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Request for Proposal (RFP)
FOR
SCANNING AND DIGITIZATION OF RECORDS & MAPS AVAILABLE WITH
LUCKNOW DEVELOPMENT AUTHORITY, LUCKNOW

Bid REFERENCE

: UPLC/Software /2013-14/03

E-tender Portal

: <http://etender.up.nic.in>

Critical Dates

SN	Particulars	Date	Time
1	Publishing Date	23 Apr 2013	6:55 PM
2	Bid Submission Start Date	23 Apr 2013	7:15 PM Onwards
3	Bid Submission End Date	02 May 2013	5:00 PM
4	Bid Opening Date	02 May 2013	05:10 PM

Place of Opening e-Bids

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

This Document Contains – 31 pages



Index

SN	Contents	Page Nos
1	e-Bid Notice	3
2	Introduction (about LDA)	5
3	SECTION I : Letter of Invitation	6
4	SECTION II: INSTRUCTIONS TO BIDDERS (ITB)	7
5	SECTION III: TERMS OF REFERENCE (TOR) AND SCOPE OF WORK	14
6	SECTION IV – BIDDER'S ELIGIBILITY CRITERIA	16
7	SECTION V - STANDARD TERMS AND CONDITIONS	17
8	SECTION VI - TECHNICAL PROPOSAL SUBMISSION FORM (Annexure I&II)	29
9	DECLARATION FOR PROPOSAL SUBMISSION FORM (Annexure III)	31
10	FINANCIAL PROPOSAL SUBMISSION FORM (Annexure IV)	32



e-Bid Notice

FOR

SCANNING AND DIGITIZATION OF RECORDS & MAPS AVAILABLE WITH LUCKNOW DEVELOPMENT AUTHORITY, LUCKNOW

Online e-bids are invited from the Service Providers, who are already empanelled with U.P. Electronics Corporation Limited under Job Category II (IT Enabled Services) for Scanning and Digitization of Records/Maps available with Lucknow Development Authority (LDA) from 23 Apr 2013 to 02 May 2013 and e-Bids shall be opened on the 02 May 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 /2013-14/03**



Request for Proposal
For
SCANNING AND DIGITIZATION ZOF RECORDS & MAPS AVALAIBALE
WITH LUCKNOW DEVELOPMENT AUTHORITY, LUCKNOW (LDA)

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 Lucknow Development Authority (LDA), UP

(Website : www.ldalucknow.com)

Lucknow is the capital city of Uttar Pradesh, the most populous state of India. Lucknow is also the administrative headquarters of Lucknow District and Lucknow Division. Lucknow is popularly known as the The City of Nawabs. It is also known as the Golden City of the East, Shiraz-i-Hind and The Constantinople of India. Today, Lucknow is a vibrant city that is witnessing an economic boom and is among the top ten fastest growing non-major-metropolitan cities of India. It is the second largest city in Uttar Pradesh state. The unique combination of its cultured grace and newly acquired pace is its most promising feature that augurs well for the future.

Lucknow Development Authority established in 1974 under the Uttar Pradesh Urban Planning & Development Act 1973, LDA has progressed from small beginnings to embrace an overreaching authority in the development scenario of Lucknow. In consonance with the aspirations of modern India, LDA aims at coordinated and planned development of a historical city: to enable Lucknow to achieve pride of place as the worthy capital of the largest State of the country which has played a very important role in the Freedom Struggle, to extend urban infrastructure to absorb the pressures of a rapidly changing society, and to provide an environment which would enable the utmost satisfaction level of all sections of its inhabitants.

Housing is a basic human requirement of any civilized society. With the growth of urbanization, cities have been expanding alarmingly in the last few decades, which has resulted in haphazard growth of urban areas as well as acute housing shortage. Housing and Urban Planning Department was established to ensure planned development of urban areas and create an enabling environment to provide affordable housing. The multiplicity of urban laws has always been a nightmare for the urban populace. Lack of information and transparency in official transactions were some of the factors responsible for this state of affairs. The Department has taken a step to reach the citizens to make them aware of the laws, policies, programmes and procedural simplifications carried out.

