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Request for Proposal (RFP)
FOR

DATA ENTRIES OF BOOKS OF GOVERNMENT DISTRICT LIBRARY AT EACH DISTRICT OF UTTAR PRADESH FOR Education Department Uttar Pradesh, LUCKNOW

Bid REFERENCE : UPLC/Software /2012-13/06/03-10-2012
E-tender Portal : <http://etender.up.nic.in>

Critical Dates

| SN | Particulars | Date | Time |
|----|----------------------------|-------------|--------------------|
| 1 | Publishing Date | 03 Oct 2012 | 5:00 PM |
| 2 | Bid Submission Start Date | 03 Oct 2012 | 6:00 PM Onwards |
| 3 | Bid Submission End Date | 08 Oct 2012 | 04:00 PM |
| 4 | Technical Bid Opening Date | 08 Oct 2012 | 04:10 PM |

Place of Opening e-Bids

: UP Electronics Corporation Ltd
10-Ashok Marg,
Lucknow-226001

This Document Contains – 27 pages



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e-Bid Notice

FOR

DATA ENTRIES OF BOOKS OF GOVERNMENT DISTRICT LIBRARY AT EACH DISTRICT OF UTTAR PRADESH FOR Education Department Uttar Pradesh, LUCKNOW

Online e-bids are invited from the Service Providers, who are already empanelled with U.P. Electronics Corporation Limited under Service Provider Category (“B”, “C” & “D”) and Job Category II (IT Enabled Services) for “Data entries of books of Government District Library at each district of UP for Library Section- Education Department, Uttar Pradesh, Lucknow” from 03 Oct 2012 to 08 Oct 2012 and e-Bids shall be opened on the 08 Oct 2012 or afterwards. The details of submission of e-Bids are available in the e-Bid document uploaded 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 /2012-13/06/03-10-2012**



**Request for Proposal
For**

**DATA ENTRIES OF BOOKS OF GOVERNMENT DISTRICT LIBRARY AT EACH DISTRICT OF
UTTAR PRADESH FOR Education Department Uttar Pradesh, LUCKNOW**

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 information's 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



SECTION I: Letter of Invitation

1. Through this Request for Proposal (RFP), it is intended to invite e-Bids for selection of appropriate Software Agency/firm for the work of Data entries of books of Government District Library at each district of UP for Library Section- Education Department, Uttar Pradesh, Lucknow.
2. Bidders are advised to study the e-Bid document carefully.
3. Submission of e-Bids against this tender shall be deemed to have been done after careful study and examination of the procedures, terms and conditions of the e-Bid document with full understanding and its implications.
4. The Corporation may, at its own discretion, extend the date for submission of e-Bids. In such case all the rights and obligations of the Corporation and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.
5. Only those Software Vendors who are empanelled in U.P. Electronics Corporation Ltd under the Service Provider Category (“B”, “C” & “D”) and Job Category – II (IT Enabled Services) vide e-bid reference no UPLC/Software /Empanelment 02/2011 and UPLC/Software /Empanelment 03/2012-13, 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.
6. 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 /2012-13/06/03-10-2012 |
|-------------------------------------|--|
| Purpose | Request For Proposal(RFP) for selection of Software Company/Firm for implementation of the work of On line data entries/Registrations of Backlog Data on Webportal (www.sewayojan.org) of Library Section- Education Department, Uttar Pradesh, Lucknow |
| Date of Publication of e-Bid notice | 03 Oct 2012 on e-tender portal http://etender.up.nic.in and website of UPLC www.uplclko.in |
| Last date for submission of e-Bids | 08 Oct 2012 up to 04:00 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 | 08 Oct 2012 at 04:10 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 |



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

8. 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 6-7 MB size.



SECTION II: INSTRUCTIONS TO BIDDERS (ITB)

1. DEFINITIONS

In this Contract, the following terms shall be interpreted:

