Bidder to fully inform themselves of all legal conditions and factors which may have any effect on the execution of the work and the Agreement as described in the RFP. UPLC shall not entertain any request for clarification from the Bidder regarding such conditions.

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

- **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.

- **Opening of Bids**

- **Opening of Qualification Bid**

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

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

- a. The Bids have been received in time. Bids received late shall not be opened.
- b. The Bids are marked as required in the RFP.
- c. The Bid Document fees of INR 10,000 have been paid or a DD/Banker's Cheque as defined is enclosed. If not, the Bid shall not be opened.
- d. The Bid processing fee of INR 25,000 in form of DD/Banker's Cheque is attached separately. If not, the Bid shall not be opened.
- e. The Qualification and Commercial Bids are enclosed and marked as given in the RFP. If not, the Bid shall not be opened.
- f. Unopened Bids shall be returned to the Bidder on written request.

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

- **Evaluation of Qualification Bid**

**Qualification Bid:**

- a. The Qualification Bids of only those Bidders, whose EMD is in order shall be opened first.
- b. Bidders need to fulfill all the Qualification conditions mentioned in Qualification Criteria of the RFP. TTEC will examine the Bids to determine whether they are complete, whether the Bid format conforms to the RFP requirements, whether documents have been properly signed, and whether the Bids are generally in order.
- c. Bids of Bidders whose Qualification proposal does not meet the set criteria shall be rejected forthwith.
- d. The Commercial Bids of disqualified Bidders will be returned unopened on formal written request

to UPLC.

- e. TTEC may seek oral clarifications with the Bidders. The primary function of clarifications in the evaluation process is to clarify ambiguities and uncertainties arising out of the evaluation of the Bid Documents. Oral clarifications provide the opportunity for the Committee to state its requirements clearly and for the Bidder to more clearly state its proposal. The Committee may seek inputs from their professional, technical faculties in the evaluation process.
- f. Conditional Bids will be rejected.

- **Announcement of Bids**

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

- **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.

- **Criteria for Evaluation of Bids**

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

- **Criteria for Evaluation and Comparison of Qualification Bids**

- i. Bidders need to fulfill all the qualification conditions mentioned in Qualification Criteria of the RFP. Tender Technical 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
- ii. The Bidder should submit credentials that best illustrate ability to provide the services required as per the RFP. Credentials in similar environments in terms of scope coverage, magnitude, organizational characteristics etc. should be given preference.
- iii. The Bidder needs to strictly adhere to the formats provided in section VIII and provide information against each of the line items. Any non-conformance shall constitute a deviation from RFP conditions.
- iv. 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.

- **Opening and Comparison of Commercial Bids**

The commercial quotes of the **Lowest** Bidder shall be notified as L1. The Quantity offered by the L1 for Inspection and Testing shall be first taken into consideration.

- a) In case L1 offers to perform the inspection of the complete order quantity and is assessed to have the adequate capacity to fulfill the complete order quantity as per the Laptops Delivery schedule by the Tender Evaluation Committee [TEC] then L1 shall be contracted to execute the complete order.
- b) In case L1 offers to perform the inspection of partial order quantity and is assessed to have adequate capacity to fulfill the offered partial order quantity as per the Laptops Delivery schedule by the Tender Evaluation Committee [TEC] then the L1 bidder shall be contracted to execute the reduced quantity (which shall be more than the guaranteed minimum quantity) and rest of the quantity shall be divided in equal ratio among the successful Bidders provided the successful Bidders are ready to offer the quantity at the rates quoted by L1.
- c) The quantity resulting from the split as mentioned above in case (b) shall be offered to the successful Bidders after the assessment by the TEC in terms of their capacity to perform the work in the stipulated Time frame.
- d) In case some of the successful Bidders expresses their inability to perform the Inspection and Testing of the quantity resulted from the split as mentioned above in case(b) then remaining quantity shall again be divided equally among the other successful Bidders provided the other successful Bidders are ready to offer the quantity at the rates quoted by L1 and are assessed by TEC to have adequate capacity to perform the work in stipulated Time frame.
- e) In case L1 backs out, the RFP shall be cancelled & Bids shall be invited again.L1 shall however be blacklisted from participating in any future bidding of GoUP projects and are liable for legal action by UPLC/GoUP.

- **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.

- **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.

- **Contacting UPLC/GoUP**

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

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

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

- i. UPLC/GoUP reserves the right to vary the quantity of Laptops offered for inspection by 20% of the Original Quantity.
- ii. 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.

- **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.

- **Notification of Award**

- **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.

- **Signing of Agreement**

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

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

- **Discharge of Bid Security**

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

- **Expenses for the Agreement**

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

- **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.

- **Bank Guarantee for Performance**

- a. The successful Bidder shall at his own expense may deposit with UPLC, within 15 (fifteen) days after the receipt of notification of award of the Contract (Letter of Intent) from UPLC, an unconditional and irrevocable Performance Bank Guarantee (PBG) from a Scheduled Bank acceptable to UPLC, in the format prescribed in **Annexure - 5**, payable on demand, for the due performance and fulfillment of the Agreement by the Bidder.
- b. The Performance Guarantee may be submitted as Demand Draft/Banker's Cheque from a Scheduled Bank.
- c. This Performance Guarantee shall be for an amount equivalent to **5%** of Agreement value. All incidental charges whatsoever such as premium, commission etc. with respect to the Performance Guarantee shall be borne by the Bidder. The Performance Guarantee shall be valid for six months post completion of the inspection of the all the lots offered by the Laptop supplier in accordance to the Delivery Schedule of the supplier. Subject to the terms and conditions in the performance Bank Guarantee, at the end of 6 months of final inspection of the Laptops, the Performance Bank Guarantee may be discharged/ returned by UPLC/GoUP upon being satisfied that there has been due performance of obligations of the Bidder under the Agreement. However, no interest shall be payable on Performance Guarantee.



- **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.

- **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 Pre-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. In case Bidder is the supplier of the Laptops selected under the Tender with tender No. **UPLC/HW/2012/13/1 Dated: 16/10/2012**
  - x. Bidder tries to influence the proposal evaluation process by unlawful means at any point of time during the Bid process.
  - xi. 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.
  - xii. Bidder fails to deposit the Performance Guarantee prior to signing of the Agreement or fails to enter into an Agreement within 15 working days of the date of Letter of award of Contract (LOI) or within such extended period, as may be specified by UPLC.

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

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

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

#### **- Income Tax Liability**

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

**SECTION VI**

**General Conditions of  
Agreement**

## Section VI – General Conditions of Agreement

### - Form of Agreement

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

### WHEREAS

- a. UPLC intends to enable the **Selection of Agency for Third Party Inspection of Laptops to be distributed throughout the state of Uttar Pradesh 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 Third Party Inspection of Laptops to be distributed throughout the state of Uttar Pradesh and issued a Request for Proposal (RFP) dated **09/11/2012**.
- 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 offer services of Inspection of Laptops 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 professional 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) Schedules of the Agreement;
  - (b) 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)

## - **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. **"Allied Equipments"** shall mean Power cable, Power Adaptor and Charger, User Manuals and Laptop backpacks, packaging/packing specifications & requirements, insurance certificates, barcode.
- iii. **"Bidder"** shall mean an Individual Company registered under the Companies Act 1956 which participates in the Bidding process.
- iv. **"Agency"** shall mean the Bidder Company after selection through the RFP with whom the order has been placed for inspection of Laptop as specified in this RFP/ Agreement and shall be deemed to include the Bidder's successors, representatives (approved by UPLC), heirs, executors, administrators and permitted assigns, as the case may be, unless excluded by the

terms of the Agreement.

- v. **"Bidder's Team"** means the successful Bidder who has to provide services under the scope of this RFP / Agreement. This definition shall also include any and/or all of the employees of Bidder, their authorized agents and representatives or other personnel employed or engaged either directly or indirectly by the Bidder for the purposes of the RFP/Agreement.
- 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'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.
- viii. **"UPLC"** shall mean U.P. Electronics Corporation Limited and shall include its legal representatives, successors and permitted assignees.
- ix. **"Agreement"** means all Schedules and the contents and specifications including the annexure, and any further amendments issued by UPLC, of the RFP and contents of this Agreement. Notwithstanding the foregoing, in the event of a conflict between the Agreement and the RFP, the terms of this Agreement shall prevail. In the event of a conflict between the Agreement and the Schedules, the terms of the Agreement shall prevail;
- x. **"Agreement Price / Value"** means the price payable to the Bidder under the Agreement for the full and proper performance of its contractual obligations.
- xi. **"Day"** means calendar day.
- xii. **"Deliverables"** means the services agreed to be delivered by the Agency in pursuance of this Agreement as defined in the RFP
- xiii. **"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.
- xiv. **"Government"** or **"GoUP"** means the Government of Uttar Pradesh.
- xv. **"Personnel"** means professionals and support staff provided by the Bidder and assigned to perform services or any part thereof."
- xvi. **"Third Party"** means any person or entity other than the Government, UPLC, and Bidder.
- xvii. **"In writing"** means communicated in written form with proof of receipt.
- xviii. **"Laptop Supplier"** shall mean the supplier(s) of Laptops pursuant to the selection through the Tender No. **UPLC/HW/2012/13/1 Dated: 16/10/2012** with whom the order has been placed for supplying Laptops in 313 Tehsils of Uttar Pradesh.
- xix. **"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

Banker's Cheque or Demand Draft or a Bank Guarantee.

