Invitation of e-Bids

for

A. Development of Additional Module in UP Ecotourism with One Year Hosting, Maintenance and Technical Support for Uttar Pradesh Forest Corporation.

B. Upgradation and Installation of Online Property Management Software and Accounts software based on double entry system for Mathura-Virudavan Development Authority, Mathura.

e-Tender Ref. No. : UPDESCO/SW/2017/MW69

Last Date and Time for submission of e-Bids : 19.12.2017 at 3.00 P.M.

Date and time of opening of Technical e-Bid : 19.12.2017 at 4.00 P.M.

Place of opening of e-Bids and Address for Communication : U.P. Development Systems Corp.Ltd., II Floor, Uptron Building, Near Gomti Barrage, Gomti Nagar, Lucknow-226010

Processing Fee : Rs. 1,180.00 (Non Refundable) Incl. CGST & SGST

This Document Contains 39 Pages

It will be the responsibility of the bidders to check U.P. Government e-procurement website http://etender.up.nic.in for any amendment through corrigendum in the tender document. In case of any amendment, bidders will have to incorporate the amendments in their bids accordingly.
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Uttar Pradesh Development Systems Corporation Limited
(U.P. Government Undertaking)
2nd Floor, Uptron Building, Gomti Nagar, Near Gomti Barrage, Lucknow

(A) **Short Term Notice for Inviting e-Bids**

Online e-bids are invited for various State Government Departments/Institutions only from valid empanelled software Service Provider under categories "A", "B" & "C" of UPDESCO for this invitation who have submitted security amount under category categories "A", "B" & "C" in UPDESCO for following software, services solutions and providing manpower up to **3:00 PM on 19.12.2017**:

A. Development of Additional Module in UP Ecotourism with One Year Hosting, Maintenance and Technical Support for Uttar Pradesh Forest Corporation.
B. Upgradation and Installation of Online Property Management Software and Accounts software based on double entry system for Mathura-Virndavan Development Authority, Mathura.

The details for submission of e-bids and corrigendum, if any, in the tender document will be available only on the UP Govt. e-procurement website [http://etender.up.nic.in](http://etender.up.nic.in). The Tender Processing Fee is Rs. 1,180/-. The Corporation reserves the right to cancel any or all the e-bids/annul the bidding process without assigning any reason.

UPDESCO/SW/2017/MW69

MANAGING DIRECTOR
(B) **Invitation for e-Bids**

This invitation for e-Bids is for Development and Implementation of Software and Services solution:

1.1 Bidders are advised to study the Document carefully. Submission of e-Bids against this Invitation shall be deemed to have been done after careful study and examination of the procedures, terms and conditions of the Document with full understanding of its implications.

1.2 The e-Bids prepared in accordance with the procedures enumerated in ITB Clause-5 of Section-I should be submitted through e-procurement website http://etender.up.nic.in.

1.3 The document is available on e-procurement website http://etender.up.nic.in. Interested bidders may view, download the document, seek clarification and submit their e-Bids up to the date and time as mentioned below:

- **Date of publication of Invitation for e-Bid notice & availability of Document on e-procurement website http://etender.up.nic.in**: 13/12/2017
- **e-Bid submission start date & time**: 13/12/2017
- **e-Bid submission end date & time**: 19/12/2017 at 3.00 PM
- **e-Bid opening date & time**: 19/12/2017 at 4.00 PM
- **Venue of opening of e-Bids**: UP Development Systems Corporation Ltd., II Floor, Uptron Building, Near Gomti Barrage, Gomti Nagar, Lucknow (U.P.) – 226010
- **Contact Officer**: Mr. H.C. Gupta, Incharge, Software Development Division-3
  - e-Mail: gupta_hc@yahoo.com, updesco@nic.in
- **Processing Fee**: Rs. 1,180/- (Rs. One Thousand One Hundred Eighty only)

1.4 The e-Bids will be electronically opened in the presence of bidder’s representatives, who choose to attend, at the venue on the specified date and time mentioned in the above table respectively.

