

# **U.P. Electronics Corporation Limited**

**(A U.P. Government Undertaking)**



**Request for Proposal (RFP)  
For**

**SELECTION OF AGENCY FOR DEVELOPMENT, IMPLEMENTATION &  
MAINTENANCE OF AVIATION SOFTWARE AT CIVIL AVIATION  
DIRECTORATE, UTTAR PRADESH**

**Tender No: UPLC-CADUP-191015-01**

**U.P. Electronics Corporation Limited  
(A U.P. Government Undertaking)**

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## Section A: TENDER NOTICE

<b>TENDER NOTICE</b>		
<b>Invitation to Bid for Selection of Agency for Development, Implementation &amp; Maintenance of Aviation Software at Civil Aviation Directorate, Uttar Pradesh</b>		
1.	Tender inviting Authority Designation and Address	The Managing Director U.P. Electronics Corporation Limited 10, Ashok Marg, Lucknow. Phone: 0522- 2286808, 2286809 Fax: 0522-2288583 E-mail: md@uplc.in, uplclko@gmail.com Website: www.uplc.in
2.	a) Name of the Work	<b>Selection of Agency for Development, , Implementation &amp; Maintenance of Aviation Software at Civil Aviation Directorate, Uttar Pradesh</b>
	b) Tender reference	<b>UPLC-CADUP-191015-01</b>
	c) Place of Execution	Civil Aviation Directorate, Lucknow Airport, Lucknow, Uttar Pradesh
3.	Tender documents available place and due date for obtaining Tender	The e-bid document shall be available on e-tender portal <a href="http://etender.up.nic.in">http://etender.up.nic.in</a> . Interested bidders may download the e-bid document, corrigendum and clarifications from the e-tender portal
	Cost of Tender Document	INR 5,000/- (non-refundable) in the form of Demand Draft/ Banker's Cheque
4.	Earnest Money Deposit (EMD)	INR 4,00,000 (Rupees four lacs only), in the form of a crossed Demand Draft/ Banker's Cheque/Bank Guarantee
5.	Due Date, Time and Place of submission of Tender	Upto 24/11/2015 till 1230 hours. The e-Bids shall be submitted <b>online only on</b> e-Tender portal <a href="http://etender.up.nic.in">http://etender.up.nic.in</a> .
6.	Due Date, Time and Place of Tender opening	On 24/11/2015 at 1600 hours at the office of Civil Aviation Directorate, Airport, Lucknow
<ol style="list-style-type: none"> <li>1. <b>Eligibility Criteria:</b> Please refer to the RFP.</li> <li>2. <b>Two Bid System i.e.</b> Stage-1 Technical Bid; Stage-2 Commercial Bid.</li> <li>3. Tenders received after due date and time will be summarily rejected.</li> <li>4. <b>Contact Phone nos.</b> Tel: 0522-2286808; 0522-2286809 Fax: 0522-2288583</li> <li>5. <b>Email:</b> <a href="mailto:md@uplc.in">md@uplc.in</a>; <a href="mailto:uplclko@gmail.com">uplclko@gmail.com</a></li> <li>6. <b>URL:</b> <a href="http://etender.up.nic.in">http://etender.up.nic.in</a>; <a href="http://www.uplc.in">www.uplc.in</a></li> </ol>		
<b>Tender Ref. UPLC-CADUP-191015-01</b>		<b>Managing Director, U.P. Electronics Corporation Limited</b>

## Section B: Tender Checklist

S. No.	Bid Enclosures	YES or NO	Page No
1.	Whether Technical Bid and Commercial Bid prepared, signed and stamped in all pages by the Authorised Signatory?		NA
2.	Whether DD/Banker's Cheque of Bid Document Fees, DD/Banker's Cheque/Bank Guarantee of EMD instrument (scanned copy) is attached along with the Technical Bid?		
4	<b>Whether Technical Bid contains the following (scanned copies):</b>		
4.1	Technical Proposal 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 Memorandum of Understanding and Articles of Association of the Bidder is submitted?		
4.4	Whether Annual Report including Balance Sheet and Profit & Loss accounts for the previous three audited years for the Bidder is submitted?		
4.5	Whether a Certificate from the Bidder certifying that the Bid signatory is authorized by Board of Directors of the Company is submitted?		
4.6	Whether Statutory Auditor Certificate or Certificate from the Company Secretary (or Chartered Accountant) of the Bidder clearly specifying the turnover for the specified years is submitted?		
4.7	Whether Certificate from the authorised signatory to the effect that the Bidder is not blacklisted by any of the Ministry/ Department of Government of India/ State Governments.		
4.8	Whether an Undertaking from the authorised signatory of the Bidder regarding existence of development or support centre in INDIA, is submitted?		
4.9	Whether A&M covering all the aspect as per the Annexure 1 has been submitted?		
4.10	Whether all required Work Orders along with the completion Certificate/satisfactory client Certificate are submitted?		
4.11	Whether CVs of the key personnel & skilled resource list along with the letter duly signed by HR have been submitted?		
4.12	Whether all other Formats present in Annexure-I & Annexure -II are furnished and submitted?		
5	<b>Whether Commercial Bid contains the following:</b>		
5.1	Commercial Proposal covering letter in the Letter Head signed and stamped by the Authorised Signatory.		
5.2	Duly filled Price Bid which is signed and stamped by the Authorized Signatory.		



## Section C: Abbreviations

CADUP	Civil Aviation Directorate, Government of Uttar Pradesh
UPLC	U.P. Electronics Corporation Limited, Lucknow, Uttar Pradesh
GoUP	Government of Uttar Pradesh
DGCA	Directorate General of Civil Aviation
AME	Aircraft Maintenance Engineers
FDTL	Flight Duty Time Limitation
CAMO	Continuing Airworthiness Management Organisation
TEC	Tender Evaluation Committee
ERP	Enterprise Resource Planning
BG	Bank Guarantee
DD	Demand Draft
EMD	Earnest Money Deposit
IT/ICT	Information and Communication Technologies
PBG	Performance Bank Guarantee
RFP	Request for Proposal / Tender document / Bid document
SLA	Service Level Agreement
FRS	Functional Requirement Specification
A&M	Approach & Methodology

**SECTION I**

**Invitation for Bids**

## **Section I-Invitation for Bids**

Civil Aviation Directorate, Government of Uttar Pradesh thereafter referred as “CADUP” desires to **“Select Agency for Development, Implementation & Maintenance of Aviation Software at Civil Aviation Directorate, Uttar Pradesh”**. The aim of CADUP in investing in the proposed system is to improve efficiency and practice better control, establish uniform standards for excellence in operations, preventive maintenance of aircrafts, procurements, material management etc. and adopt the global best practices in different spheres of Management.

The Bidder(s) are advised to study the RFP carefully. Submission of Bids shall be deemed to have been done after careful study and examination of the RFP with full understanding of its implications. This section provides general information about the Issuer, important dates and addresses and the overall qualification criteria for the Bidders.

### **1.1. Issuer**

The U.P. Electronics Corporation Limited thereafter referred as “UPLC” on the part of Civil Aviation Directorate, Lucknow, Uttar Pradesh has decided to select an Agency for Development, Implementation & Maintenance of Aviation Software at Civil Aviation Directorate, Uttar Pradesh. The scope of work and requirement for this project are specified in this RFP.

### **1.2. Issuer Address of the RFP**

The Managing Director  
U.P. Electronics Corporation Limited  
10, Ashok Marg, Lucknow.  
Phone: 0522- 2286808, 2286809 Fax: 0522-2288583  
E-mail: [md@uplc.in](mailto:md@uplc.in); [uplclko@gmail.com](mailto:uplclko@gmail.com)  
Website: [www.uplc.in](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. e-Bid Submission & Correspondence**

The Bid document is available on e-tender portal <http://etender.up.nic.in>. Interested Bidders may download the Bid document, Corrigendum and clarifications from the e-tender portal.

The Bids shall be submitted online only on e-tender portal <http://etender.up.nic.in> , up to the date and time mentioned in the Section 1.5.

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

- a. This RFP provides information regarding the Project, Scope of Work, Technical requirements and other related information to the Bidder(s).
- b. It details the General Terms & Conditions with respect to the Bid process management to be adopted for the proposed Project.
- c. The RFP contains the Agreement template outlining the contractual and legal terms & conditions

applicable for the proposed engagement.

- d. 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 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 5,000 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	23/10/2015
3.	Last Date for receiving queries/clarifications	02/11/2015 by 1200 Hours
4	Pre-Bid conference	03/11/2015 at 1130 Hours at the CADUP office, Airport
5.	Last date for submission of Bids	24/11/2015 at 1230 Hours
6.	Bid Security/Earnest Money Deposit Amount Payable	Bidders shall submit, along with their Bids, Bid Security or Earnest Money Deposit (EMD) of INR 4, 00,000 in the form of a crossed Demand Draft/ Banker's Cheque drawn on any Scheduled Banks, payable at Lucknow, in favour 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.
7.	Opening of Technical Bids	24/11/2015 at 1600 Hours at the CADUP office, Airport
8.	Date & venue for the Technical Presentation	26/11/2015 at 1130 Hours at the CADUP office, Airport
9.	Date of opening of Commercial Bid for Technically qualified Bidders	To be informed to the Qualified bidders at later stage

**1.6. Pre-Bid conference**

UPLC shall organize a Pre-Bid Conference on 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 during the interactive Pre-Bid Conference. 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. The prospective Bidders shall submit their questions in writing not later than date and time indicated in the Section 1.5. It may not be possible at the Pre-Bid Conference to answer questions which are received late. However, prospective Bidders are free to raise their queries during the meeting and responses will be conveyed to all the prospective Bidders by way of hosting amendments/clarifications on the e-tender portal <http://etender.up.nic.in> in accordance with the respective clauses of the RFP within 10 working days of completion of the Pre-Bid Conference and no participant would be intimated individually about the response of UPLC. The Bidders are also 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 prospective participants have to inform UPLC on the mail id mentioned in section 1.2 of this document for attending the Pre-Bid Conference.

**1.7. Amendment of RFP Document**

At any time till 3 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 e-tender portal <http://etender.up.nic.in>. All such amendments shall be binding on all the Bidders. The Bidders are also advised to visit the aforementioned website on regular basis for checking necessary updates. UPLC also reserves the rights to amend the dates mentioned in the Section 1.5 of this RFP for Bid process.

**1.8. Bidder Queries / Clarifications on RFP**

A prospective Bidder requiring any clarification on the RFP Document may submit his queries, in writing, over e-mails 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.	Reference/Subject	Clarification Sought
..	..	..	..	..	..

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

## **SECTION II**

## **Qualification Criteria**

## Section II: Qualification Criteria

1. Since the requirements of Civil Aviation Directorate for the development, Implementation & Maintenance of proposed Aviation software are unique, UPLC intends to consider only those IT services organizations that have the requisite capability and competency, in terms of technical strengths, experience of carrying out similar project and financial stability to address the requirements of CADUP to provide the proposed Aviation software development services.
2. Keeping this requirement in mind UPLC has formulated the eligibility criteria to select the IT services organizations/companies who have the requisite experience, competence and financial strength
3. Eligibility Criteria will be used for assessing the capability and the competence of the bidders.
4. The bids of those bidders who meet the eligibility criteria only will be evaluated further
5. The technical and commercial bids will not be considered for evaluation for those bidders who fail to meet eligibility criteria.
6. The following criteria are prescribed as eligibility criteria for bidders interested in undertaking the proposed Aviation software development . Over and above the eligibility conditions, the bidder must also possess the technical know-how and the financial wherewithal that would be required to successfully provide the services sought by the CADUP for the entire period of the contract.
7. The invitation to bid is open to all bidders who qualify the eligibility criteria as given below.

ELIGIBILITY CRITERIA FOR BIDDER		
	Criteria	Documents to be submitted
<b>1</b>	The bidder must be a legal entity registered in India under the Companies Act, 1956, or partnership act 1932, having registered office in India. And should have been in operation for a period of at least 3 years in the field of Software/Application Development & Integration in India	1)Certificate of incorporation 2)Memorandum and articles of association 3)Annual Reports for last 3 years  <b>CONSORTIUM IS NOT ALLOWED</b>
<b>2</b>	The Authorized Signatory signing the Bid on behalf of the Bidder should be duly authorized by Board of Directors of the Bidding Company to sign the Bid and the Contract/Agreement on their behalf	A Certificate from the Bidder certifying that the Bid signatory is authorized by the Board of Directors.

ELIGIBILITY CRITERIA FOR BIDDER	
Criteria	Documents to be submitted
<p><b>3</b></p> <p>The Bidder should have <b>annual turnover of INR 04 Crores</b> from software business in the preceding three financial years (i.e. 2012-2013, 2013-2014 &amp; 2014-2015)</p>	<p>1) Audited Profit and Loss Statement and Balance sheets.</p> <p>2) Statutory Auditor Certificate or Certificate from the Company Secretary/Chartered Accountant of the Bidder clearly specifying the turnover for the specified years.</p>
<p><b>4</b></p> <p>The Bidder should have a consolidated <b>positive Net Worth</b> as on the last day of preceding last 3 financial years (i.e. 2011-2012, 2012-2013, and 2013-2014). [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>Audited annual accounts or Statutory Auditor Certificate or Certificate from the Company Secretary/Chartered Accountant of Bidder specifying the Net Worth for the specified years.</p>
<p><b>5</b></p> <p>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/ Board of Government of India/ State Governments</p>	<p>Certificate from the authorised signatory to the effect that the Bidder is not blacklisted by any of the Ministry/ Board of Government of India/ State Governments.</p>
<p><b>6</b></p> <p>The bidder must possess a valid Certification in the Capability Maturity Model (CMM Level 3) or active ISO 9001:2008 certification at the time of submission of the bid.</p>	<p>Copy of the Certificates.</p>
<p><b>7</b></p> <p><b>(a)</b> Bidder should have experience in automation of the entire organization covering all the process and functions or covering all departments or ERP implementation in the field of IT/ IT System Integration/ Information</p>	<p>Documentary evidence, along with client contact</p>



ELIGIBILITY CRITERIA FOR BIDDER	
Criteria	Documents to be submitted
<p>Technology Infrastructure Projects including Implementation / Operations with at least 1 completed project in last 5 years in India.</p> <p><b>(b)</b> Bidder should have similar experience in Software/ Application Development projects &amp; should have completed at least 2 projects with state/central government/ Bank/ PSU/ Private industry in the last 5 years in India or abroad</p> <p><b>(c)</b> Bidder should have experience in the development of mobile device application (ios &amp; Android) &amp; should have completed at least 1 project</p>	<p>details, in the form of Work Order/purchase order and completion certificate from the client for each Project.</p> <p>Formats are specified in <b>Annexure-I</b>;</p>
<p><b>8</b></p> <p>The Bidder should have Development centre/ Operations in India preferably in Uttar Pradesh</p>	<p>Details of the registered office should be provided as per <b>Annexure-I</b>;</p>
<p><b>9</b></p> <p>The Bidder should have a valid PAN, Service tax number</p>	<p>Copy of the certificates</p>

**Any Bid failing to meet any of the above stated Qualification criteria shall be summarily rejected and will not be considered for Technical and Commercial Evaluation.**

#### **Change in Qualification Criteria**

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

**SECTION III**

**Introduction & Scope of Work**

## Section III- Introduction and Scope of Work

### 3.1. INTRODUCTION

#### 3.1.1. The Operations of CADUP

The Civil Aviation Directorate, Govt. of Uttar Pradesh (**CADUP**) is responsible for maintenance and operation of state owned fleet of aircraft. Currently, the fleet includes both fixed wing and rotor wing aircraft. CADUP's main base at Lucknow has both **CAR-145** maintenance organization and **CAMO** approval under **CAR-M** sub-part-G from D.G.C.A., Govt. of India.

The Civil Aviation Directorate of Uttar Pradesh does the following functions:

- Providing air transport facilities to VIPs on short notices.
- Providing air links at the time of distress and for law and order purpose
- Providing training in Aircraft Maintenance Engineering.
- Maintenance of State owned Aircrafts and Helicopters.
- Maintenance of state owned Airstrips.
- Development & Construction of New Airstrips within the state of U.P.

CADUP currently has a fleet of 7 aircrafts and helicopters. However, the number of aircrafts/helicopters in the feet may change in the future. Details are mentioned below:

Sno.	Name of aircraft /Helicopter	Manufacturer
1.	Super King Air B200	Hawker Beech Craft, USA
2.	King Air B200GT	Beech Craft, USA
3.	Beech Bonanza A-36	Hawker Beech Craft, USA
4.	Bell 230 Helicopter	Bell Helicopter, USA
5.	Bell 412 EP Helicopter	Bell Helicopter, USA
6.	Hawker 900XP	Hawker Beech Craft, USA
7.	Agusta A109S	Agusta Westland

Preventive maintenance and Flight Operations comprise core functional areas of CADUP and other functional areas work around these two core modules. Various departments functioning under CADUP are:

1. Preventive Maintenance
2. Flight Operations
3. Quality
4. Stores
5. Procurement
6. Accounts

### **3.1.2. The background of the project**

Computerization of CADUP started with UPTRON's 1650. Over the years, due to obsolescence of technology, amalgamated with the changing trend of hardware/ software environment, PCs were introduced in phased manner to meet the requirement of a de-centralized environment.

The key areas where systems were applied included engineering/ aircraft quality control cell, Engineering stores, accounts (payroll, bill preparation, etc.) and purchase sections. Software technology available at that time (FoxPro, DOS version) was applied and localized software were developed to cater to engineering preventive monitoring requirements, store's inventory management and accounts section's requirements.

Over the years, computers were installed in administration, operations and various other sections, including aircraft maintenance sections and connected over LAN to facilitate sharing and transferring of data. There are about thirty desktops and laptops, mostly having dual core or core two-duo architecture. One server (HP make Proline model ML150G-6) is also available in the organization.