- xx. **"Project"** shall mean Inspection of Laptops under the scope defined in RFP.
  - xxi. **"RFP" or "Request for Proposal"** means the documents containing the Qualification, Commercial and Legal Specifications. It includes Annexure(s), schedules and the clarifications, explanations and amendments issued from time to time.
  - xxii. **"Service Level Agreement (SLA)"** means the Level of Services to be provided by the Agency as provided in Section IV of the RFP
  - xxiii. **"Services"** means the services delivered to the Stakeholders of the Project using the tangible and intangible assets created, procured, installed, managed and operated by the Agency and includes but is not limited to the list of services specified in the RFP.
  - xxiv. **"Sign-off"** shall mean a written certification issued by UPLC/GoUP evidencing the acceptance, approval or completion, as the case may be, of any deliverable that may be required in terms of the Agreement.
  - xxv. **"Stakeholders"** includes UPLC & UPLC Employees; Government of Uttar Pradesh, Laptop supplier(s) and such other persons/entities that have direct or indirect role in the Project.
- 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.

#### - **Interpretation**

In this Agreement unless a contrary intention is evident:

- i. The section headings are for convenient reference only and do not form part of this Agreement;
- ii. Unless otherwise specified a reference to a section number is a reference to all of its sub-sections;
- iii. 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;

- iv. A word in the singular includes the plural and a word in the plural includes the singular;
- v. A word importing a gender includes any other gender;
- vi. A reference to a person includes a body corporate;
- vii. A reference to legislation includes legislation repealing, replacing or amending that legislation;
- viii. 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;
- ix. In the event of an inconsistency between the terms of this Agreement and the RFP and the Bid, the terms hereof shall prevail.

**- Representations & Warranties**

- a. The Agency warrants and represents to UPLC that:
  - a. it has full capacity and authority and all necessary approvals to enter into and to perform its obligations under this Agreement;
  - b. this Agreement is executed by a duly authorized representative of Bidder;
  - c. it shall discharge its obligations under this Agreement with due skill, care and diligence.
- b. In the case of the SLAs, the Agency warrants and assures to UPLC, that:
  - i. the Agency has full capacity and authority and all necessary approvals to enter into and perform its obligations under the SLAs and to provide the Services;
  - ii. the SLAs shall be executed by a duly authorized representative of the Agency;
  - iii. "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;"
  - iv. the services shall be provided and rendered by appropriately qualified, trained and experienced personnel as approved by UPLC;
  - v. The services shall be rendered in conformance with all applicable laws, enactments, orders and regulations;
  - vi. Agency shall use its reasonable endeavors to ensure that the equipment, software and hardware used in the course of the provision of the Services, are operational and functional; and
  - vii. The Agency at any point during performance of the Agreement shall be obligated to offer to



UPLC the latest versions of the available Information Technologies having equal or better performance or functionality at the same or lesser unit prices.

- c. In the event the Agency is unable to meet the obligations pursuant to the implementation of the Project, Operations and Maintenance & Provision of services and any related scope of work as stated in this Agreement and the Schedules attached herein, UPLC shall have the option to invoke the Performance Guarantee after serving a written notice of 30 (Thirty) days on the Agency.

**- Scope of Work/Agreement**

- i. Scope of work shall be as defined in this Agreement, Scope of Work and the Service Level Agreement and annexes thereto of this RFP.
- ii. UPLC has engaged the Agency for Inspection and Quality Control Testing of Laptops. The Agency is required to do the inspection of the Laptops, Quality control Testing, deployment of personnel at the testing site of Laptop supplier 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').
- iii. 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.
- iv. 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.

**- Duration of the Agreement**

This Agreement shall come into effect on \_\_\_\_\_2012 (hereinafter called the "Effective Date") and shall continue till the completion of the inspection of 15,00,000 Laptops, subject to fulfillment of the rights and obligations of the Parties under the Agreement. This notice shall confirm that the conditions precedent and effectiveness conditions, if any, have been met.

The Agreement shall start from the date of signing of this Agreement till the delivery of all the Laptops to the designated Tehsils by the Laptop supplier.

- **Performance Guarantee**

Within 15 (fifteen) days after the receipt of notification of award of the work (Letter of Intent) from UPLC the successful Bidder shall furnish performance guarantee to UPLC which shall be equal to 5% of the value of the Agreement and shall be in the form of a Bank Guarantee Bond or a DD/Banker's cheque from a Scheduled Bank in the Proforma given in **Annexure - 4**.

- **Agency's Obligations**

- a. The Agency would be required to perform inspection and quality control testing of the Laptops. It will be the Agency's responsibility to ensure compliance to the requirements and continued operation as per the schedule in accordance with and in strict adherence to the terms of this Bid, the RFP and this Agreement.
- b. In addition to the aforementioned, the Agency shall:
  - a. Provide 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.
  - b. The Agency shall ensure that the Agency's Team is competent, professional and possesses the requisite qualifications and experience appropriate to the task they are required to perform under this Agreement. The Agency shall ensure that the 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 and the Agency shall be liable for any non-performance, non-compliance, breach or other loss and damage resulting either directly or indirectly by or on account of its team.
- c. The Agency's representative shall have all the powers requisite for the performance of services under this Agreement. The Agency's representative shall liaise with UPLC's and Laptop supplier representative for the proper coordination and timely completion of the works and on any other matters pertaining to the works. He shall extend full co-operation to all the stakeholders' in the manner required by them for supervision/ inspection/ observation of hardware, equipment/material, procedures, performance, reports and records pertaining to the works. He shall also have complete charge of the Agency's personnel engaged in the performance of the works and to ensure internal discipline, compliance of rules, regulations and safety practice. He shall also co-ordinate and co-operate with the other Agencies of UPLC(if any) working at the Site/offsite for activities related to planning, execution of scope of work and providing services

under this Agreement.

d. Reporting Progress:

- a. Agency shall monitor progress of all the activities specified in the Agreement and submit free of cost monthly progress report about various aspect of the work to UPLC or its specified stakeholders. UPLC on mutual agreement between both parties may change the periodicity of such reports. Extracts of the progress report to be termed, as "Executive Summary" shall be submitted in 3 copies, along with 3 copies of monthly progress report. The same is required to be submitted in soft copy as well. Formats for such reporting shall be discussed at the time of Agreement finalization.
- b. Facilities/ services and/or labor to be provided by the Agency under the Agreement and the manner and speed of execution and maintenance of the work are to be conducted in a manner to the satisfaction of UPLC's representative in accordance with the Agreement. Should the rate of progress of the work compliance to the requirements of the schedule specified in this Agreement or any part of them, at any time, fall behind the stipulated time for completion or is found to be too slow to ensure completion of the works or insufficient for satisfactory operation the UPLC's representative shall so notify the Agency in writing.
- c. The Agency shall reply to the written notice giving details of the measures he proposes to take to expedite the progress so as to complete the works by the prescribed time. The Agency shall not be entitled to any additional payment for taking such steps.
- d. In case during the inspection work the progress falls behind schedule or does not meet the desired requirements, the Agency shall deploy extra manpower, resources, infrastructure to make up the progress or to meet the requirements. All time and cost effect in this respect shall be borne by the Agency.

d. Knowledge of Infrastructure:

- a. 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 Equipments Inspection as stipulated in the RFP including but not limited to environmental, geographical, demographic and physical conditions and all criteria required to perform the operations.
- b. The Agency shall be deemed to have understood the requirements and have satisfied himself contained in the Bidding documents, the quantities, the schedule and 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.
- c. 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/GoUP 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.

- **Agency's Team**

- a. The Agency shall provide to UPLC 5 (five) days prior to the effective date of commencement of works, an organization chart showing the proposed organization/manpower to be established by the Agency for execution of the work/facilities including the identities of the key personnel to be deployed. The Agency shall promptly inform UPLC in writing of any revision or alteration of such organization charts.
- b. The Agency shall be responsible for the deployment, transportation, accommodation and other requirements of all its employees required for the execution of the work and for all costs/charges in connection thereof.
- c. The Agency shall provide and deploy manpower at the site identified by UPLC for carrying out the inspection, only those manpower resources who are skilled and experienced in their respective trades and who are competent to execute or manage / supervise the work in a proper and timely manner.
- d. UPLC's representative may at any time object to and require the 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.
- e. UPLC's representative may at any time request the Agency to remove from the work the Agency's supervisor or any other authorized representative including any employee of the Agency or any person(s) deployed by Agency for professional incompetence or negligence or for being deployed for work for which he is not suited. UPLC's representative having made a request as aforesaid in the case of any person which the Agency has disregarded, may in the case of the same person at any time but on a different occasion and for a different instance of one of the reasons referred to above in this Clause object to and require the Agency to remove that person from deployment on the work which the Agency shall then forthwith do and shall not again deploy any person so objected to on the work or on the sort of work in question (as the case may be) without the written

consent of UPLC's representative.