1.5 Updesco and the selected Service Provider on Work-Share and Revenue- Share Model.

The responsibilities of Updesco would include but not limited to:

a. Client Interactions and understanding the changes to be made to available solution from the chosen Service Provider.

b. Helping the Service Provider in customizing the available solution / service to the client’s needs.

c. Monitoring and supervising the implementation and operations of the solutions / services.

d. Resolving issues / disputes so that the end client is satisfied to the extent reasonable.

e. Helping the chosen service provider with the Government Processes and Workflow in general and the processes for the end client in particular so that the solution deployed is of good quality and is useful to the end client.
The responsibilities of Service Provider would include but not limited to:

a. Implementing and operationalising the solutions and services as required in the scope of work.

b. Ensuring that changes suggested by Updesco/end client are incorporated in the available solution.

c. Regular coordination with Updesco and the end client so that minimum issues and disputes arise.

d. Regular operations, updations and maintenance of the solutions/services provided to the end client

In case of software services, the bidder should quote total price of the work, including UPDESCO share. The revenue realized from the end client would be shared amongst Updesco and the Service Provider. The revenue sharing for software projects is 10% for Updesco and 90% for the Service Provider. This revenue sharing may be revised from time to time as per the decisions of the Board of Directors of Updesco.

The selected software Service Provider has to start the development and implementation work immediately for the projects as and when the need arises.

The duration of works will be based on the period of work orders/contracts between Updesco and the respective client departments or their successors or assigns or any entity which inherits control over the schemes for each of the projects.

1.6 In the event of date specified for e-Bids opening being declared a holiday for Updesco office then the due date for opening of e-Bids shall be the following working day at the appointed time.

1.7 All the required documents should be submitted/uploaded by the bidder electronically in the PDF format. The electronic documents are to be uploaded for each document label of e-Bids i.e. Fee details, Qualification details, e-Bid Form, Scope of Work and of Financial Bid i.e. e-Bid Form and Price Schedule/BoQ.

1.8 Updesco shall pay the amount against Service delivery to successful bidder only after same is received by Updesco from the concerned department.

1.9 The companies/firms who are registered for e-tendering on e-Tendering system of U.P. Govt. Departments would only be eligible for participating in this e-Tender. 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) on phone numbers 0522-2288750 (O), 0522-2286809 (O) or 0522-4130303 (Ext. 303, 304 & 307) for their Registration/Digital Signature Certificate related queries.

1.10 The Tendering Authority reserves the right to cancel any or all the e-Bids/annul the bidding process without assigning any reason thereof. The decision of Tendering Authority will be final and binding on all the bidders.
SECTION- I : INSTRUCTION TO BIDDERS (ITB)

1. Cost of e-Bid Documents:
   (a) The Bidder shall bear all costs associated with the preparation and submission of its e-Bid and U.P. Development Systems Corporation Ltd. (UPDESCO), Lucknow hereinafter referred to as “Tendering Authority”, will in no case be held responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.
   
   (b) This e-Tender document is available on the web site "http://etender.up.nic.in" to enable the bidders to view, download the document and submit their e-Bids online up to the last date and time mentioned in the notice against this e-Tender. However, the bidders shall have to pay e-Tender Document Processing Fee of INR 1,180/- (INR One Thousand One Hundred and Eighty only) including CGST and SGST through Demand Draft or Banker’s Cheque payable in favor of U.P. Development Systems Corporation Ltd., Lucknow or through RTGS transfer as per following details:

   A/C Holder: UP Development System Corpn Ltd
   Bank : Indian Overseas Bank
   Branch: Lucknow Main Branch
   S/B A/c No: 020701000041138
   IFSC: IOBA000207

