

U.P. Development Systems Corporation Ltd.

2nd Floor, Uptron Building, Near Gomti Barrage, Gomti Nagar, Lucknow - 226 010
(A U.P. Government Undertaking)

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BIDDING

FOR

EMPANELMENT OF COMPANIES/FIRMS OF PROVEN CAPABILITIES AS MANPOWER SUPPLIER FOR PROVIDING SERVICES OF DIFFERENT KINDS OF MANPOWER ON TEMPORARY/CONTRACTUAL BASIS TO VARIOUS DEPARTMENTS/ORGANISATIONS

Bid Reference	: UPDESCO/Empanelment/2015-16-II/MS
Website	: http://etender.up.nic.in
Date of Publishing	: 06-10-2015
Last Date and Time for Submission of Bids	: 05-11-2015 upto 3:00 PM
Date and Time of opening of Bids	: 05-11-2015 at 4:00 PM
Place of opening of bids	: U. P. Development Systems Corporation Ltd., 2 nd Floor, Uptron Building, Near Gomti Barrage, Gomti Nagar, Lucknow - 226 010
Bid Processing Fee in form of DD (Non-refundable)	: Rs 13,680=00 (Rupees thirteen thousand six hundred eighty only) including Service Tax
Security in form of DD/BG (refundable)	: Rs 2,00,000/- for category "A" Rs 1,00,000/- for category "B" Rs 50,000/- for category "C"

This Document Contains -- 30 Pages

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INVITATION FOR BIDS

This invitation for bids is for empanelment of registered and experienced Companies/Firms of proven capabilities as Manpower Supplier for providing services of different kinds of manpower on temporary/contractual basis to various departments/organisations in UPDESCO for the period upto 31-12-2016.

1. Bidders are advised to study the Tender Document carefully. Submission of bids against this tender shall be deemed to have been done after careful study and examination of the procedures, terms and conditions of the Tender Document with full understanding of its implications. Bidder should submit its bid electronically on e-procurement website <http://etender.up.nic.in> by adopting the procedure given in the tender. After submission of e-bids by the bidder on website, the original and spiral bound hard copy of the same should also be submitted in the office of UPDESCO on or before the last date and time. If the last date of submission is declared as holiday, the original hard copy of bids shall be accepted by UPDESCO up to the appointed time on next working day. However, the last date for submission of e-bids on e-procurement website "<http://etender.up.nic.in>" shall remain same i.e. 05/11/2015 upto 3:00 PM even if this date is declared as holiday. It is mandatory to submit e-bids on website <http://etender.up.nic.in>. The original hard copy of e-bids of only those bidders shall be considered whose e-bids are found submitted on the website and downloaded at the time of opening of e-bids. The bidders who shall only submit original hard copy of e-bids in UPDESCO but their e-bids are not found on website <http://etender.up.nic.in> at the time of opening of e-bids shall be rejected.
2. The bids prepared in accordance with the procedures enumerated in ITB Clause 6 of Section-I should be submitted through e-procurement website <http://etender.up.nic.in> by following the procedures given in ITB clause 11 of Section-I.
3. The tender document is available at e-procurement website <http://etender.up.nic.in>. Interested bidders may view, download the bidding document and submit their bids up to the date and time mentioned in the table below:

(a)	Date of publication of tender notice	06/10/2015
(b)	Availability of tender document on website	06/10/2015 from 9:00 AM
(c)	Bid submission start date & time (Submission of tender & processing cost and other supporting documents in PDF format)	06/10/2015 from 9:00 AM
(d)	Bid submission end date & Time	05/11/2015 upto 3:00 PM
(e)	Online technical bids opening date & time	05/11/2015 at 4:00 PM
(f)	Venue of opening of technical bids	U.P. Development Systems Corporation Ltd., 2 nd Floor, Uptron Building, Near Gomti Barrage, Gomti Nagar, Lucknow (U.P.), PIN – 226 010.
(g)	Contact officer	<ul style="list-style-type: none"> • H.C. Gupta, Manager (Systems) M: 9335075944 Email: gupta_hc@yahoo.com • V.K. Maurya, Asst.Manager (Programming) M: 9335075942 Email: vkmaurya@yahoo.com
(h)	Tender Processing Fee in the form of Demand Draft (non-refundable)	Rs. 13,680=00 (Rupees Thirteen Thousand Six Hundred Eighty Only) including Service Tax
(i)	Security to be deposited along with the Bid Document in the form of Demand Draft/Bank Guarantee (refundable)	Rs 2,00,000/- for category "A" Rs 1,00,000/- for category "B" Rs 50,000/- for category "C"

4. The bidders need to submit the tender processing fee and security as stated in the above table through Demand Draft/Bank Guarantee in favour of "U.P.Development Systems Corporation Ltd., Lucknow" along with their bids. The scanned copy of the Demand Draft/Bank Guarantee must be submitted along with the e-bids and the original Demand Draft/Bank Guarantee should reach the office of UPDESCO at Lucknow on or before bid submission end date & time.

5. UPDESCO reserves the right to cancel any or all the bids/ annul the bidding process without assigning any reason thereof.
6. All the required documents should be submitted physically along with the bid in sealed cover and uploaded by the bidder electronically in the PDF format. It is suggested that the PDF files should be made in grey scale using the minimum appropriately readable resolution so that the size of the files is minimized for fast uploading on the website. The required electronic documents for each document label of Technical (Fee details, Declaration by the Bidder, Capability Statement & Annexures and Qualification details) schedule/packet can be clubbed together to make single different file for each label. The size of single label file should not exceed 4.5 MB and the total size of all the four document labels preferably should not exceed 10 MB.
7. The companies who are registered for e-tendering with nodal agency U.P. Electronics Corporation Ltd. (UPLC), 10, Ashok Marg, Lucknow (UP) would only be eligible for participating electronically in this tender as well as in e-Tendering system of U.P. Govt. departments. All companies who have not registered themselves with UPLC for e-tendering till date can get their registration done by depositing a filled in form issued by UPLC alongwith a fee of Rs. 6000.00 for participating electronically in this tender and other e-Tenders of U.P.Govt. departments. The companies/firms may contact the Nodal Agency nominated for e-Tendering System in U.P. which is U.P. Electronics Corporation Ltd. (UPLC), 10, Ashok Marg, Lucknow (UP) phone numbers 0522-2288750 (O), 0522-2286809 (O) or 0522-4130303 (Ext. 303, 304 & 307) for their Registration/ Digital Signature Certificate related queries.
8. Companies who are empanelled at present or who have applied for empanelment but their bids have not been finalized due to certain reason, they have to participate in this tender a fresh.