There are five standalone software currently running in the organisation. All of them are based on FoxPro, DOS versions. The brief details of the existing software is mentioned below:

- 1. Procurement/orders System:** This system includes basic functionalities like creating purchase orders, maintaining the purchase order history, reporting facility to know the status of PO, generating invoices, keeping track of requisitions raised by AMEs and tracking both national and international procurements. The current system faces a problem of duplicity of data as it is not integrated with either the accounts or the inventory/stores department.
- 2. Inventory/stores management system:** The stores run a separate software application for inventory management. This native system caters to file maintenance including tracking of receipts of materials, issue of materials, parts register, searching facilities for a specific component, report generation facility etc. The current system is not integrated with the core accounting and procurement systems. Aircraft Maintenance Engineers raise a requisition for the requirement manually which does not reflect in the accounting or the procurement systems.
- 3. Accounts:** The Accounting software is more of a cash book register application where all the business transaction data is consolidated periodically, budget is allocated under different heads, expenses are tracked and basic report generation is also possible.
- 4. Preventive Maintenance system:** This system has provisions for capturing flying transaction entry, schedule completion entry, a reports menu with the ability to show consolidated status of all aircrafts, scheduled expiry status, weekly time before overhaul status and daily status of the flying log.
- 5. Flight operations:** This module captures very basic details like flying transactions including flying hours, cycles, last flying date etc. There is redundancy of data as the same data is also captured in the maintenance module. This module also has the facility to generate pilot wise reports , keeping track of their flight duty times and other details.

CADUP's intention is to get an integrated system environment developed, where it requires a solution, which can cater to Engineering Management, Maintenance Projection, Planning &

Scheduling, Shop Maintenance, Materials and Procurement Management, accounting/payments monitoring etc. In order to meet the above requirements CADUP requires a software solution in aviation domain.

The Aviation software must functionally integrate all the tools for managing complex equipment related to aircraft and helicopters. The proposed software shall not only enable users to manage the configuration of each aircraft and help track each aircraft's operational time against planned maintenance tasks, but also facilitate optimal maintenance scheduling with shorter interruptions to flight operations.

The **mission** of CADUP in investing in the proposed system is to:

- Improve efficiency and practice better control
- Establish uniform standards for excellence in operations, maintenance of aircrafts, human resource management, financial management, procurements and material management
- Adopt the global best practices in different spheres of Management in procurement, materials management, human resource management, financial management

### **3.1.3. The proposed solution**

1. Based on the assessment of the current applications, the technological trends and understanding of the best practices in the aviation industry, CADUP has decided to deploy integrated software solution as the core element of its ICT deployment strategy.

2. CADUP has identified that Aviation software would help to integrate the core business processes and introduce the global best practices into the operations of the department.

3. With the deployment of the Integrated Application, CADUP expects that different functional modules would be seamlessly integrated with each other so that data duplication doesn't happen and CADUP is able to build strong foundation for decision support system.

4. Project of implementing proposed solution will mark beginning towards building Information base for expanding the operations of CADUP as well as increase the depth of integration of its functions. Keeping this in mind, the proposed solution is expected to provide capability to scale up to tomorrow's requirements.

5. Adopting best practices in the key processes like operations, preventive maintenance, materials management, finance and human resources management are another key driver for this project.

6. It is expected that the proposed Solution will facilitate embedding best business practices and processes into all its operations, doing away with non-value adding/redundant processes in the various functions of the corporation to make them efficient.

7. With the implementation of the solution across different functions, CADUP also intends to introduce uniform and standardized metrics to measure and report the performance of the corporation.

8. It also intends to facilitate proactive decision making, ensure high degree of statutory compliance and achieve transparent operations

### **3.1.4. The Project Overview**

1. The key aspects of the project of “Selection of Agency for Development, Implementation & Maintenance of Aviation software at Civil Aviation Directorate, Uttar Pradesh” would be:

- Development of software solution/Application to meet the requirements of CADUP
- Automation of the unique operational processes of CADUP
- Integration with the current software applications, if any
- Sizing the server and client hardware and other equipment and installing the software solution
- Data Migration, training and facilitating the adoption of the proposed solution by the users/employees of CADUP
- Providing application support after “go live” for the proposed Solution.

2. Scope of the bidder is to develop the application and provide implementation services & post implementation support services. Hosting option shall be on premises of CADUP or to be informed at later stage.

3. UPLC/CADUP shall ensure the necessary hardware to run the solution.

4. Similarly CADUP would use its current networks (LAN, WAN) for providing access to the proposed solution to the users. The bidder will facilitate the assessment of the adequacy of the infrastructure and help CADUP to enhance it if required.

5. The bidder is also required to institutionalize the mechanisms and transfer the knowledge so that CADUP will be able to manage the support services on its own or with the bidder.

### **3.2. The scope of work**

The scope of proposed solution and the scope of services for implementation of the proposed solution are defined by using all the following areas in conjunction with each other

- The processes of CADUP
- The solution modules of the proposed Solution
- The solution features/capabilities
- The solution users

- The current applications to be replaced/ integrated
- Integration requirements
- The implementation phases, activities and approach

The scope of solution capabilities/modules to be deployed will be required to cover the processes of the following units/functions of CADUP:

No.	Functions/units of CADUP
1	Operations
2	Engineering and Aircraft Maintenance
3	Inventory/Stores
4	Procurement and Orders
5	Accounts
6	Human resources

### **3.2.1. Solution Modules**

CADUP based on its understanding of the general features and functional capabilities, has identified certain modules, which would constitute the Core Aviation software.

#### **3.2.1.1. Operations Module**

The operations module deals with functionalities that are required for timely monitoring of various licences, authorizations (pre-flight) granted by DGCA, Government of India to all flight crews. It also deals with monitoring of periodic check-ups like medical, Flight duty time limitations (FDTL), and training requirements(including configuration) etc. for the pilots. This module requires the following functionality to be incorporated into the proposed software, but not limited to:

- Currency of licenses / Authorizations of Pilots & Crews Monitoring.
- Flight Planning & Monitoring with FDTL & Flight Plan reporting.
- Accurate fuel planning at different locations
- Subscription Monitoring
- Linking & updation with DGCA rules and circulars
- Configuring and monitoring training requirements of pilots
- Monitoring amendments and checks regarding flight manuals, air safety manuals etc.
- Logs & Audit Trail monitoring system.

#### **3.2.1.2. Engineering and Aircraft Maintenance Module**

This is one of the most vital module and other modules directly or indirectly depend on the functionality of this module. Aircraft Maintenance Module is managed by CAMO cell under

supervision of CAM. This module requires the following functionality to be incorporated into the proposed software , but not limited to:

- Define maintenance requirements for specific fixed wing or rotary aircraft type
- Perform maintenance scheduling for each aircraft based on predefined maintenance schedules
- Generation of future maintenance forecasts and compliance reports
- Capturing Maintenance due, parts and labour requirements based on average or historical usage
- Track part overhauls & retirements, movements and service history logs
- Generate work order tasks from the maintenance scheduling system as required by the user
- View all aircraft maintenance status in real time
- Regulatory and OEM document induction in terms of SB/AD,FAA for effective tracking and monitoring of compliance status
- Detailed compliance and history reporting – including AD compliance, life-limited component status, maintenance history and movement history of components
- Generate timely consolidated reports on status of all aircrafts in terms of maintenance requirements (hours left, cycles left, expiry date of components etc.), Time before overhaul (TBO) for components of aircraft
- Monitoring of SBs, SILs, ASB, Mods and CARs/FAADs/ADs etc.
- Monitoring & maintenance of CAMO cell work & procedures.
- Logs & Audit Trail Monitoring System.

### **3.2.1.3. Inventory/Stores Module**

A store is generally classified as quarantine, bonded, rotatable, scrap and general store. The aircraft components stored under these stores have a life, which needs to be monitored regularly. This module deals with all the functionalities related to material management including tracking of items, handling various types of inventory, forecasting and planning of parts etc. A strong integration with preventive maintenance and procurement module is required for this module. This module requires the following functionality to be incorporated into the proposed software but not limited to:

- Handling various types of inventory including dangerous goods, ESD items etc.
- Task Forecasting & Planning for all parts stored under all stores.
- Bonded & Commercial items monitoring.
- Tools & Equipment monitoring system.
- Facilities for Manual Register monitoring system.
- All accounting to be INR only.
- Shelf Life, cue date etc. monitoring.
- Inspection on Parts monitoring system.
- Technical Library Monitoring for Subscription etc.
- Complete Logs & Audit Trail Monitoring system.



#### **3.2.1.4. Procurement and orders Module**

The procurement and orders module deals with the functionalities which are necessary to simplify requisition processes and material acquisition. This module includes all the functionalities related to materials receiving and shipping. This module requires the following functionality to be incorporated into the proposed software but not limited to:

- Vendor/supplier management including performance history of suppliers, payment terms, contracts, categories etc.
- Creation of purchase orders (PO) for inventoried/non-inventoried/job work (WO)/subscriptions etc.
- Tracking of PO maintenance history
- Ability to generate multi attributable reports and queries on requisitions/PO/purchase history/quotations as received from vendors
- Generation of payment invoices
- Tracking of procurement cycle for both national and international purchases

#### **3.2.1.5. Accounts Module**

Account management module is required to have a strong interface with purchases and inventory module. The system is required to configure different heads of expenditure applicable to the organisation, update the Budget Estimates/Allocation for a user selected financial year and must also have the facility for accounts management related reports. It will also cater to other financial queries of high management. Accounts management module shall monitor accounting configuration status like paid bills, pending bills, committed bills and other critical information for financial planning.

#### **3.2.1.6. Human Resources Module**

The system must be able to configure organisational details, hierarchy to any level as per the user requirement. It should have the capability to capture the personnel as well as professional details of the employees (Personnel data monitoring system). Leave management system is also a required functionality for this module

### **3.2.2. Application user**

All levels of management as well as clerical staff will use the system. Broadly stated, the users' responsibility can be defined as follows:

**Administrator:** A system administrator's responsibilities are:

- Adding, removing or updating user account information, resetting passwords, etc.
- Analysing system and data transaction logs.
- Performing routine audits of systems and software.
- Performing backups.
- Responsibility for security.
- Installing and configuring new hardware and software.
- Troubleshooting any reported problems.
- System performance tuning.

- Ensuring that the network infrastructure is up and running.

**First Level User - Director and Accountable Manager: -**

- This is Top Level of user of the System.
- Can access the Operational, Administrative, Financial, Management Related and Decision Support Reports.

**Second Level User - Finance Controller (FC)**

- This user can access the Administrative and Financial Related Decision Support Reports.

**Third Level User - Operations Manager and Flight Crew (PILOT)**

**Other Users -**

- Base Maintenance Manager/ Chief Engineer (BMM/ CE)
- Stores Officer (SO)
- Quality Manager (QM)
- Continuing Airworthiness Manager (CAM)
- Aircraft Maintenance Engineer (AME)
- Planning Manager (PM)
- Continuing Airworthiness Management Organization (CAMO)
- Purchase Clerk (PC)
- Stores Clerk (SC)
- Accounts Clerk (AC)
- Stores Officer (SO)
- Quality Manager for internal technical audit (DQM)
- Airworthiness Review Officer (ARO)

**The above mentioned roles and responsibilities shall be duly discussed with the Directorate by the selected bidder implementation team before creating user profiles in the proposed system.**

### **3.2.3. The Key activities and services**

The scope of activities and services to be provided by the Bidder as part of the Project shall be the following:

1. *Solution integration and implementation services*
  - a. Preparation of System Requirement Specification Document (SRS) and prepare of a System Design Document (SDD).
  - b. Design, Develop and Integrate software and all related applications.
  - c. Testing, modification and user acceptance of solution
  - d. Data migration and Database creation for each of the applications, functions.
  - e. UAT and go live
  - f. Integration with other applications, if any
2. *Project Management services*

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- a. Deployment of a competent team of experts in the area of the proposed solution, specific functional areas and in project management
  - b. Scheduling the activities so as to complete the project in all functional areas of CADUP within a defined timeline
  - c. Deployment of resources to ensure that the project activities are carried out as per plan
  - d. Deployment of a project structure for effective monitoring, review and risk mitigation
3. *Project quality services*
- a. Deployment of experts with deep knowledge of the processes of Aviation industry and aviation regulatory bodies
  - b. Deployment of templates and standard accepting mechanisms for the project deliverables
4. *Feedback, monitoring and adoption*
- a. The bidder will institutionalize mechanisms to adopt the feedback and ensure quality of work, without affecting the project timelines
  - b. The bidder will put together a structure and mechanism for ensuring that all the key functional areas, users of the organisation are consulted, feedback adopted and key differences identified, so as to facilitate standardization as well as user adoption.
5. *Training and documentation*
- a. Training all the users
  - b. Preparation of user manuals, Operational Procedures Manual, Acceptance Test Plan, Acceptance Test Specifications user manual, system manual, data dictionary, data definitions, training & knowledge transfer plans, relevant training modules and handholding support.
  - c. Documentation of processes
  - d. Standard Operating Procedures (SOP) other manuals along with successful completion of all the training of the key executives for monitoring the performance and using the reports effectively
6. *Support services*
- a. Facilitating user adoption
  - b. Continuous improvement and refinement of the processes, reports
  - c. Operations of help desk and refresher training
  - d. Institutionalizing structures and processes for management of SLA, strategic control
7. *Technical services*
- a. Sizing the hardware and other equipment based on the configuration and usage requirements
  - b. Provide support to the Directorate to choose the right configuration of systems and networks
  - c. **Bidder shall also be required to provide comprehensive list of hardware required in terms of server, client, connectivity, network etc. to UPLC/CADUP in order to assess the infrastructure required to run the proposed solution.**

### 3.2.4. Support and Maintenance Services

- a. *Help desk operations* - Initial Response, Immediate telephonic response and support for usage related and other minor problems. Dial-in support for handling, minor bug fix.
- b. *Onsite support* - On-site support for hand holding the users, database recovery and data synchronization after crash, performance tuning, bug fix, update for all critical functions
- c. *Documentation* - Upgrade the Documentation system on any new releases and provide any updates of technical and functional manuals
- d. Support and Maintenance services shall be offered for 5 years post go live.
- e. **Maintenance support will address ,but not limited to, all user queries, bug fixes, enhancements, incorporation of new requirements owing to legal, statutory and policy changes, configuration changes, customizations, patch updates, database administration, security, periodic user trainings**

## 3.3. FUNCTIONAL AND TECHNICAL REQUIREMENT SPECIFICATION

### 3.3.1. Global Requirements of the Proposed System

Detailed below are the Global requirements (General/Technical) applicable for the entire solution.

#### General Requirements

S No.	Functionality Required
1	Common characteristics are shared by all areas of the proposed Solution
2	A standard approach to interfaces is employed to avoid multiple, unique approaches for different systems
3	The system will have a common look and feel across all applications
4	The system will be accessible using standard personal computer through all browsers
5	System will allow opening multiple sessions
6	Business rules will be incorporated into the system such that the rules are applied at the time information is entered into the system
7	The system supports multiple levels of security while providing single sign-on facility to the users
8	Comprehensive logs of transactions and security incidents will be maintained for auditing purposes. System will be capable to maintain audit trails and logs

9	The system will include comprehensive inquiry / reporting tools that allow for easy access to authorized data
10	It will be possible to deliver fixed reports to users on a pre-determined schedule to be reviewed online, to be retained online or to be printed at the user's discretion
11	The system will foster information sharing at all levels of the organization.
12	The system will be easily reconfigured to respond to changes in business practices, policy directives, organization structure, statutes and regulations
13	The system will be available for access by authorized personnel from anywhere (24 x 7 availability)
14	The system will support real time operations. Changes to data or the status of processes will be immediately available in the system
15	System provided is secure and meets all standard security requirements i.e. Identification, Authentication(proper user login and passwords), Authorization and Integrity

### **3.3.2. Technical Requirements**

<b>S no.</b>	<b>Functionality Required</b>
1	The system allows the incorporation of new technologies, as they become available
2	The system is responsive and available; it supports rapid fail-over or redeployment in the event of problems or planned maintenance. Ninety-nine percent of all fail-over events will take place in less than five minutes (99% support for downtime for at least critical issues)
3	Archived information is available for historical reporting in such a manner that queries can be performed on archived data using automated data retrieval functions
4	The system automatically recovers to the last complete prior transaction in the event of a failure
5	The system provides for the unattended daily backup of all information
6	The system provides a method for managing the print environment for report distribution
7	The system should support standard report generation, dashboard etc.
8	Provided solution shall be ready for any future updates

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9	The system should support N-tiered Client/Server architecture
10	Ability to support different network based services / protocols
11	Solution is scalable with complete platform independence without tying down CADUP to a single platform
12	The system will support data upload to and download from different systems in multiple formats
13	Solution shall be developed using open source technologies*
14	The system should support different data types
15	The system will support important messaging / data formats / standards like MS-office, and other email applications, etc.
16	System should have remote access/monitoring using Mobile Client
17	For Security purpose, the solution should not be directly accessible through web but should be accessible via secured password protected VPN
18	The solution should also be accessible by mobile using dedicated Mobile Apps for Android and iOS platforms and secured by VPN. All communication via Desktop Client and Mobile should be secure and can be accessed via VPN only
19	The proposed mobile application should have Hierarchy-based communication and Push notification for message receiving , add request etc.
20	The Mobile App should include the security features like App-level VPN, App-level access control, App-level usage control, Secure data transfer, user authentication etc.

