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(U.P. Government Undertaking)
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Request for Proposal (RFP)

For

Design, Development, Implementation, Operational Training and Operational Support for a period of one year for Web Based Software Module for Nagar Panchayat at Ramnagar-Barabanki (UP).

Bid Reference   : **UPLC/Software / 2013-14/08**

E-tender Portal   :   http://etender.up.nic.in

Critical Dates

SN	Particulars	Date	Time
1	Publishing Date	28 Jun 2013	06:55 PM
2	Bid Submission Start Date	28 Jun 2013	6:55 PM Onwards
3	Bid Submission End Date	05 Jul 2013	5:00 PM
4	Bid Opening Date	05 Jul 2013	05:10 PM

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

This Document Contains —   36 pages

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e-Bid Notice

FOR

Design, Development, Implementation, Operational Training and Operational Support for a period of one year for Web Based Software Module for Nagar Panchayat at Ramnagar-Barabanki (UP).

Online e-bids are invited from experienced Service Providers, who are already empanelled with U.P. Electronics Corporation Limited under Job Category I (Software Development) and Service Provider Category ("A", "B", "C" & "D") only for **"*Design, Development, Implementation, Operational Training and Operational Support for a period of one year for Web Based Software Module for Nagar Panchayat at Ramnagar-Barabanki (UP).*"** from 28 Jun 2013 to 05 Jul 2013 and e-Bids shall be opened on the 05 Jul 2013 or afterwards. The details of submission of e-Bids are available in the e-Bid document uploaded on the *e-tender portal http://etender.up.nic.in and website www.uplclko.in.* The Corporation reserves the right to cancel any or all the e-Bids or annul the Bidding process without assigning any reason thereof.

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

e-Bid Ref No : **UPLC/Software / 2013-14/08**

Design, Development, Implementation, Operational Training and Operational Support for a period of one year for Web Based Software Module for Nagar Panchayat at Ramnagar-Barabanki (UP).

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

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

SERVICES PROVIDED BY THE UPLC:

(i)   To Provide IT Consultancy to Various State Government Establishments of Uttar Pradesh.

(ii)   To provide services as `System Integrator' to Various State Government Establishments of Uttar Pradesh.

(iii)   To Provide Hardware Solutions with Installation, Commissioning and Warranty (ICW) to meet out the requirement of Various State Government Establishments of Uttar Pradesh.

(iv)   To Provide Software Solutions to cater to the requirement of Various State Government Establishments of Uttar Pradesh.

(v)   To Provide IT&ITES Solution on a turnkey basis suitable for end-to-end or partial functioning of State Government Establishments.

(vi)   To provide Computer Education and Training to the officials of various Government Departments/ Organizations/Institutions

About :- Nagar Panchayat, Ramnagar- Barabanki (UP)

Barabanki is one of the four constituent districts of Faizabad Division. District Barabanki has been divided into seven subdivisions, popularly known as tehsils. These tehsils are under the charge of Subdivisional Magistrates. The district has 14 urban administrative bodies for the administration and provision of civil amenities in towns.Ramnagar Nagar Panchayat for Ramnagar Town Area is one of the towns.Ramnagar is located at 25.28°N 83.03°E. It has an average elevation of 64 metres (209 feet). It is close to some historic and religious places like Mahadeva, Parijaat etc. Ram Nagar is situated on NH28C, Burhwal Junction is the nearest railway station.

The municipal bodies of India are vested with a long list of functions delegated to them by the state governments underthe municipal legislation. These functions broadly relate to public health, welfare, regulatory functions, public safety, public infrastructure works, and development activities. IT enables the delivery of government services as it caters to a large base of people across different segments and geographical locations.

The government benefits from reduced duplication of work. In addition, the processes of data collection, analysis and audit are simplified, and become less tedious.

Nagar Panchayat Ramnagar, Barabanki is inviting tenders for development of softwares for Birth and Death registration certificate, Personnel and Payroll management, Water tax, Property tax and a website.

SECTION I: Letter of Invitation

Through this Request for Proposal (RFP), it is intended to invite e-Bids for the selection of appropriate Software Agency/firm for the work of **"*Design, Development, Implementation, Operational Training and Operational Support for a period of one year for Web Based Software Module for Nagar Panchayat at Ramnagar-Barabanki (UP).*"**

1. Bidders are advised to study the e-Bid document carefully.
2. Submission of e-Bids against this tender shall be deemed to have been done after careful study and examination of the procedures, terms and conditions of the e-Bid document with full understanding and its implications.
3. The Corporation may, at its own discretion, extend the date for submission of e-Bids. In such case all the rights and obligations of the Corporation and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.
4. *Only those Service Providers who are empanelled in U.P. Electronics Corporation Ltd under the Job Category – I (Software Development) and Service {Provider Category ("A", "B", "C" & "D") vide e-bid reference no UPLC/Software /Empanelment 02/2011, UPLC/Software /Empanelment 03/2012-13& UPLC/Software /Empanelment 04/2012-13 are eligible to participate in this Tender. e-Bids submitted by any other bidders will be treated as non responsive and will not be considered against this e-Bid.*
5. The e-Bid document is available on e-tender portal http://etender.up.nic.in and also on UPLC's website www.uplclko.in. Interested Bidders May view, download the e-Bid document, seek clarification and submit these e-Bids online only on e-tender portal http://etender.up.nic.in, up to the date and time mentioned in the table below:-

e-Bid Reference No.	**UPLC/Software / 2013-14/08**
Purpose	Request For Proposal(RFP) for selection of Software Company/Firm for **"*Design, Development, Implementation, Operational Training and Operational Support for a period of one year for Web Based Software Module for Nagar Panchayat at Ramnagar-Barabanki (UP).*"**
Date of Publication of e-Bid notice	28 Jun 2013 on e-tender portal http://etender.up.nic.in and website of UPLC www.uplclko.in
Last date for submission of e-Bids	05 Jul 2013 up to 05:00 P.M.
Site for submission of e-Bid	http://etender.up.nic.in
Web site address	www.uplclko.in
e-mail address	md@uplclko.in, uplclko@gmail.com
e-Bid Inviting Officer	Shri Prabhat Mittal, Managing Director
Date of opening of e-Bids	05 Jul 2013 at 05:10 P.M. or afterwards
Venue of Opening of e-Bids	UP Electronics Corporation Ltd, 10, Ashok Marg, Lucknow-226001
Contact numbers	0522-2286808, 0522-2286809, 0522- 4130303
Fax number	0522-2288583

6. UPLC reserves the right to cancel any or all the e-Bids or annul the e-Bid process without assigning any reason thereof.

7. All the required documents must be uploaded by the Bidders electronically in the PDF format. It is suggested that the PDF Files should be made in grayscale using the minimum readable appropriate resolution so that the size of the files is minimized for fast uploading on the e-Bid portal http://etender.up.nic.in. The required electronic documents for each document label of Technical (Fee details, Annexure etc) schedules/packets can be clubbed together to make single different files for each label. The size of single label file should not exceed 8 MB size.