Major Real Estate Area in Lucknow

Jankipuram : Best location for residential

Raibareli Road : Both Residential & commercial

Sultanpur Road : Both Residential & commercial

Faizabad Road : Both Residential & commercial

Mahanagar: Best location for residential

Rajaji Puram : Best location for residential

Ashiyana : Best location for residential

Kanpur Road : Both Residential & commercial

Gomti Nagar : Best location for residential



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 scanning and digitizing the records/maps available with Lucknow Development Authority (LDA), 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 Job Category – II (IT Enabled Services) vide e-bid reference no **UPLC/Software /Empanelment 02/2011, UPLC/Software /Empanelment 03/2012-13& UPLC/Software /Empanelment 04/2012-13**, are eligible to participate in this Tender. e-Bids submitted by any other bidders will be treated as non responsive and will not be considered against this e-Bid.
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 /2013-14/03
Purpose	Request For Proposal(RFP) for selection of Software Company/Firm for implementation of the work of scanning and digitizing the records/maps available with Lucknow Development Authority (LDA), Lucknow.
Date of Publication of e-Bid notice	23 Apr 2013 on e-tender portal http://etender.up.nic.in and website of UPLC www.uplclko.in
Last date for submission of e-Bids	02 May 2013 up to 06.00 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	02 May 2013 at 06.15 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 Lucknow Deevlopment Authority (LDA).
- 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, UPLC/Software /Empanelment 03/2012-13& UPLC/Software /Empanelment 04/2012-13.
- 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 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.
- f. “The Contract” means the agreement entered into between the UPLC on behalf of end Customer Department i.e. Lucknow Development Authority (LDA), 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 for the various consultancy assignment 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 Lucknow Development Authority (LDA).
- j. “Day” means a calendar day.
- k. The “End-Customer/Client Department” means the Lucknow Development Authority (LDA).

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.upclko.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

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

2. Documents Establishing Bidder's Qualification

The Bidder shall furnish, as part of Technical Proposal (Annexure I & II), documents establishing the Technical 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. 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.

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 7593/- 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 them 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.

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 06.00 P.M. of 7 February 2012.

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 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 6.15 PM on 10-02-2012 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: TERMS OF REFERENCE (TOR) AND SCOPE OF WORK

1.0 OBJECTIVES OF THE PROJECT

1.1 Lucknow Development Authority (LDA), Vipin Khand, Gomati Nagar, Lucknow vide their letter No. 32/ES/Camp/13, dated 16.04.2013 requested UPLC to submit proposal for Scanning and Digitization of their Records/maps available with them for Lucknow District. LDA has desired for scanning and digitization as contained in their said letter - “ जनपद लखनऊ में उपलब्ध सम्पत्ति अनुभागों से सम्बन्धित समस्त पत्रावलियों को स्कैन/डिजिटाइज्ड कर समग्र डेटाबेस 4 माह में तैयार किया जाना है।”

Note:- for further details you may contact to Sri S.B. Bhatnagar, Executive (Systems), Lucknow Development Authority, Naveen Bhawan, Vipin Khand, Gomti nagar, Lucknow (UP).

1.2 UPLC invites e-bid from vendors for software solutions for digitizing its documentary and for scanning services etc by adopting following methods. Acquisition and deployment of the Software application from the Service Provider along with the Servers/Computers pertaining to all the aspects of digitization i.e. Scanning, Storing, Indexing and retrieval of the records. This involves providing high speed scanners and carrying out the scanning, storing, Indexing and allied activity related to documents at end user's site.

Scope of Work

- 1) Pre Scanner Stage
 - a) Collection of files from LDA staff
 - b) Cleaning of dust from the files.
 - c) Numbering of file pages if not found in the files.
 - d) Preparing files pages for scanning [UN tagging, unflagging, pin free if required , etc]
- 2) Post Scanner Stage
 - a) After scanning, arrange the files in serial order [in original form]
 - b) Tagging and reflagging the files in serial order.
 - c) Hand over the files to LDA staff after QC.

Technical Specification

- 1) Maintain the database for all scanned files that includes the regular backup and updating the master database.
- 2) Software for viewing the digitized files including prescribed indexing and sorting functionality. The selected company/firm will have to modify the software and make it operational.
- 3) The indexing of PDF/A files shall be as per following details-
 - a) Application, allotment [auction/lottery], registry of property, Possession, onetime payment or installment [EMI] fixation or any other found necessary during scanning process.
- 4) The sorting files, therein shall be as per following requirements-
 - a) Scheme wise output.
 - b) Type of property wise [Residential, Commercial, Other]