\*Open Source Technologies mentioned in point 13 include any of the following:

- Odo Framework
- Python Programming Language
- PostgreSQL Database System
- Ubuntu Server Edition
- Mobility Solution for iPad, iPhone, Android Tablets and Phone
- Web based secured access & Windows 8 Client

**Mobility Solutions**

- 1) Mobility Solution will have offline access, which required project binary code in encrypt mode
- 2) Application cannot be installed on Unauthorised , Jail Broken or Rooted devices
- 3) Mobile Tablet and iPad application should cover the work order, Inspection and Audit flow which shall help CADUP for paperless mobility solutions

- 4) Quick push notifications for events to related users
- 5) Communications through real time services
- 6) Alert notification for part expiry
- 7) Field services and Work Orders will be reflected on real time
- 8) Real time interactive dashboard for every type of user
  - a. Executive : For monitoring overall need of CADUP
  - b. Engineer (BMM) : AME's status availability and their need
  - c. AME: Pending tasks and tasks to be taken care of
  - d. Planning Manager: Pending Audits
  - e. Quick turnaround for recent messages for users

### **3.3.3. Functional Requirements of the Proposed System**

FLIGHT OPERATIONS MODULE	
Sno	Functionality Required
1.	The system should have the ability to monitor movements of aircraft in real time
2.	The system should have the ability to manage day to day flight operations
3.	The system should have the facility for accurate fuel planning at different locations
4.	Ability to continuously monitor crew records and expiries of various licenses/approvals
5.	Ability to record master data for pilots including Licensing, Medical details, FDTL requirements as per DGCA and other regulatory bodies
6.	The system should have the capability to calculate weekly rest periods for the pilots
7.	The system should have the ability to configure Training requirements of pilots
8.	The system should have the ability to monitor License expiry dates of pilots
9.	The system should have the ability to monitor due dates of training requirements
10.	The system should be able to monitor FDTL as per regulatory requirements laid down by DGCA
11.	The system should have the ability to capture violations of CAR rules, if any
12.	The system should have the ability to identify duplicate flight schedules entered into the system
13.	The system should have the ability to monitor all amendments and checks regarding Flight manuals, air safety manuals, Jeppsen Charts etc. and communicate to the concerned authorities (defined groups)
14.	Logs and audit trails monitoring system including monitoring of sector logs
15.	Ability to capture flying details like online flight plan, briefing, navigation screen scan, monitor FIC/ADC/AOR, Report generation per flight ,Met details etc.
16.	Provision for e-mailing the generated reports
17.	Ability to define the access rights for the users based on defined hierarchies
18.	The system should generate cautionary & initiate action for renewals of mandatory documents/ permissions
19.	Ability to generate periodic audit, compliance reports of Flight safety Audits as per DGCA formats and provide advance notice of non-compliance, if any.

20.	The system should have the ability to STA(Special Travelling Allowance) report for pilots
21.	System should have the option available to convert the UTC time into Local time and vice versa
22.	The system should insure seamless integration between aircraft maintenance, operations and other sub modules

### ENGINEERING AND AIRCRAFT MAINTENANCE

Sno	Functionality Required
1.	The Engineering & Aircraft Maintenance module must have the capability to define maintenance requirements for specific fixed-wing or rotary aircraft type, including inspections, components, ADs, and Service Bulletins.
2.	Capability to perform maintenance scheduling for each aircraft based on predefined maintenance schedule templates, aircraft policy and procedures as per DGCA approvals
3.	Ability to generate future maintenance forecasts and compliance reports based on the latest log entries.
4.	Ability to capture maintenance due, parts & labour requirements (preparation/ task/ estimated/ total man hours required) based on average or historical usage
5.	Ability to accurately monitor the Last Done details & Next Due details of each maintenance task as per the approved maintenance program for each aircraft & helicopter in the fleet
6.	Ability to display all aircraft maintenance status in Real-Time
7.	Ability to track components whether installed, in stock, or out for repair.
8.	Ability to view unlimited history of issues, returns, purchases, repairs, installations, and removals for every component with respect to aircrafts and helicopters
9.	The system should be able to capture different units for different aircraft types
10.	Ability to tracks Component Parts, Assemblies, Sub-Assemblies, Micro-Assemblies
11.	Ability to tracks Part Overhauls & Retirements, Movements, and service history logs
12.	The system should have the ability to generate report on completed/scheduled tasks
13.	Ability to generate log book entries
14.	Ability to display audit trail with date, time & user details for all changes made to any data entered in the system as per audit plan
15.	Ability to generate work order tasks automatically from the maintenance scheduling system
16.	The system should have the provision to put work order on hold, reschedule it and to add audit remarks on closed work orders
17.	Ability to generate & print part requirements and maintenance documents to scheduled tasks, and print task cards for scheduled and unscheduled maintenance
18.	Ability to Capture the costs of parts and repairs associated with any aircraft
19.	Ability to keep scheduled and unscheduled maintenance costs separated, customize fleet reports, and track deferred maintenance.



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20.	Ability to create and track repair orders sorted by vendor, part number, serial number, or repair order number
21.	Ability to create & view all production activity in the work orders and tasks for a specific aircraft or cost centre department
22.	Ability for effective tracking and monitoring of compliance status Regulatory and OEM document induction in terms of SB/AD, FAA.
23.	Detailed compliance and history reporting – including AD compliance, life-limited component status, maintenance history and movement history of components
24.	Should have the ability for Reliability management in terms of: 1.MTBUR replacements 2.Monitoring engine, APU performance 3.Monitoring ETOPS,RVSM Compliance 4.Monitor ARC renewal and generate all applicable documentation 5.Recording flight incidents, Pilot reports 6. Monitor Ground Equipment, Special Tools, Test Sets etc.
25.	Ability to record aircraft master data including flight hours, flight cycles/landings, block hours, days, sector of operation, fuel uplift, oil uplift, night flying hours, pilot details, defects etc.
26.	Ability to release Bill of work(BOW),Bill of Material(BOM), needed tools and equipment for scheduled/unscheduled maintenance
27.	The software should have the capability of different types of rules for configuring & monitoring the possible combination of maintenance task intervals or thresholds or counts or a combination of them, without any intervention by the user for change in configuration
28.	Ability to cater for unscheduled maintenance i.e. to record defects and corrective action, traces deferred defects, and indicate MEL items
29.	Ability to cater for the post maintenance process i.e. the system should have the capability to update A/C, component records, report performed tasks and archive task cards
30.	Ability to generate timely consolidated reports on status of all aircrafts in terms of maintenance requirements(hours left, cycles left, expiry date of components etc.), Time between overhaul(TBO) for components of aircraft
31.	The software system should have necessary cross functionality for monitoring & managing scheduled maintenance, unscheduled maintenance, aircraft maintenance, stores management related to airframe, engines & other aircraft components applicable to all aircraft and helicopters in the fleet of Govt. of UP
32.	The system should have the capability to configure hierarchy of major assemblies fitted on each aircraft type. System should be able to indicate the “first driver component for removal” of an assembly from the aircraft.
33.	Facility to indicate the requirement of duplicate inspection or independent check for applicable maintenance task
34.	The software system should be designed to configure & monitor special/exceptional parameters related to certain type of aircraft, engines or aircraft components (e.g.

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	Penalty hours of components etc.)
35.	The system should have the ability to configure and plan Training requirements e.g. Maintenance Human Factors, refresher etc. of Aircraft Maintenance Engineers and Technical Staff
36.	The system should have the capability to provision for new aircraft induction
37.	Validity Monitoring of AME License and Authorisations

**INVENTORY /STORES MODULE**

S No.	Functionality Required
1.	Ability to define different types of material that the company procures and stores
2.	Provision to define various relevant information for each material like purchasing related information, inventory related information, quality related information, accounting related
3.	Ability to classify/group materials based on certain criteria
4.	Ability to define authorizations of users for creating and changing material records
5.	Ability to support physical inventory check process/Interfaces with the general Ledger (as per Govt. of UP & DGCA Govt. of India norms)
6.	Provision to define storage locations, bins, shelves, racks
7.	Ability to carry out re-order stock replenishment based on Minimum Stock level(MSL) and any other threshold level for inventory items
8.	Ability to record goods against a purchase order and highlight if there is variation between quantity ordered and received
9.	Ability for seamless real time integration between inventory and accounting applications for automatic update of inventory value in pre-designated accounts for each relevant inventory transaction
10.	Ability to provide real-time inventory status at stores
11.	The System should provide the facility to track material consumption by part number, demanding units etc.
12.	The system should have features to cater for Inquiry & Reporting Capability for Inventory Status (by item-code, type, etc.)
13.	Capability to maintain Audit Trail of all transactions
14.	Ability to generate Reports like- 1. Inventory Valuation Reporting 2.Ability to run reports/inquiries on Inventory status 3. Interfaces with the general Ledger
15.	Must have an integrated Searching capability for: 1. Identifying material by OEM part number 2. Item search by name etc.
16.	The system should have features for providing parts inter-changeability management capability and displaying all interchangeable item at the time of requisition (when requisitioned item is not available)/Ability to show alternative component or superseded version of the component

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17.	Ability for tracking the shelf life of items, monitoring them and flagging out expired items
18.	The system should be able to provide email based in-built status notifications
19.	The system should have the capability to capture details of components like running hours of the component since manufacture, since last overhaul, since last work shop check like pressure test, calibration, weighing etc.
20.	The system should provide facility for management of Quarantine stores
21.	The system should have the ability to configure & identify stores needing special storage considerations like Dangerous Goods, Electro static sensitive Devices (ESD) etc.
22.	Capability to store quality assurance certificates scanned images and delivery documents in image format and linking them to the Purchase Order
23.	The system should have the capability for loan management process & loan return due monitoring
24.	Capability to keeping track of item receipt and issue entries
25.	The system should have the ability for monitoring ground equipment
26.	The system should have the ability to track and monitor warranty applicability for unserviceable engines & components, as per operating hours or operating cycles or days
27.	The system should have the ability to capture over dimension items for appropriate storage location

**PROCUREMENT AND ORDERS MODULE**

S No.	Functionality Required
1.	The Procurement and Order Module should have the following features: 1. Maintaining performance history of suppliers 2. Creating and managing vendor master records (including payment terms, contact details etc.) 3. Categorizing vendors in categories like aircraft parts vendors, other international vendors, local vendors, etc. 4. Blocking vendors for various reasons like blacklisting etc.
2.	The system should ascertain that all the Purchase Requisitions should follow a pre-configured work flow for approvals
3.	Capability to retain Requisition History
4.	Capability for making provision to generate requisitions automatically for items replenished frequently like Consumables, based on re-order level
5.	Capability to base a Purchase order(PO) on a requisition
6.	System should be configurable for automatically e-mailing planned Purchase orders to vendors as per user-defined criteria(Single source supplier)
7.	Capability to support for manual entry of Purchase Order
8.	Capability to create Purchase Orders for Miscellaneous (Non-Inventoried) items /job work (WO) / subscriptions (SO)

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9.	Capability to monitor that Purchase Order should follow preconfigured Work Flow for various approvals
10.	Capability to: 1.Place PO in any currency 2.Retain PO data for audit purposes 3.Track PO maintenance history
11.	The system should provide for facility to maintain detailed purchase statistics in INR (based on Exchange Rate)
12.	Capability to run multi attribute reports and queries on: 1.Requisitions 2.Purchase orders 3.Purchase History 4.Quotations as received from vendors
13.	Capability for recording and processing profiles and other relevant details of suppliers and service providers – potential and pre-qualified. Supplier database should be at least per DGCA / JAA / FAA / CAA / EASA etc. compliance
14.	Capability for generating requests for quotation for pre-qualified suppliers / Approved Vendor List or service providers
15.	Capability of tracking of procurement cycle
16.	Capability for recording authorizations received from government agencies for foreign exchange spending like documentation under FERA
17.	Capability for maintaining records of letter of credits, including the date of establishing the L/C, bank's name, bank charges, insurance cost, supplier of materials, exchange rates, purchase order number, retirement date, etc.
18.	Capability for tracking shipments based on intimation received from suppliers or freight forwarders
19.	System should have the ability of supporting statutory / regulatory reporting and documentation requirements when components procured from National / International Suppliers. This will include the following: -Recording of air waybill -Preparation of freight forwarder instructions -Preparation of other accompanying documents -Preparation of Indemnity Bond -Integration with freight forwarders for on-line status information
20.	System should be able to support generation of payment invoice
21.	Capability to maintain a Master file of suppliers, Demand officer, Freight forwarder, Insurance, type of aircrafts, alternate parts, currency conversion, Supplier documents
22.	Capability to maintain a Master file of suppliers under Annual Contract like CASP(corporate aircraft service program) etc.

### ACCOUNTS MANAGEMENT

S No.	Functionality Required
1	The Accounts Management Module must have a strong interface with purchase and inventory module
2	The system should have the Capability to configure different heads of expenditure applicable to the Directorate
3	The system is required to update the Budget Estimates/Allocation for a user selected financial year
4	The system should have the facility to generate accounts management related reports
5	The system should have the ability to cater to financial queries of high management
6	Ability to monitor account configuration status like paid bills, pending bills, committed bills and other critical information for financial planning

### HUMAN RESOURCE/PERSONNEL MANAGEMENT

S No.	Functionality Required
1	The Human Resource/ personnel Management Module must be able to configure Directorate details, hierarchy to any level as per the user requirement
2	The system should have the capability to capture the personal as well as professional details of the employees (Personnel data monitoring system)
3	The system should have the capability to cater to requirements like Management of leaves taken by the employees etc.

## **SECTION IV**

## **Project Phases and Plan**

## Section IV: Project Phases and Plans

### 4. The project phases and plans

The bidder is required to deploy a comprehensive methodology for implementation of the proposed software solution at CADUP to ensure that the organization is able to achieve the objectives of the project and able to harness the capabilities of the software solution completely.

The implementation methodology should aim for streamlining implementations and deliver faster results to all the stakeholders of the project. At the core of the project methodology is:

- Proposed solution implementation activities
- Post implementation support
- Implementation Approach and methodology
- Project plan and structure

#### 4.1. The Proposed solution implementation activities

The methodology shall be well-defined and structured in approach. It should adhere to the globally accepted best practices of software implementation and should cover the following broad phases or work elements

- Project Preparation
- FRS/SRS/SDD
- Design & Development
- Integration, Testing & Acceptance
- Data Migration
- User and Technical training
- Go Live
- Post implementation support

##### 4.1.1 Project Preparation

The project preparation will focus on creating the project charter, interfacing mechanisms, training, the day to day action plan till the completion of the next immediate stage, familiarization of the bidder's team with CADUP operations and the CADUP team with the action plan of the bidder etc.

##### 4.1.2 SRS/SDD

After carrying out system study, SRS & SDD shall be prepared during this stage in relation to best practices.

##### 4.1.3 Development Phase

Based on the functionalities designed, bidder shall be responsible for:

**Development:** This includes development of the application after the approval of the design of the prototype of the application by CADUP.

#### **4.1.4 Testing & Acceptance**

The bidder shall provide standard functionality test suites for testing the modules. For software the bidder shall prepare the test plan. Test Data for different scenario (Test Cases) will be prepared in consultation with the users concerned for testing the modules. The pre-commissioning tests shall be carried out to assess the following but not limited to:

- a. Conformance to the functional requirements
- b. Performance of the system with reference to response time and accuracy
- c. User friendliness

Simultaneously, the documentation will also be reviewed by the user to ensure its accuracy and clarity.

#### *System Testing*

The bidder is required to prepare procedures detailing the steps for conducting System Tests, which are accepted by CADUP. The bidder shall after development of the PROPOSED Software Solution, conduct tests to demonstrate that the system meets all the requirements (functional and technical) specifications as brought out in this RFP and would be in accordance with the procedures detailed in approved To-Be process document.

On the basis of these tests, a report would be submitted by the bidder for review and approval by CADUP. The test results and response times should be demonstrated by the bidder during the testing phases (System, integration & Stress and Load testing) at CADUP in an environment/infrastructure as mutually agreed upon by CADUP and the bidder.

- a. Developing a Test Plan to support Function Testing and System/ Integration Testing and ensuring that the testing of the software is comprehensive and auditable and preparing test cases for User Acceptance Testing (UAT).
- b. Testing of the entire new system and testing of the data conversion and migration to the new system, as part of system integration testing. Integration testing shall be carried out to ensure cross function modules are integrated and transaction data is flowing across the modules accurately.
- c. Developing acceptance test procedures to ensure conformance to the required process operations response time, the integrity of the software after installation, and to eliminate any operational bugs. This will include:
  - i. Fine tuning of the software, ensuring all required related component software are installed and if any debugging is required.
  - ii. At the satisfactory conclusion of these Acceptance Tests to the satisfaction of CADUP, the commissioning/ implementation of the software shall be considered to be complete for the respective location.

#### **4.1.5 Data Migration**

Migration of data to the new system is responsibility of bidder. CADUP along with bidder will jointly decide on what data will be migrated as per the format suggested by the bidder. A detailed plan for data migration is expected from the bidder during the initial stages of the project, which will include data to be migrated, templates for upload of data and data collection/digitization/migration timelines.



Most of the data migration will be from the existing systems. However wherever the data has to be captured from physical sources, that activity will be facilitated by the bidder.

#### **4.1.6 End-User Training**

The purpose of end user training is to ensure that all end users are adequately prepared and able to perform their job functions at “usage ready”. Training content will depend on the function performed by the end-user; therefore several user profiles will be established.

#### **4.1.7 Go Live**

The bidder is required to undertake the following to review readiness for “Go Live”:

- a. Facilitate in setting up central help desk for any queries
- b. Review the health, usage and performance of the system till it stabilizes
- c. Ensuring resolution / Documentation of all issues raised during implementation
- d. Final configuration/ integration, volume and stress testing, whichever required
- e. Switch over to production environment.

**Declaration of “Go Live”** – the system will be declared “Go Live” when the following tasks/activities are accomplished satisfactorily

- Acceptance testing
- Hardware commissioning
- Data migration
- Training
- User creation / role identification
- Help desk

**Acceptance of “Go live”** – the go live will be accepted only after successfully generating at least one report for the complete operations, or successfully using the system for one month after declaring go live, whichever is longer.

#### **4.1.8 User Adoption Support**

The bidder shall provide User adoption support, by deputing technical/ functional consultants at the client site after implementation of proposed solution at that site. During the Implementation period prior to “Go Live”, the bidder would support CADUP users in using the system.

