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Request for Proposal (RFP)

**For
On-Line Database Application
Design, Development, Implementation & Maintenance Support for 1-Yr.
Establishment | Worker Registration |
CESS Calculation & Collection | Welfare Scheme Management**

Bid REFERENCE : UPLC/Software / 2013-14/ 09

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

Critical Dates

SN	Particulars	Date	Time
1	Publishing Date	18 Jul 2013	06:55 PM
2	Bid Submission Start Date	18 Jul 2013	6:55 PM Onwards
3	Bid Submission End Date	27 Jul 2013	5:00 PM
4	Bid Opening Date	27 Jul 2013	05:10 PM

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

This Document Contains — 42 pages



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e-Bid Notice (Short Term)

FOR

On-Line Database Application

**Design, Development, Implementation & Maintenance Support for 1-Yr.
(Establishment | Worker Registration |CESS Calculation & Collection | Welfare
Scheme Management) Of Labour Department, Uttar Pradesh.**

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 (“B”, ”C” & “D”) only for ***“On-Line Database Application Design, Development, Implementation & Maintenance Support for 1-Year. (Establishment | Worker Registration |CESS Calculation & Collection | Welfare Scheme Management)” Of Labour Department, Uttar Pradesh*** from 18 Jul 2013 to 27 Jul 2013 and e-Bids shall be opened on the 27 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/ 09**



**Request for Proposal
For**

“On-Line Database Application Design, Development, Implementation & Maintenance Support for 1-Year. (Establishment / Worker Registration /CESS Calculation & Collection / Welfare Scheme Management)” Of Labour Department, Uttar Pradesh

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 Department of Labour, Govt of UP

(Web Site: <http://labour.up.nic.in/labourcommissioner> and <http://labour.up.nic.in/>)

Labour Commissioner Organization

Department of Labour, Government of Uttar Pradesh

The Labour Commissioner Organization administers and enforces 33 labour laws (24 are Central legislations and 09 State legislations) to ensure, mainly, provisions relating to social justice and economic inter-dependency, improvement in working conditions, social security, and protection against harassment and exploitation of working children, women and men employed in organized sector. Labour department ensures quick disposal of industrial disputes through its conciliation machinery with a view to establish harmonious industrial relations amongst the employers and employees, so that along with growth in industrial production, the interests of workmen are also protected. The department periodically fixes the minimum wages and ensures their due and timely payment to the workmen. The labour laws are consistent with fundamental rights of citizen, the directive principles of Indian Constitution, and at international level, with standards laid down by International Labour Organisation through various conventions and recommendations.

Labour Commissioner Organization was established in 1936. Along with executive functions through its administrative set up, following wings are also established in the Organisation to enforce various labour laws and timely intervention in industrial disputes:

- Enforcement and Conciliation;
- Directorate of Factories; and
- Directorate of Boilers.

Currently 22 different sections are functioning at the headquarter under control of the Labour Commissioner, who is assisted by the following officers:

Additional Labour Commissioner (IAS/PCS)	02
Finance Controller	01
Additional Labour Commissioner	03
Director of Factories	01
Director of Boilers	01
Deputy Labour Commissioner	06
Deputy Director of Factories	01
Deputy Director of Boilers	03
Assistant Director of Boilers	05
Medical Superintendent (Ayurved)	01
Assistant Labour Commissioner	01
Finance and Accounts Officer	01



Time Study Officer	01
Publicity Officer	01
Assistant Accounts Officer	02
Labour Enforcement Officer/ Assistant Trade Union Inspector	15
Total	45

Following Regional and Sub-Regional offices, widely spread over 70 districts of the state, have been active in Labour Commissioner Organization to effectively ensure enforcement of labour laws and to maintain industrial peace:

Additional Labour Commissioner (Ghaziabad, Kanpur, Varanasi)	-	03
Deputy Labour Commissioner Lucknow, Faizabad, Gorakhpur, Allahabad, Pipari, Jhansi, Bareilly, Meerut, Saharanpur, Aligarh, Moradabad, Azamgarh, Gautambudh Nagar & Agra)	-	14
Assistant Labour Commissioner	-	22
Labour Enforcement Officer	-	147
Deputy Director of Factories	-	07
Assistant Director of Factories	-	18
Housing Inspector/Assistant Housing Inspector	-	15