- f. UPLC representative shall state to the Agency in writing his reasons for any request or requirement pursuant to this clause.
- g. The Agency shall maintain backup personnel and shall promptly provide replacement of every person removed pursuant to this section with an equally competent substitute from the pool of backup personnel.
- h. In case of change in its team composition owing to attrition the Agency shall ensure a reasonable amount of time-overlap in activities to ensure proper knowledge transfer and handover/takeover of documents and other relevant materials between the outgoing and the new member. The exiting team member should be replaced with an equally competent substitute from the pool of backup personnel.

- **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.

- **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:
  - 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
  - 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 a monthly basis to discuss any issues/bottlenecks being encountered. The Agency shall draw the minutes of these meetings and circulate to UPLC.

**- 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, after providing due notice to the Agency. UPLC may demand and upon such demand being made UPLC shall be provided with any document, data, material or any other information which it may require to enable it to assess the progress of the Project.
- b. UPLC shall also have the right to conduct, either itself or through another Third Party as it may deem fit, an audit to monitor the performance by the Third Party of its obligations/functions in accordance with the standards committed to or required by UPLC and the Agency undertakes to cooperate with and provide to UPLC/any other Agency appointed by UPLC, all documents and other details as may be required by them for this purpose. Any deviations or contravention identified as a result of such audit/assessment would need to be rectified by the Agency failing which UPLC may without prejudice to any other rights that it may have issue a notice of default.

**- UPLC's Obligations**

**• 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 and with the representative of Laptop supplier 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.

**• 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 for providing the service i.e. service tax or any such applicable tax from time to time, 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.

- **Information Security**

During the Term the Agency shall:

- a. take all reasonable and proper care of the entire hardware and software or any other information technology infrastructure components/equipments used for the Project and other facilities leased/owned by the Agency exclusively in terms of the delivery of the services as per this Agreement (hereinafter the "Assets") in proportion to their use and control of such Assets which will include all Inspection and tests to meet the current needs of the Project; and
- b. Handle all the tangible Assets in proper and/or the intangible Assets suitably upgraded subject to the relevant standards as stated in the RFP as on the date the Agency takes control of and/ or first uses the Assets and during the entire term of the Agreement, and
- c. ensure that any instructions or manuals supplied by the manufacturer of the Assets for use of the Assets and which are provided to the Agency will be followed by the Agency and any person who will be responsible for the use of the Assets; and
- d. not knowingly or negligently use or permit any of the Assets to be used in contravention of any statutory provisions or regulation or in any way contrary to law; and
- e. use the Assets exclusively for the purpose of providing the services as appropriate; and
- f. not sell, offer for sale, assign, mortgage, encumbrance, pledge, sub-let or lend out any of the Assets; and
- g. use the Assets only in accordance with the terms hereof; and
- h. A sign off from UPLC at each stage is essential to close each of the above considerations.

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- **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.

- **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:

- Any negligence or wrongful act or omission by the Agency or the Agency's Team in connection with or incidental to this Agreement; or
  - 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.

**- 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 providing the services as specified under this Agreement;
- b. The Agency may only disclose Information in the following circumstances:
1. With the prior written consent of UPLC.
  2. To a member of the Agency's Team ("Authorized Person") if:
    - i. The Authorized Person needs the Information for the performance of obligations under this Agreement;
    - ii. The Authorized Person is aware it and is obliged to use it only for the performance of obligations under this Agreement.
- c. The Agency shall do everything reasonably possible to preserve the confidentiality of the Information including execution of a confidentiality Agreement with the members of the sub-Agency and other Agency's team members to the satisfaction of UPLC.
- d. The Agency shall sign a Non Disclosure Agreement (NDA) with UPLC. The Agency or its antecedents shall be bound by the NDA. The Agency will be held responsible for any breach of the NDA by its antecedents or delegates.
- e. The Agency shall notify UPLC promptly if it is aware of any disclosure of the Information otherwise than as permitted by this Agreement or with the authority of UPLC.
- f. The 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.
- g. 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.



- **Term and Extension of the Agreement**

- a. The term of this Agreement shall be for a period as indicated in the Agreement and Agreement shall come to an end on expiry of such period as per section 6.6 except when its term is extended by UPLC.
- b. UPLC shall reserve the sole right to grant any extension to the term mentioned above on mutual agreement including fresh negotiations on terms and conditions.

- **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.

- **Alteration/Variation**

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

- **Suspension of Work**

- i. 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.
- ii. 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.

**- Completion of work as per Agreement**

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

**- Payment Schedule**

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

Milestone	Milestone Particulars	Payment Schedule
Milestone 1	Inspection of 5% of the ordered quantity of Laptops submitted for inspection by Laptop Supplier	5% of the Order Value
Milestone 2	Inspection of 5% of the ordered quantity of Laptops submitted for inspection by Laptop Supplier	5% of the Order Value
Milestone 3	Inspection of 25% of the ordered quantity of Laptops submitted for inspection by Laptop Supplier	25% of the Order Value
Milestone 4	Inspection of 25% of the ordered quantity of Laptops submitted for inspection by Laptop Supplier	25% of the Order Value
Milestone 5	Inspection of 20% of the ordered quantity of Laptops submitted for inspection by Laptop Supplier	20% of the Order Value
Milestone 6	Inspection of 20% of the ordered quantity of Laptops submitted for inspection by Laptop Supplier	20% of the Order Value

- c. The timelines for the release of payments by UPLC are given below:

Payment Schedule	Within 30 days of acceptance of Inspection Certificate	Within 90 days of acceptance of Inspection Certificate
Payment	85% of amount payable against inspection of Laptops in each Milestone.	Remaining 15% of the amount payable against inspection of Laptops in each Milestone.

- ii. 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. Any increase or decrease in the Service Tax will be to the account of Agency, for the services provided in this Contract.

- iii. 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.

**- 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/GoUP, UPLC may, where it deems fit, issue to the defaulting party another default notice or proceed to adopt such remedies as may be available to UPLC/GoUP.

**- 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.

**- Termination of the Agreement by Agency**

- i. UPLC/GoUP 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/GoUP 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/GoUP 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.

- ii. 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.

## - **Termination**

### i. **By UPLC:**

UPLC may terminate this Agreement in case of the occurrence of any of the events specified in paragraphs (i) through (vii) of this **Section 6.27 (a)**. In such an occurrence "UPLC" shall give a not less than thirty (30) days' written notice of termination to the Agency, and sixty (60) days' in case of the event referred to in (viii).

- i. If the Agency fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to **Section 6.21** 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/GoUP 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/GoUP, has engaged in corrupt or fraudulent practices in competing for or in executing this Agreement.
- v. If the Agency submits to UPLC/GoUP a false statement which has a material effect on the rights, obligations or interests of UPLC/GoUP.
- vi. If the Agency places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to UPLC/GoUP.
- 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.
- ii. UPLC/GoUP 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.
- iii. 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.
- iv. The termination provisions set out in this Agreement shall also apply to the SLAs.
- v. **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/GoUP 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/GoUP fails to comply with any final decision reached as a result of arbitration pursuant to this Agreement.
- iv. If UPLC/GoUP is in material breach of its obligations pursuant to this Agreement and has not remedied the same within forty-five (45) days (or such longer period as the Agency may have subsequently approved in writing) following the receipt by UPLC/GoUP of the Agency's notice specifying such breach.

**vi. 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

**vii. 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 atleast for a period of 30 days unless UPLC waives such period.

**viii. Payment upon Termination:**

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

- a. If the Agreement is terminated pursuant to Section 6.28 (a) (viii, ix) or 6.28 (e), payment due pursuant to Payment Schedule hereof for services satisfactorily performed prior to the effective date of termination,
- b. If the Agreement is terminated pursuant to Section 6.27 (a) (i) to (vii), the Agency shall not be entitled to receive any payments upon termination of the Agreement. Under such circumstances, upon termination, UPLC/GoUP may also impose liquidated damages as per the provisions of this Agreement. The Agency will be required to pay any such liquidated damages UPLC/GoUP within 30 days of termination date.

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

If either Party disputes whether an event specified in paragraphs (i) through (vii) of Section 6.27 (a) or in Section 6.27 (e) hereof has occurred, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter to 6.32 hereof, and this Agreement shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

**- Consequences of Termination**

- a. In the event that UPLC, or the Agency, terminates this Agreement then depending on the event of default, compensation will be decided in accordance with the Payment Schedule as per section 6.24 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.

- **Penalty**

In the event, the Agency fails to meet the Project responsibilities including target performance metrics 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 stipulated in the SLAs in terms of the SLA contained the RFP and additional penalty towards the damages as mentioned above. UPLC without prejudice to his other rights and remedies, to deduct from the Price as payable in terms of this Agreement, or receive as payment, at the discretion of UPLC, the penalties that are imposed in terms of this Agreement.

- **Liquidated Damages**

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

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

- **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 from time to time. 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.

- **Dispute Resolution**

**a. Amicable Settlement**

Performance of the Agreement is governed by the terms and conditions of the Agreement. In case a dispute arises between the parties regarding any matter under the Agreement, either Party of the Agreement may send a written Notice of Dispute to the other party. The Party receiving the Notice of Dispute will consider the Notice and respond to it in writing within 30 days after receipt.