### **4.2. Post implementation support**

After launching of the proposed solution or making it “Go Live”, the bidder will provide user adoption and stabilization support for the implementation services for one month post “Go Live” period. During this phase, the bidder will take up task related to bug fixing (if any) and maintaining back-ups of the implemented system.

Some of the other activities in this period will include but not limited to:

- a. Post “Go Live” Support Strategy
- b. Hand holding the users

- c. Post “Go Live” Monitoring
- d. Post “Go Live” Review
- e. Monitoring and fine tuning system response

### **4.3. The implementation Approach**

1. Adoption of best practices & methodology: Process Improvement will be done to enable CADUP to adopt some of the best practices embedded in the proposed solution. The areas that can bring maximum benefits will be identified by bidder in close coordination with CADUP process owners. Bidder will also bring in knowledge of best practices adopted by other aviation organizations to the CADUP implementation. Since process improvement is a part of overall implementation plan, bidder should recommend possible places of process improvement, detailed in the plan.
2. Bidder is required to capture all the processes in practice at all the functional locations of CADUP at the time of business blue printing and implementation of the proposed software. Wherever possible CADUP would like to adopt the best practices and standard processes available with the proposed software solution, including reports and forms to the extent possible.
3. Bidder is expected to include the implementation of the proposed solution
  - a. Screen Layouts
  - b. Definition and assignment of User Defined status
  - c. Definition of Authorization Controls
  - d. Configuration of standard Workflows
  - e. Seamless integration across all solution modules to meet the requirements of CADUP.
  - f. Reports developed in the different functional areas
  - g. Reports and Variants based on different solution modules along with specific reports.
  - h. Standard reports/ information systems to define and enable User Specific Variants
  - i. Change to standard forms to incorporate standard texts and CADUP logo and formatted to address the CADUP formats.
  - j. Conversion Programs developed for migrating Master Data and Open Data for “usage ready” from existing applications.
4. Plan for customization/development – The bidder should plan for following developments as a part of the normal effort for implementing the Solution:
  - a. Digital signature integration for procurement system
  - b. Documents outputs in pdf formats wherever required
  - c. All the reports required by CADUP
  - d. The outputs/prints required for external interactions
5. Documentation: The bidder shall ensure preparation of complete documentation of all configuration settings, customized applications, other activities, steps / stages involved in the implementation including the source code for the customized product developed for CADUP. The bidder shall prepare the business process document, end-user manual and training document.
6. Solution Documentation - The bidder will provide detailed final system documentation for reference

of CADUP. Bidder shall prepare the final user manual incorporating all details of all menus and functionality provided by the system.

7. Use of the native Project management tool - The bidder will use the native project management tool to record the entire activities of the project including but not limited to:
  - a. The business design documents
  - b. The minutes of the meeting
  - c. System documentation
  - d. Issue lists, resolutions
  - e. Training materials

#### **4.4. The implementation Methodology**

The methodology to be deployed by the bidder to implement the solution will have different work elements and activities. All these activities and the work elements should coherently focus on achieving the following key results:

- Quality of the solution deployed
  - Customer satisfaction while deploying and during usage
  - Successful implementation in terms of completeness and timely accomplishment of the outcome
1. Critical activities of Implementation: While there are different techniques and tools available as a part of the methodology, the following are expected to be part of the Implementation methodology to be adopted by the bidder:
    - a. Workshops with different stake holders for capturing business requirements, creating awareness of best practices, communicating the changes, building consensus on process design, for signing off the deliverables etc. These need to be organized at different intervals and in different places throughout the duration of the projects as demanded by the context.
    - b. Stake holder consultation other than workshops, with those stake holders who will be identified by CADUP, for the purpose of critical inputs, review, suggestions, process description etc.
    - c. Review sessions with different stake holders for signing off the deliverables, walking through the deliverables for facilitating quick understanding
    - d. Documentation of proceeding – recording the developments, discussions, deliverables, using standard methodology and native tools available
    - e. Work standards/practices for documentation, configuration, testing, data migration etc.
    - f. Training the different stake holders, on a continuous basis
  2. Project Deliverables: There will be multiple deliverables expected to be delivered by the bidder during the course of the project. Bidder is free to propose any additional deliverable, based on their experience of delivering similar projects, which can enhance the quality of work. It is expected that the project will move from one phase to the next only when the deliverables of that phase are

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accepted. Some of the key deliverables which will signal the successful completion of each of the phases will be:

Milestone	Deliverable
<b>Project Preparation</b>	<ol style="list-style-type: none"> <li>1)Agreed and Finalized Project Plan</li> <li>2)Team profile finalization and Mobilization Sign Off</li> </ol>
<b>Design &amp; Prototype</b>	<ol style="list-style-type: none"> <li>1Preparation of Use cases, System Requirement Specification Report (SRS)</li> <li>2)System Design Document (SDD)</li> <li>3)Database Design</li> <li>4) Prototype of Application Software and sign off</li> </ol>
<b>Development &amp; Testing</b>	<ol style="list-style-type: none"> <li>1) Application software with source code in two sets (in protected media) along with source code and/ or license of third party API/ any other software used.</li> <li>2) Acceptance Testing Reports (Report on Beta Testing of the software)</li> <li>3)Unit Test Report, Integration Test Report, Full Load, Stress Test Report , User acceptance testing report</li> <li>4)System, User and other Manuals</li> </ol>
<b>Training</b>	<ol style="list-style-type: none"> <li>1)Training Requirement Report</li> <li>2)Training Curriculum</li> <li>3)Training Schedule &amp; Completion Report</li> </ol>
<b>Data Migration</b>	<ol style="list-style-type: none"> <li>1)Functional Specifications for Upload programs, if any</li> <li>2)Data Migration Methodology &amp; Completion Report</li> </ol>
<b>Go live preparation</b>	<ol style="list-style-type: none"> <li>1)Functional help manual</li> <li>2)Back up strategy and Disaster Recovery Plan</li> <li>3)Fail over system plan</li> <li>4)Test Report</li> </ol>
<b>Go live and support</b>	<ol style="list-style-type: none"> <li>1)Go Live Sign Off</li> <li>2)Action taken report in terms of setting of help desks etc.</li> </ol>
<b>AMC – 5 years</b>	<ol style="list-style-type: none"> <li>1) MIS by the selected Bidder covering all aspects of call resolution, bug fixing, SLAs adherence and other issues as decided during the signing of the contract</li> </ol>

**The above mentioned deliverables may change with the mutual consent between the bidder and CADUP/UPLC process owners.**

3. Deliverables acceptance criteria
  - a. The acceptance criteria for each phase is the submission and acceptance of all deliverables specified for that phase. The formal acceptance by CADUP of the phase deliverables constitutes completion of the phase and approval to launch the next phase and invoice UPLC for payment.
  - b. Acceptance criteria for each deliverable will be established in accordance with the process described in the following paragraph prior to the beginning of each phase.
  - c. Bidder should provide templates of proposed deliverables. At the onset of each phase, bidder will meet with CADUP project manager to review the applicable templates, tailored to accommodate the needs of the project, and agree on the scope, format, and content of each of the major deliverables for that phase.
4. Project Success Criteria: The finished proposed solution shall meet planned scope and specifications.
  - a. No issues pending at the end of support period
  - b. "On-line" transactions of all implemented modules – No backlog / offline transaction data entry during the last month of support
  - c. The project is completed on time & all users adopt the software according to plan

#### **4.5. Project plan**

1. The work Plan: Other than the management of resources/deployment of experts and management of timeline as explained in the next sections, the project management will focus on the Work Plan containing a detailed set of phases, work packages, activities, and tasks preferably from the standard PROPOSED solution implementation Roadmap.
2. Issue Management: An issue is a formally identified matter that may hinder progress on a project or program and about which no agreement has yet been reached. Often it can be difficult to determine which questions should be documented as issues and which can be resolved directly without impeding the project flow. Those items that require documentation, formal investigation and approval should be managed as issues and this Issue management methodology has to be proposed by the bidder
3. Scope Management: Scope of the project will be managed through a formal scope change management process. Project management is essential to ensure that changes to the scope of the program do not adversely affect the program objectives. Change management documentation of project scope and approval procedures provide a visible decision-making process for the project and provide a clear audit trail of scope changes and the corresponding cost benefit appraisal and has to be proposed by the bidder in the Project Management Methodology.
4. Project structure: Bidder is required to propose a Project structure based on their own experience of

successfully implementing similar solution

5. **Project Steering Committee:** The steering committee would form the apex body on various issues relating to finalization of functional policies and procedures, requirements definition and other policy issues. The committee will comprise of the senior executives of CADUP. The steering committee will carry out the following activities:
  - a. Mobilize the resources necessary for project execution
  - b. Standardization of processes and procedures across the company
  - c. Only authority to approve deviations in scope, project time lines and budgets
  - d. Meets monthly to review project progress & resolve issues, if any
6. **Project Manager:** The Project Manager assumes overall responsibility for the assignment and ensures that all resources required are made available and the engagement is carried out according to agreed plans. He shall function as the primary channel of communication for all CADUP requirements to the implementation team.

#### Responsibilities

- a. To coordinate with the CADUP Project Manager in all areas of the engagement.
  - b. Interact with CADUP team to acquire the necessary business, application and technical understanding.
  - c. Lead the implementation team.
  - d. Responsible for bidder operations of the project.
  - e. Ensure successful completion of Unit Tests and Integration tests for all development activity.
  - f. Ensure that all phases of the development activity are duly signed off by CADUP.
  - g. He / She will handle all the issues at client site relating to the assignment.
  - h. Walk-through of System analysis, ensure sign off of detailed design and coordinate testing activities.
  - i. Coordinate with CADUP Project Manager and User community to perform user acceptance testing. Obtain sign-off on the user acceptance with the CADUP Project Manager.
  - j. Co-Owner of Project Plan, Project Communication and Team Coordination
  - k. Project oversight on day-to-day basis
  - l. Project Reporting and Communication
  - m. Project issue resolution
  - n. Initiate Change Control process, where required
  - o. Report to Steering Committee
7. **Functional Consultants:** The Functional Consultant shall ensure total understanding of the business and proposed Solution modules implementation approach. He / She shall effectively design the various components of software solution as per user requirements and shall also document the processes and procedures relevant to the assignment.

#### Responsibility

- To communicate effectively with the CADUP Project Manager, CADUP Functional team

and end-users.

- Conduct Requirements Workshop and gather process-wise business requirements and expectations
- Solution system for the chosen process scenarios and options
- Business Process design documentation
- Document Business Process Procedures
- Facilitate end user training
- Report project activity status on a daily basis to the Project Manager

8. **Development Programmers:** The primary role of Development Programmers shall be to meet the requirements as specified by the Functional Consultants. He/she shall ensure that the developmental activities are in conformity with the quality guidelines and customer specifications as mentioned in the requests. He shall also ensure thorough testing and validation of the changes proposed and supports the functional team.

#### **4.6. Project Timelines**

The project Timelines would start from the date of issuance of LOI (T). The tentative timelines is as follows:

Milestones	Indicative Timelines (Weeks)
1) Award contract & Agreement signing with the selected Agency 2) Project Kick off meeting with all the stakeholders	T + 1
Detailed Project Plan including resource deployment plan	T + 2
Preparation of SRS (System Requirement Specification) and SDD (System Design Document) and its acceptance	T+ 6,7
Prototype of the Application Software and Acceptance of Prototype	T + 7,8
Database creation	T + 9, 10
Development & Integration of Software/ Applications	T + 22
Successful UAT and "Go Live" Acceptance	T + 24
Submission of User Manual (SOP), system manuals, source code and training manuals and End user Training	T + 24 -25
<b>Maintenance phase for five years</b>	

***\*In case selected Agency foresees any milestone not completed as per the above indicated timelines while executing the project, the selected Bidder shall be required to make a prior written request to CADUP for the timeline extension.***

**SECTION V**

**Instruction to Bidders**



## **Section V: Instruction to Bidders**

### **5. Instruction to Bidders**

#### **5.1. General Instructions**

1. The Bidders should submit their bids online only in the Submission module of e-Procurement website <http://etender.up.nic.in>.
2. The Bids shall be submitted only from the Bid Submission start date till the Bid Submission end date and time given in the e-tender. Therefore, Bidders are advised to submit the Bids well advance in time.
3. 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/CADUP and will not be returned.
4. The bidders should submit their e-Bid considering the server time displayed in the e-Procurement website. This server time is the time by which the e-Bid submission activity will be allowed till the permissible time on the last/end date of submission indicated in the e-tender schedule.
5. Once the e-Bid submission date and time is over, the bidders cannot submit their e-Bid. The bidders shall only be held responsible for any delay and whatsoever reason in submission of e-Bid.
6. Technical Bids will be electronically opened at 04: 00 PM on 24-11-2015 in CADUP. The opening of financial bids shall be intimated later to all the technically qualified bidders.
7. UPLC may, at its discretion extend this deadline for submission of e-Bid by amending the e-Bid document, in which case all rights and obligations of the Corporation and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.
8. The server time indicated in the Bid Management window on the e-Procurement website <http://etender.up.nic.in> will be the time by when the e-Bid submission activity will be allowed till the permissible date and time scheduled in the e-tender. Once the e-Bid submission date and time is over, the bidder cannot submit the e-Bid. Bidder has to start the Bid Submission well in advance so that the submission process passes off smoothly. The bidder will only be held responsible if his/her e-Bid is not submitted in time due to any of his/her problems/faults, for whatsoever reason, during e-Bid submission process.
9. At any point of time, a bidder can withdraw his/her e-Bid submitted online before the bid submission end date and time. For withdrawing, the bidder should first log in using his/ her Login Id and Password and subsequently by his/her Digital Signature Certificate on the e-Procurement website <http://etender.up.nic.in>. The bidder should then select "My Bids" option in the Bid Submission menu. The page listing all the bids submitted by the bidder will be displayed. Click "View" to see the details of the e-Bid to be withdrawn. After selecting the "Bid Withdrawal" option, the bidder has to click "Yes" to the message "Do you want to withdraw this bid?" displayed in the Bid Information window for the selected bid. The bidder also has to enter the bid Withdrawing reasons and upload the letter giving the reasons for withdrawing before clicking the

"Submit" button. The bidder has to confirm again by pressing "Ok" button before finally withdrawing his/her selected e-Bid.

10. The bidder has to request the Corporation with a letter, attaching the proof of withdrawal and submission of e-Bid security/EMD in the office of Corporation, to return back the e-Bid security/EMD as per the manual procedure.
11. No e-Bid may be withdrawn in the interval between the deadline for submission of e-Bids and the expiration of period of e-Bid validity. Withdrawal of an e-Bid during this interval may result in the bidder's forfeiture of his/her e-Bid security
12. The bidder can re-submit his/her e-Bid as and when required till the e-Bid submission end date and time. The e-Bid submitted earlier will be replaced by the new one. The payment made by the bidder earlier will be used for revised e-Bid and the new e-Bid submission summary generated after the successful submission of the revised e-Bid will be considered for evaluation purposes. For resubmission, the bidder should first log in using his/her Login Id and Password and subsequently by his/her Digital Signature Certificate on the e-Procurement website <http://etender.up.nic.in>. The bidder should then select "My Bids" option in the Bid Submission menu. The page listing all the bids submitted by the bidder will be displayed. Click "View" to see the details of the e-Bid to be resubmitted. After selecting the "Bid Resubmission" option, click "Encrypt & Upload" to upload the revised e-Bid documents by following the methodology provided above
13. The bidders can submit their revised e-Bids as many times as possible by uploading their e-Bid documents within the scheduled date & time for submission of e-Bids.
14. No e-Bid can be resubmitted subsequently after the deadline for submission of e-Bids.

## **5.2. Procedure for Submission of Bids**

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

1. For participating in e-Bid through the e-tendering system, it is necessary for the bidders to be the registered users of the e-Procurement website <http://etender.up.nic.in>. The bidders must obtain a User Login Id and Password by registering themselves with U.P. Electronics Corporation Limited, Lucknow if they have not done so previously for registration.
2. In addition to the normal registration, the bidder has to register with his/her Digital Signature Certificate (DSC) in the e-tendering system and subsequently he/she will be allowed to carry out his/her e-Bid submission activities. Registering the Digital Signature Certificate (DSC) is a one-time activity. Before proceeding to register his/her DSC, the bidder should first log on to the e-tendering system using the User Login option on the home page with the Login Id and Password with which he/ she has registered as per clause 1 above.
3. For successful registration of DSC on e-Procurement website <http://etender.up.nic.in> the bidder must ensure that he/she should possess Class-2/Class-3 DSC issued by any certifying authorities approved by Controller of Certifying Authorities, Government of India, as the e-Procurement website <http://etender.up.nic.in> is presently accepting DSCs issued by these authorities only. The bidder can obtain User Login Id and perform DSC registration exercise as described in clauses 1

and 2 above even before e-Bid submission date starts. The Corporation shall not be held responsible if the bidder tries to submit his/her e-Bid at the last moment before end date of submission but could not submit due to DSC registration problem.

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

the bid summary using the "Print" option available in the window as an acknowledgement for future reference.

### **5.3. Authentication of Bid**

The Bid shall be typed in indelible ink. It shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Agreement. All pages of the Bid, except for un-amended printed literature, shall be initiated and stamped by the person or persons signing the Bid.

### **5.4. Validation of interlineations in Bid**

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

### **5.5. Cost of Bidding**

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

### **5.6. Bid Currencies**

Price shall be quoted in INR

### **5.7. General Guidelines and Documents Comprising the Bids**

#### **Technical Bid/Proposal**

1. The bidder must fully understand the scope of work section of this RFP. The bidders are expected to examine, understand and comply with all the instructions, formats, terms & conditions, solution, service requirements and other information in the RFP documents before submitting the bids. Failure to furnish all the 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 of the bidder.
2. The bidder is expected to bid for the project with a complete understanding that, all services and deliverables listed in this RFP need to be fulfilled while executing the project
3. UPLC retains the right of the final say in the proposed solution in terms of the scope of the project, in terms of the services and deliverables UPLC/CADUP expects from the project, as listed in this RFP.
4. The Technical proposal must be direct, concise, and complete. Any information not directly relevant to this RFP should not be included in the proposal. UPLC will evaluate bidder's proposal based upon its clarity and the directness of its response to the requirements of the project as outlined in this RFP.