1. DEFINITIONS

In this Contract, the following terms shall be interpreted:

a. "The Software Company/Firm" means only those Software Fims/Companies who are empanelled in U.P. Electronics Corporation Ltd as Service Provides vide e-bid reference no UPLC/Software /Empanelment 02/2011, UPLC/Software /Empanelment 03/2012-13 & UPLC/Software /Empanelment 04/2012-13.

b. "e-Bid" means the Technical proposal and the financial proposal.

c. "Instructions to Bidders" means the document which provides interested Bidders with all information needed to prepare their Bids. This document also details out the process for the selection of the Consultant for the work mentioned in this tender document.

d. "Scope of work" (SOW) means Scope of work mentioned in Section III: Terms of Reference of the RFP which explains the objectives, Scope of work, activities, tasks to be performed, and expected results and deliverables of the assignment, respective responsibilities of the Purchaser and the Bidder.

e. "The Contract" means the agreement entered into between the UPLC on behalf of end Customer Department i.e. Office of Executive Engineer, Nagar Panchayat, Ramnagar-Barabanki (UP).

f. "The Contract rates" mean the charges for the various consultancy assignment payable to the Consultant under the Contract for the full and proper performance of its contractual obligations;

g. "Services" means the Development and implementation of application Software services and other obligations of the Service provider covered under the Work Order/Contract;

h. "The Project Site", where applicable, means the sites or offices of Office of Executive Engineer, Nagar Panchayat, Ramnagar- Barabanki (UP).

i. "Day" means a calendar day.

j. The "End-Customer/Client Department" means the Office of Executive Engineer, Nagar Panchayat, Ramnagar- Barabanki (UP).

2. THE BIDDING DOCUMENT

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

2. Contents of e-Bid Document

The nature and types of various consultancy services required, Bidding procedure, terms and conditions etc. are prescribed in the e-bid document. The e-bid document includes:

- SECTION I   : LETTER OF INVITATION
- SECTION II : INSTRUCTIONS TO BIDDERS (ITB)
- SECTION III : TERMS OF REFERENCE (TOR) AND SCOPE OF WORK
- SECTION IV : BIDDER'S ELIGIBILITY CRITERIA
- SECTION V : STANDARD TERMS AND CONDITIONS
- SECTION VI : TECHNICAL PROPOSAL SUBMISSION FORM (Annexure I & II)
- DECLARATION FOR PROPOSAL SUBMISSION FORM (Annexure III)
- FINANCIAL PROPOSAL SUBMISSION FORM (Annexure IV)

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

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

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

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

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

3.   PREPARATION & SUBMISSION OF e-Bids

3.1 Documents Constituting the e-Bid
The e-Bids prepared by the Bidder shall comprise the following components:
e-Bids - e-Bids will comprise of :

a) Technical proposal submission form – Annexure I & II
b) Financial proposal submission form – Annexure III & IV

3.2 Documents Establishing Bidder's Qualification

The Bidder shall furnish, as part of Technical Proposal (Annexure I& II), documents establishing the qualification to perform the Contract. The documentary evidence in support of the information furnished should be submitted by the Bidder electronically in the PDF format. The Bidder's eligibility criteria and selection procedure are defined in Section IV of e-Tender document.

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

4 Format and Signing of e-Bids

The Bidder shall prepare one electronic copy for the e-Bids.

Bidder or a person or persons duly authorized to bind the Bidder to the Contract. All the pages/ documents of the e-Bid shall also be signed manually by the person authorized to sign the e-Bids before converting them into PDF and uploading them as bidding documents.

5 Submission of e-Bids

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

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

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

In addition to the normal registration, the Bidder has to register with his/her Digital Signature Certificate (DSC) in the e-Biding system and subsequently he/she will be allowed to carry out his/her e-Bids submission activities. Registering the Digital Signature Certificate (DSC) is a onetime activity till its validity. Before proceeding to register his/her DSC, the Bidder should first log on to the e-Biding system using the User Login option on the home page with the

Login Id and Password with which he/ she has registered as enumerated in the preceding paragraph above.

For successful registration of DSC on e-Procurement portal http://etender.up.nic.in the Bidder must ensure that he/she should possess Class-2/ Class-3 DSC issued by any one of certifying authorities approved by Controller of Certifying Authorities, Government of India. The Bidder May also apply to office of U.P. Electronics Corporation Limited, (UPLC) for getting DSC at the address given in the preceding paragraph above on a prescribed form available at UPLC's website www.uplclko.in along with the payment of fee of Rs 1593/- per person, The Bidder is also advised to register his/her DSC on e-tender portal well in advance before Bid submission end date so that he/she should not face any difficulties while submitting his/her e-Bid against this e-tender. The Bidder can perform User Login registration/creation and DSC registration exercise as described in preceding paragraphs above even before e-Bid submission date starts. The UPLC shall not be held responsible if the Bidder tries to submit his/her e-Bids at the last moment before end date of submission but could not submit due to DSC registration or any other technical problems.

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

After clicking the 'Pay Offline' option, the Bidder will be redirected to the Terms and Conditions page. The Bidder should read the Terms & Conditions before proceeding to fill in the Processing Fee offline payment details. After entering and saving the Processing fee details, the Bidder should click "Encrypt & Upload" option given in the offline payment details form so that "Bid Document Preparation and Submission" window appears to upload the required documents Technical Proposal Submission Form etc (Annexure "I" to Annexure "IV") of this e-tender document. The details of the Demand Draft or any other accepted instrument which is to be physically sent in original before Bid submission and date and time, should tally with the details available in the scanned copy and the data entered during e-Bid submission time otherwise the e-Bid submitted will not be accepted.

Before uploading, the Bidder has to select the relevant Digital Signature Certificate. He May be prompted to enter the Digital Signature Certificate password, if necessary. For uploading, the Bidder should click "Browse" button against each document label in Technical schedules/packets and then upload the relevant PDF files already prepared and stored in the Bidder's computer. The required documents for each document label of Technical. Schedules/packets can be clubbed together to make single different files for each label.

The Bidder should click "Encrypt" next for successfully encrypting and uploading of required documents. During the above process, the Bid documents are digitally signed using the DSC of the Bidder and then the documents are encrypted/locked electronically with the DSC's of the Bid openers to ensure that the Bid documents are protected, stored and opened by concerned Bid openers only.

After successful submission of e-Bids, a page giving the summary of e-Bid submission will be displayed confirming end of e-Bid submission process. The Bidder can take a printout of the Bid summary using the "Print" option available in the window as an acknowledgement for future reference.

6 Deadline for Submission of e-Bids

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

The UPLC May extend this deadline for submission of e-Bids by amending the e-tender document in accordance with ITB Clause 4, in which case all rights and obligations of the UPLC and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

UPLC shall not consider any request for date-extension for e-Bid-submission on account of late downloading of e-tender (RFP) by any prospective Bidder. E-Bids should be uploaded on e-tender portal http://etender.up.nic.in on or before 05.00 P.M. of 05 Jul 2013.