   No exemption will be given to Service Provider under category "A", "B" & "C" of Updesco in submitting Tender Document Cost/ Tender Processing Fee for this tender. The scanned copy of the Demand Draft or Banker’s Cheque must be submitted along with the e-Bids but the original Demand Draft or Banker’s Cheque should reach Updesco office before Scheduled Technical e-Bid opening date and time. This e-Tender Document Processing Fee of INR 1,180/- (INR One Thousand One Hundred and Eighty only) is non-refundable

2. Clarification of e-Bid Documents and Scope of Work:
   A prospective Bidder requiring any clarification of the e-Bid documents and scope of work may raise his point of clarification through Bid Management window after successfully logging to the e-procurement website http://etender.up.nic.in. The bidder may seek clarification by posting query in the relevant window after clicking "Seek Clarification" option in the view tender details window for tender which can be selected through my tender option of bid submission menu. The clarification will be replied back by Updesco through the e-procurement website which can be read by the bidder through the "Clarification" option under Bid Submission menu.

3. Amendment of e-Bid Documents:
   (a) At any time prior to the deadline for submission of e-Bid, Updesco may, for any reason whether at its own initiative or in response to a clarification requested by a prospective bidder, make amendments in the e-Bid documents uploaded on e-procurement website http://etender.up.nic.in through corrigendum which shall also be uploaded only on above e-procurement website and form an integral part of e-Bid document. The relevant clauses of the document shall be treated as amended accordingly.
   
   (b) It shall be the sole responsibility of the prospective bidders to check the website http://etender.up.nic.in from time to time for any amendment in the e-Tender document. In case of failure to get the amendments, if any, Updesco shall not be held
In order to allow prospective bidders a reasonable time to take the amendment into account in preparing their e-Bids, Updesco, at his discretion, may extend the deadline for the submission of e-Bids. Such extensions shall be posted / up-loaded by Corrigendum only on the e-procurement website http://etender.up.nic.in.

4. Language of e-Bid:

The e-Bid prepared by the Bidder, as well as all correspondence and documents relating to the e-Bid exchanged by the Bidder 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 e-Bid.

5. Documents Constituting the e-Bid:

(a) Technical e-Bid:

i. **Fee Details** – Includes copies of e-Tender Fee and Bid Security furnished in accordance with ITB Clause-8 in PDF format.

ii. **Qualification Details** – Includes copies of required documents as per Section-III(4) in PDF format justifying that the Bidder is qualified to perform the contract if his / her e-Bid is accepted and that the bidder has technical and financial capability necessary to perform the contract and meets the criteria outlined in the Qualification Criteria and fulfill all the conditions of the Contract and that the services to be delivered by the bidder confirm to the Technical e-Bid document.

iii. **e-Bid Form** – Includes copy of filled in e-Bid Form as per Section-III(1) of e-Tender document in PDF format justifying that the bidder is complying with all the conditions of the Contract and scope of work of the e-Bid Document as no deviation will be acceptable by the Tendering Authority.

iv. **Scope of Work and their Acceptance** – includes copy of filled in Compliance with Scope of Work as per Section-III(3) of e-tender document in PDF format.

(b) Financial e-Bid:

i. **e-Bid Form**– includes copy of filled in e-Bid Form as per Section-IV(1) of e-Tender document in PDF format.

ii. **Price Schedule/BoQ** - includes Price Schedule as per Section-IV(2) of e-Tender document in PDF format.

6. e-Bid Price:

(a) The Bidder shall quote (along with Updesco share of 10% charges for software works) separately in the downloaded file for Price Schedule/BoQ in the specified places for all the services to be provided as mentioned in Section-III(3)-Scope of work and their acceptance.

(b) e-Bid price quoted for each item per schedule shall include all the cost (excluding CGST and SGST) till successful completion of the work specified in Section-III(3)-Scope of work and their acceptance.

(c) e-Bid price for each item shall include all the cost till successful completion of the work specified in the Detailed Scope of Work/Technical Specification.
(d) Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account. An e-Bid submitted with an adjustable price quotation unless asked for shall be treated as non-responsive and will be rejected.