5. The technical bid should only have company related details & all information and data, which are purely about the solution and offer and strictly non-commercial in nature. Pages of the Technical proposal should be properly numbered, with each page signed and stamped.

Technical Proposal must contain the following **scanned documents**:

- I. Copy of EMD and Bid document fee
- II. All the formats and documents mentioned in **Annexure I** and the Tender check list (under Technical Bid) in Section B of this RFP.

**Original Copies of the EMD and Bid document fees shall be submitted at the office of U.P. Electronics Corporation Limited before the bid closing date.**

### **Commercial Bid/Proposal**

The bidder is expected to cost for the complete project required to meet the requirements of CADUP as per this RFP. Prices shall be quoted entirely in Indian Rupees. This is a fixed price project without any scope for varying the price during the contract period. The cost of any delay in execution of the project will be borne by the bidder. No clauses for price fluctuations due to fluctuation of the Indian currency against any of foreign currency will be accepted during the period of the contract.

Commercial Proposal must contain the all formats and documents (scanned) specified in **Annexure II** and the Tender check list (under Commercial Bid) in Section B of this RFP.

The quoted price must be detailed and must cover all the requirements of CADUP and the terms and conditions laid out by UPLC/CADUP. The quoted price must be summarized as specified in Annexure II of this RFP.

The bidder is required to provide the price under three separate headings, as given in the format for commercial proposal

- a. Price for the software solution, development, testing, data migration, training etc. as per the RFP
- b. Price for 5 years Annual Maintenance-Support Contract post go-live

The bidder is required to bear the cost of movement/stay of its people from its office to the project sites during the project. The bidder shall ensure that the costing covers all the costs like cost of local travel, food, stay of the project team of the bidder.

The bidder is expected to price fully in the commercial proposal for all the services being provided by it to CADUP. Any assumptions about possible future recovery of the under-priced items shall be at the risk of the bidder. It is mandatory to provide breakup of all taxes, duties and levies wherever applicable and/or payable

If, during the Contract Period, there is any change in the applicable Laws in India with respect to taxes and duties which increases or decreases the cost incurred by the Bidder in performing the services, then such payments, otherwise payable to the Bidder under this contract shall be increased or decreased accordingly. Such increase or decrease in the contract shall be valid on the invoice submitted on or after the date of such changes brought into force only.

UPLC reserves the right to ask the bidder to submit proof of payment against any of the taxes, duties,

levies indicated. **Prices quoted in the bid must be firm and final and shall not be subject to any change.**

**NOTE:** Bidders shall furnish the required information on their technical 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 letters as specified in Annexure – I & Annexure-II. **Bids not submitted with the Covering Letters shall be liable for rejection.**

### **5.8. Bid Validity Period**

The proposals shall be valid for a period of Twelve (12) calendar months from the date of submission of Bids. A proposal valid for a shorter period may be rejected as non-responsive. On completion of the validity period, unless the Bidder withdraws his proposal in writing, it will be deemed to be valid until such time that the Bidder formally (in writing) withdraws his proposal.

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 through email.

### **5.9. Modification and Withdrawal of Bids**

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

### **5.10. The rights of UPLC**

#### **1. Rights of the content of proposals**

- a) All proposals and accompanying documentation submitted as the bids against this RFP, once opened will become the property of UPLC and will not be returned.
- b) The information provided by the bidder, like the names of the customers of the bidder or any proprietary information about the bidder etc. will be treated as confidential information, unless asked to disclose by the orders of the court of law or the Information Commission (under the RTI Act)
- c) UPLC is not restricted in its rights to use or disclose any or all of the information contained in the proposal, and can do so without compensation to the bidder. UPLC shall not be bound by any language in the proposal indicating the confidentiality of the proposal or any other restriction on its use or disclosure.
- d) UPLC has the right to use the services of external experts to evaluate the Proposal by the bidders and share the content of the proposal either partially or completely with the experts for evaluation

#### **2. Right to Terminate the Process**

- a) UPLC reserves the right to accept or reject any proposal, and to annul the bidding process and

reject all proposals at any time prior to award of contract, 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 actions taken by UPLC.

- b) UPLC may terminate the bidding process at any time and without assigning any reason. UPLC makes no commitments, express or implied, that this process will result in a business transaction with anyone.
  - c) This RFP does not constitute an offer by UPLC. The bidder's participation in this process may result in UPLC selecting the bidder to engage in further discussions and negotiations toward execution of a contract. The commencement of such negotiations does not, however, signify a commitment by UPLC to execute a contract or to continue negotiations. UPLC may terminate negotiations at any time without assigning any reason.
3. Amendment of Request for Proposal - At any time prior to the deadline for submission of proposals, UPLC, for any reason, may modify the RFP by amendment notified by publishing on e-tendering portal <https://etender.up.nic.in>. UPLC, at its discretion, may extend the deadline for the submission of proposals.
6. Supplemental Information to the Request for Proposals - If UPLC deems appropriate to revise any part of this RFP or to issue additional data to clarify an interpretation of provisions of this RFP, it may issue supplements to this RFP. Any such supplement shall be deemed to be incorporated by this reference into this RFP.
7. Additional Conditions:
- a. This RFP does not commit UPLC to award a contract or to engage in negotiations. Further, no bidder is entitled for any claims for cost incurred in making the proposal cost may be incurred in anticipation of award of contract.
  - b. Timing and sequence of events resulting from this RFP shall ultimately be determined by UPLC.
  - c. No oral conversations or agreements with any official, agent, or employee of UPLC shall affect or modify any terms of this RFP, and any alleged oral agreement or arrangement made by a bidder with any department, agency, official or employee of UPLC shall be superseded by the definitive agreement that results from this RFP process. Oral communications by UPLC to bidders shall not be considered binding on UPLC, nor shall any written materials provided by any person other than the authorized representative of UPLC
  - d. Neither the bidder nor any of bidder's representatives shall have any claims whatsoever against UPLC or any of their respective officials, agents, or employees arising out of or relating to this RFP or these procedures (other arising under a definitive service agreement with the bidder in accordance with the terms thereof).
  - e. This RFP does not commit UPLC to enter into an agreement or similar undertaking with the bidder or any other organization and UPLC shall have the right to reject or accept any proposal or offer, or any part thereof (e.g., any component of any proposed solution) for any reason whatsoever.

8. UPLC may choose not to proceed with any bidder with respect to one or more categories of services/requirements outlined in this RFP; and can choose to suspend the project or to issue a new RFP for this project that would supersede and replace this RFP. No claims can be raised by the bidder for compensation of the expenses incurred to respond to the RFP in whichever case.
9. No oral communication by either party will be recognized as official communication or a commitment. The only permitted mode of communication by either party will be through email id of the respective authorized persons and only those communication will be considered as commitments

### **5.10. Conditions on the content of the proposal**

1. Language of Proposals - The proposals, all correspondence and documents should be in English.
2. Validity of the information
  - a. If the information submitted by the bidder during the RFP process is found to be misrepresented, incorrect or false, accidentally, unwittingly or otherwise, at any time during the bidding process or any time during the tenure of the contract, including the extension period if any, UPLC has the right to terminate the contract and initiate penal action against the bidder.
  - b. In case of such termination and penal actions, UPLC shall reserve the right to seek penalty to cover the cost of damages including the cost of implementation and opportunity loss due to time spent on implementation.
3. Overly Elaborate Proposals - Unnecessarily elaborate brochures or other promotional materials beyond those sufficient to present a complete and effective proposal are considered undesirable and may be construed as an indication of the bidder's lack of cost consciousness. UPLC's interest is in the quality and responsiveness of the proposal.

### **5.11. Non-Conforming Proposals**

Any proposal may be construed as a non-conforming proposal and ineligible for consideration if it does not comply with the requirements of this RFP. Without limiting generality of the foregoing, the failure to comply with the technical requirements, and acknowledgment of receipt of amendments, will be causes for holding proposals non-conforming.

### **5.12. Late bids**

- a. Bids received after the due date and the specified time for any reason whatsoever, shall not be entertained and will be rejected without opening.
- b. UPLC may, in exceptional circumstances and at its discretion, extend the deadline for submission of proposals by publishing on the website
- c. Obligations of the bidders previously subject to the original deadline will thereafter be subject



to the deadline as extended.

### **5.13. Conflict of Interest**

The bidder shall furnish an affirmative statement as to the absence of, actual or potential conflict of interest on the part of the bidder due to prior, current, or proposed contracts, engagements, or affiliations with UPLC. Additionally, such disclosure shall address any and all potential elements, which would adversely impact the ability of the bidder to complete the requirements as given in the RFP.

### **5.14. Disqualification of Bids/Proposals**

The proposal submitted by the bidder is liable to be disqualified under the following cases. Each of the conditions laid down here are equally important, as indicated by the consequence of the violation of the condition, which is disqualification of the entire proposal of the bidder

#### ***Violation of the technical process***

- a) Commercial Proposal is submitted along with the Technical proposal
- b) The price information, the pricing policy or pricing mechanisms or any document/information/file indicative of the commercial aspects of the proposal are either fully or partially enclosed or are part of the Technical Proposal
- c) Bidders may specifically note that while processing the Bid documents, if it comes to UPLCs knowledge expressly or implied, that some bidders may have compounded in any manner whatsoever or otherwise joined to form a cartel resulting in delay / holding up the processing of Bid then the bidders so involved are liable to be disqualified for this contract
- d) In case any one party submits multiple Bids, the bidders are likely to be disqualified, unless additional Bids are withdrawn

#### ***Noncompliance to the conditions of the bidding process***

- a) The Bid documents are not signed, stamped and submitted in original as per guidelines of the RFP
- b) The required EMD has not been paid as per the guidelines.
- c) The Bid validity period is shorter than the required period
- d) The Bid is not submitted in accordance with this document
- e) During validity of the Bid, or its extended period, if any, the bidder increases its quoted prices
- f) The bidder qualifies the Bid with its own conditions which contradicts the terms and conditions of the RFP or the draft contract
- g) Bid is received in incomplete form
- h) Bid is not accompanied by all requisite documents duly signed and stamped

#### ***Non responsive Content of the proposal***

- a) Information submitted in Technical bid is found to be misrepresented, incorrect or false, accidentally, unwittingly or otherwise, at any time during the processing of the contract (no matter at what stage) or during the tenure of the contract including the extension period if any
- b) The deliverables as given in the Technical solution should be in consonance with the

Commercial Proposal. Any deviations in the final deliverables between Technical and Commercial proposals shall make the Bid unresponsive and may lead to disqualification of the Bid

***Inability to respond in accordance with the bidding guidelines***

- a) Bidder fails to deposit the Performance Bank Guarantee or fails to enter into a contract within 15 days of the date of notice of award of contract or within such extended period, as may be specified by UPLC.

***Fraudulent and corrupt practice***

Bidder tries to influence the proposal evaluation process by unfair/unlawful/corrupt/fraudulent means at any point of time during the bid process Defines, for the purposes of this provision, the terms set forth below as follows:

- a) “corrupt” practice means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
- b) “fraudulent” practice means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Purchaser, and includes collusive practices among Bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the purchaser of the benefits of free and open competition;
- c) “Unfair trade” practices means supply of goods (computer hardware, software, printers, networking equipment, etc.) different from what is mentioned in the bid documents, and includes change of parts/components, use of refurbished/repaired/substandard/ duplicate parts instead of genuine new parts or change the specifications and/or make of the company for which the supply order was given by Purchaser

***Consequences of disqualification***

- a) If a bid or a proposal is disqualified, the bidder will not be eligible to participate in the bidding process initiated by this RFP.
- b) If the proposal/bid is disqualified, it will not be processed further and the same will be communicated to the bidder through email/fax. No further correspondence from the bidder with UPLC will be entertained.
- c) Documents submitted as a part of the proposal and which have not been opened will be returned to the bidder.
- d) Documents submitted as a part of the proposal and which have been opened at the time of disqualification will not be returned to the bidder.
- e) If the disqualification is for the reasons of fraudulent or corrupt practice, UPLC has the right to initiate actions to black list the bidder as per the provisions of the relevant acts/rules

**5.15. Black listing**

If the disqualification is for the reasons of fraudulent or corrupt practice, UPLC has the right to initiate action to black list the bidder.

### **5.16. Authenticity of the Information and Right of Verification**

1. UPLC reserves the right to verify all statements, information and documents submitted by the bidder in response to this RFP for the purpose of prequalification. Any such verification or lack of such verification by UPLC shall not relieve the respondent of its obligations or liabilities hereunder nor will it affect any rights of UPLC there under.
2. In case it is found during the evaluation of the responses or at any time during the subsequent procurement process or before signing of the contract or after its execution and during the period of project execution resulting out of the contract thereof, that one or more of the pre-qualification conditions have not been met by the respondent, or the respondent has made material misrepresentation or has given any materially incorrect or false information, the respondent shall be disqualified forthwith if not yet awarded the contract either by issue of the letter of intent or entering into a contract.

### **5.17. Correspondence**

All correspondence would be directly with the bidder and correspondence through agents will not be entertained.

**SECTION VI**

**Proposal Evaluation**

## **Section VI: Proposal Evaluation**

### **6. Proposal Evaluation**

#### **6.1. Bid Opening Session**

The bids will be opened on the specified date, time and address in the presence of bidders' representatives who have been authorized to attend the Bid opening sessions. 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. UPLC will go ahead with bid opening, even if the authorized representatives of the bidders abstain from these bid opening sessions.

Opening of Commercial Proposal – The commercial bids of only those bidders who have scored more than the threshold points as prescribed in the Technical Evaluation process will be opened.

#### **6.2. Proposal Evaluation Process**

1. Proposals will be evaluated by a Tender Evaluation Committee (TEC) appointed by UPLC.
2. UPLC has the right to appoint any individual / organization as an expert member of this committee as long as the particular person does not have any conflict of interest in the bidding/evaluation process.
3. UPLC has the right to share the contents of the proposals or bids with the experts or consultants appointed for the purpose of evaluation of the bids, as the case may be.
4. Evaluations of bids will be only on the basis of information provided by the bidders in the proposals, or any additional information provided by the bidders against specific requests for clarifications sent by UPLC during the evaluation process.

#### **6.3. Clarifications during bid evaluation**

1. During the time of the evaluation of the Technical bid or/and Financial Bids, UPLC may seek clarifications from the bidder on specific items in the bids submitted by them. All such clarifications will be sent to the contact persons indicated in the proposal either by email or mail.
2. The primary role of clarifications in the evaluation process is to clarify ambiguities and uncertainties arising out of the evaluation of the bid documents. The clarifications provide the opportunity for UPLC to state its requirements clearly and for the bidder to more clearly state its proposal.
3. If such clarifications are oral in nature, they will only be considered in the form of Minutes of the meeting duly signed/agreed to by the all the participants.
4. The bidder has the option to respond or not respond to these queries. If the bidder fails to respond within the stipulated time period, UPLC has the right to make assumptions on the Technical or/and Financial Bids submitted by the bidder and if such assumptions lead to disqualification of the Technical or/and Financial Bids, UPLC is not accountable for these omissions
5. All the responses to the clarifications will be part of the Technical Proposal of the respective bidders, and if the clarifications are in variance with the earlier information in the proposal, the information provided in later stages will be the part of the contract for implementation between

bidder and UPLC.

6. Evaluation of the bids will be done in the following sequence:
  - a. Scrutiny of EMD and adherence to general guidelines
  - b. Evaluation of Qualification/Eligibility
  - c. Evaluation of Technical specifications
  - d. Evaluation of Commercial proposal

#### **6.4. Assessment of Qualification/Eligibility**

The following activities will be carried out as the first step in the Technical bid evaluation process:

1. Scrutiny of the Bid Document fees and EMD.
2. Only those bids for which Bid Document fees and EMD has been submitted will be processed further.
3. Assessment of the eligibility against the conditions listed in the RFP and compliance of the responses as per the respective formats listed in **Annexure-I**
  - a. Duly filled formats and letters in the required format mentioned in Annexure I of the RFP and the qualification criteria.

NOTE: Bidders who comply on the above listed parameters will be eligible for evaluation of the technical specifications of the proposal

#### **6.5. Evaluation of Technical Specifications**

1. The technical proposal will be evaluated based on the materials provided in the proposal by the bidders as against the general understanding of what they should be like to meet the requirements of the project.
2. The technical proposal will be evaluated against the following broad heading of:
  - i. Organisational experience and the submission of relevant documents along with the technical bid
  - ii. Experience of Key professionals proposed by the bidder( Overall and Specific to Aviation sector Projects)
  - iii. Organizational Strength : Average Annual Turnover & Resources employed
  - iv. Approach & Methodology
  - v. Technical Presentation

#### **6.6. Presentation of the Proposal**

1. The committee may invite each bidder to make a Technical presentation to the Director, CADUP at the CADUP office at a date, time and venue mentioned in the RFP. The purpose of such presentations would be to allow the bidders to present their methodology, unique capabilities if any, the project structure, the quality of the project team etc.
2. The presentation of the Technical Proposal should be made by the proposed project manager of the bidder for this Project of CADUP, with some of the key team members to support the project manager, instead of the sales representative or the senior executive of the organization.
3. The bidders are expected to bear the cost of travel or any other associated cost incurred for the purpose of making these presentations

## 6.7. Scoring of Technical Bid

1. Bidders should score minimum of 75% overall and submit all the relevant documents along with technical bid to be shortlisted for the commercial bid opening.
2. UPLC reserves the right to cross verify the documents/ credentials with the bidder.