- a. “Purchaser” means the Purchaser with which the selected Bidder signs the Contract for the service. In this Project, the purchaser is the “UPLC” means U.P. Electronics Corporation Ltd., 10, Ashok Marg, Lucknow-226001 on the behalf of end-customer Department i.e OSD(Library), Education Department Uttar Pradesh, Lucknow.
- b. “The Software Company/Firm” means only those Software Firms/Companies who are empanelled in U.P. Electronics Corporation Ltd as Software Vendor vide e-bid reference no UPLC/Software /Empanelment 02/2011 and UPLC/Software /Empanelment 03/2012-13.
- c. “e-Bid” means the Technical proposal and the financial proposal.
- d. “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 Bidder for the work mentioned in this tender document.
- e. “Scope of work” (SOW) means Scope of work mentioned in Section IV: 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.
- f. “The Contract” means the agreement entered into between the UPLC on behalf of end Customer Department i.e. Education Department Uttar Pradesh, Lucknow and the Bidder, as recorded in the Contract Form signed by the parties, including all the attachments and appendices thereto and all documents incorporated by reference therein;
- g. “The Contract rates” mean the charges payable to the Bidder under the Contract for the full and proper performance of its contractual obligations;
- h. “Services” means the services provided by the bidder and other obligations of the Bidder covered under the Contract/work order;
- i. “The Project Site”, where applicable, means the sites or offices of Education Department, Uttar Pradesh located in different cities of Uttar Pradesh.
- j. “Day” means a calendar day.
- k. The “End-Customer/Client Department” means the Library Section- Education Department, Uttar Pradesh and its Government District Library at each district of UP.

2. THE BIDDING DOCUMENT

2.1 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>.

2.2 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: ELIGIBILITY CRITERIA
- SECTION IV: TERMS OF REFERENCE (TOR) AND SCOPE OF WORK
- 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.

2.3 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

2.4 Amendment of e-Tender Document

At any time prior to the deadline for submission of eBids, 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 eBid 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.

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.

3.3 Period of Validity of e-Bids

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

3.4 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.

3.5 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-Bidding system, it is necessary for the Bidders to be the registered users of the e-tender portal <http://etender.up.nic.in>. For this, the Bidders have to register themselves by depositing a fee of 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-Bidding system and subsequently he/she will be allowed to carry out his/her e-Bids submission activities. Registering the Digital Signature Certificate (DSC) is a onetime activity till its validity. Before proceeding to register his/her DSC, the Bidder should first log on to the e-Bidding system using the User Login option on the home page with the Login Id and Password with which he/ she has registered as enumerated in the preceding paragraph above.

For successful registration of DSC on e-Procurement portal <http://etender.up.nic.in> the Bidder must ensure that he/she should possess Class-2/ Class-3 DSC issued by any one of certifying authorities approved by Controller of Certifying Authorities, Government of India. The Bidder may also apply to office of U.P. Electronics Corporation Limited, (UPLC) for getting DSC at the address given in the preceding paragraph above on a prescribed form available at UPLC's website www.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" & Annexure "II") 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.

4 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 11:00 A.M. of 21 February 2012.

5 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.

6 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.

7 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 Bidder's Evaluation Committee (BEC) 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 11:15 AM on 08 Oct 2012 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. After opening of the e-bids and evaluation of technical bids are done and any clarification, if required will be sought. Then financial e-bids will be opened.



SECTION - III ELIBILITY CRITERIA

The documentary evidence of the bidder's qualification to perform the Contract shall establish to the UPLC's satisfaction that the bidder is eligible as per the criteria listed below:

1.1 . **Only those Software Bidders who are empanelled in U.P. Electronics Corporation Ltd under the Service Provider Category (“B”,”C” & “D”) and Job Category – II (IT Enabled Services) vide e-bid reference no UPLC/Software /Empanelment 02/2011 and UPLC/Software /Empanelment 03/2012-13 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

1.2 The Empanelled Service provider shall submit a detailed “Work Execution Plan” to execute the entire work order in the given time frame. This Plan will elaborate the :-

- (i) Availability of no. of Data Entry Operators and Supervisors based on the no of data entries to be executed.
- (ii) Availability of Other infrastructure required for smooth execution of the Job.
- (iii) Strategy/Work Plan of completing the entire Job work within given time frame.



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

1.0 OBJECTIVES OF THE PROJECT

1.1 OSD(Librabry), Education Department, Uttar Pradesh Government, Lucknow vide their letter No. 261/15-पु०को० 1(5)/2012, dated 21.08.2012 requested UPLC to submit proposal for Data entries of books of Government District Library at each district of UP for Library Section- Education Department, Uttar Pradesh, Lucknow. Education Department has desired for the aforesaid work as contained in their said letter – "प्रदेश के विभिन्न जनपदों में स्थापित राजकीय जिला पुस्तकालयों में उपलब्ध पुस्तकों की कम्प्यूटर पर इन्ट्री का कार्य किया जाना है।"