Location of project implementation:

Labour Commissioner Office, G.T.Road, Kanpur – 1 Location
Regional Offices of Labour Commissioner- 17 Locations



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 **“On-Line Database Application Design, Development, Implementation & Maintenance Support for 1-Year. (Establishment | Worker Registration |CESS Calculation & Collection | Welfare Scheme Management)” Of Labour Department, Uttar Pradesh**

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 (“B”,“C” & “D”) vide e-bid reference UPLC/Software /Empanelment 02/2011-12 (only those bidder who had submitted bid against UPLC’s tender ref. no. UPLC/ Software / Empanelment 05/2013-14 for their renewal/extension /continuation with the Corporation), 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/ 09
Purpose	Request For Proposal(RFP) for selection of Software Company/Firm for “On-Line Database Application Design, Development, Implementation & Maintenance Support for 1-Year. (Establishment Worker Registration CESS Calculation & Collection Welfare Scheme Management)” Of Labour Department, Uttar Pradesh
Date of Publication of e-Bid notice	18 Jul 2013 on e-tender portal http://etender.up.nic.in and website of UPLC www.uplclko.in
Last date for submission of e-Bids	27 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	27 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.



SECTION II: INSTRUCTIONS TO BIDDERS (ITB)

1. DEFINITIONS

In this Contract, the following terms shall be interpreted:

- a. “The Software Company/Firm” means only those Software Firms/Companies who are empanelled in U.P. Electronics Corporation Ltd as Service Provides vide e-bid reference no, 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 Department of Labour, U P Government, Lucknow and Kanpur (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 Department of Labour, U P Government, Lucknow and Kanpur (UP).
- i. “Day” means a calendar day.
- j. The “End-Customer/Client Department” means the Office of Department of Labour, U P Government, Lucknow and Kanpur (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.upclco.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 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. 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-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" 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 26 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 26 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

“On-Line Database Application Design, Development, Implementation & Maintenance Support for 1-Year. (Establishment / Worker Registration /CESS Calculation & Collection / Welfare Scheme Management)” Of Labour Department, Uttar Pradesh

Project Understanding & Scope

In order to fulfill the Project Objectives in an efficient manner, below mentioned a detailed structure of the Application keeping well in mind all the concerned users of the web portal.

The purpose of this document is to describe functional requirement specifications for BOCW

- ✓ This would help to effectively manage the registration process and allocate the funds, under various welfares schemes, safety, health and other matters connected therewith or incidental thereto.
- ✓ The MIS reports will have to get the latest information about the workers all over the state and also ensure government revenue through it On-line Registration, license of commercial establishments/factories and renewal thereof under the specified labor laws.
- ✓ On-line submission of returns under various labor laws.

The Phase are as described below:

PHASE – I (SYSTEM REQUIREMENT SPECIFICATIONS)
MODULE 1.1 : Onsite Study
MODULE 1.2 : Requirement Study
MODULE 1.3 : SRS Preparation
MODULE 1.4 : SRS Report Submission

PHASE – II (APPLICATION DEVELOPMENT)
MODULE 2.1: Workers Registration
MODULE 2.2: Building/Establishment Registration
MODULE 2.3: CESS Collection



MODULE 2.4: Online CESS Payment

MODULE 2.5: Welfare Scheme Management

Separate Modules for all 11-Schemes;

- a. Accident Relief Scheme
- b. Maternity Benefit Scheme
- c. Child Benefit Scheme
- d. Meritorious student award scheme
- e. Death and funeral scheme
- f. Construction worker's Critical Illness Welfare Scheme
- g. Skill development, Technology up gradation and certification welfare scheme
- h. Construction worker's Ambulance Help Scheme
- i. Nirman Kamgar Balika Ashirvad Yojna
- j. Nirman Kamgar Putri Vivah Anudan Yojna
- k. Pension Scheme
- l. Tool allowance scheme
- m. Solar energy help scheme
- n. Residence allocation help scheme

MODULE 2.6: Budget Monitoring System

MODULE 2.7: User Management

MODULE 2.8: MIS Reporting

PHASE – III (APPLICATION DEPLOYMENT)