Criteria	Marks	Max. Marks	Supporting Document
<b>Bidder who score a minimum of 75% of the total marks will proceed for commercial bid evaluation</b>			
<b>A. Organizational Experience/Projects Experience</b>			
Bidder's experience in automation of the entire organization covering all the process and functions or covering all departments or ERP implementation in the field of IT System Integration/ Information Technology Infrastructure Projects including Implementation / Operations with at least 1 completed project with value more than 1 crore in last 5 years in India	2 completed Project – 5 Marks 3 Completed Project – 10 Marks 4 Completed Projects – 15 Marks	<b>15 Marks</b>	<i>Work Order &amp; Completion Certificate</i>
Similar experience in Software/ Application Development projects & completed at least 2 projects with state/central Govt./ Bank / PSU/Private Industry in the last 5 years with value more than INR 25 Lakhs in India or abroad	2 Projects – 5 Marks 3 Projects – 7 Marks 4 Projects – 10 Marks	<b>10 Marks</b>	<i>Work Order &amp; Completion Certificate</i>
Experience in development of mobile device application (iOS & android)	1 Mark for each project	<b>5 Marks</b>	<i>Work Order/proof from the client/Completion certificate</i>

Selection of Agency for Development, Implementation & Maintenance of Aviation Software at CADUP

Criteria	Marks	Max. Marks	Supporting Document
Bidder's Experience in Aviation sector in the area of software implementation, customization or similar work	1 Project – 15 Marks	<b>15 Marks</b>	<i>Work Order &amp; Completion Certificate</i>
Experience in Maintenance of software and database management in the last 5 years in India	2 Projects – 5 Marks 3 Projects – 6 Marks 4 Projects – 7 Marks	<b>7 Marks</b>	<i>Work Order &amp; Completion Certificate</i>
The Bidder should have development centre/Operations in the state of Uttar Pradesh	3 Marks	<b>3 Marks</b>	<i>Proof by concerned authorities required</i>
Annual turnover in last 3 years(2012-2013, 2013-14 & 2014-2015)	Average Turnover: 04-10 crore - 2 Marks 10-15 crore - 3 Marks > 15 crore - 5 Marks	<b>5 marks</b>	<i>Balance sheets(last 3 years) and duly filled financial information form specified in Annexure I; section 4</i>
Bidder's Number of employees in the field of software ( Includes mandatory list of Developers, testers, DBA, QA, Domain experts)	100 – 200 employees – 2 Marks 200-500 employees – 3 marks > 500 Employees – 5 Marks	<b>5 Marks</b>	<i>A letter from Authorised signatory duly signed by HR mentioning the number of employees along with mandatory List indicating the skilled resources</i>
Approach & Methodology (Based on the Aviation sector project experience of the Bidder)  */** Details mentioned in the Annexure	<ul style="list-style-type: none"> <li>• <i>Understanding of the project &amp; Civil Aviation Domain – 2 Marks</i></li> <li>• <i>Proposed Solution Architecture – 2 Marks</i></li> <li>• <i>Bidder's Proposed Work Plan and Timelines – 1 Marks</i></li> <li>• <i>Mobility Solution &amp; Integration – 2 Marks</i></li> <li>• <i>Un-priced Detailed Bill of Material (BOM) with description and Quantity of complete IT Infrastructure (Hardware and Software) – 2 Marks</i></li> <li>• <i>Understanding of risk factors and</i></li> </ul>	<b>10 Marks</b>	<i>Comprehensive A&amp;M required</i>



Criteria	Marks	Max. Marks	Supporting Document
	<i>mechanism to mitigate them – 1 mark</i>		
<b>B. Experience of Key Professionals</b>			
<p><b>Experience of Key professionals (Project manager and Functional Consultants) proposed by the bidder</b></p> <p><b>Project Manager- 1</b></p> <p><b>Functional Consultants -1(min.)</b> (Professionals without Aviation sector Experience will not be considered for evaluation &amp; shall be awarded zero marks)</p>	<p><b>Role: Project Manager – 5 marks (max)</b></p> <ul style="list-style-type: none"> <li>• <i>Overall Experience</i> &gt;7 years: 3 marks 5-7 years: 2 marks &lt;5 years: 0 marks</li> <li>• <i>Experience in Aviation Sector – 2 marks</i></li> </ul> <p><b>Role: Functional Consultant – 5 marks(max)</b></p> <ul style="list-style-type: none"> <li>• <i>Overall Experience:</i> &gt;5 years: 3 marks 3-5 years : 2 marks &lt; 3 years : 0 marks</li> <li>• <i>Experience in Aviation Sector</i> &gt;4 years: 2 marks 2-4 years: 1 marks &lt; 2 years: 0 marks</li> </ul>	<b>10 marks</b>	<p><i>CV as per the format specified in Annexure I; section 9 and tentative team structure, resource loading forms in annexure I; section 10,11</i></p>
<b>C. Technical Presentation</b>			
<b>Technical Presentation</b>	<ul style="list-style-type: none"> <li>• Overall functional architecture : 2 Marks</li> <li>• Development, Implementation, &amp; maintenance Methodology: 3 Marks</li> <li>• Mobility solution : 2 Mark</li> <li>• Training Methodology: 1 Mark</li> <li>• Response to the Queries raised by the Evaluation committee – 7 Marks</li> </ul>	<b>15 marks</b>	<p><i>Presentation copy along with filled forms for approach and methodology, project plan mentioned in <b>annexure I ; section 7,8.</b></i></p>

## 6.8. Commercial proposal evaluation

1. The commercial bids of only those bidders who meet the Technical criteria will be considered for commercial evaluation. The Commercial Bids will be opened by Tender Evaluation Committee [TEC] appointed by UPLC, in the presence of Bidders' representatives (only one) who choose to attend the Commercial Bid opening on date and time to be communicated to all the technically qualified Bidders. The Bidder's representatives who are present shall sign a register evidencing their attendance. The name of Bidder, Bid Prices etc. shall be announced at the meeting. The total

value as per the financial format shall be considered & commercial quotes of the Lowest Bidder shall be notified as **L1**.

2. If any of the prices of different components or taxes for these components are bundled together in the Commercial Proposal, unbundling of these prices, i.e. allocating prices for individual components during evaluation or during signing the contract, if awarded the contract, will not be allowed.
3. If the bundling of the price of different services makes it difficult for UPLC to use them for the purpose of signing the contract, UPLC has the right to reject these commercial bids, as unresponsive bids.
4. If there are any errors, these will be corrected as per this RFP
  - a. If the price for any of the services is not explicitly mentioned or mentioned as zero, it is assumed that the price for that particular element is absorbed in some other service element for which a price has been quoted, and UPLC has the right to source services quoted as zero, at no additional price and the quoted price i.e. at zero.
  - b. If taxes or any other applicable charges are not indicated explicitly, they are assumed to be bundled within the prices quoted and unbundling of these charges will not be entertained either during evaluation or while signing the contract.

#### **6.9. Calculation of the value of the commercial proposal**

1. The summation of the values provided in the format for commercial response will be the value of the commercial proposal of the particular bidder.
2. Each element in this format is expected to be the summation of each of the tables provided for breakup of the respective price elements.
3. The values provided in the break up forms will be used for contracting purpose and for addressing any changes to the scope of work during the period of contract.
4. Reconciliation between the tables, if there are discrepancies between them will be done using the following method.
  - a. If any of the elements in the main response format is higher than the summation of the corresponding forms for break up, post commercial evaluation, the lower value in the corresponding table will be used for contracting.
  - b. If any of the element in response form is lower than the summation of the breakup forms, post commercial evaluation the value provided in the response form will be used for contracting and the bidder will be required to readjust the price of different elements of the corresponding table, to reflect the value provided in response form which was used in evaluating the value of the bid.

#### **6.10. 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.

### **6.11. Correction of errors**

1. 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 performed before submission, failing which the figures for such items may not be considered.
2. 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 overall proposal price shall govern.

### **6.12. Notification of Award and signing the contract**

1. UPLC will award the contract to the successful bidder (L1) whose technical and commercial proposal is found to be in compliance with the terms and conditions of this RFP.
2. Prior to the expiration of the validity period, UPLC will notify through a "Letter of Intent", to the successful bidder in writing or by facsimile or email, that their proposal has been accepted and under consideration for signing a contract.
3. The notification of award and issue of Letter of Intent will not constitute the formation of the contract.
4. The successful bidder who has been issued with a letter of intent is expected to furnish a Performance Bank Guarantee (PBG) for an amount which is 10% of the contract value. This Performance Bank Guarantee has to be from any of the state banks or nationalized bank or a Private Bank which is authorized to do business with Government.
5. The contract between the successful bidder and UPLC will come into force only upon the bidder furnishing the Performance Bank Guarantee in 15 days and UPLC signing the contract with the successful bidder.
6. If the successful bidder fails to furnish the Performance Bank Guarantee, within the specified period and subject to specified conditions, UPLC has the right to withdraw the notification of award and next qualified bidder shall be awarded the project
7. If the successful bidder tries to alter the Commercial Proposal or the Technical Proposals, with something which were not part of the proposals and which are in variance with the basic spirit and letters of the proposals, while signing the contract, UPLC has the right to withdraw the notification of award and the bidder will forgo the EMD furnished during the bidding process.
8. If the successful bidder fails to get into a contract with UPLC as per the Commercial Proposal and the Technical Proposal submitted against this RFP, and all the commitments made during the evaluation process, UPLC has the right to withdraw the notification of award and the bidder will forgo the EMD furnished during the bidding process.
9. Failure of the successful bidder to agree with the Terms and Conditions of the RFP, the terms as put forward by UPLC and/or the failure to present the Performance Bank Guarantee within the stipulated period and/or non-fulfilment of the condition of executing a contract by the successful bidder shall constitute sufficient grounds for the annulment of the award, and forfeiture of EMD. In such an event UPLC may award the contract to the next best value bidder or call for new proposals

10. Expenses for the Contract-The incidental expenses of execution of agreement / contract shall be borne by the successful bidder.

### **6.13. Performance Bank Guarantee**

1. The successful bidder shall at their own expenses deposit with UPLC, along with agreement, an unconditional and irrevocable Performance Bank Guarantee (PBG) from a nationalized bank acceptable to UPLC payable on demand, for the due performance and fulfilment of the contract(s) by the bidder.
2. This Performance Bank Guarantee will be for an amount equivalent to 10% of value of the contract. All incidental charges whatsoever such as premium, commission etc. with respect to the performance bank guarantee shall be borne by the bidder.
3. 50% of the Performance Bank Guarantee shall be discharged/returned by UPLC after end of “Go live” and UAT acceptance and remaining 50% of the PBG shall be discharged /returned by UPLC at the end of 5 years of AMC
4. Subject to the terms and conditions in the Performance Bank Guarantee, at the end of support and maintenance period of 60 months, the Performance Bank Guarantee will lapse. The Performance Bank Guarantee may be discharged/ returned by UPLC upon being satisfied that there has been due performance of the obligations of the bidder under the contract. However, no interest shall be payable on the performance bank guarantee.
5. In the event of the bidder being unable to service the contract(s) for whatever reason, UPLC would invoke the PBG. Notwithstanding and without prejudice to any rights whatsoever of UPLC under the contract in the matter, the proceeds of the PBG shall be payable to UPLC as compensation for any loss resulting from the bidder’s failure to perform/comply with its obligations under the contract. UPLC shall notify the bidder in writing of the exercise of its right to receive such compensation within 14 days, indicating the contractual obligation(s) for which the bidder is in default.
6. UPLC shall also be entitled to make recoveries from the bidder’s bills, Performance Bank Guarantee, or from any other amount due to bidder, the equivalent value of any payment made to bidder due to inadvertence, error, collusion, misconstruction or misstatement.

### **6.14. Earnest Money**

The Earnest Money Deposit (EMD) amount of Rs. 4, 00,000 shall be submitted. The E.M.D shall be furnished in the form of a crossed bank draft in favour of “U.P. Electronics Corporation Limited” from any scheduled commercial bank.

**6.15.1.** The EMD of the technically unsuccessful bidders shall be discharged / returned after the completion of the technical evaluation process.

**6.15.2.** The EMD of the unsuccessful bidders other than the lowest three bids shall be discharged/ returned promptly, after evaluation of financial bids.

**6.15.3.** The EMD of the unsuccessful bidders other than the lowest bidder shall be returned as soon as the work is awarded.

**6.15.4.** The EMD of the successful bidder will be returned after the bidder provides the

performance guarantee.

**6.15.5.** The EMD amount shall be forfeited in the following events.

- If the successful bidder fails to enter into a contract with UPLC within 15 calendar days after the receipt of the purchase order / work order
- If the successful bidder fails to submit the performance guarantee with UPLC within 30 calendar days after the receipt of the purchase order / work order.
- In the event of not accepting the conditions of the contract even after agreeing to do so and submitting the letter of un-conditional acceptance of terms
- No interest or any other expenses, whatsoever, will be payable by UPLC on the EMD in any manner.

### **6.15. Complaints and Dispute Resolution**

1. If any of the bidders have any complaints or reservations on the bidding/procurement process, the evaluation etc. the competent authority to be contacted for resolution will be U.P. Electronics Corporation Limited, Lucknow, U.P.
2. The decision of the competent authority on the complaints or disputes will be final.
3. Cost of Resolution – Each party will bear the cost incurred by them for resolving the issues.
4. All the disputes shall be subject to the jurisdiction of Lucknow Court.

**SECTION VII**

**General Conditions of  
Agreement**

## Section VII: General Conditions of Agreement

### 7. General Conditions of Agreement

#### 7.1. Form of Agreement

This AGREEMENT (hereinafter called the "Agreement") is made on the \_\_\_\_\_, 2015, between U.P. Electronics Corporation Limited 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 "Vendor") of the Second Part.

#### WHEREAS

- a) UPLC intends to enable the Selection of Agency for Development, Implementation & Maintenance of Aviation software at Civil Aviation Directorate, Uttar Pradesh involving the complete Scope of Work described in the RFP.
- b) UPLC undertook the selection of a Vendor adopting an open tender route, competitive Bidding for Selection of Agency for Development, Implementation & Maintenance of Aviation Software at Civil Aviation Directorate, Uttar Pradesh and issued a Request for Proposal (RFP) dated 23/10/2015.
- c) UPLC intends to accord to the Vendor the right to undertake the Project on the terms and conditions set forth in the Agreement;
- d) The Vendor in pursuance of its proposal undertakes delivery, installation, commissioning & support services 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 the Development & Implementation services and 5 years maintenance support as per the terms of this Agreement, the Vendor shall be paid as per the payment schedule detailed in the RFP.

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

1. The following documents attached hereto shall be deemed to form an integral part of this Agreement:

- (a) Annexures of the Agreement
- (b) Request for Proposal (RFP)

2. The mutual rights and obligations of the "UPLC" and the Vendor shall be as set forth in the Agreement, in particular:

- (a) "UPLC" shall make payments to the Vendor 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.

*Selection of Agency for Development, Implementation & Maintenance of Aviation Software at CADUP*

In presence of

Signed by

For and on behalf of UPLC  
(U.P Electronics Corporation Limited, Uttar Pradesh)

(Witnesses)

(i)

(ii)

(Authorized Representative)

(Witnesses)

(i)

(ii)

For and on behalf of Vendor

(Authorized Representative)



## **7.2. Purpose and Scope**

This document sets out the terms & conditions to be met in connection with the provision of “Selection of Agency for Development, Implementation & Maintenance of Aviation Software at Civil Aviation Directorate, Uttar Pradesh”. This tender document includes details like delivery, installation, commissioning & support services etc. The software supplied against this tender must include all the modules, sub modules and items required for installation, smooth performance and crash recovery of the software such as installation kit, CDs, Software Manuals etc.

## **7.3. Statutory Requirements**

During the tenure of the Agreement nothing shall be done by the vendor 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

## **7.4. Subcontracting/Outsourcing**

Subcontracting / outsourcing in any form is not permitted. The contract shall be terminated if the bidder is found to be deploying any subcontractor or outsourcing any of the processes.

## **7.5. Extension of Time**

This work is urgent and hence the completion period as per contract shall be adhered to strictly. However, in-case of extraordinary situations which may delay the completion of the project, the contractor shall apply for extension in time.

UPLC at its sole discretion may extend the time period for completion of the work without any prejudice to operate the compensation clauses provided for in clause-7.7 of Section-VII of the Tender Document. Such extension of time and the circumstances leading to the extension of time shall be communicated in writing to the bidder.

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

UPLC/CADUP reserves the right to inspect and monitor/assess the progress of the work related to supply & maintenance at any time during the course of the Agreement, after providing due notice to the Vendor. UPLC/CADUP may demand and upon such demand being made, UPLC/CADUP 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.

UPLC/CADUP 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/CADUP and the Vendor undertakes to cooperate with and provide to UPLC/CADUP, 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 Vendor failing which UPLC may without prejudice to any other rights that it may have issue a notice of default.

### **7.7. Compensation for Delay**

Time is the essence of the Contract. If the vendor fails to complete the work within time fixed under the contract, he shall pay to UPLC without prejudice to any other rights or remedy as may be available to UPLC. A penalty shall be levied on the delay occurred on account of vendor as per section 7.23.

The amount of compensation for delay and waiver of compensation for delay in case of justified reasons shall be decided at the discretion of Accepting Authority and the same shall be final and binding on the vendor. Time taken by UPLC/CADUP and local statutory authorities for approval of deliverables, estimate etc., force majeure reasons and any other reasons beyond control of the vendor shall be considered as justified reasons. The amount of compensation may be adjusted or set off against any sum payable to the vendor under this or any other contract with UPLC.

Appeal for waiver of compensation for delay with due justification shall be decided as per the provisions of delegation of powers of UPLC. The decision of the competent authority on appeal shall be final and binding on the bidder.