7. e-Bid Currencies: Prices shall be quoted in Indian Rupees only.

8. Bid Security:

(a) The security amount submitted by valid Empanelled Service Provide Companies under category "A", "B" & "C" in UPDESCO shall be treated as Bid Security. The bidders must have submitted Security amount in the form of Demand Draft, Bankers Cheque or Bank Guarantee from a Bank listed from Clause 17(a)-(i) to 17(a)-(v). The Bid security is required to protect Updesco against the risk of Bidder's conduct which would warrant the security's forfeiture. The bidders must ensure that if BG/FD submitted by them as security is for a lesser validity period, then the same has to be extended to match the period of bid validity pursuant to ITB Clause-9.

(b) The bid security may be forfeited:

If a Bidder:
(i) withdraws his/her bid during the interval between the deadline/ last date for submission of its e-Bid and the expiration of period of e-Bid validity; or
(ii) does not accept the correction of errors pursuant to ITB Clause-3 of Section-I; or
(iii) In case of a successful bidder, if the Bidder fails to sign the Contract with Tendering Authority in accordance with the scope of work and conditions of contract of this e-tender.

If any of the above three cases happen then the bidders will be treated as in default and hence liable for forfeiture of their bid security for this e-Bid i.e. security as submitted by them for their empanelment.

9. Period of Validity of e-Bids:

(a) Each e-Bid shall remain valid for 150 days after the date of opening of e-Bid prescribed by Tendering Authority, pursuant to ITB Clause-15. Any Bid valid for a shorter period shall be rejected by Tendering Authority as non-responsive.

(b) In exceptional circumstances, Tendering Authority may solicit the Bidder's consent to an extension of the period of e-Bid validity. The request and the response thereto shall be made in writing. The Bid security provided under ITB Clause-8 shall also be suitably extended or submitted afresh. A Bidder may refuse the request without forfeiting its Bid security. A Bidder granting the request will not be required nor permitted to modify its e-Bid.

10. Format and Signing of e-Bid:

(a) The Bidder shall prepare one electronic copy of the e-Bid.

(b) The e-Bid documents shall be digitally signed, at the time of uploading, by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. The later authorization shall be indicated by a scanned copy of written power-of-attorney accompanying the e-Bid. All the pages/ documents of the e-Bid that are to be uploaded shall be digitally signed by the person authorized to sign the Bid.
11. Submission of e-Bids:

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 Tendering Authority. e-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 e-Bid. Bidders should start the Bid Submission process well in advance so that they can submit their e-Bids in time. The bidders should submit their e-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 e-Tender schedule. Once the e-Bid submission date and time is over, the bidders cannot submit their e-Bids. For delay in submission of e-Bids due to any reasons, the bidders shall only be held responsible.

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

(a) For participating in e-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. The bidders must obtain a User Login Id and Password by registering themselves with U.P. Electronics Corporation Limited, Lucknow if they have not done so previously for registration.

(b) 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 onetime 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 with which he/she has registered as per ITB Clause-11(a) above.

(c) 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 as the e-procurement website http://etender.up.nic.in is presently accepting DSCs issued by these authorities only. However, the process for acceptability of DSCs issued by other authorities such as Customs & Central Excise, New Delhi; Institute for Development & Research in Banking Technology, Hyderabad; Safe Script, Chennai and (n) Code Solutions, Ahmedabad has been under active consideration. The bidder is advised to get his/her DSC issued by Mahanagar Telephones Nigam Ltd. (MTNL), New Delhi or Tata Consultancy Services (TCS), Mumbai on a safer side for successful registration of his/her DSC on e-procurement website. 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 e-Tender. The bidder can obtain User Login Id and perform DSC registration exercise as described in ITB Clauses-11(a) and 11(b) above even before e-Bid submission date starts. The Tendering Authority 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 problem.
(d) The bidder can search for active e-Tenders through "Search Active Tenders" link, select a e-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 e-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 e-Tender details form. Before this, the bidder should download the e-Bid documents and study them carefully. The bidder should keep all the documents ready as per the requirements of e-Bid document in the PDF format against this invitation for bids.