SECTION I : INSTRUCTIONS TO BIDDERS (ITB)

(A) THE BIDDING DOCUMENTS

1 Cost of Bidding

- a) The Bidder shall bear all costs associated with the preparation and submission of its bid and U.P. Development Systems Corporation Ltd., Lucknow hereinafter referred to as "UPDESCO", will in no case be held responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.
- b) This tender document is available on the web site "<http://etender.up.nic.in>" to enable the bidders to view, download the bidding document and submit their bids up to the last date and time mentioned in tender notice/ tender document against this tender.
- c) The bidders shall have to pay tender processing fee of Rs. 13,680.00 (Rupees Thirteen Thousand Six Hundred Eighty Only) through Demand Draft payable in favor of U.P. Development Systems Corporation Ltd., Lucknow. This tender document and processing cost will be non-refundable to the bidders.
- d) The bidders shall have to pay security of Rs. 2,00,000/-, Rs 1,00,000/- and Rs 50,000/- for category "A", "B" and "C" respectively through Demand Draft/Bank Guarantee payable in favor of U.P. Development Systems Corporation Ltd., Lucknow. This security will be refundable to the bidders.
- e) The scanned copy of the Demand Drafts must be submitted along with the e-bids and the original Demand Drafts should reach U.P. Development Systems Corporation Ltd., Lucknow on or before bid submission end date & time.

2 Contents of Bidding Documents

- 2.1 The services required to be delivered, bidding procedures and other terms and conditions are prescribed in the bidding documents. The bidding documents include:
 - (a) Invitation for Bids
 - (b) Section I : Instruction to Bidders (ITB)
 - (c) Section II : Requirements for Empanelment
 - (d) Section III : Capability Statement
 - (e) Annexure-1 to Annexure-6.
- 2.2 The Bidder is expected to examine all instructions, forms, terms and specifications in the bidding documents. Failure to furnish all information required as per the bidding documents or submission of a bid not responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of his bid.

3 Amendment of Bidding Documents

- 3.1 At any time prior to the deadline for submission of bids, UPDESCO may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bidding document by amendments. Such amendments shall be posted/ uploaded on the e-procurement website <http://etender.up.nic.in> through corrigendum and shall form an integral part of bid documents. The relevant clauses of the bid documents shall be treated as amended accordingly.
- 3.2 It shall be the sole responsibility of the prospective bidders to check the web site <http://etender.up.nic.in> time to time for any amendment in the tender document. In case of failure to get the amendments, if any, UPDESCO shall not be held responsible.
- 3.3 In order to allow prospective bidders a reasonable time to take the amendment into account in preparing their bids, UPDESCO, at its discretion, may extend the deadline for the submission of bids. Such extensions shall be posted/up-loaded on the e-procurement website <http://etender.up.nic.in>.

(B) PREPARATION AND SUBMISSION OF BIDS

4 Language of Bid

The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and UPDESCO shall be written either in Hindi or English language. The correspondence and documents in Hindi must be accompanied by embedded/separate Hindi font files. Only English numerals shall be used in the bid.

5 Page Numbering of Bid

The bidder shall give running serial numbers on all the pages in increasing order after preparing the complete bid document along with all the annexures/enclosures. These pages numbers(s) have to be mentioned in the Capability Statement of Section-III.

6 Documents Constituting the Bid

The technical bid prepared by the Bidder shall comprise the following components:

- (i) **Fee details** – includes copies of Tender/Bid processing fee and Security furnished in accordance with ITB Clause 1 and 8 in PDF format.
- (ii) **Declaration by the Bidder** – includes signed copy of declaration and Requirements for Empanelment as per Section-II in PDF format.
- (iii) **Capability Statement and Annexures** – includes filled in signed capability statement as per Section-III and Annexures-1, 2, 3, 4 and 5 in PDF format.
- (iv) **Qualification Details** – includes copies of required documents as per ITB Clause 17.1 in PDF format justifying that the Bidder is qualified and meets the criteria for empanelment.

7 Documents Establishing Bidder's Qualification

Pursuant to ITB Clause 6, the Bidder shall furnish, as part of its Technical Bid, documents establishing the Bidder's qualification to perform the Contract if its bid is accepted. The documentary evidence should be submitted by the bidder electronically in the PDF format. It is suggested that the PDF files should be made in grey scale using the minimum appropriately readable resolution so that the size of the files is minimized for fast uploading on the website.

8 Bid Processing Fee and Security

8.1 Pursuant to ITB Clause 6, the Bidder shall furnish, as part of its Technical Bid, documents establishing the Bidder's qualification to perform the Contract if its bid is accepted. The documentary evidence should be submitted by the bidder electronically in the PDF format. It is suggested that the PDF files should be made in grey scale using the minimum appropriately readable resolution so that the size of the files is minimized for fast uploading on the website.

8.2 The bid processing fee shall be in Indian Rupees and shall be in the following forms only:

The bid processing fee and security of the above amount shall be submitted in the form of Demand Draft payable in favor U.P. Development Systems Corporation Ltd., Lucknow.

8.3 Any bid not secured in accordance with ITB Clauses 8.1 and 8.2 above shall be treated as non-responsive and rejected by UPDESCO.

9 Period of Validity of Bids

9.1 Bids shall remain valid for 150 days after the date of bid opening prescribed by UPDESCO, pursuant to ITB Clause 12. A bid valid for a shorter period shall be rejected by UPDESCO as non-responsive.

- 9.2 In exceptional circumstances, UPDESCO may solicit the Bidder's consent to an extension of the period of bid validity. The request and the response thereto shall be made in writing. A Bidder may refuse the request without forfeiting its bid processing cost.

10 Format and Signing of Bid

- 10.1 The Bidder shall prepare one electronic copy of the Technical Bid.
- 10.2 The bid documents shall be digitally signed, at the time of uploading, by the DSC of Company/firm or its authorized representative whose DSC is authenticated with registered User-Id given for Company/firm on e-procurement website "<http://etender.up.nic.in>". All the pages/documents of the bid shall also be signed manually by the competent person authorized to sign the bid before converting them into PDF and uploading them as bidding documents.

11. Submission of Bids

Bidder should submit its bid electronically on e-procurement website <http://etender.up.nic.in> by adopting the procedure given in the tender. After submission of e-bids by the bidders on website, the original and spiral bound hard copy of the same along with soft copy in MS-Work file of the bid on CD including tender cost and processing cost in the form of original bank draft should also be submitted in the office of UPDESCO in sealed cover clearly marked on the top of the envelop "Bid for Manpower Supplier" and should reach Managing Director, U. P. Development Systems Corporation Ltd., 2nd Floor, Upron Building, Near Gomti Barrage, Gomti Nagar, Lucknow - 226 010" on or before the last date and time mentioned in the tender.