### **7.8. Force Majeure**

UPLC may grant an extension of time limit set for the completion of the work in case the timely completion of the work is delayed by force majeure beyond the contractors control, subject to what is stated in the following sub paragraphs and to the procedures detailed there in being followed. Force Majeure is defined as an event of effect that cannot reasonably be anticipated such as acts of God (like earthquakes, flood, storms etc.), acts of states, the direct and indirect consequences of wars (declared or un-declared), hostilities, national emergencies, civil commotion and strikes (only those which exceed a duration of ten continuous days) at successful Bidder's workplace/factory. The successful bidder's right to an extension of the time limit for completion of the work in above-mentioned cases is subject to the following procedures.

- That within 10 days after the occurrence of a case of force Majeure but before the expiry of the stipulated date of completion, the vendor informs UPLC in writing about the occurrence of Force Majeure Condition and that the Bidder considers himself entitled to an extension of the time limit.
- That the vendor produces evidence of the date of occurrence and the duration of the force majeure in an adequate manner by means of documents drawn up by responsible authorities.
- That the vendor proves that the said conditions have actually been interfered with the carrying out of the contract.
- That the vendor proves that the delay occurred is not due to his own action or lack of action.

Apart from the extension of the time limit, force majeure does not entitle the successful bidder to any relaxation or to any compensation of damage or loss suffered.

### **7.9. Patents, Successful bidder's Liability & Compliance of Regulations**

1. Successful bidder shall protect and fully indemnify UPLC/CADUP from any claims for infringement of patents, copyright, trademark, license violation or the like.

2. Successful bidder shall also protect and fully indemnify UPLC/CADUP from any claims from successful bidder's workmen/employees, their heirs, dependents, representatives etc. or from any person(s) or bodies/ companies etc. for any act of commission or omission while executing the order.
3. Successful bidder shall be responsible for compliance with all requirements under the laws and shall protect and indemnify completely UPLC/CADUP from any claims / penalties arising out of any infringements.

## **7.10. Settlement of Disputes-Disputes Resolution Mechanism**

### **7.10.1. 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 7.10.2 shall become applicable

### **7.10.2. Arbitration**

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, Uttar Pradesh and the language shall be English only.

Subject to the above, the Courts at Lucknow only shall have jurisdiction in this matter.

### **7.10.3. 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 vendor, all disputes arising after such constitution shall instead of reference to arbitration under Section 7.10.2, 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.

### **7.10.4. Arbitration Decision**

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

#### **7.10.5. Arbitration Expenses**

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

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

#### **7.11. Limitation of Bidder's Liability towards UPLC**

Except in case of gross negligence or wilful misconduct on the part of the vendor in carrying out the work, the vendor, shall not be liable to UPLC:

- For any indirect or consequential loss or damage;
- For any direct loss or damage that exceeds the total value of the Agreement or the proceeds the vendor may be liable to receive from any insurance maintained by the vendor to cover such a liability, whichever is higher

This limitation of liability shall not affect the vendor's liability, if any, for damage to Third Parties caused by the vendor or any person or firm acting on behalf of the vendor in carrying out the Services. 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.

Neither this Agreement nor the SLAs grant 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. 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.

UPLC shall be entitled to claim the remedy of specific performance under this Agreement or the SLAs.

#### **7.12. Events of default by the Vendor**

The failure on the part of the Vendor 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 Vendor. The events of default as mentioned above may include but not limited to inter alia the following also:

- The vendor has failed to perform any instructions or directives issued by UPLC/CADUP which it deems proper and necessary to execute the scope of work under the Agreement
- The Vendor has failed to adhere to any of the key performance indicators as laid down in the Agreement or if the Vendor has fallen short of matching such standards/targets as UPLC/CADUP 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 Vendor may be in terms of failure to adhere to timelines, specifications, requirements or any other criteria as defined by UPLC/CADUP.
- The Vendor has failed to remedy a failure to perform its obligations in accordance with the

specifications issued by UPLC/CADUP despite being served with a default notice which laid down the specific deviance on the part of the Vendor to comply with any stipulations or standards as laid down by UPLC/CADUP

- The Vendor has failed to conform with any of the Module/Service/maintenance & support/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.
- The Vendor 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 or the vendor fails to provide the maintenance support services required for at least 3 years as set out in the RFP.
- 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 Vendor.
- The Vendor has failed to comply with or is in breach or contravention of any applicable laws.
- Where there has been an occurrence of such defaults inter alia as stated above, UPLC shall issue a notice of default to the Vendor, setting out specific defaults/deviances/omissions and providing a notice of Thirty (30) days to enable such defaulting party to remedy the default committed.
- Where despite the issuance of a default notice to the Vendor by UPLC, the Vendor fails to remedy the default to the satisfaction of UPLC, UPLC may, and where it deems fit, issue to the defaulting party another default notice or proceed to adopt such remedies as may be available to UPLC.

### **7.13. Consequences in Event of Default**

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.

- Impose any such obligations and conditions and issue any clarifications as may be necessary to inter alia ensure smooth continuation of the project which the Vendor shall be obliged to comply with which may include unilateral re-determination of the consideration payable to the Vendor hereunder. The Vendor shall in addition take all available steps to minimize loss resulting from such event of default.

UPLC may by a written notice of suspension to the Vendor, suspend all payments to the Vendor under the Agreement provided that such notice of suspension:

- Shall specify the nature of the failure and
- Shall request the Vendor to remedy such failure within a specified period from the date of receipt of such notice of suspension from UPLC to the Vendor.

UPLC reserves the right to terminate the Agreement with 30 days' notice.

### **7.14. Suspension of Work**

The Vendor 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 Vendor 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 Vendor, if request for same is made and that the suspension was not consequent to any default or failure on the part of the Vendor. In case the suspension of works is not consequent to any default or failure on the part of the Vendor and lasts for a period of more than 3 months, the Vendor shall have the option to request UPLC to terminate the Agreement with mutual consent.

In the event that UPLC suspends the progress of work for any reason not attributable to the Vendor for a period in excess of 30 days in aggregate, rendering the Vendor 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 Vendor producing the requisite evidence from the bank concerned.

### **7.15. Termination of the Agreement by the Vendor**

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

### **7.16. Termination**

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

UPLC may terminate this Agreement in case of the occurrence of any of the events specified in paragraphs (i) through (vii) of this Section 7.16 (a). In such an occurrence "UPLC" shall give a not less than thirty (30) days' written notice of termination to the Vendor, and sixty (60) days' in case of the event referred to in (viii).

- i. If the Vendor fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Section 7.12 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 Vendor becomes insolvent or goes into liquidation or receivership whether compulsory or voluntary. Conversely if UPLC apprehends a similar event regarding the Vendor, it can exercise the right of termination in the manner stated hereinabove.
- iii. If the Vendor fails to comply with any final decision reached as a result of arbitration proceedings.
- iv. If the Vendor, in the judgment of UPLC, has engaged in corrupt or fraudulent practices in competing for or in executing this Agreement.

*Selection of Agency for Development, Implementation & Maintenance of Aviation Software at CADUP*

- v. If the Vendor submits to UPLC a false statement which has a material effect on the rights, obligations or interests of UPLC.
  - vi. If the Vendor places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to UPLC.
  - vii. If the Vendor 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 Vendor to improve the quality of the services and Vendor fails to improve the quality of services.
  - viii. If, as the result of Force Majeure, the Vendor is unable to perform a material portion of the services for a period of not less than sixty (60) days.
  - ix. If UPLC, in its sole discretion and for any reason whatsoever, decides to terminate this Agreement.
- b. UPLC reserves the right to terminate the Agreement in case Vendor gets blacklisted by any other Ministry/Department of Government of India or State Governments during the course of the project or if Vendor is convicted in a legal/tax evasion case or on account of any other legal misconduct of the Vendor.
- c. On termination of this Agreement for any reason, the SLAs shall automatically terminate forthwith except those that are specified to operate on termination of Agreement and UPLC will decide the appropriate course of action.
- d. The termination provisions set out in this Agreement shall also apply to the SLAs.
- e. **By the Vendor:**  
The Vendor may terminate this Agreement, by not less than Ninety (90) days' written notice to "UPLC", in case of the occurrence of any of the events specified in paragraphs (i) through (iv) of this Clause:
- i. If UPLC fails to pay any money due to the Vendor 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 Vendor that such payment is overdue.
  - ii. If, as the result of Force Majeure, the Vendor is unable to perform a material portion of the services for a period of not less than sixty (60) days.
  - iii. If UPLC fails to comply with any final decision reached as a result of arbitration pursuant to this Agreement.
  - iv. If UPLC is in material breach of its obligations pursuant to this Agreement and has not remedied the same within forty-five (45) days (or such longer period as the Vendor may have subsequently approved in writing) following the receipt by UPLC of the Vendor's notice specifying such breach.
- f. **Cessation of Rights & Obligations:**  
Upon termination of this Agreement hereof, or upon expiration of this Agreement hereof, all rights and obligations of the Parties hereunder shall cease, except:

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

Upon termination of this Agreement by notice of either Party to the other pursuant to the Agreement hereof, the Vendor 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 Vendor should continue at least for a period of 30 days unless UPLC waives such period.

**h. Payment upon Termination:**

Upon termination of this Agreement pursuant to Section 7.16 hereof, "UPLC" shall make the following payments to the Vendor:

- i. If the Agreement is terminated pursuant to Section 7.16 (a) (viii, ix) or 7.16 (e), payment due pursuant to Payment Schedule hereof for services satisfactorily performed prior to the effective date of termination,
- ii. If the Agreement is terminated pursuant to Section 7.16 (a) (i) to (vii), the Vendor shall not be entitled to receive any payments upon termination of the Agreement. Under such circumstances, upon termination, UPLC may also impose liquidated damages as per the provisions of this Agreement. The Vendor will be required to pay any such liquidated damages UPLC within 30 days of termination date.

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

If either Party disputes whether an event specified in paragraphs (i) through (vii) of Section 7.16(a) or in Section 7.16 (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 concerned authorities hereof, and this Agreement shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

## **7.17. Consequences of Termination**

In the event that UPLC, or the Vendor, terminates this Agreement then depending on the event of default, compensation will be decided in accordance with the Payment Schedule as per section 7.21 including other aspects such as cost of selection of alternate Vendor, penalties, payments etc.

Upon termination of this Agreement, the Parties will comply with the Exit Management Schedule as contained in Section 7.18 of the Agreement.

## **7.18. Exit management**

- a. The exit management period starts, in case of expiry of Agreement, on the date when the Agreement comes to an end or in case of termination of Agreement, on the date when notice of termination is sent to the Vendor. The exit management period ends on the date agreed upon by the parties (UPLC & Vendor) or Six months after the beginning of the exit management period, whichever is earlier.



- b. UPLC shall be entitled to serve notice in writing on the Vendor at any time during the exit management period as detailed hereinabove requiring the Vendor to provide UPLC with a complete and up to date list of the Assets.
- c. Before the expiry of the exit management period, the Vendor 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;
- d. Before the expiry of the exit management period, the Vendor returns all the records stored to UPLC or its nominee;
- e. The Vendor complies with all other requirements as may be prescribed under Applicable Laws to complete the assignment of all the rights, title and interest of the Vendor in the supply free from all Encumbrances absolutely and free of any charge or tax to CADUP or its nominee.
- f. On request by UPLC, the Vendor shall effect such assignments UPLC may require in favour of UPLC, in relation to any equipment, maintenance or warranty service provision contract between Vendor and third party lessors, Agencies, and which are related to the services and reasonably necessary for the carrying out of replacement of services by UPLC.

**7.19. Ethics**

Vendor 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 of UPLC/CADUP, or the Department or its nominated agencies in connection with this Agreement and acknowledges that the giving of any such payment, gifts, entertainment, or other things of value is strictly in violation of UPLC’S standard policies and may result in cancellation of this Agreement.

**7.20. Risk Management**

Vendor shall at his own expense adopt suitable Risk Management methodology to mitigate all risks assumed by the Vendor under this Agreement. Vendor shall underwrite all the risk related to its personnel deputed under this Agreement as well as all components, tools and any other belongings of the Vendor 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/CADUP or GoUP will have no liability on this account.

**7.21. Payment Terms**

The payment shall be done based on the completion of the key milestones of the project and acceptance of the deliverables associated with the milestones, by UPLC/CADUP. There shall be a 5 year maintenance period.

Milestones	%Payment
Preparation of SRS (System Requirement Specification) and SDD (System Design Document) and its acceptance	10
Prototype of the Application Software and Acceptance of Prototype	10
Successful UAT and “Go Live” Acceptance	30
Submission of User Manual (SOP), system manuals, source code and training manuals and	10

Milestones		%Payment
End user Training		
Maintenance phase (2% every quarter)		40
After the end of first year	8%	
After the end of second year	8%	
After the end of third year	8%	
After the end of fourth year	8%	
After the end of fifth year	8%	

**Note:** All the above payments will be made on successful completion and sign off of the above said milestones.

### 7.22. Invoicing

In respect of its remuneration, the Vendor shall be eligible to receive in accordance with the Terms of Payments Schedule. Subject to the specific terms of each Service Level Agreement, the Vendor submit its invoices in accordance with the following principles:

1. U.P. Electronics Corporation Limited shall be invoiced by the Vendor for the implementation, licensing, support and maintenance services provided by it.
2. The Vendor shall raise an invoice as per the terms of payment as stated in the Payment Schedule as per the section 7.21.
3. The invoice shall be submitted along with the necessary approval/sign-off/acceptance certification for the respective deliverables linked with the payment milestone, failing which UPLC reserves the right to reject the invoices.
4. UPLC shall be entitled to delay or withhold payment of any invoice or part of it delivered by the Vendor 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 Vendor to delay or withhold provision of the Services.
5. Payment for invoices shall be made within 30 working days of the receipt of Invoice by UPLC upon completion of the said activities as mentioned in the Agreement.

### 7.23. Service level Metrics

#### Support services

Bidder will render the following support services:

-Standard help desk support

- a) Bidder shall provide Standard Helpdesk support services, during the Bidder working hours on all days in the year. The details of the local/ Help Desk to be registered/ contacted for support, its phone numbers, fax numbers, e-mail, etc. should be shared with UPLC and CADUP
- b) The Standard Helpdesk support includes logging of customer call, registration and providing a defect fix patch. It also includes providing information to resolve the call.

- c) CADUP personnel will log their complaints to the deputed /on call representatives of the vendor specifying the category or classification of the problem.

Action	Threshold		Expected Action	Penalty
<b>Initial Response</b>	Critical	1 Hour	1)Initial review, category identification, sufficiency of information with the problem report 2) Assign to individual for analysis 3)Respond to initiator that the problem has been assigned	INR 100,000 per percent point decrease in average resolution rate of critical & high below 99% and Medium & Low below 97% calculated quarterly subject to a maximum of 5,00,000 per year
	High	4 Hour		
	Medium	8 Hour		
	Low	16 Hour		
<b>Complete Analysis/Resolution</b>	Critical	4 Hour	1)Detailed analysis of problem report, root cause analysis, potential risk/Impact 2)Effort estimate for resolution and closing the problem	
	High	1 working Day		
	Medium	7 Working Day		
	Low	10 working day		

\* Response may be telephonic or onsite. In case the issue cannot be resolved telephonically, the Bidder will need to provide onsite assistance within response resolution window.

#### Definition of thresholds

**Critical:** Show stopper, Application breakdown/ crash. Has serious implications on running the production server, and has affected or may affect greater than 50% of users

**High:** Serious degradation of application performance, has impacted majority of business processes, risk of significant data loss, affected or may affect around 10-50% of the users

**Moderate:** Moderate degradation in application performance, no implications on data integrity, had minimal or no impact on day-to-day operations, and has affected or may affect less than 10%of users

**Low:** Applications are stable and has no impact on day to day workings and has affected or might affect a single user

#### System Availability

System availability is defined as:

$$\{(Scheduled\ operation\ time - system\ downtime) / (scheduled\ operation\ time)\} * 100\%$$

Where:

- a) "Scheduled operation time" means the scheduled operating hours of the system for the month. All planned downtime on the system would be deducted from the total operation time for the month to give the scheduled operation time.

b) "System downtime" subject to the SLA, means accumulated time during which the system is not available to the CADUP users due to in-scope application failure, and measured from the time CADUP logs a call with the Bidder help desk of the failure or the failure is known to the Bidder from the availability measurement tools to the time when the System is returned to proper operation.

Uptime will be computed based on availability of the applications to the CADUP users irrespective of availability of servers either individual servers/clusters. Service Levels should be complied with irrespective of the customizations that the applications would undergo during the tenor of the contract.

#### Update Policy

UPLC and CADUP will be notified by bidder of all updates available for the Software. Bidder shall notify the UPLC & CADUP of availability and will ship updates free to CADUP only upon request. Bidder will also integrate the customization, data integration etc. undertaken within the this project with the upgraded version of core product without any cost, charges etc. to UPLC/CADUP

#### Excluded Services

- a) Any visit to customer site, requested by customer, but not deemed to be necessary.
- b) Maintenance required as a result of accident, relocation or other movement of any product or component thereof, improper operation, neglect or misuse of any product or component thereof, failure to maintain proper site environmental conditions, or any fault of the CADUP or its employees or any other cause external to the product or component thereof, excepting the ordinary use thereof.
- c) Maintenance for the product or component thereof which has been modified or otherwise altered by the CADUP, without vendor's permission or maintenance required, in whole or in part, because of any repair, maintenance, modification to or other service performed on the product or component thereof by other than CADUP authorized personnel with the concurrence of Bidder's site team, wherever it is found to be extremely necessary.
- d) Restoration or repair of any damage to the product or component thereof arising from or caused by any casualty, act of God, riot, war or the unauthorized acts of third parties, failure or interruption or improper functioning of any electrical power, air conditioning, humidity control, computer hardware, third party software or telephone or communication line or any other like cause.

#### Responsibility of the CADUP

- 1) To enable Bidder to diagnose and fix defects, it is the customers' responsibility to protect its installation - hardware, software and data from environmental hazards like electrical fluctuation, fire, etc.