(e) 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 Fee offline payment details. After entering and saving the Tender 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, Qualification details, e-Bid Form and Scope of Work details) and Financial (e-Bid Form and Price Schedule/BoQ) schedules/packets given in the e-Tender details. The details of the Demand Draft or any other accepted instrument which is to be physically sent in original before opening of Technical e-Bid, 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.

(f) Next the bidder should upload the Technical e-Bid documents for Fee details, Qualification details, e-Bid Form and Scope of Work details as per ITB Clause-5(a) above and Financial e-Bid documents for e-Bid Form and Price Schedule/BoQ as per ITB Clause-5(b) above. 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 e-Bid 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 (Fee details, Qualification details, e-Bid Form and Scope of Work details) and Financial (e-Bid Form and Price Schedule/BoQ) schedules/packets can be clubbed together to make single different files for each label.

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

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

(i) Tendering Authority reserves the right to cancel any or all the e-Bids and annul the bidding process without assigning any reason.

12. Deadline for Submission of e-Bids:

(a) e-Bids must be submitted by the bidders at e-procurement website http://etender.up.nic.in not later than 19/12/2017 at 3.00 PM.
(b) Updesco may, at its discretion, extend this deadline for submission of e-Bids by amending the 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 e-Bids:

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 e-Bid submission activity will be allowed till the permissible date and time scheduled in the e-Tender. Once the e-Bid 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 will only be held responsible if his/ her e-Bid is not submitted in time due to any of his/ her problems during e-Bid submission process.

14. Withdrawal and Resubmission of e-Bids:

(a) At any point of time, a bidder can withdraw his/ her e-Bid submitted online before 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 e-Bids submitted by the bidder will be displayed. Click "View" to see the details of the e-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 e-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.

(b) No e-Bid may be withdrawn in the interval between the deadline/last date for submission of e-Bid and the expiration of period of e-Bid validity. Withdrawal of an e-Bid during this interval may result in the Bidder’s forfeiture of his/ her bid security, pursuant to ITB Clause-8(b).

(c) The bidder can resubmit his/ her bid as and when required till the e-bid submission end date and time. The e-Bid submitted earlier will be replaced by the new one. The payment made by the bidder earlier will be used for revised e-bid and the new e-Bid submission summary generated after the successful submission of the revised e-Bid will be considered for evaluation purposes. For re-submission, 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 e-Bids submitted by the bidder will be displayed. Click "View" to see the details of the e-Bid to be resubmitted. After selecting the "Bid Resubmission" option, click "Encrypt & Upload" to upload the revised e-Bid documents by following the methodology provided in ITB Clauses-11(e) to 11(h).

(d) The bidders can submit their revised e-Bids as many times as possible by uploading their e-Bid documents within the scheduled date & time for submission of e-Bid.
(e) No e-Bid can be resubmitted subsequently after the deadline for submission of e-Bids.

15. Opening of Technical e-Bids by Updesco:

(a) Tendering Authority will open all Technical e-Bids, in the presence of Bidders' representatives who choose to attend on 19/12/2017 at 4.00 PM at U.P. Development Systems Corporation Ltd., II Floor, UPTRON Building, Gomti Nagar, Lucknow - 226010. The Bidders' representatives who are present shall sign a register evidencing their attendance. In the event of the specified date of Technical e-bids opening being declared a holiday for Tendering Authority, the Technical e-Bids shall be opened at the appointed time and location on the next working day.

(b) The technical evaluation will be done as per evaluation criteria given in ITB Clause-17 and requirements as given in Section-III(4). The bidders' names and the presence or absence of requisite bid security and such other details as Tendering Authority at its discretion may consider appropriate, will be announced at the time of opening. No Technical e-Bid shall be rejected at the time of its opening.