The Bid Submission module of e-procurement website "<http://etender.up.nic.in>" enables the bidders to submit the e-bids online against this tender published by UPDESCO. Bid Submission can be done only from the Bid Submission start date and time till the Bid Submission end date and time given in the tender. Bidders should start the Bid Submission process well in advance so that they can submit their bids in time. The bidders should submit their bids considering the server time displayed in the e-procurement website. 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 tender schedule. Once the bid submission date and time is over, the bidders cannot submit their e-bids. For delay in submission of 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:

- 11.1 For participating in bids through the e-tendering system, it is necessary for the bidders to be the registered users of the e-procurement website "<http://etender.up.nic.in>". 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-226001 for getting a valid User ID and Password on e-procurement website "<http://etender.up.nic.in>". The bidders may contact U.P. Electronics Corporation Ltd., 10, Ashok Marg, Lucknow Phone Nos. 0522-4130303 (O), E-Mail – upclko@gmail.com for getting registered at the e-Procurement website "<http://etender.up.nic.in>".
- 11.2 In addition to the normal registration, the bidder has to register with his/her Digital Signature Certificate (DSC) in the e-tendering system and subsequently he/she will be allowed to carry out his/her bid submission activities. Registering the Digital Signature Certificate (DSC) is a one time activity. Before proceeding to register his/her DSC, the bidder should first log on to the e-tendering system using the User Login option on the home page with the Login Id and Password which he/ she has got as per clause 11.1 above.

For successful registration of DSC on e-procurement website <http://etender.up.nic.in>, the bidder must ensure that he/she should possess Class-2/ Class-3 DSC issued by any one of the following certifying authorities approved by Controller of Certifying Authorities, Government of India such as Mahanagar Telephones Nigam Ltd. (MTNL), New Delhi and Tata Consultancy Services (TCS), Mumbai, Customs & Central Excise, New Delhi; Institute for Development & Research in Banking Technology, Hyderabad; Safe Script, Chennai and (n)Code Solutions, Ahmedabad. The bidder should also contact the office of U.P. Electronics Corporation Ltd.

(UPLC) at the address given in clause 11.1 of the tender document for confirming and checking status of their DSCs.

The bidder is also advised to register his/her DSC on e-procurement website 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 tender. The bidder can perform User Login registration/creation and DSC registration exercise as described in clauses 11.1 and 11.2 above even before bid submission date starts. UPDESCO shall not be held responsible if the bidder tries to submit his/her e-bid at the last moment before end date of submission but could not submit due to DSC registration or any other technical problem.

- 11.3 The bidder can search for active tenders through "Search Active Tenders" link, select a tender in which he/ she is interested in and then move it to 'My Tenders' folder using the options available in the Bid Submission menu. After selecting and viewing the tender, for which the bidder intends to bid, from "My Tenders" folder, the bidder can place his/ her bid by clicking "Pay Offline" option available at the end of the view tender details form. Before this, the bidder should download the tender document and study it carefully. The bidder should keep all the documents ready as per the requirements of tender document in the PDF format.
- 11.4 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 Tender Processing Fee offline payment details. After entering and saving the Tender 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 documents as per Technical (Fee details, Declaration by the Bidder, Capability Statement & Annexures and Qualification Details) schedule/packet given in the tender details. The details of the Demand Draft or any other accepted instrument which is to be physically sent in original before bid submission end date & time, should tally with the details available in the scanned copy and the data entered during bid submission time otherwise the bid submitted will not be accepted.
- 11.5 Next the bidder should upload the Technical Bid documents for Fee details (Tender Processing Fee), Declaration by the Bidder as per Section-II, Capability Statement as per Section-III & Annexures 1 to 5 and Qualification Details as per ITB Clause 17.1 of tender document. Before uploading, the bidder has to select the relevant Digital Signature Certificate. He may be prompted to enter the Digital Signature Certificate password, if necessary. For uploading, the bidder should click "Browse" button against each document label in Technical schedule/packet 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 (Fee details, Declaration by the Bidder, Capability Statement & Annexures and Qualification Details) schedule/packet can be clubbed together to make single different file for each label.
- 11.6 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.
- 11.7 After successful submission of bid documents, a page giving the summary of 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.
- 11.8 UPDESCO reserves the right to cancel any or all bids without assigning any reason.

12 Deadline for Submission of Bids

- 12.1 Bids must be submitted by the bidders on e-procurement website <http://etender.up.nic.in> no later than the date and time specified in the tender document.
- 12.2 UPDESCO may, at its discretion, extend this deadline for submission of bids by amending the bid documents in accordance with ITB Clause 3, in which case all rights and obligations of

UPDESCO and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

13 Late Bids

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

14 Withdrawal and Resubmission of Bids

- 14.1 At any point of time, a bidder can withdraw his/ her bid submitted online before the bid submission end date and time. For withdrawing, the bidder should first log in using his/ her Login Id and Password and subsequently by his/ her Digital Signature Certificate on the e-procurement website <http://etender.up.nic.in>. The bidder should then select "My Bids" option in the Bid Submission menu. The page listing all the bids submitted by the bidder will be displayed. Click "View" to see the details of the 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.
- 14.2 The bidder can resubmit his/ her bid as and when required till the bid submission end date and time. The bid submitted earlier will be replaced by the new one. The payment made by the bidder earlier will be used for revised bid and the new bid submission summary generated after the successful submission of the revised bid will be considered for evaluation purposes. For resubmission, the bidder should first log in using his/ her Login Id and Password and subsequently by his/ her Digital Signature Certificate on the e-procurement website <http://etender.up.nic.in>. The bidder should then select "My Bids" option in the Bid Submission menu. The page listing all the bids submitted by the bidder will be displayed. Click "View" to see the details of the bid to be resubmitted. After selecting the "Bid Resubmission" option, click "Encrypt & Upload" to upload the revised bid documents by adopting the methodology provided in clauses 11.4 to 11.7.
- 14.3 The bidders can submit their revised bids as many times as possible within the scheduled date & time for submission of bids.
- 14.4 No bid can be resubmitted subsequently after the deadline for submission of bids.

(C) BID OPENING AND EVALUATION OF BIDS

15 Opening of Technical Bids by UPDESCO

- 15.1 UPDESCO will open all technical bids at scheduled date and time given in the Tender Document at U.P. Development Systems Corporation Ltd., 2nd Floor, Uptron Building, Near Gomti Barrage, Gomti Nagar, Lucknow-226010. In the event of the specified date of bid opening being declared a holiday for UPDESCO then the bids shall be opened on next working day and at the same scheduled time in the office of UPDESCO.
- 15.2 The bids of only those bidders shall be considered for evaluation that are found responsive to the terms and conditions of this tender document. The bids that are found non-responsive to the terms and conditions of tender document shall be out-rightly rejected and no cost shall be returned to the bidder.