If that party fails to respond within 30 days, or the dispute cannot be amicably settled within 60 days following the response of that party, **Section 6.32 (b)** shall become applicable

**b. Arbitration**

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

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

In the event of constitution of a statutory Regulatory authority or Commission appointed by GoUP with powers to adjudicate upon disputes between UPLC and the Agency, all Disputes arising after such constitution shall instead of reference to arbitration under Section 6.33 (b), be adjudicated upon by such Regulatory Authority or Commission in accordance with the Applicable Law and all references to Dispute Resolution Procedure shall be construed accordingly. For the avoidance of doubt, the Parties hereto agree that the adjudication hereunder shall not be final and binding until an appeal against such adjudication has been decided by an appellate tribunal or 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.**

**- 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.

**- 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:
  - x. Such firm is supplying Laptops selected under the Bidding process of the Tender with Tender number UPLC/HW/2012/13/1
    - a. such firm is providing consulting/monitoring services directly related to providing goods, works, or non-consulting services for the preparation or implementation of the Project to be Bid for. This provision does not apply to the various firms (consultants, contractors, or Agency) which together are performing the Contractor's obligations under a turnkey or design and built Contract; or
    - b. such firm (including its personnel) has a close business or family relationship with a professional staff of UPLC or;
    - c. 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.

- **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.

- **“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.

- **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.

- **Force Majeure**

a. Definition

a. 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.

b. 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.

c. Subject to **Section 6.38 (b)**, Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder

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

c. Measures to be taken

a. 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

b. 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

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

In the event the Force Majeure substantially prevents, hinders or delays the 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.

- **General**

- **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.

- **No Assignment**

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

- **Sub Contracting**

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

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- **Survival**

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

- **Governing Law**

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

- **Jurisdiction of Courts**

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

- **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.

- **Notices**

2. 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.
3. 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.
4. 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).
5. 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.

- **Modification**

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

**SECTION VII**

**Miscellaneous Conditions**



## Section VII- Miscellaneous Conditions

### - Personnel

#### a. General

- i. The Agency shall employ and provide such qualified and experienced Personnel to carry out the required services as set out in the RFP.
- ii. The Agency shall provide the structure of the Implementation Team.
- iii. The Agency shall arrange the required number of teams for PDI and QCT at locations mutually agreed upon by the UPLC, Laptop supplier and TPA at the time of signing of the Agreement.
- iv. The Agency shall clearly mention the details of Technical Staff deployed at the inspection site.
- v. The Agency is required to provide CVs of the Key personnel such as Project Manager, Team Lead etc clearly mentioning professional & educational background. Besides the positions mentioned, the Agency is free to propose personnel for any other managerial posts which he feels would be important for successful implementation of the Project.

#### b. Removal and/or Replacement of Personnel

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

- c. Personnel assigned by Agency to perform the work shall be employees of Agency, and under no circumstances shall such personnel be considered employees of UPLC/GoUP. Agency shall have the sole responsibility for supervision and control of its personnel and for payment of such personnel's entire compensation, including salary, withholding of income taxes and social security taxes, worker's compensation, employee and disability benefits and the like and shall be responsible for all employer obligations under all applicable laws. Such personnel shall, under no circumstances be eligible for any rights or lien over UPLC/GoUP as a result of engagement in the Project.
- d. The Agency shall train his employees as per the work being performed by the Agency. The parameters of the training required for these employees shall be in accordance with the latest

- procedures and processes available in the relevant areas of work.
- e. The Agency shall not remove Key personnel without the prior written consent of UPLC under the applicable Project Engagement Definition. Any changes to the proposed resources, Agency shall provide equivalent or more experienced resources in consultation with UPLC.
  - f. Except as stated in this Section, nothing in this RFP or the SLA will limit the ability of Agency or any Agency freely to assign or reassign its employees; provided that Agency shall be responsible, at its expense, for transferring all appropriate knowledge from personnel being replaced to their replacements. UPLC shall have the right to review and approve Agency's plan for any such knowledge transfer. Agency shall maintain the same standards for skills and professionalism among replacement personnel as in personnel being replaced.
  - g. Each Party shall be responsible for the performance of all its obligations under this Agreement or SLA and shall be liable for acts and omissions of its employees & agents in connection therewith.
  - h. Agency shall ensure that at all times during its performance of the services, a resident Project manager, acceptable to UPLC, shall take charge of the performance of services.

- **Assignment**

All terms and provisions of this Agreement shall be binding on and shall inure to the benefit of UPLC, Agency and subject to the terms of the Agreement. Transfer of any assignment or transfer of this Agreement or the SLAs or any rights hereunder by either Party shall be strictly prohibited.

- **Trademarks, Publicity**

Neither Party may use the trademarks of the other Party without the prior written consent of the other Party, except as required by law or the rules and regulations of the stock exchange upon which the securities of the Agency is listed. Either Party shall publish or permit to be published either along or in conjunction with any other person any press release, information, article, photograph, illustration or any other material of whatever kind. This will be specifically related to this Agreement, the SLAs or the business of the Parties without prior reference to and approval in writing from the other Party, such approval not to be unreasonably withheld or delayed.

- **Variations and Further Assurance**

- o No amendment, variation or other change to this Agreement or the SLAs unless agreed upon in writing and signed by the duly authorized representatives of the Parties to this Agreement or the SLAs.
- o Each Party to this Agreement or the SLAs agree to enter into or execute, without

limitation, whatever other Agreement, document, consent and waiver and to do all other things which shall or may be reasonably required to complete and deliver obligations set out in this Agreement or SLAs.

- **Severability and Waiver**

- a. If any provision of this Agreement or the SLAs, or any part thereof, shall be found by any court or administrative body of competent jurisdiction to be illegal, invalid or unenforceable, the illegality, invalidity or unenforceability of such provision or part provision shall not affect the other provisions of this Agreement or the SLAs or the remainder of the provisions in question which shall remain in full force and effect. The relevant Parties shall negotiate, in good faith, in order to agree to substitute for any illegal, invalid or unenforceable provision a valid and enforceable provision within 7 working days, which achieves to the greatest extent possible the economic, legal and commercial objectives of the illegal, invalid or unenforceable provision or part provision.
- b. Failure to exercise or enforce and delay in exercising or enforcing on the part of either Party to this Agreement or the SLAs of any right, remedy or provision of this Agreement or the SLAs shall not operate as a waiver of such right, remedy or provision in any future application nor shall any single or partial exercise or enforcement of any right, remedy or provision preclude any other or further exercise or enforcement of such right, remedy or provision or the exercise or enforcement of any other right, remedy or provision.

- **Compliance with Laws and Regulations**

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

- **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 its nominated agencies in connection with this Agreement and acknowledges that the giving of any such payment, gifts, entertainment, or other things of value is strictly in violation of UPLC's standard policies and may result in cancellation of this Agreement, the SLAs and the Project Engagement Definitions.

- **Entire Agreement**

This Agreement, the SLAs and the Project Engagement Definitions, all schedules appended thereto and the contents and specifications of the RFP constitute the entire Agreement between the Parties with respect to their subject matter, and as to all other representations, understandings or Agreements which are not fully expressed herein.

- **Survivability**

The termination or expiry of this Agreement or the SLAs for any reason shall not affect or prejudice any terms of this Agreement, or the rights of the Parties under them which are either expressly or by implication intended to come into effect or continue in effect after such expiry or termination.

- **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 all claims/damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing the services under the Project.
- f. 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.
- g. 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.

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

**SECTION VIII**

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

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

### - Format 1 - Qualification Bid Letter

[Date]

To,

U.P. Electronics Corporation Limited

10, Ashok Marg, Lucknow - 226001

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

Fax: 0522-2288583

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

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

**Ref: Request for Proposal (RFP): Qualification Bid for ‘Selection of Agency for Third Party Inspection of Laptops to be distributed throughout the State of Uttar Pradesh’**

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

We, the undersigned Bidders, having read and examined in detail the entire RFP do hereby propose to offer professional services of Inspection of Laptops and the Allied Equipments (including Backpacks, Battery and power adapter) as specified in the RFP number <RFP REFERENCE NUMBER> Dated <DD/MM/YYYY> along with the following:

a. BID DOCUMENT FEES

We have enclosed a Demand Draft/Banker's Cheque / RFP purchase receipt (in case RFP is purchased from UPLC Office) for the sum of INR 10,000 /- (Rupees Ten Thousand only) as RFP Document fee as per Section 1.5

b. PROCESSING FEES

We have enclosed a Demand Draft/Banker's Cheque for the sum of INR 25,000 /- (Rupees Twenty Five Thousand only) as Bid processing fee as per Section 1.5

c. EARNEST MONEY DEPOSIT (EMD)

We have enclosed an EMD in the form of a Demand Draft/Banker's Cheque/Bank Guarantee for the sum of INR 3,00,000 (Rupees Three Lac only).

d. PERFORMANCE GUARANTEE

We hereby declare that in case the work is awarded to us, we shall submit the Performance Guarantee in the form prescribed in Annexure - 4 and as per Section VI.

e. CERTIFICATE OF AUTHORITY

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

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

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

Thanking you,

Yours faithfully,

(Signature of the Bidder)