(c) Tendering Authority will prepare minutes of the opening of Technical e-Bid.

16. Clarification of Technical e-Bids:

During evaluation of Technical e-Bid, the Tendering Authority may, at its discretion, ask the Bidders for a clarification /submission of additional documents pertaining to clarification of his/ her Technical e-Bid. The request for clarification and the response shall be in writing or in the meeting by Tendering Authority.

17. Evaluation of Technical e-Bids:

a) The Bidders should be valid empanelled software Service Provider under category "A", "B" & "C" of UPDESCO to participate in this e-Bid. Bidders who have not submitted eligible security amount of their Category valid till 31.12.2018 in UPDESCO are not eligible to bid and their bids shall be rejected. The Bids of those bidders will also be rejected who have submitted security amounts in the form of Bank Guarantees (BGs) and the said BGs are not from any of the following Scheduled Commercial Banks:
   i. any Nationalized Bank;
   ii. State Bank of India or its Associate Bank;
   iii. IDBI Bank;

b) The Bidders have to enclose copies of certificate of Provisional Registration under GST. In addition to this Income Tax clearance certificate of Assessment Year 2015-16 & 2016-17 and an affidavit for no dues for Income Tax should also be enclosed.

c) The Bidder should be in a position to have sufficient number of expert Manpower of the Domain knowledge posted at their Lucknow Office to deliver the work in a specified time frame as mentioned in Section-III(2). The detail(s) of the Manpower structure must be provided in the Technical e-Bid to avoid rejection.
d) The Bidders must have relevant work experience in the related field(s) during past 3 year(s) for Departments/Institutions involving design, development & implementation of application software (web based, client/server based, SPI model based etc.), digitization, training, data collection/dissemination either through IVRS Pull/ Push or SMS method, application security audit etc. The bidders must have sufficient capacity and expertise to handle projects/works of required kind. The bidders may be asked to make a presentation in Updesco within a short notice of min 2 days to showcase their experience. They may also be required to present the methodology to execute the proposed work(s). The information for the presentation will be sent either through telephone or e-mail given in the Capability Statement of the Bid. The Bids of the Bidders who do not participate in presentation will be out rightly rejected. Copy of work orders/completion certificates/other documents justifying jobs of similar nature executed have to be submitted to avoid rejection of the Bid. The purchase committee will have the rights to reject / select the bidders on the basis of presentation made before them. Bidder whose presentation is approved by the committee will only be entitled for financial opening.

e) The bidder should submit a notarized affidavit on a minimum Rs. 10.00 stamp paper that the bidder’s firm has not been black listed / debarred / prohibited by any State / Central Government Departments / Organisations. The e-Bids of the black-listed bidders or those not submitting the required affidavit shall be rejected.

f) All bidders also have to submit filled in Capability Statement given in Tender Document. The Bid of the Bidders who do not submit the filled-in Capability Statement will be rejected.

g) The bidders should submit the original Tender Fee, Affidavit regarding Blacklisting and hardcopy of only Technical Bid document which they have uploaded on e-procurement website http://etender.up.nic.in, before opening of Technical e-bid i.e. up to 4.00 P.M on 19/12/2017 otherwise their bids shall be rejected.

h) The Bidders not having their local office operational in Lucknow shall have to open the same within one week of the date of award of work order.

i) The Bidders will have to enclose a well drafted technical proposal.

j) The successful bidder will not be allowed to sublet the contracts in part or full to any other agency / vendor. If done so, the security amount will be forfeited, contract will be cancelled and the bidder/ Service Provide will be barred from bidding in any other tender of Updesco in future.

k) The e-Bids found to be not responsive and not fulfilling any of the above conditions and not meeting Technical Specifications and Qualification requirements to the satisfaction of purchase committee shall be rejected. The e-Bids of bidders mentioning any of their conditions which are not mentioned in the e-tender document or are not in conformity with the conditions of the contract shall be rejected.