16 Clarification of Bids

During evaluation of bids, UPDESCO may, at its discretion, ask the Bidder for a clarification of his/her bid. The request for clarification and the response shall be in writing.

17 Evaluation of technical bids and Evaluation Criteria

UPDESCO will examine the bids to determine whether they are complete, whether they meet all the conditions of the tender, whether required tender document and bid processing cost and other required documents have been furnished, whether the documents have been properly signed, and whether the bids are generally in order. Any bid or bids not fulfilling these requirements shall be rejected.

17.1 Technical evaluation of the bids shall be done as per requirements and experience given in the tender based on the following parameters. The bidders shall submit the copies of following as documentary proof for the same:-

- (i) Scanned copy of original demand draft/bank guarantee towards Tender Processing Fee (non-refundable) and Security (refundable). However the original of above Demand Draft/Bank Guarantee to be submitted to UPDESCO.
- (ii) Scanned copies of the Job award, their values and successful Job completion certificates and other supporting documents of the related areas/fields for any of the preceding two financial years are essential.
- (iii) Scanned copy of documents in support of permanent employees as mentioned in Annexure-3.
- (iv) Scanned copy of Company's Audited/Certified Balance sheet and P/L account (clearly showing the CA's name, address and Registration number) of any of the preceding two financial years.
- (v) Scanned copy of Turnover Certificate from the Chartered Accountant in IT/ITES related jobs as filled in the CAPABILITY STATEMENT (CS).
- (vi) Scanned copy of original Income Tax Return (ITRs) of any of the preceding two financial years.
- (vii) Scanned copy of Income Tax Audit 3CD, 3CB (digitally signed) and VAT Audit Report Form 23, Form 26.
- (viii) Scanned copy of relevant pages of Memorandum and Article of Association showing objectives of the company/Organization and Registration Certificate.
- (ix) Scanned copy of original certificate showing the date of existence/incorporation of the Company/firm.
- (x) Scanned copy of original documents in proof of Company/firm's premises owned/leased or on rent.
- (xi) Scanned copy of PAN card of the company/firm
- (xii) Scanned copy of Service tax registration number and return of the company/firm.
- (xiii) Scanned copy of Employees' Provident Fund (EPF) Registration No. and return of the company/firm.
- (xiv) Scanned copy of Employees State Insurance Registration and return of the company/firm.
- (xv) Scanned copy of ISO 9000 or CMM-3 certificate, obtained by the company/firm.
- (xvi) Scanned copy of original Duly Notarized Affidavit on Non-judicial Stamp Paper of Rs 100/- regarding non-blacklisting of company/firm on the Performa given in the Tender Document at Annexure 5. However, the original of above Notarized Affidavit should be submitted in UPDESCO.

17.2 A team of UPDESCO may carry out physical inspection and verification of the information given by the bidder in their infrastructure setup at any time during or after the empanelment of the bidder.

18 Contacting UPDESCO

- 18.1 Subject to ITB Clause 16, no Bidder shall contact UPDESCO on any matter relating to his/ her bid, from the time of the bid opening till the time of disposal of his/her bid. If the bidder wishes to bring additional information to the notice of UPDESCO, he/ she can do so in writing.
- 18.2 Any effort by a Bidder to influence UPDESCO in its decisions on bid evaluation may result in rejection of the Bidder's bid.

(D) AWARD OF CONTRACT AND OTHER CONDITIONS

19. Selection of Manpower Suppliers

Tenders received will be evaluated on the basis of requirements and experience and other terms and conditions given in the tender and the empanelment of successful bidders will be done. UPDESCO may inspect the facilities existing in the bidder's premises at any time prior or after the empanelment of the bidder. The Manpower Suppliers will be selected on the basis of their existing experience, manpower availability, technical competence and experience of working in the related field(s). Manpower Suppliers may be empanelled for different expertise, levels of competence required in the areas/fields given in the tender.

20. Period of Empanelment

The empanelment of the Manpower Suppliers will be for the period upto 31-12-2016.

21. Allocation of work

The work will be allocated in the following manner:

- An initial System requirement, cost and man-days requirement assessment will be done by UPDESCO. Based on the estimated requirements, limited tenders will be invited from the Manpower Suppliers' panel having demonstrable competence in the required field, from categories equal to or above the estimated cost of the project. The selection will be based on the proven competence and lowest value.

22. 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 empanelled Manpower Supplier: Dealings with other empanelled Manpower Suppliers 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 empanelled Manpower Suppliers ought to be respected; and no engagement in harmful, disappearing or predatory tactics will be entertained.
- c) Relationship with Principals: Empanelled Manpower Suppliers 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: Empanelled Manpower Suppliers 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: Empanelled Manpower Suppliers 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: Empanelled Manpower Suppliers 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 Manpower Suppliers will automatically stand terminated.

23. Use Of Documents And Information For Projects

The empanelled Manpower Suppliers shall not, without UPDESCO's prior written consent, disclose any document containing specification, plan, drawing, pattern, sample or information furnished by or on behalf of client in connection therewith to any person other than a person employed by the Manpower Suppliers 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.

24. Intellectual Property Rights (IPR) and Replication Rights

IT/ITES Application plans, drawings, specifications, design, reports and other documents prepared by the Manpower Suppliers in the execution of the allotted Job order shall become and remain the exclusive property of UPDESCO. The Source Code of the Application Software and the documents will be the exclusive property of UPDESCO and UPDESCO will have the Intellectual Property Rights (IPR) and Replication Rights on developed software and documents. Manpower Suppliers 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 client after its completion at respective stages along with its soft copies on the latest media available at that time.

25. Agreement:

If an Agreement/MOU is required to be signed by UPDESCO with the client department for execution of the Job order, an Agreement/MOU with similar clauses shall have to be signed by the concerned empanelled Manpower Supplier with UPDESCO on back to back basis for smooth execution of the order.

26. Warranty Period and Maintenance for Projects

- a) The Manpower Suppliers shall be responsible for providing technical support for the successful running of the software/system so developed/deployed during the period of Warranty (one year or otherwise specifically mentioned in the client's order, from the date of its delivery and successful installation).
- b) The empanelled Manpower Suppliers may be required to provide maintenance support of the developed software, provided to the client, under the Specific Job awarded to the empanelled Manpower Supplier, for the period mutually agreed upon with the client.
- c) It shall be the responsibility of the Manpower Supplier 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 Manpower Supplier from hardware division of UPDESCO if UPDESCO's hardware division procures such items. The Manpower Supplier 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 deployed/posted at the locations required in the project/required by the client department for smooth services during implementation and warranty period.