- 2) The customer shall provide the following:
- a. Full information that would be required to reproduce the defect at Vendor including any data that is relevant
  - b. Full information on any other software being run concurrently with proposed software, which may have a bearing on the defect.
  - c. Full information on any modifications or changes made by their personnel in the proposed solution.
  - d. Full information on sequence of operations performed before encountering the defect.
  - e. Full access to support personnel to the installation, product extensions and any other software running concurrently with proposed solution.

**Performance Measurements**

<b>Types of Infrastructure</b>	<b>Measurement</b>	<b>Minimum Service Level</b>
<b>System Response Time</b>	End-To-End response time(end user to core application and back)	99%
<b>System Response Time</b>	Support to concurrent users for access to the core application	99%
<b>Downtime for servicing</b>	Each planned down time for application, database and operating system servicing (up gradation, bug fixing, patch uploads, regular maintenance).This activity will not be carried out during business hours. However, such activities which require more than 4 hours or required to be carried out during business hours will be scheduled in consultation with CADUP	98%
<b>Incident Management</b>	Percentage of incidents escalated resolved	99%

**Penalties on Performance Measurements**

<b>Minimum Service Level</b>	<b>Penalty as a percentage of Half yearly AMC payment</b>
Between 99.5 to 99%	0.5% of the yearly payment
Between 99% to 98%	1% of the Half yearly payment
Between 98% to 90%	2% of the Half yearly payment
Below 90%	Escalation to UPLC which may lead to partial payment of only 50% of yearly payment

<b>Milestones</b>	<b>Penalty</b>
Preparation of SRS (System Requirement Specification) and SDD (System Design Document) and its acceptance	0.5% of the total cost of the mentioned milestones i.e. 60% of the contract value as submitted in the commercial bid per week of
Prototype of the Application Software and Acceptance of Prototype	

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Milestones	Penalty
Successful UAT and "Go Live" Acceptance	delay from the indicated timeline. If the final Go-Live is delayed beyond two months, or any particular milestone is delayed beyond one month, then "UPLC" may subject the Agreement for termination and will also reserve the right to invoke the entire Performance Bank Guarantee or take necessary actions available to UPLC
Submission of User Manual (SOP), system manuals, source code and training manuals and End user Training	

<b>Annexure(s)</b>	<b>Annexure I (Technical Bid Formats)</b>
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## **Annexure-I**

### **GENERAL FORMS AND FORMATS FOR TECHNICAL PROPOSAL**

#### **1. TECHNICAL PROPOSAL COVERING LETTER**

[Date]

To,  
The Managing Director,  
U.P. Electronics Corporation Limited,  
10, Ashok Marg, Lucknow - 226 001  
0522- 2286808, 2286809 Fax: 0522-2288583  
E-mail: [md@uplc.in](mailto:md@uplc.in) , [uplclko@gmail.com](mailto:uplclko@gmail.com)  
Website: [www.uplc.in](http://www.uplc.in)

**Ref: Request for Proposal (RFP): Technical Bid for ‘Selection of Agency for Implementation of Aviation ERP software at Civil Aviation Directorate, Uttar Pradesh (CADUP)’**

Dear Sir,

Having examined the bid document, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide Implementation services to CADUP as required and outlined in the RFP.

We attach hereto the Technical bid response as required by the bid document, which constitutes our proposal.

We fully understand and agree to comply that on verification, if any of the information provided here is found to be misleading the short listing process or unduly favours our company in the short listing process, we are liable to be dismissed from the selection process or termination of the contract during the project, if selected to do so, for the Development of Aviation Software at CADUP.

We undertake, if our proposal is accepted, to provide all the services put forward in this RFP or such features as may subsequently be mutually agreed between us and UPLC or its appointed representatives.

We agree for unconditional acceptance of all the terms and conditions set out in the bid document and also agree to abide by this bid 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 contract is prepared and executed. This bid response, together with your written acceptance thereof in your notification of award, shall constitute a binding contract between us and UPLC.

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



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and other documents and instruments delivered or to be delivered to the UPLC/CADUP is true, accurate, and complete. This proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead UPLC/CADUP as to any material fact.

We agree that you are not bound to accept the lowest or any bid response you may receive. We also agree that you reserve the right in absolute sense to reject all or any of the products/ service specified in the bid response without assigning any reason whatsoever.

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

Dated this                      Day of 2015

(Signature)                      (In the capacity of)

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

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

**CERTIFICATE AS TO AUTHORISED SIGNATORIES**

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

## **2. GENERAL INFORMATION ABOUT THE BIDDER**

<b>Details of the Bidder (Company)</b>		
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)	
	Mobile Number	
11.	E-Mail of the contact person:	
12.	Fax No. (with STD Code)	
13.	Website	

### 3. QUALIFICATION CHECKLIST

ELIGIBILITY CRITERIA FOR BIDDER			
Criteria	Documents to be submitted	Attached (Yes/No)	Page No.
1	<p>The bidder must be a legal entity registered in India under the Companies Act, 1956, or partnership act 1932, having registered office in India. And should have been in operation for a period of at least 3 years in the field of Software/Application Development &amp; Integration in India</p>	<p>1)Certificate of incorporation 2)Memorandum and articles of association 3)Annual Reports for last 3 years</p> <p><b>CONSORTIUM IS NOT ALLOWED</b></p>	
2	<p>The Authorized Signatory signing the Bid on behalf of the Bidder should be duly authorized by Board of Directors of the Bidding Company to sign the Bid and the Contract/Agreement on their behalf</p>	<p>A Certificate from the Bidder certifying that the Bid signatory is authorized by the Board of Directors.</p>	
3	<p>The Bidder should have <b>annual turnover of INR 04 Crores</b> from software business in the preceding three financial years (i.e. 2012-2013, 2013-2014 &amp; 2014-2015)</p>	<p>1) Audited Profit and Loss Statement and Balance sheets. 2) Statutory Auditor Certificate or Certificate from the Company Secretary/Chartered Accountant of the Bidder clearly specifying the turnover for the specified years.</p>	
4	<p>The Bidder should have a consolidated <b>positive Net Worth</b> as on the last day of preceding last 3 financial years (i.e. 2011-2012, 2012-2013, and 2013-2014). [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>Audited annual accounts or Statutory Auditor Certificate or Certificate from the Company Secretary/Chartered Accountant of Bidder specifying the Net Worth for the specified years.</p>	

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5	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/ Board of Government of India/ State Governments	Certificate from the authorised signatory to the effect that the Bidder is not blacklisted by any of the Ministry/ Board of Government of India/ State Governments.		
6	The bidder must possess a valid Certification in the Capability Maturity Model (CMM Level 3) or active ISO 9001:2008 certification at the time of submission of the bid.	Copy of the Certificates.		
7	<p><b>(a)</b> Bidder should have experience in automation of the entire organization covering all the process and functions or covering all departments or ERP implementation in the field of IT System Integration/ Information Technology Infrastructure Projects including Implementation / Operations with at least 1 completed project in last 5 years in India.</p> <p><b>(b)</b> Bidder should have similar experience in Software/ Application Development projects &amp; should have completed at least 2 projects with state/central government/ Bank/ PSU/ Private industry in the last 5 years in India or abroad</p> <p><b>(c)</b> Bidder should have experience in the development of mobile device application (ios &amp; Android) &amp; should have completed at least 1 project</p>	<p>Documentary evidence, along with client contact details, in the form of Work Order/purchase order and completion certificate from the client for each Project.</p> <p>Formats are specified in <b>Annexure-I; section 5</b></p>		

<b>8</b>	The Bidder should have Development centre/ Operations in India preferably in Uttar Pradesh	Details of the registered office should be provided as per <b>Annexure-I; section 12</b>		
<b>9</b>	The Bidder should have a valid PAN, Service tax number	Copy of the certificates		
<b>10</b>	EMD & RFP fee	Scan copy in the proposal & Originals with UPLC		

#### 4. FINANCIAL INFORMATION

##### 4.1. Annual Turnover of the Bidder

Turnover of the Bidder (Amount INR Crores)			
Financial Year 2014-15	Financial Year 2013-14	Financial Year 2012-13	Indicate the page number where the details are provided

##### Documentary Proof Required:

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

##### 4.2. Net Worth of the Bidder

Net Worth of the Bidder (Amount INR Crores)			
Financial Year 2014-15	Financial Year 2013-14	Financial Year 2012-13	Indicate the page number where the details are provided

**Documentary Proof Required:**

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

**4.3. Net Profit of the Bidder**

Net Profit of the Bidder (Amount INR Crores)			
Financial Year 2014-15	Financial Year 2013-14	Financial Year 2012-13	Indicate the page number where the details are provided

**Documentary Proof Required:**

- Audited Annual Accounts or statutory auditor Certificate/Certificate from Company Secretary /Chartered Accountant certificate specifying the net profit for the specified years.

## 5. IMPLEMENTATION EXPERIENCE

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 Directorate for evaluation.

Project Title:			
<b>(Attach separate sheet for each Project)</b>			
Name of Client		Address	
<b>*Type of Client (Govt./Semi government/Private)</b>		Order Value of the Project / Revenue Generated (in Crores)	
		<b>*No. of users and modules implemented</b>	
Duration of the Assignment		Start Date (month/year):	
		Date of successful completion (month/year):	
		End Date (month/year):	
Referrals (Client side): Provide one referral only	Name		
	Designation		
	Role in the Project:		
	Contact Number		
	Email Id		

Project Title:

Brief Description of Project:

**Documentary Proof Required:**

- Copy of Work order
- Certificate of completion by the client



## 6. APPROACH AND METHODOLOGY

[In order to ensure timely completion of this project, the bidder should submit approach and methodology for the proposed solution implementation]

The Approach & methodology should broadly consist of

- Proposed Solution Architecture\*
- Bidder's Proposed Work Plan and Timelines\*\*
- Understanding of risk factors and mechanism to mitigate them
- Mobility Solution & Integration
- Un-priced Detailed Bill of Material (BOM) with description and Quantity of complete IT Infrastructure (Hardware and Software)
- Understanding of the project & Civil Aviation Domain

**\*Solution Architecture:** It should comprise of all the details of various components involved including the hardware, software, manpower etc. The solution should cover all the aspects of the application software & database regarding its design, performance, compatibility, robustness, security etc. and also how the same will be implemented and ensured. Any additional component, third party software's working and functioning should also be given in detail. It should comprise of the server landscape. Also to be included are the abstract/ logical view of the complete system and also separately depicting the architecture/ design for network, system and security levels, including the complete O&M with generic specifications. It should also cover the mobility solution & integration of the same with Mobile platforms like android etc. Considering the nature of the work, the bidder should also include the security aspect of the software solution.

### **\*\*Proposed Work Plan**

Project activity	Timelines	The experts involved	Number of people	Deliverable

### 7. CV Format of Key Personnel

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 (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) (Clearly distinguish your "employer" as an employee of the firm from a "client" for whom you have worked as a consultant or an adviser)				
	Employer	From	To	Position held and Description of duties	
11.	Detailed tasks handled (Domestic and International) :(Work undertaken that best illustrates capability to handle the work and tasks assigned)				
	Work Area	Tasks Handled	Project Details	Position Assigned	
		(Exact duties rendered)	(Project name Organization Location)	(Project Manager / Team Leader/ Team Member / Expert)	
				Start Year & Time spent	
12.	Certifications:				
	I, the undersigned certify that:				
	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 wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.				
Name & Signature (Personnel)		Name & Signature (Authorized Representative)			
		Date of signing			

PS: Please provide the profiles for all the key modules and functional areas and the technical expertise

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required for the project.

## 8. TENTATIVE TEAM STRUCTURE

Sl. No	Name of Resource	Designation	Role in this project
1			
2			

## 9. RESOURCE LOADING

Team member	Role and expertise	Involvement during which activity	Expected duration of involvement

**10. INDIA PRESENCE FOR DEVELOPMENT OR SUPPORT CENTRE**

**Note:** To be submitted on the Letterhead of the Bidder

(Place)

(Date)

To,

The Managing Director,

U.P. Electronics Corporation Limited,

10, Ashok Marg, Lucknow - 226 001

0522- 2286808, 2286809 Fax: 0522-2288583

E-mail: [md@uplc.in](mailto:md@uplc.in) , [uplclko@gmail.com](mailto:uplclko@gmail.com)

Website: [www.uplc.in](http://www.uplc.in)

We would like to declare the following information on our development centre in India.

Date of Incorporation	
Date of Commencement of Business	
Address	
Number of Employees involved in Development, Delivery and Service Support of Solutions at the above Centre(s)	

Dated this \_\_\_ day of \_\_\_ 201\_

Yours sincerely,

On behalf of [Bidder]

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

Seal/Stamp of Bidder

## **11. SOURCE CODE CERTIFICATE**

(DATE)

To,  
The Managing Director,  
U.P. Electronics Corporation Limited,  
10, Ashok Marg, Lucknow - 226 001  
0522- 2286808, 2286809 Fax: 0522-2288583  
E-mail: [md@uplc.in](mailto:md@uplc.in) , [uplclko@gmail.com](mailto:uplclko@gmail.com)  
Website: [www.uplc.in](http://www.uplc.in)

We, would like to confirm that when we develop the software solution and its different components / modules for CADUP, the source code of the solution will be made available to UPLC/CADUP

Dated this \_\_\_ day of \_\_\_201\_

Yours sincerely,

On behalf of [Bidder]

Authorized Signature [In full and initials]

Name and Title of Signatory:

Name of Firm:

Address:

Seal/Stamp of Bidder

## **12. DECLARATION REGARDING CLEAN TRACK RECORD**

[Date]

To,  
The Managing Director,  
U.P. Electronics Corporation Limited,  
10, Ashok Marg, Lucknow - 226 001  
0522- 2286808, 2286809 Fax: 0522-2288583  
E-mail: [md@uplc.in](mailto:md@uplc.in) , [uplclko@gmail.com](mailto:uplclko@gmail.com)  
Website: [www.uplc.in](http://www.uplc.in)

Sir,

I have carefully gone through the Terms & Conditions contained in the RFP Document [No. \_\_\_\_\_] regarding Selection of Agency for Development, Implementation & Maintenance of Aviation software at Civil Aviation Directorate, Uttar Pradesh. I hereby declare that my company has not been debarred / black listed by any Ministry/Board 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 Authorised Signatory to the effect that the Bidder is not blacklisted by any Ministry/Board of Government of India or State Government as per the format provided above.

### 13. 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 - 226 001  
0522- 2286808, 2286809 Fax: 0522-2288583  
E-mail: [md@uplc.in](mailto:md@uplc.in) , [uplclko@gmail.com](mailto:uplclko@gmail.com)  
Website: [www.uplc.in](http://www.uplc.in)

Whereas..... (Here in after called "the Bidder") has submitted its Bid dated..... (Date) in response to the Tender No: ..... For ***Selection of Agency for Development, Implementation & Maintenance of Aviation software at Civil Aviation Directorate, 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 \_\_\_\_\_

Signature \_\_\_\_\_

Witness \_\_\_\_\_

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

**(Bank's common seal)**

## 14. BANKS 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 fulfilment 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/ Board \_\_\_\_\_ 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(s)**

**Annexure II  
(Commercial Bid Formats)**

## **Annexure-II**

### **GENERAL FORMATS FOR THE COMMERCIAL PROPOSAL**

#### **1. Commercial Proposal Covering Letter**

To,  
The Managing Director,  
U.P. Electronics Corporation Limited (UPLC),  
10, Ashok Marg, Lucknow - 226 001  
0522- 2286808, 2286809 Fax: 0522-2288583  
E-mail: [md@uplc.in](mailto:md@uplc.in) , [uplclko@gmail.com](mailto:uplclko@gmail.com)  
Website: [www.uplc.in](http://www.uplc.in)

**Ref: Request for Proposal (RFP): Commercial Bid for ‘Selection of Agency for Development, Implementation & Maintenance of Aviation software at Civil Aviation Directorate, Uttar Pradesh (CADUP)’**

Dear Sir,

Having examined the Bid Document, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide Implementation of Aviation software, as set out in the bid document, at CADUP. Following is our quotation summarizing our commercial proposal.

We attach hereto the commercial proposal as required by the Bid document, which constitutes our proposal.

We undertake, if our proposal is accepted, to provide all Implementation, support services as put forward in the RFP or such modified requirements as may subsequently be mutually agreed between us and UPLC or its appointed representatives.

If our proposal is accepted, we will obtain and submit a performance bank guarantee in the format given in the bid document issued by a public sector bank in India or a private sector bank authorized to do business with the Government of India and acceptable to UPLC for a sum equivalent to 10% of the total price as quoted in our commercial proposal of the bid document for the due performance of the contract.

We agree for unconditional acceptance of all the terms and conditions in the bid document and also agree to abide by this bid response for a period of six months from the date fixed for opening the commercial bid and it shall remain binding upon us, until within this period a formal contract is prepared and executed, this bid response, together with your written acceptance thereof in your notification of award, shall constitute a binding contract between us.

*Selection of Agency for Development, Implementation & Maintenance of Aviation Software at CADUP*

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

We agree that you are not bound to accept the lowest or any bid response you may receive. We also agree that you reserve the right in absolute sense to reject all or any if the products/ service specified in the bid response without assigning any reason whatsoever.

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

Dated this      Day of 2015

(Signature)      (In the capacity of)

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

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

**CERTIFICATE AS TO AUTHORISED SIGNATORIES**

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

## 2. Summary of the Commercial offer

S.No	Particulars	Base Price (INR) [A]	Tax ( As Applicable) (INR) [B]	Total [C] = [A] + [B]
1.	Cost of the Proposed Software solution and Implementation Services till go live, User training, Data Migration, technical support			
2.	Cost of the Annual Maintenance-Support contract (AMC) for a period of 5 years post go live			
3.	TOTAL COST (1+2) as per the scope mentioned in the RFP			
TOTAL COST in WORDS:				