MODULE 3.1: Application Deployment



PHASE – IV (APPLICATION IMPLEMENTATION)

MODULE 4.1: Application Implementation

PHASE – V (Onsite Support @ Labour Commissioner Office-Kanpur for Six-months)

Providing Technical Manpower (Sr. Software Engineers with Data Entry Operators)

PHASE – VI (Annual Maintenance Support for 1-Year)

Annual Maintenance Contract between UPLC and Labour, Commissioner (Uttar-Pradesh) for the specified period. (This maintenance support is not under BO/BOOT based project)

Scope

This document captures agreement on the following:

Functional Requirements

The proposed system should allow:

1. Automation of BOCW tasks such as registration of workers & Establishment owners.
2. CESS collection & workers welfare schemes.
3. Automation of registration process all over the state across all 17 regions.
4. Online registration & renewal fee for workers & contractors.
5. Automate the building/establishment registration process all over the state across all the 17 regions.
6. Automate the CESS Collection process all over the state.
7. Online payment of CESS.
8. Automate the registration process and checklist review for various welfare schemes.

Non-Functional Requirements

1. Simple User interface for easy usability and end user comfort.
2. Integration with a suitable service provider for sending reminder SMS alerts.
3. The proposed system should have modular design so that it can be easily customized.
4. Ability to extend it to PAN India level and later to integrate it UID project.



Glossary of Terms

Term	Definition
BOCW	Building and Construction Workers
DLC	Deputy Labor Commissioner
LEO	Labor Enforcement Officer
URN	Unique Registration Number
CESS	Central Tax (Cess is term for a tax, several special taxes, such as a property/ building tax)

System Requirements

Current System

As per regulation of employment and conditions of service (ACT 1996), all Addl. Labor Commissioner's and deputy Labor Commissioner's have been notified as registering authority. Currently all labor details such as their demographic data are captured manually at different locations for registration. Once the registration has been done this help labor to avail the welfare schemes running out by the BOCW board.

The firm is registered by DLC once the Labor Inspector inspects all the corrective measures of safety guidelines at work place.

Proposed System

BOCW labor would be Internet based system to facilitate the registration of workers, establishment, for different schemes and CESS collection across the state and use of collected funds for welfare of construction workers through different welfare schemes after registering them. The system will also provide the facility of online registration for works and building and online CESS submission for building owners.

BOCW project is an initiative to assign a unique registration number to each labor and automate the registration process of labor. This unique registration number (URN) will act as an identity which can be used across 17 regions defined as per schedule. Each URN will be associated to a bank account which will neap to manage monetary transactions. Besides, this will help labor to avail necessary facilities as per regulations of act. This system will help to capture number of labor working in state.

PHASE – I (SYSTEM REQUIREMENT SPECIFICATIONS)

System Requirement Specification preparation will be the requirement gathering phase in which Bidder will have detailed discussions with the supervisors of the LABOUR COMMISSIONER OFFICE on various aspects regarding the understanding of the project.

The following activities will be covered under the scope of work:



1.1. Onsite Study

1.2. Requirement Study

1.3. SRS Preparation

Bidder will prepare the final System Requirements Specification (SRS) document at the end of the system study phase, which will cover the complete functional as well as non-functional requirements by the LABOUR COMMISSIONER OFFICE. Following is the list of point, which will be covered under the SRS document.

1. Introduction
 - a. Purpose
 - b. Document Conventions
 - c. Intended Audience
 - d. Additional Information
 - e. Contact Information/SRS Team members
 - f. References
2. Overall Description
 - a. Product Perspective
 - b. Product Functions
 - c. User classes and characteristics
 - d. Operating environment
 - e. User environment
 - f. Design/implementation constraints
 - g. Assumptions and dependencies
3. External Interface Requirement
 - a. User Interfaces
 - b. Hardware Interfaces
 - c. Software Interfaces
 - d. Communication Protocols and Interfaces
4. System Features
 - a. System Features
 - b. Description & Priority
 - c. Action/Result
5. Functional Requirements
 - a. Functional Requirements
 - b. System Flow
 - c. Data Flow
6. Non-Functional Requirements
 - a. Performance Requirements
 - b. Safety Requirements
 - c. Security Requirements
 - d. Software Quality Attributes
 - e. Project Documentation



- f. User Documentation
- 7. Appendix: Terminology/Glossary/Definitions List
 - a. List of Terminology/Glossary/Definitions
 - b. List of Conventions Used

1.4. SRS Report Submission

Finally bidder will prepare the SRS report which will contain the key learning points, if any, which the team would experience during the study phase. These key-learning points will help the other team members during the actual developments and implementation.