27. Taxes and Duties

The empanelled Manpower Suppliers shall be solely responsible for all Taxes, Duties, License fees, Service Tax, Octroi etc. applicable from time to time. Manpower Suppliers will deliver products and Services at the cost (all inclusive) as per terms and conditions of the

Work Order released by UPDESCO. No additional cost will be payable.

28. Termination For Default

UPDESCO may, without prejudice, to any other remedy for breach of contract, or on default by the empanelled Manpower Suppliers, terminate the contract in whole or in part if:-

- a) The empanelled Manpower Supplier fail to deliver any or all of the obligations within the time period(s) specified in the work order/contract, or any extension thereof granted by the client.
- b) The empanelled Manpower Supplier fail to perform any other obligation(s) under the work order/contract.
- c) The empanelled Manpower Supplier fails to submit all the materials including software and documentation work towards assigned job to the client/UPDESCO.

29. Termination / Suspension of Empanelment

- a. UPDESCO may at any time terminate empanelment of any empanelled Manpower Suppliers without compensation to the Manpower Supplier, if the empanelled Manpower Suppliers becomes bankrupt or otherwise insolvent or / and
- b. UPDESCO may at any time terminate the empanelment of any empanelled Manpower Suppliers for its convenience due to degraded performance of assigned work or due to false information provided by empanelled Manpower Suppliers during empanelment.
- c. UPDESCO may terminate empanelment of empanelled Manpower Suppliers on violation of Code of Conduct.

30. Settlement of Disputes

30.1 If any dispute or difference of any kind whatsoever shall arise between UPDESCO and the Manpower Supplier in connection with or arising out of the Contract the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

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

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

30.4

30.4.1 In case of dispute or difference arising between the UPDESCO and a domestic Manpower Supplier relating to any matter arising out of or connected with this agreement, such dispute or difference shall be settled in accordance with the Arbitration and Conciliation Act 1996.

30.4.2 The Principal Secretary/Secretary, I.T. & Electronics Department, Govt. of U.P. both in case of foreign supply as well as Indian supply shall be the sole arbitrator.

30.4.3 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.

30.4.4 The decision of the sole arbitrator shall be final and binding upon both parties. The cost and expenses of arbitration proceedings will be paid as determined by the sole arbitrator. However the expenses incurred by each party in connection with the preparation, presentation etc. of the proceedings shall be borne by each party itself.

30.5 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) UPDESCO shall pay the Manpower Supplier any monies due to the Manpower Supplier.

31. Limitation of Liability

31.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Patent Rights.

(a) the Manpower Supplier shall not be liable to UPDESCO, 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 Manpower Supplier to pay liquidated damages to UPDESCO and

(b) the aggregate liability of the Manpower Supplier to UPDESCO, whether under the Contract, in tort or otherwise, shall not exceed the total value of order under this Contract.

32. UPDESCO's right to accept any bid and to reject any or all Bids

UPDESCO reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to the affected Bidder or bidders.

33. All payments will be received directly by UPDESCO. Running payment will be provided to the Manpower Suppliers as required by the job, and mentioned in the work order.

34. The empanelment as Manpower Supplier shall also be guided by the terms and conditions as given at Annexure-I. The bidder has to accept by signing these terms and conditions.

35. Empanelment of Manpower Suppliers will strictly be done for category "A", category "B" and category "C" if Job award, value and Job completion certificates are annexed in original (or duly certified copies from competent government authority) as per the terms and conditions of the tender in the Technical bid. If no documents are attached, as specified, the tender shall be rejected.

36. All the documents required should be submitted along with the technical bid of the tender only.

37. Printed conditions of the bidder submitted in the bid will not be binding on UPDESCO.

38. The bidding documents, before converting them into PDF files, shall be free from cutting and erasures. However, alterations, if any, in the bidding documents should be attested properly by the bidder before conversion into PDF files, failing which the bid of the bidder is liable to be rejected.

39. Bids not conforming to any or all the above terms and conditions are liable to be rejected.

40. Incomplete bids are liable to be rejected. Bids found with false information shall stand rejected.

41. All disputes are subject to Lucknow jurisdiction only.

SECTION II : REQUIREMENTS FOR EMPANELMENT

1. The bids only from reputed and experienced bidders for application software development, operational training and software maintenance and data centre management: support and facility management and support with deployment of skilled manpower of relevant experience are invited for empanelment as Manpower Suppliers of UPDESCO for the period upto 31-12-2016 against this invitation for bids. The bidders of proven capabilities in the above areas/fields would be empanelled against this notification.
2. The main services that are expected to be given by bidders are as follows:-
 - i) Manpower deployment on temporary basis at user department site.
 - ii) Deployment of appropriate people/resources as per requirement given below:-

Sr.	Role	People/ Resources
1.	Service Portfolio Management	Project Manager
2.	Demand Management	Project Manager
3.	IT Financial Management	Administration specialist
4.	Service Level Management	System specialist, Database specialist, Storage and back-up specialist, Network & Security Specialist
5.	Availability Management	System specialist, Database specialist, Storage and back-up Specialist, and Network & Security Specialist
6.	Capacity Management	Project Manager
7.	IT Service Continuity Management	Project manager and Administration specialist
8.	Information Security Management	Network and security specialist
9.	Supplier Management	Administration specialist
10.	Service Catalogue Management	Project Manager
11.	Service Asset & Configuration Management	System specialist, Database specialist, Storage and back-up specialist, Network & Security Specialist and Infrastructure specialist
12.	Validation and Testing	System specialist, Database specialist, Storage and back-up specialist, and Infrastructure specialist
13.	Release & Deployment Management	Administration Specialist, System specialist, Database specialist, Storage and back-up specialist, and Infrastructure specialist
14.	Change Management	Project Manager
15.	Knowledge Management	Project Manager
16.	Event Management	System specialist, Database specialist, Storage and back-up specialist, Network & Security Specialist and Infrastructure Specialist
17.	Incident Management	System specialist, Database specialist, Storage and back-up specialist, Network & Security Specialist and Infrastructure specialist
18.	Problem Management	System specialist, Database specialist, Storage and back-up specialist, Network & Security Specialist and Infrastructure specialist
19.	Request Fulfillment	System specialist, Database specialist, Storage and back-up specialist, Network & Security Specialist and Infrastructure specialist
20.	Access Management	System specialist, Database specialist and Infrastructure specialist
21.	Service Measurement and Reporting	System specialist, Database specialist, Storage and back-up specialist, Network & Security Specialist and Infrastructure specialist
22.	Operation	Computer operator, supervisor, call centre assistant

3. Categorization of Manpower Suppliers

The Manpower Suppliers shall be categorized into the following three categories based on their experience and infrastructure availability:

3.1. Categories

- 3.1.1. Manpower Suppliers competent to provide services with an estimated value more than Rs. 25 lakhs --**category –‘A’**
- 3.1.2. Manpower Suppliers competent to provide services with an estimated value more than Rs. 10 lakhs but less than Rs. 25 lakhs --**category –‘B’**.
- 3.1.3. Manpower Suppliers competent to provide services with an estimated value upto Rs. 10 lakhs --**category –‘C’**.