Printed Name

Designation

Seal

Date:

Business Address:



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

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

**i. Format 3 - Qualification Check List**

<b>S. No.</b>	<b>Clause</b>	<b>Documents Required</b>	<b>Compliance (Yes/No)</b>	<b>Page No.</b>
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S. No.	Clause	Documents Required	Compliance (Yes/No)	Page No.
1.	The Bidder should be registered under Companies Act, 1956 in India and should have been in operation for a period of at least 5 years in India.	e. Certificate of Incorporation. f. Certificate of Commencement of Business issued by the Registrar of Companies. g. Memorandum and Articles of Association. h. Annual Reports for the last 5 years.		
2.	The Authorized Signatory signing the Bid on behalf of the Bidder should be duly authorized by the Board of Directors of the Bidding Company to sign the Bid and the Contract/Agreement on their behalf.	A Certificate from the Company Secretary of the Bidder certifying that the Bid signatory is authorized by the Board of Directors of the Company to do so, with resolution number and date.		
3.	The Bidder should be an individual organization. Consortium shall not be allowed.	Undertaking from the Company Secretary of the Bidder certifying that Bidder is an individual organization and has not entered into any Consortium for this Bid.		
4.	The Bidder should have an average annual turnover of at least INR 25 crores during the last three financial years (i.e. 2009-2010, 2010-2011, 2011-2012) & an aggregated turnover of minimum INR 2 Crores from IT Audit/ IT consultancy/IT Advisory/ Business Performance Services in the last three financial years ending 31 <sup>st</sup> March 2012 from Govt/Semi-Govt/PSU/Financial Institutions including Banks.	d. Audited Profit and Loss Statement and Balance sheets. e. Statutory Auditor Certificate or Certificate from the Company Secretary of the Bidder clearly specifying the turnover for the specified years. f. Certificate from Statutory auditor confirming the turnovers for last three financial years for both annual turnover as well as turnover from IT Audit/ IT consultancy/ IT Advisory/ Business Performance Services.		
5.	The Bidder should have a	Audited annual accounts or		

S. No.	Clause	Documents Required	Compliance (Yes/No)	Page No.
	<p>consolidated minimum positive Net Worth as on the last day of preceding last 3 financial years (i.e. 2009-2010, 2010-2011, 2011-2012).</p> <p>[Net Worth=Paid-up share capital + Reserves and surpluses (Excluding Revaluation Reserves) – Preliminary and pre-operative expenditure and miscellaneous expenditure to the extent not written off, as per the annual report and as adjusted with any qualifications in the Auditors' Report]</p>	<p>Statutory Auditor Certificate or Certificate from the Company Secretary of Bidder specifying the Net Worth for the specified years.</p>		

S. No.	Clause	Documents Required	Compliance (Yes/No)	Page No.
6.	The Bidder should have positive Net Cash Accruals (Profit after Tax + Depreciation – Dividends) in each of the previous three financial years (i.e. 2009-2010, 2010-2011 & 2011-2012).	<ul style="list-style-type: none"> <li>• Audited Profit and Loss Statement for the specified financial years.</li> <li>• Certificate from Statutory Auditor or Certificate from the Company Secretary of Bidder clearly mentioning the Net Profit for the specified years.</li> </ul>		
7.	The Bidder should have relevant Project experience of at least 3 projects (each of value of INR 25 Lacs) in IT Audit/IT consultancy/ IT Advisory/ Business performance Services in each of the last 3 financial years of which two projects should have been executed in a Govt./ Semi-Govt./ PSU/ Financial Institutions including Banks in each of the last three financial years (i.e. 2009-10, 2010-11, 2011-12).	<ul style="list-style-type: none"> <li>• Copy of Work order and Certificate of completion or successful implementation by the client OR self Certificate attested by the client.</li> <li>• Documentary proof for the stated Project value attested by the client or certified by the Company Secretary of the Bidder.</li> </ul>		
8.	The Bidder would undertake not to sub-contract / outsource any part of the work defined under the Agreement.	Undertaking from the Company Secretary for non-subcontracting/non-outsourcing of the work.		
9.	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.	Certificate from the Company Secretary to the effect that the Bidder is not blacklisted by any of the Ministry/ Department of Government of India/ State Governments.		

S. No.	Clause	Documents Required	Compliance (Yes/No)	Page No.
10.	The Bidder must have a team of professionals having valid professional certifications such as ISO 27001/ ITIL/ ISO 20000 and must have on its payroll at least ten professionals under the above mentioned categories.	Undertaking from the Company Secretary and copy of valid certificates.		
11.	The Bidder must have at least 50 full time technically qualified professionals on its rolls in the area of Information technology specifically in the areas of IT consulting/ IT Audit/SLA audit/ IT Infrastructure/ IT Advisory as on date of submission of bid.	Certificate from Head of HR Department or the Company Secretary for number of technically qualified professionals employed by the Company on its rolls.		
12.	The Bidder should preferably have an office in Lucknow, Uttar Pradesh. However, if the local presence is not there in the state, the selected Bidder should give an undertaking for establishment of an office, within one calendar month of LOI.	Certificate from the Company Secretary to the effect that the Bidder shall establish an office in Lucknow.		
1.	The Bidder should offer to do the inspection and testing of a minimum of 3,50,000 number of Laptops.	Undertaking from the authorized signatory of the quantity to be offered for Inspection and Testing.		

S. No.	Clause	Documents Required	Compliance (Yes/No)	Page No.
13.	The Bidder shall make a Technical Presentation to the TTEC.	The following components have to be included in the presentation 14. Understanding of Scope/ Project requirements 15. Staffing schedule 16. Detailed work plan for the inspection in accordance to the scheduled delivery time of supply of Laptops 17. SLA Compliance		
18.	Demand Draft/ Banker's Cheque against RFP Paper Cost for an amount INR 10,000/- (Rupees Ten Thousand only)	D.D. No.  Bank:  Date:		
19.	Demand Draft/Banker's Cheque against Bid Processing Fee for amount INR 25,000/- (Rupees Twenty five thousand only)	D.D. No.  Bank:  Date:		
20.	Demand Draft/ Banker's Cheque/ Bank Guarantee against Earnest Money for amount INR 3,00,000 (Rupees Three Lac only).	D.D. No./ BG No.  Bank:  Date:		

**ii. Format 4 - Format for Submission of Qualification Bids**

Instructions:

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

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

<b>TPA 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>	



### iii. Format 5 - Financial Information

#### 8.5.1. Annual Turnover of the Bidder (As per Point 4 of Section II)

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

#### Documentary Proof Required:

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

#### 8.5.2. Net Worth of the Bidder (As per Point 5 of Section II)

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

#### Documentary Proof Required:

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

#### 8.5.3. Positive Net Cash Accruals of the Bidder (As per Point 6 of Section II)

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

#### Documentary Proof Required:

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

**iv. 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 7 of Section II. In case the Bidder provides more than one citation against each category, only the first occurring citation shall be evaluated. **The relevant documentary proofs for a citation need to be attached just below the details of the citations in this format.** Documentary proofs provided elsewhere (not below the details of the citation format) may not be considered by the UPLC for evaluation.

<b>Project Title:</b>			
<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):	
		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.

**v. Format 7 - 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 Third Party Inspection of Laptops to be distributed throughout the State of Uttar Pradesh for a period of one year. I hereby declare that my Company has not been debarred / black listed by any Ministry/Department of Government of India or State Government. I further certify that I am competent officer in my Company to make this declaration.

Yours faithfully,

(Signature of the Bidder)

Printed Name

Designation

Seal

Date:

Business Address:

**Documentary Proof Required:**

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

**12.3 Format 8 Undertaking from the Bidder for the Quantity to be offered for Inspection**

(IN LETTER HEAD PRINTED FORMAT)

[Date]

To,

The Managing Director,

U.P. Electronics Corporation Limited

10, Ashok Marg, Lucknow - 226001

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

Fax: 0522-2288583

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

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

**Ref: Request for Proposal (RFP): Qualification Bid for 'Selection of Agency for third party Inspection of Laptops to be distributed throughout the State of Uttar Pradesh'**

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

Dear Sir,

We, the undersigned Bidders, shall undertake to perform the required services of inspection and Testing for a minimum quantity of **43,00,000 (Three ourLacs)** nos. of Laptops under this RFP if our Bid becomes successful.3inspection of 35Three Lacs and Fifty ThousandLaptop

Sincerely Yours,:

Name:

Designation:

Signed:

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

Stamp of Bidder

**12.4 Format 9 - Plan of action for the proposed work**

S. No.	Component Description	Remarks
1.	Understanding of Scope/ Project requirements	
2.	Staffing Schedule	
3.	Detailed work plan in accordance to the scheduled delivery of supply of Laptops	
4.	SLA compliance	

**Note:** Please attach the relevant documents.

**vi. Format 10 - Declaration of Acceptance of Terms and Conditions in the RFP**

[Date]

To,

The Managing Director

U.P. Electronics Corporation Limited

10, Ashok Marg, Lucknow - 226001

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

Fax: 0522-2288583

Sir,

I have carefully gone through the Terms & Conditions contained in the RFP document [No. ....] regarding selection of Agency for Third Party Inspection of Laptops to be distributed throughout the State of Uttar Pradesh.