7 Late e-Bids

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

8 Withdrawal and Resubmission of e-Bids

At any point of time, a Bidder can withdraw his/ her e-Bids submitted online before the e-Bids submission end date and time. For withdrawing, the Bidder should first log in using his/ her Login Id and Password and subsequently by his/ her Digital Signature Certificate on the e-procurement portal http://etender.up.nic.in. The Bidder should then select "My Bids" option in the Bid Submission menu. The page listing all the Bids submitted by the Bidder will be displayed. Click "View" to see the details of the Bid to be withdrawn. After selecting the "Bid Withdrawal" option, the Bidder has to click "Yes" to the message "Do you want to withdraw this Bid?" displayed in the Bid Information window for the selected Bid. The Bidder also has to enter the Bid Withdrawing reasons and upload the letter giving the reasons for withdrawing before clicking the "Submit" button. The Bidder has to confirm again by pressing "Ok" button before finally withdrawing his/ her selected Bid. Once the Bidder has withdrawn his /her Bid he/she cannot re-submit this Bid again.

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

The Bidder can resubmit his/ her e-Bids as and when required till the Bid submission end date and time. The e-Bids submitted earlier will be replaced by the new one. The payment made by

the Bidder earlier will be used for revised e-Bids and the new Bid submission summary generated after the successful submission of the revised e-Bids will be considered for evaluation purposes. For resubmission, the Bidder should first log in using his/ her Login ID and Password and subsequently by his/ her Digital Signature Certificate on the e-procurement portal http://etender.up.nic.in. The Bidder should then select "My Bids" option in the Bid Submission menu. The page listing all the Bids submitted by the Bidder will be displayed. Click "View" to see the details of the Bid to be resubmitted. After selecting the "Bid Resubmission" option, click "Encrypt & Upload" to upload the revised e-Bids documents by following the methodology provided in clauses 09 above.

The Bidders can submit their revised Bids as many times as possible by uploading their e-Bids documents within the scheduled date & time for submission of e-Bids.

No e-Bids can be resubmitted subsequently after the deadline for submission of e-Bids.

9   Receipt and Opening of e-Bids by the Purchaser

Bidders are advised to submit their e-bids in `Two-Bid' system with Technical and Financial bids separately on e-tender portal.

Please note that prices should not be quoted in the Technical Bid. The Prices should be quoted in the Financial Bid only. On receipt on e-tender portal, the technical proposals will be opened first by the Committee members in the office of U.P. Electronics Corporation Ltd, Lucknow.

UPLC will open all e-Bids, in the presence of bidder's authorized representatives who choose to attend at 5:10 PM on 05 Jul 2013 at UP Electronics Corporation Ltd, 10 Ashok Marg, Lucknow-226010.   The bidder's representatives who are present shall sign a register evidencing their attendance. In the event of the specified date of e-Bid opening being declared a holiday for the Purchaser, the e-Bids shall be opened at the appointed time and place on the next working day. The bidder's names and the presence and other details as the Purchaser at its discretion May consider appropriate, will be announced at the opening. The name of such bidders not meeting the qualification requirement shall be notified subsequently.

After evaluation of technical e-Bids, UPLC shall notify those bidders whose e-Bids were considered non-responsive to the Conditions of the Contract and not meeting the Qualification Requirements indicating that they did not technically qualify for selection as Consultant. UPLC will simultaneously notify the bidders, whose technical e-Bids were considered acceptable and they have been short listed for opening of their financial e-bids.

*Note:- **The Bidder shall be required to use his own Digital Signature while uploading its Bid. In case of consortium, Prime Bidder shall be required to upload the bid using its Digital Signature. Failure to comply or usage of Digital Signature of other firm shall be liable for rejection of Bid.***

SECTION III: TERMS OF REFERENCE (TOR) AND SCOPE OF WORK

To Design, Development, Implementation, Operational Training and Operational Support for a period of one year for following Web Based Software Module for Nagar Panchayat at Ramnagar-Barabanki (UP).

SCOPE OF WORK

The main objective of the proposed system is to automate the manual task and major activities of department. The automation process will reduce the paper work of the Department. It will also increase the operational efficiency and speed up the processes of decision making in the Department.

This customized software application will create transparency in the Administration & Department. The Employees and Senior Officials will be able to get any information on a single click.

From the security point of view, a strong backup support is provided with least possibility of crashing of data (all transaction & reports). The application will be very helpful for Administration and employees as they will be able to get any information on a single click.

Advantages of e-Governance in ULBs

- Service delivery without discrimination on Caste, Gender or Economic Status.
- Efficient and effective working.
- Provide information & end-to-end services.
- Act as balancing factor and take e-governance services to the underprivileged section of the society.

The intention of the application is to bring more transparency, effective and efficient execution of government policies, and better revenue management for government and better availability of services for the citizens.

Features of the Application:

Username and Password level security at all level.
Format shall be provided for recording the master data of each Employee.
Generation of Unique ID of new recruited employee on a meaningful algorithm.
Checks and balances are properly incorporated to stop duplicate and dump data entry.
Software will be based on Centralized Database concept.
The software will prevent repeated entries, thus reducing workload and increase efficiency.
Software will have interfaces for input of various Transaction data from concerned sections

only.
User Rights & Management Module.
Help will be available in the form of User Manual which can be referred at any time.
Consolidated reports will be generated by the software on the basis of input given by the user

1.0 Personal Information System & Salaries

This module helps in human resource management and will centralize, standardize, govern all the functions more effectively. Software will provide one window service to all the employees and avail all the updated information online. Through this application the ULB can generate salaries and maintain the employees' information.

The Personnel Information system is a web based application management system for maintenance of the Service Registers of individuals in an organization. The details pertaining to personnel, postings, qualifications, family details etc are stored in this system. Retrieval of information is possible based on any individuals or on collective information grouped by certain categories namely designation, retirement, length of service, place of working etc.

Personnel Information System includes following Modules:
The Personal Information System is categorized into various modules namely
1. Personal information
2. Promotion Details
3. Transfers Details
4. General Provident Fund
5. APGLI
6. Central Pension Scheme
7. Regularization
8. Family Details
9. Various customized reports

1.1 Master Entry:

District Master
Department Master
Cadre Master
Designation Master
Qualification Master
Caste Master
Leave Master

1.1 Transaction Entry:

Employee Master
Qualification Details
Family Details
Nominee Details
Appointment Details
Previous Posting Details
Promotion Details
Transfer/ Posting Details

Deputation Details
Leave Details
Retirement Details

1.3 Transfer Details
Order date
Transferred from
Transferred to
Date of Relieving
Date of joining
1.4 Promotion Details
Employee ID
Designation
Pay scale
PRC
From Date
1.5 Job Details
Designation
Scale of Pay
Place of Working
District Working
Mandal
Name of Cluster
Tel Office

1.6 Reports: Customized reports (to get report as per user requirement)

Grade wise total working strength
Designation Wise total working strength
No of Post Filled/Vacant
Employee Detail Report
List of employees, who will be retired at a particular Period
List of employees Promotion details at a particular Period.
Previous Posting Details

2.0 Birth/Death Registration
As per the government guidelines, the software allows registration, certificate generation, analysis of number of death/birth registered against requests applied for, timeline for issue of new/modified certificate, accuracy of issued certificate, accessibility / availability of facilities/services, cutoff date for data digitization of legacy data and updated status of all the applications with multiple search options. It would help municipalities issue certificates, provide statistical information,

This gives a brief overview of Birth & Death Registration. There are five Birth & Death Registration Services for centre user.