3.2. Manpower Suppliers shall have to bid for empanelment in any one of the above category.

4. Requirements and Experience

4.1 Manpower Suppliers competent to provide services with an estimated value more than Rs. 25 lakhs -- **category –‘A’**.

Manpower Supplier Company:

- (1) should be at least three years old. Audited/Certified Balance sheets and P/L for any of the preceding 02 financial years out of last three financial years completed are essential.
- (2) Income Tax Returns (ITRs) for any of the preceding 02 financial years out of last three financial years completed.
- (3) should have completed successfully at least three jobs of minimum value Rs. 25 lakhs each, since financial year 2011-12 – Job award and successful Job completion certificates are essential.
- (4) annual turnover of Rs 100 lakhs for any of the preceding 02 financial years.

4.2. Manpower Suppliers competent to provide services with an estimated value more than Rs. 10 lakhs but less than Rs. 25 lakhs --**category –‘B’**.

Manpower Supplier Company:

- (1) should be at least two years old. Audited/Certified Balance sheets and P/L for any of the preceding 02 financial years out of last three financial years completed are essential.
- (2) Income Tax Returns (ITRs) for any of the preceding 02 financial years out of last three financial years completed.
- (3) should have completed successfully at least three jobs of minimum value Rs 10 lakhs each, since 2011-12 – Job award and successful Job completion certificates are essential.
- (4) annual turnover of Rs 50 lakhs for any of the preceding 02 financial years.

4.1. Manpower Suppliers competent to provide services with an estimated value upto Rs. 10 lakhs -- **category –‘C’**.

Manpower Supplier Company:

- (1) should be at least one year old. Audited/Certified Balance sheet and P/L for any of the preceding one financial year is essential.

- (2) Income Tax Return (ITR) for any of the preceding 02 financial years out of last three financial years completed.
- (3) should have completed successfully at least three jobs of minimum value Rs 3 lakhs each, since 2011-12 – Job award and successful Job completion certificates are essential.
- (4) annual turnover of Rs 10 lakhs for any of the preceding 02 financial years out of last three financial years completed.

Signature, name and designation of authorized signatory

DECLARATION BY THE BIDDER

It is hereby declared that I/We, the undersigned, have read and examined all the requirements, terms and conditions of the tender document for which I/We have signed and submitted the bid under proper lawful Power of Attorney. It is also certified that all the requirements, terms and conditions of the tender document are fully acceptable to me/us and I/We will abide by the conditions.

This is also certified that I/We/our principals have submitted all the documents as per technical bid requirements, terms and conditions for empanelment as Manpower Supplier of UPDESCO.

Date:

Signature:

Address:

Name:

Designation:

On behalf of:

(Company Seal)

SECTION III : CAPABILITY STATEMENT (CS)

Sr. No.	Particulars	Compliance
1	Category applied for (A/B/C)	
2	Name of Company/Firm (Attach registration document)	(Bid Page No.)
3	Address of Company/Firm	
4	Phone No.	
5	Fax No.	
6	Website (Yes/No) If Yes, URL address	
7	Email	
8a	Whether the Bidder has submitted Tender Processing Fee of Rs 13,680/- (including Service Tax) (Attach)	DD No. dated of amount Rs 13,680/- drawn on
8b	Whether the Bidder has submitted Security of Rs 2,00,000/-, Rs 1,00,000/-, Rs 50,000/- for category "A", "B" and "C" respectively (Attach)	DD/BG No. dated of amount Rs drawn on
9	Lucknow Address, Ph., Fax & Email of Company if any	
10	Premises owned/lease/on rent (Attach proof)	(Bid Page No.)
11	Area of Premises in Sq.M. or Sq.Feet	
12	Date of Existence/Incorporation (Attach Certificate)	(Bid Page No.)
13	Memorandum and Article of Association showing objectives of the company/firm (Attach)	(Bid Page No.)
14	ISO, CMM Certificate(s) (if any)	(Bid Page No.)
15	Trade Tax / VAT No. of bidder	(Bid Page No.)
16	PAN No. of bidder	(Bid Page No.)
17	Service Tax Registration No.	(Bid Page No.)
18	Employees' Provident Fund (EPF) Registration No.	(Bid Page No.)
19	Employees' State Insurance (ESI) Registration No.	(Bid Page No.)
20	Name & Designation of CEO/ Director/Managing Director	

21	Mobile No. and Email	
22	Name & Designation of Contact Person	
23	Mobile No. and Email	
24	Balance Sheet for Annual Turnover, Income Tax Return and Service Tax Return submitted (in reverse chronological order)	
(i)	Year 2014 - 2015	Turnover (Rs. in lacs): (Bid Page No.)
		Profit as per ITR: (Bid Page No.)
		Service Tax deposited (Bid Page No.)
(iii)	Year 2013- 2014	Turnover (Rs. in lacs): (Bid Page No.)
		Profit as per ITR: (Bid Page No.)
		Service Tax deposited (Bid Page No.)
(iii)	Year 2012 - 2013	Turnover (Rs. in lacs): (Bid Page No.)
		Profit as per ITR: (Bid Page No.)
		Service Tax deposited (Bid Page No.)
25	Job award and Job completion certificates during preceding 03 FYs in case of Manpower Supplier as per Annexure-2? (Attach)	
(i)	Job Order 1	Ref.No.: Date: Scope of Work: Name of customer organisation: Value of Project: (Bid Page No.) Completion Certificate: Ref.No.: Date: Certificate awarding authority: (Bid Page No.)
(ii)	Job Order 2	Ref.No.: Date: Scope of Work: Name of customer organisation: Value of Project: (Bid Page No.) Completion Certificate: Ref.No.: Date: Certificate awarding authority: (Bid Page No.)