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

Yours faithfully,

(Signature of the Bidder)

Printed Name

Designation

Seal

Date:

Business Address:

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

**vii. Format 11 – CV Format of Key Personnel**

- The Bidder should enclosed its key Personnel Details as a part of Technical Presentation.
- The Bidder is free to propose personnel for any other managerial posts which he feels would be important for successful implementation of the Project.
- CVs of all resources proposed MUST be provided in the format given below. Any CVs provided in different formats or with missing information may not be considered for evaluation, at the discretion of TTEC.
- TTEC may, at its discretion, request the Bidder to provide additional details with respect to any or all of the personnel proposed, if found pertinent to the evaluation process.

1.	Name			
2.	Proposed Position			
3.	Date of Birth			
4.	Years with Firm (if applicable)			
5.	Nationality			
6.	Education			
	Degree (Specialization)	Institution		Year in which obtained
7.	Other Professional certification or training			
8.	Languages & degree of proficiency			
9.	Countries of Work Experience			
10.	Employment record ( <i>Starting with present position, list in reversed order every employment held for the last ten years and state the start and end dates of each employment</i> ) ( <i>Clearly distinguish your "employer" as an employee of the firm from a "client" for whom you have worked as a consultant or an adviser</i> )			
	Employer	From	To	Position held and Description of duties
11.	Detailed tasks handled (Domestic and International) :( <i>Work undertaken that best illustrates capability to handle the work and tasks assigned</i> )			

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



**SECTION IX**

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

## Section IX- Format for Response to RFP: Commercial Bid

### 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 Third Party Inspection of Laptops to be distributed throughout the State of Uttar Pradesh**

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

We, the undersigned Bidder, having read and examined in detail the entire RFP in respect of **Selection of Agency for Third Party Inspection of Laptops to be distributed throughout the State of Uttar Pradesh** do hereby propose to provide the services of inspection of Laptops prior to the shipment to the designated locations as specified in the RFP number <RFP REFERENCE NUMBER> Dated <DD/MM/YYYY>.

We, hereby shall undertake to perform the required services of inspection and Testing for a minimum quantity of **43,00,000 (Three ourLacs)** nos. of Laptops under this RFP if our Bid becomes successful.

#### 1. PRICE AND VALIDITY

- All the prices mentioned in the RFP are in accordance with the terms as specified in the RFP. All the prices and other terms and conditions of this RFP are valid for a period of 180 calendar days from date of opening of the RFP.
- We have studied the clause relating to Indian Income Tax and hereby declare that if any income tax, surcharge on Income Tax, Service tax, Professional and any other corporate Tax payable under the law, we shall pay the same.

#### 2. RFP PRICING

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

3. QUALIFYING DATA

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

4. BID PRICE

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 IX) of this Section attached with our RFP as part of the RFP.

5. PERFORMANCE GUARANTEE

We hereby declare that in case the work is awarded to us, we shall submit the Performance Guarantee in the form prescribed in Annexure - 4 and as per Section V.

We hereby declare that our Tender is made in good faith, without collusion or fraud and the information contained in the RFP is true and correct to the best of our knowledge and belief. We understand that our Tender is binding on us and that you are not bound to accept a 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:

## 2. Format 2 – Cost summary

- 1 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.
- 2 All the prices (even for taxes) are to be entered in Indian Rupees only (% values are not allowed)
- 3 It is mandatory to provide breakup of all Taxes, Duties and Levies wherever applicable and / or payable.
- 4 UPLC reserves the right to ask the Bidder to submit proof of payment against any of the taxes, duties, levies indicated.
- 5 UPLC shall take into account all taxes, duties & levies for the purpose of evaluation
- 6 The Bidder needs to account for all Out of Pocket expenses due to Travel, boarding, lodging and other related items.

**Table: Cost Summary**

S. No	Item Description	Total Quantity offered for Inspection (Nos.)	Unit rate for Laptop Inspection (INR)	Total Amount in words (INR)	Service Tax (INR)	Total Price Including Service Tax (INR)

## Schedule I: Exit Management Schedule

- **Purpose**

- a. This Schedule sets out the provisions, which will apply on expiry or termination of the Agreement, the Project Implementation, Operation and Management SLA.
- b. In the case of termination of the Project Implementation and/or Operation and Management & service providing SLAs due to illegality, the Parties shall agree at that time whether, and if so during what period, the provisions of this Schedule shall apply.
- c. The Parties shall ensure that their respective associated entities carry out their respective obligations set out in this Exit Management Schedule.
- d. The exit management period starts, in case of expiry of Agreement, on the date when the Agreement comes to an end or in case of termination of Agreement, on the date when notice of termination is sent to the 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.

- **Transfer of Project Assets**

- a. 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 provided and yet to be provided within 30 days of such notice. UPLC shall then be entitled to serve notice in writing on the Agency at any time prior to the date that is 30 days prior to the end of the exit management period requiring the Agency to sell any of the Assets to be transferred to UPLC at book value (as determined as of the date of such notice).
- b. Upon service of a notice under **Schedule I (2) (a)** above the following provisions shall apply:
  - i. In the event, if the Assets to be transferred are mortgaged to any financial institutions by the 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.
  - ii. All risk in and title to the Assets to be transferred to be purchased by UPLC pursuant to **Schedule I (2) (a)** shall be transferred to UPLC, on the last day of the exit management period.
  - iii. In case of termination, UPLC/GoUP shall pay to the 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.

- iv. Before the expiry of the exit management period, all Project Assets including the equipments, hardware, software, documentation and any other infrastructure shall have been renewed and cured of all defects and deficiencies as necessary so that the Project is compliant with the Specifications and Standards set forth in the RFP, Agreement and any other amendments made during the Agreement period;
- v. Before the expiry of the exit management period, the 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;
- vi. Before the expiry of the exit management period, the Agency returns all the records stored to UPLC or its nominee;
- vii. 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
- viii. 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.

- **Cooperation and Provision of Information**

During the exit management period:

- a. the Agency will allow UPLC access to information reasonably required to define the then current mode of operation associated with the provision of the services to enable UPLC to assess the existing services being delivered;
- b. Promptly on reasonable request by UPLC, the Agency shall provide access to and copies of all information held or controlled by them which they have prepared or maintained in accordance with the Agreement, the Project Implementation, and the Operation and Management SLA relating to any material aspect of the services. UPLC shall be entitled to copy all such information. Such information shall include details pertaining to the services rendered and other performance data. The Agency shall permit UPLC and/or any Replacement Agency to have reasonable access to its employees and facilities as reasonably required by UPLC to understand the methods of delivery of services employed by the Agency and to assist appropriate knowledge transfer.

- **Confidential Information, Security and Data**

- a. The Agency will promptly on the commencement of the exit management period supply to UPLC the following:
  - information relating to the current services rendered and customer satisfaction surveys and performance data relating to the performance of in relation to the services;
  - documentation relating to UPLC's Intellectual Property Rights;
  - UPLC data and confidential information;
  - all current and updated Project data as is reasonably required for purposes of UPLC or its nominated agencies transitioning the services to its Replacement Agency or its nominated agencies in a readily available format nominated by UPLC;
  - all other information (including but not limited to documents, records and Agreement/Contracts) relating to the services reasonably necessary to enable UPLC or its nominated agencies, or its Replacement Agency to carry out due diligence in order to transition the provision of the Services to UPLC or its nominated agencies, or its Replacement Agency(as the case may be).
- b. Before the expiry of the exit management period, the Agency shall deliver to UPLC all new or up-dated materials from the categories set out in **Schedule I (4) (a)** above and shall not retain any copies thereof, except that the Agency shall be permitted to retain one copy of such materials for archival purposes only.
- c. Before the expiry of the exit management period, unless otherwise provided under the Agreement, UPLC shall deliver to the Agency all forms of Agency confidential information, which is in the possession or control of UPLC or its users.

- **Employees**

- a. Promptly on reasonable request at any time during the exit management period, the Agency shall, subject to applicable laws, restraints and regulations (including in particular those relating to privacy) provide to UPLC a list of all employees (with job titles) of the Agency dedicated to services at the commencement of the exit management period;
- b. Where any national, regional law or regulation relating to the mandatory or automatic transfer of the contracts of employment from the Agency to UPLC or its nominees, or a Replacement Agency ("Transfer Regulation") applies to any or all of the employees of the Agency, then the Parties shall comply with their respective obligations under such Transfer Regulations.
- c. To the extent that any Transfer Regulation does not apply to any employee of the Agency, UPLC, or its Replacement Agency may make an offer of employment or Contract for services to such employee of the Agency and the Agency shall not enforce or impose any contractual

provision that would prevent any such employee from being hired by UPLC or any Replacement Agency.

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

- **Transfer of Certain Contracts**

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 service provision contract between Agency and third party lessors, Agency, and which are related to the services and reasonably necessary for carrying out of replacement services by UPLC or its Replacement Agency.