1. Birth Registration (live).
2. Birth Certificate Printing.

3. Name Inclusion
4. Death Registration.
5. Death Certificate Printing.
6. Birth or Death Certificate typing correction.

It describes the functionality of the process in brief.

What is Live Birth / Death Registration

Following the REGISTRATION OF BIRTHS AND DEATHS ACT, 1969 (ACT 18 OF 1969), every live-birth or death case has to be registered. It is the duty of the person (head of the house for in house birth or death, the medical officer for birth or death in hospital or maternity or nursing home, the jailor for in jail birth or death etc.) to give information either orally or in writing according to the best of his/her knowledge and belief within prescribed time to the registrar of Birth and Deaths.

Births/deaths taking place within limits of any of the registration unit of any municipal corporation/municipality are to be registered at that place.

For the government live birth/death registration provides population statistics.

Overview

Centre Agent will logon to the website using proper authentication details.
Centre Agent will enter using authentication signature the birth /death registration details in the system based on applicant's request.
All the mandatory columns as identified in the application have to be filled in.
Births / Deaths upto 21 days will be allowed in the system to be entered.
The normal CENTRE service charges will be collected from the applicant.
Before submitting the application, the application is displayed with a declaration statement from the applicant stating that the information furnished is correct to the best of his/her (the applicant's) knowledge. If any mistake is found, then operator can again edit the respective fields.
Print out of the filled in application form along with the declaration is to be taken. The applicant has to sign on the print out of the application.
Acknowledgement is printed and given to the applicant.
Printout of records entered at Center shall be taken at RMC for record keeping purpose.

What is Birth/Death Certificate?

As per rule, the Registrar shall, as soon as the registration of a birth or death has been completed give, free of charge, to the person who gives information under section 8 or section 9 as extract (certificate) of the prescribed particulars under his hand from the register relating to such birth or death.

Birth certificate is used as a proof of age within and outside the country.

Death Certificate is used as a documentary proof of death for succession, administration of will, property inheritance etc. within and outside city / state. Presently, birth/death certificate is issued from the registration units under municipal corporation/municipality for urban cases and under police station (thana) for rural cases.

Original Certificate Printing

The person who has come to receive the certificate is required to furnish certain details [Applicant Name, Child name, Date of birth or range of dates, Place of Birth / Hospital name for Birth Certificate or Applicant Name, Name of deceased, Date of death or range of dates, Place of Death / Hospital name for Death Certificate]. The Agent will enter these details for searching.

The person who has come to receive the certificate is also required to furnish his name and address. The Agent will enter these details in the system.

Based on the above-furnished details system will search and show the list.

In case system fails to locate any record, system will print a non availability statement and applicant has to pay the stipulated fee.

In case system finds any record it will show the certificate and it can be printed and given to the Applicant.

Two copies of the certificate will be printed. The first copy will be given to the person who has come to collect the certificate and the Agent will preserve the second copy for record purposes.

The first copy of the certificate will have two parts. The first part will be the actual certificate, which will be signed in ink by the Agent. The second part will have the payment receipt also signed in ink by the Agent.

The second copy of the Certificate will also have two parts. The first part will be the actual certificate that will not be signed. The second part will have the name and address of the person who have come to collect the certificate and will be signed in ink by the recipient of the certificate.

Duplicate Certificate Printing

The person who has come to receive the certificate is required to furnish certain details [Applicant Name, Child name, Date of birth or range of dates, Place of Birth / Hospital name for Birth Certificate or Applicant Name, Name of deceased, Date of death or range of dates, Place of Death / Hospital name for Death Certificate]. The Agent will enter these details for searching.

The person who has come to receive the certificate is also required to furnish his name and address. The Agent will enter these details in the system.

Based on the above-furnished details system will search and show the list.

In case system fails to locate any record, system will print a no availability statement and applicant has to pay the stipulated fee.

In case system finds any record it will show the certificate and it can be printed and given to the Applicant. On the top of the certificate it should be marked as "Duplicate".

Two copies of the certificate will be printed. The first copy will be given to the person who has come to collect the certificate and the Agent will preserve the second copy for record purposes.

The first copy of the certificate will have two parts. The first part will be the actual certificate, which will be signed in ink by the Agent. The second part will have the payment receipt also signed in ink by the Agent.

The second copy of the Certificate will also have two parts. The first part will be the actual certificate that will not be signed. The second part will have the name and address of the person who have come to collect the certificate and will be signed in ink by the recipient of the certificate.

3.0 Certificate and Parivaar Register
What is Name Inclusion
As per rule, where the birth of any child had been registered without a name, the parent or guardian of such child, within 12 months from the date of registration of the birth of child, give information regarding the name of child to the registrar either orally or in writing for including the name in the register. The name inclusion of child can also be done after 12 months but within 15 years from the date of registration of birth with a payment of late fee.

The application for the inclusion of the name in the certificate can be submitted either at choice center or at the RMC office irrespective of the time gap between the birth registration and the name inclusion.

Application should contain basic details so that the record, in which the name is required to be included in the system, can be pinpointed accurately.

Based on the search criteria if the system fails to locate any record, it will print a non-availability statement and applicant has to pay stipulated fee. Applicant has to get the birth registered first.

In case system locates one, it will retrieve the corresponding old certificate and will show it to the user. User would be required to provide the child name along with the applicant's details. User can enter these details using his / her login details.

No fees will be charged for the application for name inclusion process. The service charges for the choice center will be as usual.

If any annexure is available, user can scan the document and can upload the details into the system.

Before submitting the application, the application is displayed with a declaration statement from the applicant stating that the information furnished is correct to the best of his/her (the

applicant's) knowledge. If any mistake is found, then operator can again edit the respective fields.

Print out of the filled in application form along with the declaration is to be taken. The applicant has to sign on the print out of the application.

Acknowledgement is printed and given to the applicant.

What is Birth or Death certificate typing Correction
For any typing error made during the entry of data, the Agent can submit application to RMC for correction. This shall be like any other application with charged the applicable service fee. The
correction in data shall be approved by ASO / AR in RMC. ASO / AR shall exercise discretion as to whether this is due to typing error only. The old record shall be moved to History file and the new record takes its place. The new record shall be authenticated by ASO / AR.

The *Birth and Death Registration* Menu Item
Details of Birth and Death Registration menu appears as:

Birth Registration	. This Process will be used when an applicant comes to submit an application for Live Birth Registration. . After clicking the menu item 'Birth Registration' , the entry screen for entering application data will be displayed in front of the entry operator.
Birth Certificate Printing	. After clicking the menu item 'Birth Certificate Printing' , a screen containing some searching criterion like application reference number, registration number, date of birth, institution' s name, range of date of birth, Father' s name and mother' s name will appear. The user has to supply data in the applicant' s name and address field. . The user can search the required record for printing the certificate in Hindi or English language. . If no record is found or matched with the applicant' s information, the user can also print a non-availability certificate. . The application details will be displayed user-wise i.e an authority will be allowed to access only details of approved-applications under his/her authorization domain. . The user can click on the Hindi certificate or English certificate link beside the application detail, and then the certificate will be displayed on the screen. The user has to click on the print button to print the certificate.
Application for Name Inclusion	. This Process will be used when an applicant comes to submit an application for Name Inclusion. . After clicking the menu item 'Application for Name Inclusion' , the entry screen for entering application data will be displayed in front of the entry operator.