SALIENT FEATURES OF THE DATA ENTRY WORK

- (i) The bidder would have to enter data entry of a book, each record consists of 16 to 20 fields approximately. There are 54 old districts who have more than 20,000 books and rest are new districts who have more than 6000 books.
- (ii) The bidder would be required to enter data entry of books at the premises of concerned Government District Library.
- (iii) Bidder will have to provide Expert Data Entry Operator (English & Hindi) and Stationary & consumables and other accessories required for executing the project at user's site (Project site).
- (iv) Date of completion of work should not exceed 90 working days from the date of installation of required infrastructure.
- (v) The work entrusted will be done at End Customer's Project site during office working hours on working days.
- (vi) **Data Entry will be done on Library Management Software installed at each District Library by M/s Ecole (a partner of IBM India Pvt. Ltd.).**
- (vii) **The Bidder should have an experience of data entry on such type of Library Software and Data Entry Operator should know the Library terms.**

2.0 BACK UP FACILITY

The Bidder should be able to provide solution for back-up of all data entries & documents on CDs/DVDs to be used in case of any problem in the access to regular storage for any reason whatsoever.



SECTION V – Standard Terms and Conditions

1. Prices

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, License fees, etc till delivery and installation of all the services and goods to the end-customer.

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 –IV(Terms of Reference (TOR) & Scope of Work (SOW).

5. Time Schedule/Delivery Period

The supply of Software and all other items and integrated Solution, if required in the project to the end-customer should be completed within the time 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 or Data entry work 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 and capable of executing the allotted work within given time frame as per strategy/work plan of completing the entire job work mentioned in Section-III (Eligibility Criteria)

10.2 The UPLC will award the contract 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. Allotment of Work

11.1 Total work shall be allotted to the technically qualified lowest Bidder, in case lowest bidder is capable of executing the entire work within the given time frame.

11.2 If the technically qualified bidder is not capable of executing the entire work within the given time frame then the lowest bidder will be allotted 50% of the Job work and the remaining 50% of Job work will be allotted as following: :-



- (i) Maximum 30% work shall be allotted to technically qualified L-2 Bidder at L-1 rates, in case L-2 bidder agrees for L-1 rates and is capable of executing the allotted work.
- (ii) Maximum 20% work shall be allotted to technically qualified L-3 Bidder at L-1 rates, in case L-3 bidder agrees for L-1 rates and is capable of executing the allotted work.

12. 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.
- (d) Decision on allotment of work mentioned in clause 10 & 11.

13. 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.

14. 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.

13.3 The UPLC's rights to inspect, test and, where-ever necessary, reject the work after the implementation at Project Site shall in no way be limited or waived by reason of the solution having previously been tested and passed by the UPLC or its representative.

14. Set Off.

Any sum of money due and payable to the bidder (including security deposit refundable to him) under this contract may be appropriated by the end-customer / client department or UPLC and set off the same against any claim of the end-customer / client department or UPLC for payment of a sum of money arising out of this contract or under any other contract made by the Bidder with the end-customer / client department or UPLC.



15. Warranty.

(1) The bidder shall warrant, that Data entry shall be new and free from all defects, faults and errors in computer, workmanship and manufacture and shall be of the highest grade and consistent with the established and generally accepted standards for materials of the type ordered, and shall perform in full conformity with the specifications and drawings. The bidder shall be responsible for any defects that may develop under the conditions provided by the contract and under proper use, arising from faulty entry, design or workmanship shall remedy such defects at his own cost when called upon to do so by the UPLC / END-CUSTOMER who shall state in writing in what respect the records/items are faulty. This warranty shall survive inspection or payment for, and acceptance of records/ items, but shall expire except in respect of complaints notified prior to such date; **twelve months** after the items have been taken over.

(2) If it becomes necessary for the bidder to redo the data entry work of any defective/invalid data/records feeded during data entry. If any defect is not remedied within a reasonable time, the End-customer / client department may proceed to do the work at the bidder's risk and expenses, but without prejudice to any other rights, which the End-customer / client department may have against the bidder in respect of such defects.

(3) Redo of data entry of defective/invalid data/records under warranty clause shall be made by the bidder free of all charges at site including freight, insurance and other incidental charges.

16. Penalty.

Penalty for delay in completing the work and errors in data punching will be levied and amount due will be recovered from the monthly bill submitted for payment. If there is any delay in completion of work, penalty @ 1.25% of billed amount of the work order per week will be levied subject to maximum of 10% for eight weeks. Similarly for error in data entry penalty of double the rate agreed per entry will be levied. Once work is delayed more than eight weeks then UPLC shall have right to cancel the aforesaid work order.