- **Rights of Access to Premises**

- a. At any time during the exit management period, where Assets are located at the Agency premises, the Agency will be obliged to give reasonable rights of access to (or, in the case of Assets located on a third party's premises, procure reasonable rights of access to) UPLC, and/or any Replacement Agency in order to make an inventory of the Assets.
- b. The Agency shall also give UPLC or its nominated agencies, or any Replacement Agency right of reasonable access to the Agency premises and shall procure UPLC or its nominated agencies and any Replacement Agency rights of access to relevant third party premises during the exit management period and for such period of time following termination or expiry of the Agreement as is reasonably necessary to migrate the services to UPLC or its nominated agencies, or a Replacement Agency.

- **General Obligations of the Agency**

- a. The Agency shall provide all such information as may reasonably be necessary to effect as seamless a handover as practicable in the circumstances to UPLC or its nominated agencies or its Replacement Agency and which the Agency has in its possession or control at any time during the exit management period.
- b. The Agency shall commit adequate resources to comply with its obligations under this Exit Management Schedule.



- **Exit Management Plan**

- a. The Agency shall provide UPLC with a recommended exit management plan ("Exit Management Plan") which shall deal with at least the following aspects of exit management in relation to the Agreement as a whole and in relation to the Project Implementation, and the Operation and Management SLA.
  - i. A detailed program of the transfer process that could be used in conjunction with a Replacement Agency including details of the means to be used to ensure continuing provision of the services throughout the transfer process or until the cessation of the services and of the management structure to be used during the transfer;
  - ii. plans for the communication with such of the Agency staff, suppliers, customers and any related third party as are necessary to avoid any material detrimental impact on UPLC's operations as a result of undertaking the transfer;
  - iii. Plans for provision of contingent support to UPLC and Replacement Agency for a reasonable period after transfer.
- b. The Agency shall re-draft the Exit Management Plan bi-annually thereafter to ensure that it is kept relevant and up to date.
- c. Each Exit Management Plan shall be presented by the Agency to and approved by UPLC or its nominated agencies.
- d. The terms of payment as stated in the Terms of Payment Schedule include the costs of the Agency complying with its obligations under this Schedule.
- e. In the event of termination or expiry of Contract, Project Implementation, or Operation and Management SLA, each Party shall comply with the Exit Management Plan.
- f. During the exit management period, the Agency shall use its best efforts to deliver the services.
- g. Payments during the Exit Management period shall be made in accordance with the Terms of Payment Schedule.
- h. This Exit Management plan shall be furnished in writing to UPLC or its nominated agencies within 60 days from the Effective Date of this Agreement.
- i. All outstanding charges must be cleared including payments for additional infrastructure requested by the Agency. If not these shall be deducted from the final payment if any, or from the Performance Bank Guarantee
- j. So far as transfer cost is concerned, in case of the completion of the Agreement, the Agency shall pay all transfer costs and stamp duty applicable on transfer of Project assets and for executing the activities listed in this schedule. However in case of premature termination of Agreement for any reasons, the Agency shall pay all transfer costs and stamp duty applicable

on transfer of Project assets and for executing the activities listed in this schedule except in case the Project is being terminated due to default of UPLC, where UPLC shall be responsible for transfer costs and stamp duty, if any. The Agency shall be paid the depreciated book value of the infrastructure cost and the other assets. The depreciation rates and method followed will be as per Income Tax Rules.

## **Schedule II: Audit, Access and Reporting**

- **Purpose**

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

- **Audit Notice and Timing**

- a. Within one (1) month from the start of the Project, the Parties shall use their best endeavors to agree to a timetable for routine audits during the Inspection of Laptops conducted by the Agency. During this Phase, UPLC shall conduct routine audits in accordance with such agreed timetable and shall not be required to give the Agency any further notice of carrying out such audits. In the event the Parties have not agreed upon a timetable within one month from the Effective Date, UPLC shall conduct the above mentioned routine audits as and when required, with one week notice in advance, provided always that UPLC shall endeavor to conduct such audits with the lowest levels of inconvenience and disturbance being caused to the Agency.
- b. UPLC may conduct non-timetabled audits at his/ her own discretion if he/ she reasonably believes that such non-timetabled audits are necessary as a result of an act of fraud by a Agency, a security violation, or breach of confidentiality obligations by the Agency, provided that the requirement for such an audit is notified in writing to the Agency a reasonable time period prior to the audit (taking into account the circumstances giving rise to the reasonable belief) stating in a reasonable level of detail the reasons for the requirement and the alleged facts on which the requirement is based. If the Agency considers that the non-timetabled audit was not appropriate, the matter shall be referred to the escalation procedure as set out in the Governance Schedule.
- c. During such audits conducted by UPLC or any other agency nominated by UPLC, if any unlawful, fraudulent activities are identified, UPLC may subject the Agreement for termination at its discretion.
- d. In addition to the above, there will be audits conducted by statutory bodies as and when they are required to do it. Notwithstanding any condition given in the Agreement, Agency will have to provide these statutory bodies access to all the facilities, infrastructure, documents and artefacts of the Project as required by them and approved by UPLC in writing.

- **Access**

The Agency shall provide to UPLC reasonable access to employees, third party facilities, Online system including premises used for the Project like documents, records and systems reasonably required for audit and shall provide all such persons with routine assistance in connection with the

audits and inspections. UPLC shall have the right to copy and retain copies of any relevant records. The Agency shall make every reasonable effort to co-operate with them.

- **Audit Rights**

- a. UPLC shall have the right to audit and inspect documents, records, procedures and systems relating to the provision of services, but only to the extent that they relate to the provision of services, as shall be reasonably necessary to verify. The security audit and the audit for operations of the Project shall include:
  - The security, integrity and availability of all UPLC data processed, held or conveyed by the Agency on behalf of UPLC and documentation related thereto;
  - That the actual level of performance of the services is the same as specified in the SLAs;
  - That the Agency has complied with the relevant technical standards, and has adequate internal controls in place; and
  - The compliance of the Agency with any other obligation under the Agreement and SLAs.
- b. For the avoidance of doubt the audit rights under this Schedule shall not include access to the Agency profit margins or overheads associated with any obligation under the Agreement.

- **Audit Rights of Suppliers and Agents**

- a. The Agency shall use reasonable endeavors to achieve the same audit and access provisions as defined in this Schedule with Laptop suppliers who supply labor, services, equipment or materials in respect of the services.
- b. REPORTING: The Agency will provide monthly reports to UPLC regarding any specific aspects of the Project and in context of the audit and access information as required by UPLC.

- **Action and Review**

- a. Any change or amendment to the systems and procedures of the Agency arising from the audit report shall be agreed within 15(Fifteen) calendar days from the submission of the said report.
- b. Any discrepancies identified by any audit pursuant to this Schedule shall be immediately notified to UPLC and the Agency Project Manager, who together shall determine what action should be taken in respect of such discrepancies in accordance with the terms of the Agreement.

- **Terms of Payment**

UPLC shall bear the cost for the non-routine audit as defined in **Schedule II (2) (b)** and the Agency shall bear the cost of any other audits and inspections as per the requirements specified in the RFP. The terms of payment are inclusive of any costs of the Agency, for all reasonable assistance and information provided under the Agreement, the Project Implementation, Operation and Management SLA by the Agency pursuant to this Schedule.

- **Records and Information**

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

### **Schedule III: Invoicing and Settlement Schedule**

- a. Agency shall be eligible to receive payment due in accordance with the Terms of Payment Schedule. Subject to the specific terms of each Service Level Agreement, the Agency submit its invoices in accordance with the following principles:
- i. UPLC shall be invoiced by the Agency for the Services performed by the Agency. Generally and unless otherwise agreed in writing between the Parties or expressly set out in the Service Level Agreement, the Agency shall raise an invoice as per the terms of payment as stated in the Payment Schedule as per the section 6.24.
  - ii. The invoice shall be submitted along with the necessary approval/sign-off/acceptance certification provided by the concerned parties from the specific locations for the respective deliverables linked with the payment milestone, failing which UPLC reserves the right to reject the invoices.
  - iii. Along with the invoice, the Agency is required to submit the proof of deliverables linked with the payment milestone in softcopy and hardcopy formats, as applicable failing which UPLC reserves the right to reject the invoices.
  - iv. Any invoice presented in accordance with this Schedule shall be in a form agreed with UPLC.
  - v. Invoices shall be accurate and all adjustments to or changes in the terms of payment as stated in the Terms of Payment Schedule shall be applied to the next payment invoice. The Agency shall waive any charge for the service that is not invoiced within six months after the end of the month in which the terms of payment as stated in the Terms of Payment Schedule relating to such Service are authorized or incurred, whichever is later.
  - vi. UPLC shall be entitled to delay or withhold payment of any invoice or part of it delivered by the Agency under this Schedule 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 under this Section shall not entitle the Agency to delay or withhold provision of the Services.
- b. The Agency shall invoice all payments upon achievement of milestones as per the section 6.24. Invoices shall be accurate and all adjustments to or changes in the terms of payment as stated in the Terms of Payment Schedule shall be applied to the next payment to the Agency.
- c. Additionally, all payments to be made by UPLC 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) including Service Tax shall be to the account of Agency.

- d. 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 UPLC for the services under this Agreement

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.