Birth Certificate typing Correction	. This Process will be used when an applicant comes to submit an application for Birth Certificate typing Correction. . After clicking the menu item 'Birth Certificate typing Correction' , the entry screen for entering application data will be displayed in front of the entry operator.
Death Registration	. This Process will be used when an applicant comes to submit an application for Death Registration. . After clicking the menu item 'Death Registration' , the entry screen for entering application data will be displayed in front of the entry operator.
Death Certificate Printing	. After clicking the menu item 'Death Certificate Printing' , a screen containing some searching criterion like application reference number, registration number, deceased name, father/husband' s name, informant' s name, date of death, institution' s name, range of date of death, institution name etc. will appear. The user has to supply data in the applicant' s name and address field. . The user can search the required record for printing the certificate in Hindi or English language. . If no record is found or matched with the applicant' s information, the user can also print a non-availability certificate. . The application details will be displayed user-wise i.e an authority will be allowed to access only details of approved-applications under his/her authorization domain. . The user can click on the Hindi certificate or English certificate link beside the application detail, and then the certificate will be displayed on the screen. The user has to click on the print button to print the certificate.
Death Certificate typing Correction	. This Process will be used when an applicant comes to submit an application for Death Certificate typing Correction. . After clicking the menu item 'Death Certificate typing Correction' , the entry screen for entering application data will be displayed in front of the entry operator.

Following Reports would be generated in Bilingual (English & Hindi):-
- Birth Certificate
- Death Certificate
- Analysis Report (Gender Wise)
- Periodic MIS reports of the Birth and Death records

4.0 Management of House, Water & Property Tax [Calculation and Collection]
Municipal corporations have to access and collect house, water and property tax and resolve all the disputes related to it. This software will allow automatic bill generation, collection, inclusion of new assessee, change of ownership, serving of the demand notice, acceptance, disposal & monitoring of petitions and appeals, maintenance of correct & appropriate records and timely revision of guidelines as and when required.

The House/Property will be linked to GIS/Google Map, as per the data available/ provided by the client department.

3.1 Integrated Taxation:

Integrated Taxation is Tax Collection System from Citizens at present there are 2 Components (They are likely to be extended in future) and they are House Tax, Water Tax:

3.1.1. Property Tax:

• New Tax Fixation – Monthly list entry

• Modification of existing tax – Monthly list entry (raising PS charges with respect to the Property tax) this is a combination of PS and Property Tax.

• Tax bifurcation

• Special Notice Generation

• Title Transfer Petition (TTP)

• Revision Petition for taxes (RP)

• Daily collections Posting & Modifications

3.1.2 Water Tax:

• New Water connection allotment linked with work order module

• Tap transfers and bifurcations

• Water Tax modifications (deletions and modifications)

3.2. Vacant Land Tax:

Vacant Land Tax is a Tax being collected from the Citizens of Municipal Corporation if the Land is without proper Constructions:

Response:

• New Vacant land assessments, based upon the registered values supplied by local registrar's office.

• Assessment modifications and deletions

• Special Notice Generation

• Daily collections and postings.

• MIS for vacant land taxes including yearly demand collections and balance abstracts.

3.3 Municipal Leases for Shopping Complex & Markets:

This Package maintains the Lessees Details and works as Lease Collection Systems for the Total Lease Period for the complexes and shops owned.

Response:

• New shopping complexes and market places entry

• Allotment of shops to respective complexes

• New shop allotment to the New leases.

• Renewal of leases

• Daily collection postings

• Updating and deletions

• Updating collections to financial accounting module

• Day end, Month end, half yearly, yearend reports

5.0 Website

The Website to Display the information about department, their developmental work done, citizen centric activities, message from the Chairman and Executive Officer etc. The website will be Bilingual (English & Hindi [Unicode Fonts])

Website Contains following Information

- Message from EO
- Message form Chairman
- Work Description of Department
- Historical Information
- Geographical Information
- Picture Gallery
- Contact Information with E-mail Facility Provided.

PLATFORM OF DEVELOPMENT:

The web based application will be developed in PHP/ JSP Technology. The server will have Windows 2008/ Linux as OS with MS SQL/ MySQL as RDBMS.

The front end will be browser and the application will be in English. The application will run on Remote Web Server and will be accessible through any normal Internet connection.

Back-end :Open source Database
Front-end :PHP/JSP, FLASH, HTML and JAVA Script
Server O/s:Linux.
Client O/s :Windows / 9x/XP/98/ Windows XP Pro/VISTA.

Note:-   The above Specification of Hardware has been provided/approved by the Client Department. If you feel that the above specifications are not sufficient for the proposed application software then in that case you are requested to kindly propose your Hardware Specifications on separate sheet.

SECTION IV: BIDDER'S ELIGIBILITY CRITERIA

Only those bidders shall be eligible for bidding in this tender who are empanelled in UPLC under

Job Category – I (Software Development) and Service Provider Category ("A", "B", "C" & "D") only vide e-bid reference no UPLC/Software /Empanelment 02/2011, UPLC/Software /Empanelment 03/2012-13 & UPLC/Software /Empanelment 04/2012-13.

a) Bids should comprise of following sections:
- i) Technical Bid
- ii) Financial Bid

b) Both the bids must be submitted separately on e-tender portal http://etender.up.nic.in. Prices should not be quoted in the Technical Bid. The prices should be quoted in the Financial Bid only.

c) The bidder should submit/upload the following documents as mentioned in SECTION VI (Annexure –I) of Technical Proposal Submission for technical eligibility of the tender failing which your bid may be rejected:-

- **i)** **Required/Proposed Hardware with Specifications**
- **ii)** **Demo Screen Shots**
- **iii)** **Business Process Logic**

1. **Prices**
1.1   The total Prices (F.O.R. destination) quoted by the Service Provider should be F.O.R. destination and inclusive of all prevalent Taxes e.g. VAT, Service Tax, Duties, Licence fees, etc till delivery , installation and implementation of application software and all the services to the end-customer.
1.2   If at any time during the said period, the Service Provider reduces the sale price, sells, or offers to sell such Services and goods to any person/organization, Central or State Government Departments etc as the case May be, at a price lower than the price chargeable under the contract, the Service Provider shall forthwith notify such reduction, or sale or offer to sell to the UP Electronics Corporation Ltd (UPLC) and the price payable under the contract for the supply of Services and material after the date of coming into force of such reduction or sale or offer to sell, shall stand correspondingly reduced.

2. **Period of Validity of Offer**
        The offer shall remain valid for 150 days after the date of offer opening prescribed by UPLC. Any offer valid for a shorter period shall be rejected by UPLC as non-responsive.

3. **UPLC's Centage Charges**
        UPLC's Centage Charges as per norms, would be added over and above the prices quoted by the Vendor/negotiated prices payable to the Service Provider, before submission of final proposal of UPLC to the end-customer, by UPLC.