PHASE - II (APPLICATION DEVELOPMENT)

2.1 Module 1: Workers Registration

All the workers have to register themselves by giving their details and paying registration & renewal fees at various centers.

- a. **Workers Registration:** This form includes information like gender, age, ethnicity, knowledge of languages, mobility, home ownership, employment status, even location and family details etc.

A worker must have worked 90 days with one or more employers in one year.

A status field to capture the status of the process like application received, pending, registered.

- b. **Registration Fees:** A worker has to pay Rs.50/- as registration amount and Rs.50/- as annual renewal amount.

At the registration time, 1st year renewal amount is also accepted.

Worker will submit all required details and approved by the Labour Officers and then the records will validate.

- c. **Payment Type:** A worker can using any to the below ways:

- I. Cash
- II. Bank Challan (Bank details & challan would be captured)
- III. DD

- d. **Workers Card:** On successful registration the status is changed to register and each worker is issued a card with unique number.

- e. **Reminder System:** Reminder system for renewal fees on annual basis

- I. SMS on mobile
- II. Email if applicable
- III. Letter on correspondence address

- f. **Other Documents:** Ability to attach scanned documents, work file, photo etc with each worker record.

- g. **Generate Receipt & Print:** Ability to generate receipt like Application received etc and print it.

2.2 Module 2: Online Workers Registration

Workers would be able to register directly by visiting a website; the link of that website will be given in the <http://labour.up.nic.in>



- a. **Online Registration Form:** Filling the registration form online.
- b. **Batch Registration:** Facility to register multiple workers in batches by uploading the worker details using excel file, and making payments.
- c. **Payment:** payment can be done through NEFT/RTGS in the Labor Dept account.

2.3 Module 3: Building/ Establishment Registration

All building/establishment more than Rs.10, 00,000/- construction cost (excluding cost of land) & employing working have get registered under BOCW Act.

- a. **Building Registration:** This form includes information like name & location Address, nature of building & construction work, maximum number of workers etc.
- b. **Calculate Fee:** Fees for registration is calculated as per “UTTAR PRADESH SHASAN SHRAM ANUBHAG-2” Section 4, point no 28.
- c. **Payment Type:** A building owner can pay using any of the below ways:
 - I. Cash
 - II. Cheque
 - III. Demand Draft (DD)
 - IV. Bank Challan (Bank details & challan would be captured)
- d. **Documents:** Ability to attach scanned documents, word file, photo etc with each worker record.
- e. **Generate Receipt:** Ability to generate receipt like Application received, certificated of registration etc and print.

2.4 Module 4: CESS Collection

Establishment CESS - As per Building and Other Construction Workers' Welfare CESS Act, 1996; BOCW CESS is to be paid by the contractor who got registered under BOCW Act; within thirty days of completion of the construction project or within thirty days of the date on which assessment of CESS payable is finalized, whichever is earlier, to the CESS collector.

- a. **CESS Calculation:** The amount is 1% of the Contract Value of Construction work or the construction work carried out during the Financial Year.
- b. **CESS Collection:** Receiving amount & giving receipt to the building owner. The same would be updated against the building registration number.
- c. Reminder system to below notification on delay of CESS money to building owners
 - I. SMS
 - II. Email



III. Letter

- d. **Online Payment of CESS:** CESS can be paid online through NEFT/RTGS in the concerned account by using building owner registration number.

2.5 Module 5: Online CESS Payment

Building owners can pay their due CESS by visiting the website.