The evaluation of Technical e-Bids shall be done based on supporting documents on above criteria points.

18. Opening of Financial e-Bids:

(a) After evaluation of Technical e-Bid, all technically qualified bidders will be informed about date and time for opening of Financial e-Bids by letter/ e-mail/ phone.
(b) The Financial e-Bids of technically qualified bidders shall be opened on the date informed separately by Updesco at U.P. Development Systems Corporation Ltd., II Floor, UPTRON Building, Gomti Nagar, Lucknow - 226010 in the presence of Bidders who choose to attend. In the event of the specified date of Financial e-bids opening being declared a holiday for Tendering Authority, the Financial e-Bids shall be opened at the appointed time and location on the next working day. The names of Bidders, Price quoted etc will be announced at the time of opening.

19. Evaluation of Financial e-Bids:

(a) Updesco will evaluate and compare the financial price quoted in the Price Schedule/BoQ of e-Bids of those bidders whose Financial e-Bids are found responsive to the Scope of Work given in Section-III of e-tender document.

(b) The project/schedule wise selection of bidder will be done on the basis of lowest quoted (L1) Grand Total of Amount of financial bid Section-IV(2)-Price Schedule/BoQ of respective project/schedule.

(c) If there is a discrepancy in total value then the total coming after summing the individual values of the items shall prevail.

(d) If there is a discrepancy in total value written in figures and words then the total value written in words shall prevail.

(e) No additional payments shall be made for completion of any contractual obligation beyond the quoted prices. If the Bidder does not accept the correction of errors if any, its e-Bid shall be rejected and its bid security may be forfeited.

(f) If all Items required to be quoted in a schedule of Section-IV(2)-Price Schedule/BoQ are not quoted, then Financial e-Bid of those bidders for that schedule shall be rejected.

20. Contacting the Tendering Authority:

(a) No Bidder shall contact Updesco on any matter relating to their bid, from the time of the e-Bid opening to the time till the Contract is awarded. If the bidder wishes to bring additional information to the notice of Updesco or wants to have clarification, bidder can do so in writing.

(b) Any effort by a Bidder to influence Updesco in its decisions on e-Bid evaluation, e-Bid comparison or contract award may result in rejection of the Bidder’s bid.

21. Award Criteria:

(a) The Tendering Authority will determine to its satisfaction whether the Bidder(s) that is selected as having submitted the lowest evaluated responsive e-Bid meets the criteria specified in ITB Clauses 17 and 19 and is qualified to perform the contract satisfactorily.

(b) Tendering Authority will award the contract to the project/schedule wise lowest evaluated successful Bidder whose Financial e-Bid has been determined to be responsive to all the conditions of the contract and meeting the qualification requirement of the Bidding Document.

22. Tendering Authority’s right to accept / reject any or all e-Bids:

Updesco reserves the right to accept or reject any e-bid, and to annul the bidding process
and reject all e-Bids at any time, without thereby incurring any liability to the affected Bidder or bidders.

23. Notification of Award:

(a) Prior to the expiration of the period of e-Bid validity, Updesco will make every effort to open the e-Financial Bid and notify the successful lowest quoted bidder in writing by letter/e-mail/fax/phone about award of contract.

(b) The notification will make the bidder eligible for signing of contract for the work for which the bidder has quoted the lowest price


(a) At the same time as Updesco notifies the successful bidders that their e-Bids have been accepted, Updesco will send the bidders the Draft Contract (Agreement) Form incorporating all terms and conditions between the parties i.e. Updesco and successful bidders as per Conditions of Contract given in Section-II of e-Tender document (Tender Ref. No. UPDESCO/SW/2017/MW69). Besides this, additional conditions may be added in the Draft Contract (Agreement) with mutual consent in the benefit of successful implementation and operation of the given projects.