## **Schedule IV: Governance Schedule**

- **Purpose**

The purpose of this Schedule is to:

- (a) establish and maintain the formal and informal processes for managing the relationship between UPLC and the Agency (including the outputs from other Schedules to this Agreement);
- (b) define the principles that both Parties wish to follow to ensure the delivery of the services;
- (c) ensure that the relationship is maintained at the correct level within each Party;
- (d) create the flexibility to revise and maintain the relationship and this Agreement during the Term;
- (e) set out the procedure for escalating disagreements; and enable Project administration and performance management;
- (f) enable Project administration and performance management.

- **Governance Structure**

- a. **Project Governance Approach**

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

- a. Monitor the Project plan to ensure that all the activities have commenced and completed as per the phase-wise plan drawn by Agency
- b. Report the Project progress to the Project Implementation Unit and/or Steering Committee
- c. Identify risks and facilitate in developing mitigation strategies and implementing them

The proposed Project Governance Structure is detailed below:

- a. **A High Level Project Steering Committee** under the chairmanship of Chief Secretary, Uttar Pradesh to monitor the overall progress of the Project
- b. A **Special Project Implementation Unit (SPIU)** constituted by Government of Uttar Pradesh would be responsible to monitor the overall time bound implementation of the program.

- b. **Project Committee**



- i. Within 7 days of issue of LOI, the Agency will submit to UPLC the CVs of Key Personnel.
- ii. Within 7 days following issue of LOI/Purchase Order, UPLC and the Agency shall each appoint a Project Manager. In the event that Agency wishes to substitute its Project Manager it will do so in manner in which the original appointment is made and notify UPLC of such substitution as soon as reasonably practicable but at the latest within fourteen days of the substitution. In the event that UPLC wishes to substitute its Project Manager, it will do so and notifying the same to the Agency would not be required.
- iii. The Project Committee will meet formally on a periodic basis at a time and location to be agreed between them. These meetings will cover, as a minimum, the following agenda items:
  - consideration of Periodic Performance Reports;
  - issues escalated in accordance with the escalation procedure as set out in the Governance Schedule;
  - matters to be brought before the Project Committee in accordance with the Contract and the Schedules;
  - any matter brought before the Project Committee by the Agency ; and
  - any other issue which either Party wishes to add to the agenda.
- iv. In the event that there is any material factor which affects the delivery of the services or the terms of payment as stated in the Terms of Payment Schedule, the Parties agree to discuss in the Project Committee any appropriate amendment to the Agreement or any Service Level Agreements or Statement of Works including any variation to the terms of payment as stated in the Terms of Payment Schedule. For this purpose , Project Committee shall be constituted by UPLC and Agency by nominating two Project Manager(one each by UPLC and Agency)

- **Governance Procedures**

- a. The Agency shall document the agreed structures in a procedures manual. The agenda for each meeting of the Project Committee shall be set to reflect the discussion items referred to above and extraordinary items may be added either with the Agreement of the Parties or at the request of either Party. Copies of the agenda for meetings of the Project Committee, along with relevant pre-reading material, shall be distributed at least one week in advance of the relevant meeting.
- b. All meetings and proceedings will be documented; such documents to be distributed to both Parties and copies shall be kept as a record. All actions, responsibilities and accountabilities arising out of any meeting shall be tracked and managed.
- c. The Parties shall ensure as far as reasonably practicable that the Project Committee shall

resolve the issues and resolve the objectives placed before them and that, members representing that Party are empowered to make relevant decisions or have easy access to empowered individuals for decisions to be made to achieve this.

- d. **Arbitration:** The Parties shall first submit any dispute or disagreement between the Parties arising out of or relating to and/or in connection with this Agreement or any Service Level Agreement or Statement of Work which is not a Material Breach as stated in this Agreement (a "Disputed Matter") to UPLC. In case the Disputed Matter remains unresolved; the same shall be firstly submitted to special Project Implementation Unit (SPIU) & then escalates to Project Steering Committee.
- e. In order formally to submit a Disputed Matter to the aforesaid for a, one Party ("Claimant") shall give a written notice ("Dispute Notice") to the other Party. The Dispute Notice shall be accompanied by (a) a statement by the Claimant describing the Disputed Matter in reasonable detail and (b) documentation, if any, supporting the Claimant's position on the Disputed Matter. The other Party ("Respondent") shall have the right to respond to the Dispute Notice within 7 days after receipt of the Dispute Notice. In the event that the fora are unable to resolve the Disputed Matter within a further period of 7 days, it shall refer the Disputed Matter to next level of the dispute resolution for action.
- f. All negotiations, statements and/or documentation pursuant to these Sections shall be without prejudice and confidential (unless mutually agreed otherwise).
- g. If the Disputed Matter is having a material effect on the operation of the services (or any of them or part of them) the Parties will use all their respective reasonable endeavours to reduce the elapsed time in reaching a resolution of the Disputed Matter.

## Annexure - 1 Proposal Covering Letter

[Date]

To,

The Managing Director

U.P. Electronics Corporation Limited

10, Ashok Marg, Lucknow - 226001

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

Fax: 0522-2288583

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

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

**Ref: Request for Proposal (RFP): Qualification Bid for 'Selection of Agency for Third Party Inspection of Laptops to be distributed throughout the State of Uttar Pradesh'**

Dear Sir,

Having examined the RFP, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to perform Inspection of Laptops offered by the Laptop supplier before shipment to the designated Tehsil of Uttar Pradesh as required and outlined in the RFP for Selection of Agency for Third Party Inspection of Laptops to be distributed throughout the State of Uttar Pradesh.

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

We undertake that, if our proposal is accepted, we shall adhere to the implementation plan (Supply of Laptops) or such adjusted plan as may subsequently be mutually agreed between us and the UPLC or its appointed representatives.

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

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

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



## Annexure - 2 Bidding Document Acknowledgement Form

[Date]

To,

The Managing Director

U.P. Electronics Corporation Limited

10, Ashok Marg, Lucknow - 226001

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

Fax: 0522-2288583

Dear Sir,

**Sub: Invitation for Bid pertaining to 'Selection of Agency for Third Party Inspection of Laptops to be distributed throughout the State of Uttar Pradesh'**

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

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

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

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

Telex no: .....

Telephone no: .....

Personal attention of: .....

(if required)

Yours faithfully,

(Bidder)

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

### **Annexure - 3 Proforma of Bank Guarantee towards Bid Security**

#### **BID BOND**

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

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

To,

The Managing Director

U.P. Electronics Corporation Limited

10, Ashok Marg, Lucknow - 226001

Tel: 0522-2286808, 2286809

Fax: 0522-2288583

Whereas ..... (here in after called "the Bidder") has submitted its Bid dated .....(Date) in response to the Tender No: **UPLC:HW:2012/14** for **Selection of Agency for Third Party Inspection of Laptops to be distributed throughout the State of Uttar Pradesh** (here in after called "the Bid") KNOW ALL MEN by these presents that We ..... having our registered office at..... (hereinafter called the "Bank") are bound unto U.P. Electronics Corporation Limited, Lucknow (hereinafter called "UPLC") in the sum of ..... for which payment well and truly to be made to the said UPLC itself, its successors and assignees by these presents.

The conditions of these obligations are:

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

;

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

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

Date \_\_\_\_\_

Place \_\_\_\_\_

Witness \_\_\_\_\_

Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

**(Bank's common seal)**

## Annexure - 4 Proforma of Bank Guarantee towards Performance Security

### PERFORMANCE GUARANTEE

Ref No.....

Bank Guarantee No .....

Dated : .....

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

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

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

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

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

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



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

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

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

**Instructions for furnishing Bank Guarantee**

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

## Annexure - 5 Pre-dispatch Inspection

LOGO OF THE TPA Agency	<h3>Pre – Delivery Inspection Checklist</h3>		
	Name of the Inspectors & Team Members		
Inspection Organization:			
Site Address:			
Inspection Date:			
Descriptions	Accepted	Not Accepted	Comments
Documents related to the assignments 2. Purchase order 3. Work order/Acceptance order 4. Extension letter			
Documents related to the work a. Import/Manufacturing License b. ISO 14896:2001 Compliance Certificate c. Quality Control Certificate			
Packaging Standard			
Confirm to Technical Specifications			
Confirm the Performance of Laptop to the sample provided at the time of award of Contract.			
Lots are having the identity 1. Lot Size 2. Batch number/Serial number 3. D.O.M			
Samples were drawn as per the relevant standard & All tests (acceptance test) as per relevant standards were covered			
Signed by all inspection team			
Any other comments from Inspector for further improvements			

## Inspection Report Format

(IN LETTER HEAD PRINTED FORMAT)

1.	Ref no: UPLC/ ABC/***/12-13/ 000	:	DATED: 00-00-0000		
2.	Name of the indenter/Consignee with detailed address	:			
3.	Supply order no & date Extension if any	:			
4.	Name of the consignee	:			
5.	Name and address of the manufacturer/supplier/inspection site	:			
6.	PDI call letter no & Date	:			
7.	Date of inspection	:			
8.	Any other information	:			
Sl. No	Description of the items	Quantity offered for inspection	Quantity accepted	Quantity rejected	Remarks
					All accepted materials are stamped thus:

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

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

**AUTHORISED SIGNATORY**  
**(Name and code of the inspector)**

Cc to:

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