- c) Category wise [EWS, LIG, HIG, MIG, both for plots as well as for constructed houses],
 - d) Concerned section and clerk wise and
 - e) Application or allot tee wise.
 - 5) Final formats of scanned file shall be single PDF/A file with indexing and page numbering.
 - 6) All pages of final output shall be clearly legible and optimized for viewing over the internet. Scanned document should not be blurred, folded, too dark or too light to read etc.
 - 7) The selected company/firm shall have to work within the LDA offices at designated place provided by LDA.
 - 8) Out of total pages in a typical file most of pages are of A4 and legal paper size which will requires A4/Legal size scanners. Some pages maybe smaller than A4/Legal size and there may be few pages of more than A4/Legal size-A3/A2 up to A0. The fragile and mixed size of pages should be scanned using different types of scanners. The vendor should have a mix to perform the job. The mix of scanners shall include at least one A3 size scanner, some A4 size ADF scanners, some A4 size flatbed scanners and at least one overhead A2 scanner which can scan in both Flat and V-shaped cradle format for extremely fragile files and at least one AO size scanner for scanning maps.
 - 9) Configuration of scanner shall be as per following specifications:
 - a) Minimum resolution [dpi]:300
 - b) Minimum speed of offered scanners shall be 20 pages per min [PPM].
- C) **Other conditions:**
- 1) The required standard furniture, place to install machines and electricity will be provided by LDA. All other required scanners, computers, ups, and other necessary H/W & S/W will be provided by the selected company firm.
 - 2) LDA will provide the files to authorize representative of the vendor under proper receipt and it will be the responsibility of the successful bidder to accomplice the task of scanning/digitization after following all the processes.
 - 3) It will be responsibility of the vendor to return the document to LDA under acknowledgement in the same shape and condition in which it was taken.
 - 4) The vendor will insure that the files handed over to him are kept in proper and safe condition and no document is soiled/lost /misplaced/damaged.
 - 5) The vendor after successfully storing the data on his/her its own computer shall transfer the same on the computer/server of LDA along with a DVD/Hard disk.
 - 6) The vendor shall ensure complete secrecy and confidentiality of the documents handed over to it. Disclosure of document in any form by the successful bidder shall be considered as breach of contract.
 - 7) Upon receipt of instructions from LDA the successful bidder shall delete the scanned/digitized data stored on his computer.
 - 8) The scanned /digitized record will be the property of LDA. The service provider shall have no right, title or interest in it and shall not use it in any manner. The vendor shall indemnify LDA against all third party claims of infringement of patent, trademark/copyright/intellectual property rights or industrial design rights arising from the use of the supplied software/hardware/manpower etc, and related services or any part thereof.
 - 9) Minimum 30,000 files per months are to be scanned.
 - 10) The vendor should have adequate experience to perform the aforesaid assignment.

Note: The indexing and sorting as mentioned in para 3,4 of technical specification is indicative and shall be finalized after the selection of vender.



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 – II (IT Enabled Services) and Service Provider Category ("B", "C" & "D") only vide e-bid reference no UPLC/Software /Empanelment 02/2011, UPLC/Software /Empanelment 03/2012-13 & UPLC/Software /Empanelment 04/2012-13.

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

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

SECTION V – Standard Terms and Conditions

1. Prices



- 1.1 The total Prices (F.O.R. destination) quoted by the Service Provider should be will be F.O.R. destination and inclusive of all prevalent Taxes e.g. VAT, Service Tax, Duties, Licence fees, etc till delivery and installation of all the services and goods to the end-customer.
- 1.2 The prices charged for the Systems/items supplied under the contract by the Service Provider shall in no case, exceed the lowest price at which the Service Provider sells the goods or offers to sell items of identical description to any person/organizations, Central or State Government Departments etc as the case may be, till the signing of the Contract.
- 1.3 If at any time during the said period, the Service Provider reduces the 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.

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 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 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. 120 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 scanning and digitization of noozal records and at final acceptance are as follows:

14.1

- (i) Service Provider shall intimate to the UPLC indicating that the developed Supported 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 Bidder 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 solution 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.

14.3 **Manual and Drawing**

14.3.1 The Technical Documentation involving detailed instruction for operation is to be delivered with every unit of the equipment supplied. Before the goods and equipment taken over by the representative of the project site(s), the Service Provider shall supply operation/user manual together with equipment if any. These shall be in such detail as will enable the UPLC/end-customer to operate all the equipment as stated in the specifications.

14.3.2 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.

14.3.4 Unless and otherwise agreed the application SW, goods and equipment shall not be considered to be completed for the purpose of taking over until such manuals as stated in the purchase order and Manufacturers/Service Provider's warranty certificate have been supplied to the UPLC/end-customer.

15. **Insurance**

For delivery of goods at site, the insurance shall be obtained by the Service Provider at their cost of the entire value of the goods from warehouse of the Service Provider to the final destinations of installation defined as project site on "All Risks" basis . It will be the sole responsibility of the Service Provider to file the claim, if any, with the Insurance Company immediately after occurrence of any eventuality.

16. **Transportation**

The Service Provider is required under the Contract to transport the Goods to the specified destinations within U.P/other location, as required, defined as Project sites.