4. **Scope of Work**
        The Scope of Work shall be as per requirement of the end-customer, as mentioned in Section –III (Terms of Reference (TOR) And Scope Of Work.

5. **Time Schedule/Delivery Period**
        The supply or installation of Software and training as per schedule mentioned in Section-III and all other items and integrated Solution, if required in the project to the end-customer should be completed within the time (75 days) specified by the end-customer/as per requirement of the project.

6. **Submission of Offer**
        The Service Provider should submit their e-bid duly signed and stamped by the authorized Signatory on each and every page of the documents..

7. **Evaluation of Offers**
        The Service Providers will upload their e-bid within stipulated time. The selection will be based on the proven competence of technically qualified bidder and lowest bid.

8. **Changes in Technical Specifications**
8.1   UPLC reserves the rights to effect changes within the general scope of work in consultation with the end-customer in any one or more of the following:
        (a) technical specifications of the systems and Goods to be furnished under the scope of work are to be specifically designed and manufactured to meet the requirement of project for supply to end-customer; and the application software so developed on the required SW environment to meet the requirement of project
        (b) the method of transportation or packing;
        (c) the place of delivery; and/or
        (d) The Services to be provided by the Service Provider.

8.2   Any such change will be notified in writing, before opening of the financial proposal/quotation. In case, any of the Service Provider has already submitted its offer before receiving the notification of changes from UPLC, will be allowed to submit its revised offer.

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

9. Right to negotiate

The negotiation, if required shall be carried out only with the technically qualified with the lowest Bidder by UPLC and/or end-customer / any other competent authority/ high power purchase committee of the State Government as per the procedures/policy of the Government of UP, prevailing at that point of time.

10. Award Criteria

10.1   The UPLC will determine to its satisfaction whether the Service Provider that is selected as having submitted the lowest evaluated responsive offer, meets the criteria specified, and is qualified to perform the contract satisfactorily.

10.2   The UPLC will award the contract/order to the lowest evaluated successful Service Provider whose offer has been determined to be responsive to all the conditions of the contract and meeting the Technical specification and qualification requirement of the end-customer.

11. Acceptance of the Bid

UPLC do not bind itself to accept the lowest or any bid, and reserves the right to:-
   (a)   Reject any or all offers with/without any reason
   (b)   Accept any offer of Service Provider without assigning any reason and also reduce or extend the period of contract without assigning any reason.
   (c)   Accept any offer of Service Provider, who is capable to handle the project and/or whose offer is viable.

12. Notification of Award

12.1 After receiving the firm Order from the end-customer, prior to the expiration of the validity period (i.e. 150 days), UPLC will notify the successful Service Provider in writing by letter/e-mail/fax, that its offer has been accepted.

12.2 The notification of award will constitute the formation of the Contract.

13. Signing of Contract

13.1   As soon as the UPLC notifies the successful Service Provider whose offer has been accepted, the UPLC will send the Service Provider the Contract Form, incorporating all the conditions of the contract between the parties i.e. UPLC and successful Service Provider, and if required with the end-customer also.

13.2   Within 7 days of receipt of the Contract Form, the successful Service Provider shall execute, sign and date the Contract and return it to the UPLC.

14. Inspection & Tests

Inspection and tests prior to web enabled application software for Work Progress Information System (WPIS) and at final acceptance are as follows:

14.1

(i)   Service Provider shall intimate to the UPLC indicating that the developed Application Software and are ready for inspection and the UPLC can send their representative for inspection at their premises. After receipt of such intimation from the Service Provider, the UPLC shall arrange for test. The test will be conducted in the premises of the Service Provider prior to supply and installation at final destination. For conducting the inspection and tests at the premises of the Service Provider, all reasonable facilities and assistance, shall be furnished by the Service Provider at no charge to the inspectors of the UPLC/end-customer. The developed application Software, which is required to be carried out after approval of SRS, Design document etc by the end-customer, such approved application Software should be delivered and installed by the Service Provider at the respective sites within the time schedule and integrate it with the Hardware environment for satisfactory performance of the project. For site preparation, the Service Provider should furnish all details to the UPLC sufficiently in advance so as to enable to the en-customer to get the works completed before receipt of the equipment.

(ii)   The acceptance test will be conducted by the UPLC/end-customer, their consultant or any other person nominated by the UPLC/end-customer, at its option. There shall not be any additional charges for carrying out acceptance tests. The acceptance will involve trouble-free operation during acceptance testing period. No malfunction, partial or complete failure of any part of hardware or excessive heating of motors attached to printers, drivers etc. or bugs and malfunctioning in the software should occur. The software should be complete in itself in totality or module-wise as approved in the project by the end-customer. During acceptance tests, the items having the same or only higher technical specifications as given in the contract shall be accepted. The Service Provider shall maintain necessary log in respect of the result of the tests to establish to the entire satisfaction of the UPLC/end-customer. An average uptake efficiency of 98% for the duration of test period shall be considered as satisfactory.

(iii)   In the event of the developed Application Software and/or goods failing to pass the acceptance test, if carried out at site of installation, a period specified by UPLC/end-customer will be given to rectify the defects and clear the acceptance test, failing which the UPLC/end-customer reserves the rights to get the application SW/equipments replaced by the Service Provider at no extra cost.

14.2   The UPLC's rights to inspect, test and, where-ever necessary, reject the Goods after the Goods' arrival at Project Site shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by the UPLC or its representative prior to the Goods shipment.

14.3   **Manual and Drawing**

14.3.1   The technical/operational/user manual shall be in the English or Hindi language and in such form and numbers as stated in the purchase order. Manual May be in CD/DVD Format also.

14.3.3   The Service Provider at its own expense will provide necessary training to the officials of the end-customer on the Software and Systems supplied by the Service Provider.

15. Incidental Services

All the incidental costs e.g. On-site delivery & satisfactory installation of all the items and/or LAN/WAN/Networking as per purchase order; Furnishing all the manuals as per purchase order to the project sites; and Maintenance and repair of the equipment at each location during the comprehensive warranty period including the cost of all spares shall be deemed to be

included in the Contracted Value with the Service Provider and the Service Provider should provide such services without claiming for any extra charges for it.

16. Warranty and Maintenance Services
a) The Service Providers shall be responsible for providing technical support for the successful running of the software/system so developed/ deployed as per the approved project during the period of Warranty (one year or otherwise specifically mentioned in the end-customer's order, from the date of successful installation).
b) The Service Providers shall be required to provide maintenance support of the developed software and/(or) hardware equipment etc, provided to the client, under the Specific Job awarded to the Service Provider, for the period mutually agreed upon with the client.
c) The UPLC shall promptly notify the Service Provider in writing of any claims arising under this warranty.
d) During warranty period, Any changes suggested after one month of feedback time shall be take care of in the support period extending up to one year. the defects/bugs/edit/modification of application software shall be rectified or repaired whatever required, by the Service Provider, to the satisfaction of the user departments. Period for correction of defects in the warranty period is 48 hrs.