- a. View/Print Registration Details
- b. CESS payment
- c. Pending CESS details
- d. Earlier payment details

2.6 Module 6: Welfare Schemes

There is various Welfare schemes are running out in the interest of Building and Other Construction Workers launched by U.P. Building and Other Construction Welfare Board. Under these schemes various benefits are given to the workers as per specified conditions currently there are 11 welfare schemes:

- o. Accident Relief Scheme
- p. Maternity Benefit Scheme
- q. Child Benefit Scheme
- r. Meritorious student award scheme
- s. Death and funeral scheme
- t. Construction worker's Critical Illness Welfare Scheme
- u. Skill development, Technology up gradation and certification welfare scheme
- v. Construction worker's Ambulance Help Scheme
- w. Nirman Kamgar Balika Ashirvad Yojna
- x. Nirman Kangar Putri Vivah Anudan Yojna
- y. Pension Scheme

For each scheme system would have followings ONLINE Forms & Features:

- a. **Scheme Registration Form:** To add beneficiary to the scheme the worker must be registered to get the benefit of any scheme.
- b. **Documents Submission:** Ability to save scanned & other documents against every scheme registration.
- c. Receipt for submission of for the scheme (प्राप्ति रसीद)
- d. **Checklist of the Scheme:** There would be a checklist for the LEO, against which LEO will check the necessary documents& information provide is true in all respect. The LEO will fill the checklist after his investigation is complete.
- e. **Approval Process:** A defined approval process will be followed before allocation of funds to the worker (The approval process is online and updated by the concerned officer after validating the records manually).
- f. After the allocation of funds the receipt would be generated stating the scheme& amount received by the worker. (Bhugtan Praman Patra)



- g. **Status:** To get the status of each application. Funds allocated to beneficiary account

2.7 Module 7: Separate Modules for all Schemes Monitoring System

- Accident Relief Scheme
- Maternity Benefit Scheme
- Child Benefit Scheme
- Meritorious student award scheme
- Death and funeral scheme
- Construction worker's Critical Illness Welfare Scheme
- Skill development, Technology up gradation and certification welfare scheme
- Construction worker's Ambulance Help Scheme
- Nirman Kamgar Balika Ashirvad Yojna
- Nirman Kangar Putri Vivah Anudan Yojna
- Pension Scheme

2.8 Module 8: Budget Monitoring System

This module enables Head finance/ finance controller to get organized by storing and organizing all financial information in one place in a centralized, secured and managed data format so that they have a complete view of all financial aspects at any time.

Further, the Head of the finance/ finance controller gets a consolidated accounts structure for all the locations, who are maintaining the accounts separately. This system manages all type of financial aspects through different locations periodically and reports are generated according to the designated office, as per the requirement in their routine working environment. The whole solution strictly follows the all standard accounting guidelines.

Functions

- Expected Budget financial year wise, scheme wise
- Budget Sanction against expected
- Provision for recording of grant of budget, along with details all details like bank name, cheque number etc
- Fund transfer details
- Allocation of budget in different heads
- Expenditure details in different heads
- Budget Surrender in case of unconsumed amount

Reports

- Details of expected and sanctioned budget in one view
- Fund transfer letter
- Month wise expenditure details
- Budget Head wise expenditure details
- Central scheme wise expenditure details
- Fund Transfer History
- Complete view of Expected, Sanctioned, Received and Expenditure Scheme wise & Head wise



2.9 MIS Reporting

Region wise workers registered report

- a. Region wise building registered report
- b. Region wise CESS Collection
- c. Region wise CESS Pending
- d. Scheme
 1. List of beneficiary applied for schemes
 2. List of approved beneficiary/
 3. Fund allocation under the scheme.
- e. Inspection Details Report
- f. Providing Search Tool for searching any information

2.10 Master Data

- a. Worker Master Data
 1. Registration amount
 2. Renewal Fees
 3. Renewal Time Period
- b. Building Registration Master data
 1. Building registration fee calculation rules
- c. CESS Calculation
 1. Percent of CESS on Construction Cost

2.11 Inspection

Construction sites are inspected by the inspectors. If the irregularities are found regarding the norms of BOCW Act then show cause notice has been sent to the Construction companies or owner of Construction place.

There are two kind of inspection:-

- a. Welfare by Main wing officer
- b. Health & safety by inspectors

The inspection reports are sent to the Labor Commissioner by the inspection indicating the articles of the Act, which are violated by the construction company.

- a. Inspection Type & details
- b. Irregularities found details
- c. Rectify measure

2.12 User Management

The system will have role & user base approach:

Roles:

- a. Add/Edit/Delete Role.
- b. Define access right & Permission for the roles.