17. Performance Security: -

i. The selected bidder shall deposit Security deposit in the form of Bank Guarantee to the tune of 10% of the order value of work at the time of accepting the purchase order / execution of agreement towards work security and shall be called Performance Security.

ii. The proceeds of the performance security shall be payable to the UPLC / END-CUSTOMER as compensation for any loss resulting from the bidder's failure to complete its obligations under the contract.

iii. The performance security deposit shall be refunded after expiry of warranty period of last work executed provided there are no recoveries to be made arising out of poor quality of work, incomplete work and/or violation of any terms and conditions of the contract as stipulated in the bid document.



- iv. No interest will be paid to the bidder on the security deposit.
- v. If the bidder fails or neglects any of his obligations under the contract it shall be lawful for UPLC to forfeit either whole or any part of performance security furnished by the bidder as compensation for loss resulting from such failure.

18. 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 data entry work 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.

19 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 after the completion of satisfactory work.

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. Liquidated Damages

Subject to conditions of Contract if the Service Provider fails to deliver or install any or all of the Goods or to perform the Services within the period (s) specified in the Contract, the UPLC shall, without prejudice to its other remedies under the Contract, deduct from the Contract price, as liquidated damages, the sum equivalent to the rate as specified by the end-customer or any other rate as UPLC may deem appropriate, of the delivered price of the delayed Goods or unperformed Services.

22. Termination for Default

22.1 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.



22.2 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.

23. 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.

24. Termination for Convenience

24.1 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.

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. 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.

28. Code of Conduct



- a) Relationship with Client: 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) Relationship with other Service Provider: 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) Relationship with Principals: 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) Relationship with Employees: 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) Relationship with Public: 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) Intellectual Property Protection: 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.

29. 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.

30. Settlement of Disputes

- 30.1 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.



- 30.2 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.
- 30.3 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.
- 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.
- 40.5 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.
- 40.6 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

44.2 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)

.....
.....
.....

44.2 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.

SECTION VI - Technical Proposal Submission Form



Annexure -I

1- Bidder's General Information –

| SN | Particulars | Description/Details | Reference Documents | Page No. |
|-----------|--|-----------------------------------|----------------------------|-----------------|
| A. | Name of Bidding Company | | | |
| B. | Contact Details | | | |
| | a) Address | | | |
| | b) Telephone with STD Code | Mob – | | |
| | c) Fax | | | |
| | d) email | | | |
| | e) Website | | | |
| | f) Name of Managing Director/ CEO | | | |
| C. | Proof of Empanelment with UPLC as contained in Section-III (1.1) | [Enclosed Separate Sheet] | | |
| D. | Details of Strategy/ Work execution plan as per Eligibility Criteria contained in section-III (1.2) | [Enclosed Separate Sheet] | | |
| E. | Details of Availability of Other infrastructure required for smooth execution of the Job | [Enclosed Separate Sheet] | | |



2- Supervisor / Data Entry Operator (as per Eligibility Criteria contained in section-III-1.2(i) [Enclosed Separate Sheet]

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

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.....



Annexure III

DECLARATION FOR PROPOSAL SUBMISSION FORM

To,

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

Sub: Submission of Techno- Commercial Proposal against your letter **UPLC/Software /2012-13/06/03-10-2012**, Dated 03 Oct 2012.

Dear Sir,

Kindly refer your e-tender reference no. **UPLC/Software /2012-13/06/03-10-2012**, Dated 03 Oct 2012 on the subject cited above and find enclosed our Techno-Commercial Proposal on your prescribed format .

We as a Empanelled Software Vendor 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 fulfill the eligible criteria as mentioned in this tender in addition to other terms and condition aforesaid.

We are looking forward to get this opportunity.

With thanks and regards.

Your's faithfully

Date :

[authorized signatory]

Place:

Name of Firm with address

(seal)



Annexure IV

Financial Proposal Submission Form

Ref: Submission of Proposal against your RFP Reference No. **UPLC/Software /2012-13/06/03-10-2012**,

Our details financial proposal is as follows:

| S.N. | Job Description | Amount per Record | Service Tax @12.36% | Total Amount (Rs.) |
|-----------------------|--------------------------------|-------------------|---------------------|--------------------|
| 1 | 2 | 3 | 4 | 5= (3+4) |
| 1- | Data entry of Book (per book) | | | |
| 2- | Any other cost (if any) | | | |
| Total in Figures | | | | |
| Total in Words | | | | |

Date :

[authorized signatory]

Place:

Name of Firm with address

(seal)