17. UPLC's right to vary Quantities at the Time of Award

The UPLC reserves the right at the time of Contract award to increase or decrease the quantity of goods and services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions.

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

18. Payment Schedule
All payments from the client department shall be received through Cheque/Draft favouring U P Electronics Corporation Limited, payable at Lucknow. The payment/ running payment would be released to the Service Provider only after receipt of the payment from the end-customer and as per the terms and conditions of the Job order awarded to the Service Provider by UPLC and review of the progress in project.

19. Performance Bank Guarantee
24.1   The Service Provider will have to submit a Bank Guarantee (BG) of 10% of order value valid for warrantee period. In case of delay in submitting the BG, corresponding amount will be withheld by the Corporation out of payment payable to the service provider for a period till satisfactory project completion, or for a period specifically mentioned by the client department required for the smooth services during the Warranty period.   The performance Bank Guarantee shall be denominated in Indian Rupees.   After submission of Bank Guarantee in UPLC, its cognizance would be taken only after its verification from the concerned Bank.
24.3   The proceeds of the performance Bank Guarantee shall be payable to the authority in favour of whom the performance bank guarantees was prepared, as compensation for any loss resulting from the Service Provider's failure to complete its obligations under the Contract.

24.4   The Performance Bank Guarantee will be discharged by the UPLC/ end-customer and returned to the Service Provider upon the written request as promptly as possible following the date of its validity or completion of the Service Provider's performance obligations including any onsite warranty/extended warranty obligations, whichever is later, under the contract.

20. **Assignment/Sub-contracting**

The Service Provider shall not assign/sub-contract, in whole or in parts its obligations to perform under the Contract to any other firm except with the UPLC's prior written consent, but not absolving of Sub-Provider's ultimate responsibilities to successfully implement the project in totality in proper functional performance.

21. Termination for Default

21.1 The UPLC May, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Service Provider, terminate the Contract in whole or part:

  (a) if the Service Provider fails to deliver any or all of the Goods or services within the period(s) specified in the Contract/Purchase Order, or within any extension thereof granted by the UPLC/ end-customer

  (b) if the Service Provider fails to perform any other obligation(s) under the Contract or Purchase Order.

21.2 In the event the UPLC terminates the Contract in whole or in part, UPLC May procure, upon such terms and in such manner as it deems appropriate. Goods or Services similar to those undelivered, and the Service Provider shall be liable to the UPLC for any excess costs for such similar Goods or Services. However, the Service Provider shall continue the performance of the Contract to the extent not terminated.

22. Termination for Insolvency

The UPLC May at any time terminate the Contract by giving written notice to the Service Provider, if the Service Provider becomes bankrupt or otherwise insolvent. In this event termination will be without compensation to the Service Provider, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the UPLC/end-customer.

23. Termination for Convenience

23.1 The UPLC, by written notice sent to the Service Provider May terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the UPLC/end-customer's convenience, the extent to which performance of the Service Provider under the Contract is terminated, and the date upon which such termination becomes effective.

23.2 The Goods that are complete and ready for shipment at the time of Service Provider's receipt of notice of termination shall be accepted by the UPLC/end-customer's at the Contract terms and prices. For the remaining Goods, the UPLC/end-customer's May elect:

  (a)   to have any portion completed and delivered at the Contract terms and prices; and/or

  (b)   to cancel the remainder and pay to the Service Provider an agreed amount for partially Completed Goods.

24. Service Provider Integrity

The Service Provider is responsible for and obliged to conduct all contracted activities in accordance with the contracts using state-of-the-art equipments/SW solutions, methods and economic principles and exercising all means available to achieve the performance specified in the contract.

25. Service Provider's Obligations

The Service Provider is obliged to work closely with the UPLC/end-customer's staff, act within its own authority and abide by directives issued by the UPLC/end-customer and implement all the activities. The Service Provider shall abide by the job safety measures prevalent in the country and will indemnify the UPLC from all demands or responsibilities arising from consequences, accidents or loss of life and property due to negligence of the Service Provider. The Service Provider will pay all indemnities arising from such incidents and will not hold the UPLC responsible or obligated. The Service Provider is responsible for managing the activities of its personnel and will hold itself responsible for any misdemeanors. The Service Provider will treat all data and information as confidential about the UPLC and end-customer, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of the UPLC/end-customer.

26. Patent Right

In the event of any claim asserted by a third party of infringement of copy right, patent, trademark or industrial design rights arising from the use of the services, Goods or any parts thereof in the country, the Service Provider shall act expeditiously to extinguish such claim. If the Service Provider fails to comply and the UPLC is required to pay compensation to a third party resulting from such infringement, the Service Provider shall be responsible for the compensation including all expenses (court costs and lawyer fees etc), without delay on getting demand notice from UPLC.

27. Site Preparation and Installation

Incharge of the project site, deputed by the end-customer will be solely responsible for site preparation in compliance with the technical and environmental specifications defined by the Service Provider. The incharge of project site will identify the installation site before the scheduled installation date to allow the Service Provider to perform a site inspection to verify the appropriateness of the sites before the installation of the Hardware and Software.

28. Software and System Installation

The Service Provider is responsible for all unpacking, the assemblies, installations of required hardware and software, cabling between hardware units and connecting to power supplies. The Service Provider will test all required hardware and software operations and accomplish all adjustments necessary for successful and continuous operation of the hardware and software at all installation sites.

29. Software and System Maintenance

The Service Provider will accomplish preventive and breakdown maintenance activities to ensure that all required Hardware execute without defect or interruption for at least 98% up time for 24 hours a day, 7 days of the week of operation of the machine worked on a quarterly basis. If any critical component of the entire configuration is out of service for more than two days, the Service Provider shall immediately replace the defective unit at its own cost. The Service Provider will ensure to respond to a project site visit and commence repair work on the equipment/ make functional the application Software within 24 hours of being notified of system malfunction.

30. Transfer of the Rights of the UPLC

All the items are being procured by the UPLC on behalf of end-customers (various offices/institutions of Government of Uttar Pradesh). Till successful installation and commissioning of all the items, the UPLC will be responsible for monitoring of the observance of the clauses under this contract. After successful installation & commissioning of all the items, all the rights, duties and obligations of the UPLC under this contract, shall be exercised by the concerned offices/ institutions of Government of Uttar Pradesh.

31. Code of Conduct

a) <u>Relationship with Client</u>: Dealings with client must be conducted in an ethical manner, terms of agreement should be clearly and precisely expressed and fulfilled in good faith; work undertaken should be carried out promptly and efficiently and client's interests properly safeguarded and confidentiality maintained.

b) <u>Relationship with other Service Provider</u>: Dealings with other Service Providers must be conducted in a positive and professional manner and in utmost courtesy and fairness; property rights, work results, confidential data and vendor/client relations of Service Providers ought to be respected; and no engagement in harmful, disappearing or predatory tactics will be entertained.

c) <u>Relationship with Principals</u>: Service Providers shall represent Principals in a fair and business like manner in accordance with their contract, their property and other rights; and provide full and accurate business records.

d) <u>Relationship with Employees</u>: Service Providers shall strive to employ high caliber staff and offer fair and equal opportunities for growth and development. Relevant training and constant upgrading of the employees has to be provided in line with job responsibilities. Also, employees have to be informed of their obligation to keep important data confidential. And of the fact that any professional misconduct constituting of unauthorized disclosure of confidential nature or violation of copyright laws will cause employers to take disciplinary action.

e) <u>Relationship with Public</u>: Service Providers shall promote effective use of Information Technology as an instrument for social and economic good and act as good corporate citizens and fulfill their responsibilities to the community.

f) <u>Intellectual Property Protection</u>: Service Providers shall neither use nor encourage the use of Pirated Software in their own and their client's organizations. All Software and other related Software Products must be Original, Licensed and Genuine and must conform to the norms and guidelines of Information Technology (IT) Act, 2000 and its amendments from time to time, failing which the empanelment of Service Providers will automatically stand terminated.