(iii)	Job Order 3	Ref.No.: Date: Scope of Work: Name of customer organisation: Value of Project: (Bid Page No.) Completion Certificate: Ref.No.: Date: Certificate awarding authority: (Bid Page No.)		
26	Total Strength of Personnel as per Annexure-3			
	No. of Marketing Personnel	No. of Technical Personnel	No. of Supporting Staff	
(Bid Page No.)				
27	Whether has LAN installed with adequate desktops and server, network printer, DJ/DMP, scanner and UPS with adequate capacity and dedicated internet connectivity as per Annexure-4?	(Bid Page No.)		
28	Whether bidder has Genuine and Licensed software?	List of Genuine and Licensed Softwares: (Bid Page No.)		
29	Whether the aforesaid Company/their Directors/ Partners/Promoters/ Subsidiary Units Tried /Under trial by the Court /Govt. Investigating Agencies? If yes, furnish the details otherwise mention as "No". Attach Notarized Affidavit as per Annexure enclosed?	(Bid Page No.)		

Signature, name and designation of authorized signatory

Terms and Conditions of Empanelment with UPDESCO

1. The Manpower Supplier may be empanelled with other I.T. Company/Organisation of I.T. & Electronics Department, Government of Uttar Pradesh. However, the empanelled company/firm shall not bid for the same assignment on behalf of the other IT Company of IT & Electronics Department, GoUP if the company is submitting its proposal in UPDESCO. An undertaking in this regard will have to be submitted by the empanelled company/firm in UPDESCO.
2. The empanelment of the Manpower Supplier will be for a period upto 31-12-2016. The Manpower Supplier shall submit a single security in the form of Demand Draft/Bank Guarantee in favour of "Uttar Pradesh Development Systems Corporation Ltd." payable at Lucknow as follows:-
 - Category A = Rs 2,00,000/- (rupees two lacs only)
 - Category B = Rs 1,00,000/- (rupees one lac only)
 - Category C = Rs 50,000/- (rupees fifty thousand only)

This security shall be returned to the Manpower Supplier after end of validity of empanelment or on receipt of written request for the same.
3. The Manpower Supplier and UPDESCO shall work together in the respective areas/fields for providing quality services.
4. The job from the client department will be allotted to UPDESCO. UPDESCO will allocate the work to the empanelled Companies as follows:-
 - a) An initial System requirement, cost and man-days requirement assessment shall be done by UPDESCO.
 - b) Based on the estimated cost of work requirements of the department, sealed quotations/ e-bids shall be invited from the Companies' panel having demonstrable competence in the required areas/fields, from categories equal to or above the estimated cost of the project.
 - c) The selection shall be based on the proven competence and lowest quotation.
 - d) At the time of allotment of the work to the Manpower Supplier, an MOU / Agreement defining the terms and conditions of the project will have to be signed between UPDESCO and the Manpower Supplier.
5. The limit of single work being executed through Manpower Supplier has been kept Rs 10.00 lacs (maximum) for category "C", Rs 25.00 lacs (maximum) for category "B" and no upper limit for category "A".
6. All correspondence with the client will be done by UPDESCO.
7. Payment from the client will be made to UPDESCO and UPDESCO will pass on the payment to the concerned Manpower Supplier as per the terms and conditions of MOU / Agreement.
8. The release of payments by UPDESCO to the Manpower Supplier shall be back to back, meaning thereby that payment to Manpower Supplier will be made only on receipt of corresponding payment from the client, after deduction of UPDESCO share.
9. In case where work proposal has been invited from UPDESCO, empanelled Manpower Supplier is not allowed to submit his proposal in that particular department. In case of

open tender, the empanelled Manpower Supplier is free to participate directly even if UPDESCO is participating. Violation of this term would lead to disqualification of Manpower Suppliers and their empanelment shall be cancelled and they will be barred from getting themselves re-empanelled for a period of atleast 5 years.

10. If a Manpower Supplier represents and obtains work directly from any client by mentioning their empanelment in UPDESCO, their empanelment shall stand cancelled and any damages suffered by UPDESCO shall be recovered from the Manpower Supplier.
11. UPDESCO reserves the right to inspect the site of the Manpower Supplier at any time and if the infrastructure is not found adequate as per this tender requirements, the empanelment of the Manpower Supplier will be cancelled.
12. If the Manpower Supplier hides some information or gives a wrong information or is found misrepresenting, empanelment of that Manpower Supplier shall be cancelled and UPDESCO would not be under any obligation to give any clarification or damages.
13. This empanelment is being done under the Policy and Rules of UPDESCO and amendments incorporated in this policy from time to time by UPDESCO and which shall be binding on the Manpower Supplier. Any violation of the same shall lead to cancellation of empanelment of the Manpower Supplier.
14. Manpower Supplier shall not divulge any contents of this agreement, in part or whole without express written permission of UPDESCO.
15. The Manpower Supplier shall have to be careful, diligent and show workman like manner in conformity with the accepted standard practices as per industry norms.
16. UPDESCO reserves the right to cancel the empanelment of the Manpower Supplier without any prior notice, if any, of the above condition is violated.
17. Any dispute arising out of related with this empanelment shall be subject to the jurisdiction of Lucknow only.
18. If a Manpower Supplier is found to obtain jobs/services by means of using fraudulent techniques then their empanelment shall be cancelled and punitive actions may be initiated against them.
19. After completion of the software development project/job, the deliverables by the Manpower Supplier to UPDESCO and to the client department/organisation shall be as follows :-
 - (i) Installable software modules.
 - (ii) Final version of the source code of the software.
 - (iii) Installation procedure.
 - (iv) Operation procedure.
 - (v) Documentation of the application software (module wise).
 - (vi) Related supporting routines / DLLs.
 - (vii) Operational Training.

Signature, name and designation of authorized signatory

NOTARISED AFFIDAVIT

(On Non Judicial Stamp Paper of Rupees One Hundred only)

I, aged aboutyears, Son of Sri
....., Resident of
....., the Deponent, do hereby solemnly affirm and state on oath as under:-

1 That the Deponent is the authorized representative of M/s
.....(Name and address of Company/Organization) and holding the position of
..... in the above Company/Organization. Deponent is duly
authorized to sign and swear this Affidavit on behalf of M/s.....
..... .

2 That the above Company/Organization has applied and submitted documents etc for
empanelment with U. P. Development Systems Corporation Ltd., 2nd Floor, Uptron Building,
Near Gomti Barrage, Gomti Nagar, Lucknow in response of Tender Notice for Empanelment
bearing Ref No: UPDESCO/Empanelment/2015-16-II/MS for areas/fields given in this tender.