User:

- a. Create/edit/delete/user on role basis.
- b. User will be belonging to one role or more roles.
- c. Various users can be used using role.
- d. Only Admin user can create roles & user.
- e. User have right to change its password.

PHASE - III (APPLICATION DEPLOYMENT)

Bidder will provide team of experts who would undertake careful deployment of the developed application. The developed application as per its structure would be installed locally with some modules OR hosted on the secured web server to maintain fully secured accessibility.

The structure of the overall distribution would be detailed properly in the System Requirement Specification document.

Bidder will provide a web-hosting server for securely deploying the developed application for its seamless access over web. Detail of the web-hosting server is as follows:

- Intel Xeon Quad Core E3-1220
- RAM – 4GB
- HDD – 2*250 GB SATA
- RAID 1 / 2 NIC

Further, in order to trigger various alerts SMS, SMS Gateway will be established to enable the SMS Traffic to the desired functionaries. Various triggers that will be established for SMS will be:

- Building registration related alerts
- Worker registration related alerts
- Payment related alerts
- Other MIS alerts

Bulk SMS Service

- 1 Single and Bulk Text Messaging
- 2 Schedule SMS
- 3 Bulk SMS directly from Excel
- 4 Flash SMS
- 5 Developer API (You can integrate SMS Solution with your software and can be automated)
- 6 Grouping Functionality
- 7 Import of Address book from text and Excel Files.
- 8 Single click SMS delivery to thousands of numbers.
- 9 Personalized Sender ID's (Up to 8 Alphanumeric characters)
- 10 Unicode SMS support (Arabic, Hindi, Tamil, etc., up to 70 characters per SMS)
- 11 SMS Scheduling (Sending SMS at a designated time)
- 12 Online Address Book
- 13 Online Group Management
- 14 MIS Reports



- 15 Real Time Delivery Reports and unlimited storage of all reports.
- 16 No setup fees
- 17 Fast Delivery to all networks Nationwide Network
- 18 Free Chat/Email/Telephone Support
- 19 Easy and Immediate deployment (Only requirement is an internet connection)
- 20 NDNC Nos. can be filtered without loss of any credits.
- 21 High-speed gateway available for priority customers.
- 22 Long SMS facility available (More than 160 Characters).

Note: For using Bulk Transaction SMS services, the client would govern by TRAI norms and as per their Agreement.

PHASE - IV (APPLICATION IMPLEMENTATION)

After the Phase-V Application Deployment, there is need for the Application Implementation for the practical and real use of the application.

The following activities will be covered under the scope of work:

- Training for the users of the LABOUR COMMISSIONER OFFICE Level
- Training for the users of the Institute Level
- Training for the users of the Data Entry Agency Level
- User Manual (for the various users)
- Online Help

PHASE – V (Onsite Support @ Labour Commissioner Office-Kanpur for Six Months)

During this period Bidder will provide On-site technical support as per the need upon an agreed service level agreement. **Providing Technical Manpower (Sr. Software Engineers with Data Entry Operators)**

PHASE – VI (Annual Maintenance Support for 1-Year)

In order to upkeep and maintain the services implemented, the above-mentioned services shall bear warranty against any software (studied and finalized by the client) defects/ bugs or malfunctioning for a required period from the date of implementation. During this maintenance period, if there will be any problem related to software programming, the same shall be rectified/ replaced in maintenance contract.

Tools & Technologies

Bidder will enable the client with latest web technology providing online users an interactive and fast web service.

Since the complete application is browser based, so the client needs Internet Access (Broad Band connectivity with minimum 2mbps DTR) and Browser (Internet Explorer 7.0 or later/ Mozilla 10.0 or later/ Google Chrome) on their machine to access this application.



Note: Required Optional Support & Services for Sr. Software Engineer & Data Operators (if required)

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 (“B”, “C” & “D”) only vide e-bid reference UPLC/Software /Empanelment 02/2011-12 (only those bidder who had submitted bid against UPLC’s tender ref. no. UPLC/ Software / Empanelment 05/2013-14 for their renewal/extension /continuation with the Corporation), 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

SECTION V – Standard Terms and Conditions

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) 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.