32. Use Of Documents And Information For Software Projects

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

33. Intellectual Property Rights(IPR) and Replication Rights

Application software plans, drawings, specifications, design, reports and other documents prepared by the Service Providers in the execution of the allotted Job order shall become and remain the exclusive property of the UPLC. The Source Code of the Application Software and the documents will be the exclusive property of UPLC and UPLC will have the Intellectual

Property Rights (IPR) and Replication Rights on developed software and documents. Service Providers will be obliged to submit at least two copies of Software with Source Code and complete SRS and Complete Operational documentation. The bound copies of Documentation of System Study, System Requirement Specification (SRS) and Users Manuals are to be handed over to the end-customer after its completion at respective stages along with its soft copies on the latest media available at that time.

34. Force Majeure

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

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

35. Settlement of Disputes

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

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

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

40.   Arbitration

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

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

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

40.4   Notwithstanding any reference to arbitration herein.

(a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and

(b) the UPLC shall pay the Service Provider any money due to the Service Provider.

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

41. Limitation of Liability

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

(a) the Service Provider shall not be liable to the UPLC/end-customer, whether in contract tort, or otherwise, for any indirect or consequential loss of damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Service Provider to pay liquidated damages to the UPLC; and

(b) the aggregate liability of the Service Provider to the UPLC/end-customer, whether under the Contract, in tort or otherwise, shall not exceed the total value of items ordered under this Contract provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

42. Governing Language

The Contract shall be written in English or Hindi language. Subject to condition of contract, English language version of the Contract shall govern its interpretation. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same languages.

43. Applicable Law

The Contract shall be interpreted in accordance with the laws of the Union of India.

44. Notices

44.1 Any notice given by one party to the other pursuant to the award of Contract shall be sent to other party in writing by e-mail or by Fax or by post and confirmed in writing to the other Party's address. For the purpose of all notices, the following shall be the address of the UPLC and Service Provider

UPLC: U.P. Electronics Corporation Ltd,
10, Ashok Marg,
Lucknow (U.P.) - 226 001

Service Provider: (To be filled in at the time of Contract execution)

………………………………….
………………………………….
………………………………….

A notice shall be effective when delivered or on the notice's effective date whichever is later.

45. Acquaintance with all Conditions

The Service Provider acknowledged that he has made himself duly acquainted with all the terms, conditions and circumstances under which the services/supplies required under the contract will have to be made or furnished and with all the terms, clauses, conditions, specifications and other details of the contract and the Service Provider shall not plead ignorance of any of those as excuse in case of complaint against or on rejection of supplies and services tendered by him or with a view either to ask for encashment of any rates agreed to in the contract or to evading any of his/her obligations under the contract.

Bidder's General Information –

SN	Particulars	Description/Details	Reference Documents	Page No.
A.	**Name of Bidding Company**			
B.	**Contact Details**			
	a) Address			
	d) Telephone with STD Code			
	e) Mob No.–			
	e) Fax			
	f) email			
	g) Website			
	h) Name of Managing Director/ CEO			
C	**a) Required/Proposed Hardware with Specifications**	**(attached separate sheet)**		
	b) Demo Screen Shots	**(attached separate sheet)**		
	c) Business Process Logic	**(attached separate sheet)**		
D	**Job Category and Service Provider Category in which your firm is empanelled.**			
		(attached UPLC's letter of Empanelment)		

2- *Technical / Managerial Staff [Enclosed Separate Sheet if required]*

Sl. No.	Name	Qualification	Position	Task
1. 2. 3. 4.				

3.0 *List your clientele with amount of project completed*

Name of Client:	Approx. Value of Services (INR)
Assignment Name:	Assignment Ref no:
Address:	Job Awarding Authority
Start date (Month / Year):	Completion date (Month / Year):	Job Completion Certificate Ref no:

NOTE:
1. **Bidder must enclose copy of the LOI/LOA/WO/Agreement / Client certificate placed by the Procurer /Department/sponsoring authority on the Bidder towards award of Consultancy assignments.**
2. **Bidder must have sufficient infrastructure for smooth implementation of the project.**
3. **The Bidder must enclose separate sheets for each requirements.**

Signature………………
In the capacity of………..
Duly authorized to sign proposal for
and on behalf of…………..
Date…………………
Place……………..

DECLARATION FOR PROPOSAL SUBMISSION FORM

The Managing Director,
 UP Electrronics Corporation Ltd.
10, Ashok Marg, Lucknow.

Sub: Submission of Techno- Commercial Proposal against your letter **UPLC/Software / 2013-14/08**, Dated 28 Jun 2013.

 Dear Sir,

Kindly refer your letter no. **UPLC/Software / /2013-14/08**, Dated 28 Jun 2013 on the subject cited above and find enclosed our Techno-Commercial Proposal on your prescribed format .

We as an Empanelled Software Service Provider registered with your Corporation vide letter no:_____ Dated _____ , hereby declares that though we are bound by the terms and conditions laid down while empanelling us as a Software Vendor. We however specifically submitted that we are also bound by the terms and conditions of this tender and also full fill the eligible criteria as mentioned in this tender in addition to terms and condition aforesaid.

We are looking forward to take this opportunity.

 Regards.

Your's faithfully

Date :   [authorized signatory]

Place: Name of Firm with address

(seal)

Financial Proposal Submission Form

Ref: Submission of Proposal against your RFP Reference No. **UPLC/Software / 2013-14/08**
Our details financial proposal is as follows:

(1) Design, Development & Support Charges:

S. No.	Description	Price (Rs.)	Service tax @12.36%	Total Cost (Rs.)
1	2	3	4	5=(3+4)
1.	**Software Design & Development as per the scope of work, module wise including :-** - **System Requirement Department** - **Executable code of software** - **User Manual** - **Data Entry**			
(a)	**Personal Information System & Salaries**			
(b)	**Birth/Death Registration**			
(c)	**Management of House, Water & Property Tax**			
2	**Design Development and Hosting of Website**			
3	**Training of Employees Per Person (Max 10 persons).**			
4	**Grand Total (1+2+3)**			
	Amount in words			

(2) Annual Maintenance Charges for IInd Year:-

1.	**AMC of Web Based Software Modules (Please Quote your financial in Percentage (%) only) excluding Service Tax**		**%**

Date :   [authorized signatory]
Place: Name of Firm with address
                                                          (seal)