17. **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.

18. **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) It shall be the responsibility of the Service Provider for the implementation and execution of the project in which hardware items are also required in it. The required hardware shall be procured by the Service Provider as per hardware procurement policy of U.P. Government/UPLC. The Service Provider shall procure the required hardware from the OEM with warrantee support from them. The Service Provider shall submit an undertaking that they shall be deploying the required manpower/representative (with list of manpower with their telephone numbers that may be given to the client department) to be deployment/ posted at the locations required in the project/ required by the client department for smooth services during implementation and warranty period.
- d) The Service Provider warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models and the developed system is based on the latest technologies and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Service Provider further warrants that all Goods supplied under this Contract shall have no defect arising from design materials or workmanship or from any act or omission of the Service Provider that may develop under normal use of the supplied Goods in the conditions prevailing in the country.
- e) The warranty shall be on-site, comprehensive for all the equipments, parts and components (excluding consumable items but including print heads, drum of Laser Printers, batteries of UPS, Projector Lamp and plastic parts). The period of warranty shall be considered from the date of successful installation and acceptance of goods or 3 months more than warranty period from the date of delivery at project sites, whichever occurs earlier for all the items. The Service Provider shall in addition comply with the performance guarantees specified under the contract. If for reasons attributable to the Service Provider, these guarantees are not attained in whole or in part, the Service Provider shall, make such changes, modifications and or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests.
- f) The UPLC shall promptly notify the Service Provider in writing of any claims arising under this warranty.
- g) During warranty period, the defective item or component shall be replaced or repaired whatever required, by the Service Provider or the service centre authorised by the Service Provider, to the satisfaction of the user departments. Period for correction of defects in the warranty period is 48 hrs.
- h) The Service Provider shall guarantee a 98% uptime of H/W, peripherals and all other items required to run the system smoothly.
- i) If any items give continuous trouble say two times in one month during the warranty period, the Service Provider shall replace those items with new one without any additional cost to UPLC/end-customer.

19. 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.

20. 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.

21. 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.

22. 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.

23. 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.

24. Termination for Default

- 24.1 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.
- 24.2 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.

25. 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.

26. Termination for Convenience

- 26.1 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.
- 26.2 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.

27. Right to use defective equipment

If after delivery, acceptance and installation and within the warranty period, the operation or use of the equipment proves to be unsatisfactory, the UPLC/end-customer shall have the right to continue to operate or use such equipment until rectification of defects, errors or omissions by repair or by partial or complete replacement is made without interfering with the UPLC/end-customer's operation at its own risk and cost.

28. 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.

29. 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.

30. 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.

31. 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.

32. 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.

33. 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.



34. 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.

35. 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.

36. 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.

37. 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.

38. Force Majeure

- 38.1 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.
- 38.2 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.

39. Settlement of Disputes

- 39.1 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.
- 39.2 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.
- 39.3 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 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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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

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			



4.0 The Bidder will provide all the following informations:-

4.1	Number of Desktop systems (configuration & OS) you propose to install on site.	
4.2	Number of Scanners to be installed (with scanning/digitizing speed, Duty cycle and other features)	
4.3	Other Hardware equipment you propose to provide	
4.5	Number of UPS (configuration) you propose to install on site.	
4.6	Number of technical persons to be deputed by you for the work (with details of their educational qualification, experience, functions etc.)	
4.7	How much space you require to execute the work.	
4.8	How long you estimate to complete the work in all respect	
4.9	What would be the output/days in terms of number of pages that can be Scanned/ digitized, indexed, stored and retrievable?	
4.10	Maintenance and technical support service to be provided after supply of the scanned & digitized images	
4.11	Methodology to be used for Scanning/digitizing.	
4.12	Any other relevant information (The Information required is not exhaustive, Bidder are required to include all information that may be necessary for such type of projects.)	

5.0 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.....



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 /2013-14/03**, Dated 23 Apr 2013.

Dear Sir,

Kindly refer your letter no. **UPLC/Software /2013-14/03**, Dated 23 Apr 2013 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 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.

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 /2013-14/03**,

Our details financial proposal is as follows:

S.N.	Job Description	Amount	Service Tax @ 12.36%	Total Amount (INR)
1-	For A4/Legal Paper Size			
2-	For A3 Paper Size			
3-	For A0 Paper Size			
Total financial quote of the captioned assignment - in words				

Important Note:-

(Above mentioned rates are inclusive of all taxes including service tax, fee, charges etc. The above rates are also inclusive of software modification, installation of software and output as prescribed in the scope of work (Section – III).

Date :

[authorized signatory]

Place:

Name of Firm with address

(seal)