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.
- 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)

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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

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 Electronics Corporation Ltd.
10, Ashok Marg, Lucknow.

Sub: Submission of Techno- Commercial Proposal against your letter **UPLC/Software / 2013-14/ 09**, Dated 18 Jul 2013.

Dear Sir,

Kindly refer your letter no. **UPLC/Software / 2013-14/ 09**, Dated 18 Jul 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/ 09
Our details financial proposal is as follows:

(1) First Year On-Line Database Application Design, Development, implementation & Maintenance Support Cost:-

Slh.	Deliverables	Unit	Unit Rate (INR)	Service Tax (INR)	Cost (INR)
1.	SRS- System Requirement Specification Document Preparation and SRS Detailed Project Report Submission.	1			
2.	Software Application MODULE 1: Workers Registration	1			
	Software Application MODULE 2: Building/Establishment Registration	1			
	Software Application MODULE 3: CESS Collection	1			
	Software Application MODULE 4: Online CESS Payment	1			
	Welfare Scheme Monitoring MODULE 5: Accident Relief Scheme Monitoring System	1			
	Welfare Scheme Monitoring MODULE 6: Maternity Benefit Scheme Monitoring System	1			
	Welfare Scheme Monitoring MODULE 7: Child Benefit Scheme Monitoring System	1			
	Welfare Scheme Monitoring MODULE 8: Meritorious student award scheme System	1			
	Welfare Scheme Monitoring MODULE 9: Death and funeral scheme System	1			
	Welfare Scheme Monitoring MODULE 10: Construction worker's Critical Illness Welfare Scheme Monitoring System	1			
	Welfare Scheme Monitoring MODULE 11: Skill development, Technology up gradation and certification welfare scheme System	1			
	Welfare Scheme Monitoring MODULE 12: Construction worker's Ambulance Help Scheme Monitoring System	1			
	Welfare Scheme Monitoring MODULE 13: Nirman Kamgar Balika Ashirvad Yojna	1			
	Welfare Scheme Monitoring MODULE 14: Nirman Kangar Putri Vivah Anudan	1			



	Yojna Monitoring System				
	Welfare Scheme Monitoring MODULE 15: Pension Scheme Monitoring System	1			
	Welfare Scheme Monitoring MODULE 16: Tool allowance scheme Monitoring System	1			
	Welfare Scheme Monitoring MODULE 17: Solar energy help scheme Monitoring System	1			
	Welfare Scheme Monitoring MODULE 18: Residence allocation help scheme System	1			
	Software Application MODULE 19: Budget Monitoring System	1			
	Software Application MODULE 20: Design, Development & Implementation of SMS & E-mail Updating Application to make system compatible with SMS & e-mails	1			
	Software Application MODULE 21: Design, Development & Implementation of MIS Reports and Searching Tools with Dashboard & User Management System	1			
3.	Application Deployment, Implementation and Training at Two Locations (Lucknow & Kanpur) for One-Month.	2- Locations			
4.	Onsite Manpower Support & Services to run these Modules (for Six Months):- (a) Sr. Software Engineer (b) Data-Operators	2 2			
5.	Payment Gateway	1			
6.	Payment Gateway Integration Charges with developed Application	1			
7.	SMS Package for One-Year	2500000 For One Year			
8.	QSMS for One-Year	1 For One Year			
9.	Domain Name Registration for One-Year	1 For One Year			
10.	Hosting Solution with a dedicated server for One-Year	1 Year			



(2) Optional Services and item descriptions with Commercials:-

(2.1) SMART CARD

Sln.	Deliverables	Unit	Unit Rate (INR)	Tax (INR)	Cost (INR)
1.	SMART CARD preparation for all Labour/ Worker with following support & services; [a] Data entry job for Labour/ Worker registration [b] SMART CARD for Labour/ Worker with SCOSTA 64KB specifications. [c] SMART CARD Personalization: Personalized information like Name, Enrolment number, Blood Group, Address etc. [d] SMART CARD Printing job.	1			

(2.2) Annual Maintenance Charges for IInd Year:-

1.	AMC of Web Based Software Modules (from Module 1 to Module 21) (Please Quote your financial in Percentage (%) only)				%
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Date :
Place:

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