3 That the Deponent submits the following information declaring that the above named
Company/Organization is empanelled with the following Nodal Agency/Agencies of the State
of U.P. Government under IT & Electronics Department:

Sl. No.	Name of Nodal Agency	Validity Date and Period of Empanelment

(If not empanelled with any of the Nodal Agencies, please fill-in "NIL" information)

4 That the Deponent further declares that they have applied for empanelment of their
Company/Organization with the Nodal Agency/Agencies namely
M/s.....
..... and in case of their
selection by the said Nodal Agency/Agencies, Deponent shall inform the same to U. P.
Development Systems Corporation Ltd. within a period of three days.

(If not applied for, "NIL" information may be filled-in)

5 That the Deponent declares that above named Company/Organization /their Associated Company/Firm/Society was Blacklisted

..... (Give name of Company/Organization) by (Name of Department of State / Central Govt./Public/ Private Limited Company / Firm/ Society/ Any other Agency (please specify the name of Agency)

(If not Blacklisted, "NIL" information may be filled-in, otherwise furnish the detail)

6 That the Deponent declares that above named Company/Organization / their Associated Company/Firm/Society and/or any or all of their Directors/ Partners/Promoters trialed or under trial by the Court / Govt. Investigating Agencies

(Give the details with Name of Company / Firm / Society/ their Associated Company/Firm/ Society)

(If no enquiry is pending or contemplated, "NIL" information may be filled in)

7 That the Deponent declares that the Police/Vigilance/CBI enquiry is pending against above named Company/Firm/Society/their Associated Company/Firm/Society and/or any or all of their Directors/ Partners/Promoters, is being conducted by the following Department of State/Central Government:-

.....
.....

DEPONENT

Date:
Place:

VERIFICATION

Deponent above named do hereby verifies that the contents of Paragraphs 1 to 7 of this Affidavit are true and correct to the best of my knowledge. No part of it is false and nothing material information is concealed there from. So help me God. Verified on Day of (Month and Year) at (Name of place).

DEPONENT

Date:
Place:

STATEMENT OF CHECKLIST

The bidder is required to include scanned copies of following documents in their e-bids that are mandatorily to be submitted by them on e-procurement website <http://etender.up.nic.in>. After submission of e-bids by the bidders on website, the original and spiral bound hard copy of the same should also be submitted in the office of UPDESCO on or before 05/11/2015 upto 4:00 PM. If the last date of submission is declared as holiday, the original hard copy of bids shall be accepted by UPDESCO up to the appointed time on next working day. However the last date for submission of e-bids on e-procurement website "<http://etender.up.nic.in>" shall remain same i.e. 05/11/2015 upto 3:00 PM even if this date is declared as holiday.

Sl.No.	Required Documents	Submitted (Yes/No)
1	Tender Processing Fee and Security in accordance with ITB Clause 1	
2	Signed Declaration	
3	Signed Requirements for Empanelment as per Section-II	
4	Signed Capability Statement as per Section-III	
5	Signed Terms and Conditions of Empanelment as per Annexure-1	
6	Signed Statement of Experience and Competence in related areas/fields as per Annexure-2	
7	Job award and successful job completion certificates, as mentioned in Annexure-2, during each of the preceding two years as per clause 4.1-(3)/ 4.2-(3)/ 4.3-(3) of Section II	
8	Signed Statement of Manpower Available in related areas/fields as per Annexure-3	
9	Documents in support of available manpower as mentioned in Annexure-3	
10	Notarised Affidavit as per Annexure-4	
11	Company's Balance Sheet and P/L Account in any of the preceding 02 financial years	
12	Income Tax Return (ITR) for any of the preceding 02 financial years	
13	Relevant pages of Memorandum and Article of Association showing objectives of the company/firm	
14	Certificate showing the date of existence/incorporation	
15	Proof of Company's premises owned/leased or on rent	
16	Income tax registration number and Return of the company/firm	
17	Service Tax registration number and Return of the company/firm	
18	Employees' Provident Fund (EPF) Registration No. and Return of the company/firm	
19	Employees' State Insurance (ESI) Registration No. and Return of the company/firm	
20	ISO/CMM certificate, if any	

Signature, name and designation of authorized signatory

MODEL FORM OF BANK GUARANTEE

In consideration of the Governor of Uttar Pradesh (hereinafter called “the Government”) having agreed, to exempt -----
----- (hereinafter called “the said Contractor(s)”) from the demand, under the terms and conditions of an Agreement, dated -----
----- made between ----- and -----
----- for ----- (hereinafter called “the said Agreement”), of security deposit for the due fulfillment by the said Contractor(s) of the terms and conditions contained in the said Agreement, on production of a bank guarantee for Rs. --
----- (Rupees ----- only) we, -----
----- (hereinafter referred to as “the Bank”) at
(indicate the name of the bank)

the request of -----/contractor(s)/do hereby undertake to pay to the Government an amount not exceeding Rs.-----
against any loss or damage caused to or suffered or would be caused to or suffered by the Government by reason of any breach by the said Contractor(s) of any of the terms of conditions contained in the said Agreement.

2. We ----- do hereby undertake to pay the amounts

(indicate the name of the bank)

due and payable under this guarantee without any demur, merely on a demand from the Government stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Government by reason of breach by the said contractor(s) of any of the terms or conditions contained in the said Agreement or by reason of the contractor(s) failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. -----.

3. We undertake to pay to the Government any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) supplier(s) in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present being absolute and unequivocal.

The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the contractor(s) supplier(s) shall have no claim against us for making such payment.

4. We -----further agree that the guarantee herein

(indicate the name of the bank)

contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Government under or by virtue of the said Agreement have been fully

paid and its claims satisfied or discharged or filed -----
--office/department----- certificates that the terms or conditions of
the said Agreement have been fully and property carried out by the said contractors(s)
and accordingly discharges this guarantee. Unless a demand or claim under this
guarantee is made on us in writing on or before the -----
----- we shall be discharged from all liability under this guarantee
thereafter.

5. We -----further agree with the Government that the
(indicate the name of the bank)

Government shall have the fullest liberty without our consent and without affecting in
any manner our obligations hereunder to vary any of the terms or conditions of the said
Agreement or to extend time of performance by the said contractors(s) from time to time
or to postpone for any time or from time to time any of the powers exercisable by the
Government against the said contractors(s) and to for bear or enforce any of the terms or
conditions relating to the said Agreement and we shall not be relieved from our liability
by reason of any such variation or extension being granted to the said contractors(s) or
for any forbearance, act or commission on the part of the Government or any indulgence
by the Government to the said contractors(s) or by any such matter or thing whatsoever
which under the law relating to sureties would, but for this provision, have effect of so
relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the
Bank or the contractors(s) supplier(s).

7. We ----- lastly undertake not to revoke this
guarantee during its currency except with the previous consent of the Government in
writing.

Dated the ----- day of -----

For -----

(indicate the name of Bank).