(b) Within 3 days of receipt of the Contract Form, the successful bidders shall sign and date the Contract and return it to the Tendering Authority.

25. Rights of Tendering Authority:

Tendering Authority has rights to relax any criteria of qualification required to fulfill the tender condition in the interest of work of the Departments. Tendering Authority has right to ask the bidder to submit any document required in support of qualification for its satisfaction/confirmation at any stage.
(D) SECTION- II : CONDITIONS OF CONTRACT

1. Definitions :

In this Contract, the following terms shall be interpreted:

(a) “The Tendering Authority” means the organization purchasing the Services, being a Procurement/ Executing Agency on behalf of Government Departments and the Tendering Authority is U.P. Development Systems Corporation Ltd. (UPDESCO), II Floor, Uptron Building, Gomti Nagar, Lucknow-226010.

(b) The Selected "Service Provide/ System Integrator " means the Company/ firm selected for providing the Services under this Contract.

(c) “The Contract” means the agreement entered into between Updesco and the selected Service Provide, as recorded in the Contract Form signed by the parties, including all the attachments and appendices thereto and all documents incorporated by reference therein;

(d) “The Contract Price” means the prices of various items payable to the selected Service Provider under the Contract for the full and proper performance of its contractual obligations;

(e) “Services” means services that have been covered under the scope of work of each project as submitted in proposal.

(f) “Day” means calendar day.

(g) “CTI” means Computer Telephony Integration.

(h) “IVRS” means Interactive Voice Response System.

2. Application :

These Conditions shall apply to the extent that they are not superseded by provisions in other parts of the Contract.

3. Performance Security :

(a) No separate performance security would be required until the bidder has valid submitted security of its empanelment available in Updesco till 31.12.2018. Also, since the selected Service Provider is an empanelled software Service Provider under category "A", "B" & "C" of UPDESCO and the company/ firm has already submitted valid security amount in Updesco, the same amount shall be considered as performance security for due performance of the contract under this agreement. But the selected Service Provider firm will have to ensure renewal of this security amount or submission of fresh security amount valid till the expiry of contract period against this agreement, if the same is expiring before the contract term. If the term of performance security expires before the expiry of this agreement and the selected Service Provider does not extend its term/period as required above, then he/she is liable for cancellation of this agreement and recovery of the said amount from the payments due as forfeiture of its performance security.

(b) The T.D.S. and any other taxes shall be deductible from the above payments as per prevailing tax rules at the time of payment.

4. Standards :

The Work to be done under this Contract shall confirm to the standards mentioned in the Technical Specifications/Scope of work/Schedule of requirement or higher, and, when no
applicable standard is mentioned, the authoritative standard appropriate to the Department requirements should be confirmed.

5. Patent Rights

The Selected Service Provider shall indemnify the Tendering Authority against all third-party claims of infringement of patent, trademark or rights arising for use of the Software provided/developed by them.

6. Deliverables and Time Schedule for Job Completion:

The deliverables are working solution and services as per Section-III(3): Scope of Work and Time Schedule shall be as per Section-III(2): Schedule of Execution.

7. Payment Terms:

(a) Payment shall be made by UPDESCO to the Selected Service Provider on back to back basis. Payment to the Selected Service Provider will be made only on receipt of corresponding payment from the client department, after deducting UPDESCO’s share of 10% in case of software projects as the model of work is on work sharing and revenue sharing basis (or as revised by the Board of UPDESCO from time to time)

(b) The T.D.S. and any other taxes shall be deductible from the above payments as per prevailing tax rules at the time of payment.

8. Prices:

Prices payable to the Bidder as stated in the Contract shall remain fixed during the performance of the contract. However, in the event of any increase/decrease in Government taxes/duties as applicable at the time of delivery, the prices shall be adjusted at the time of payment on submission of their proof by the selected Service Provider to the Updesco.

In case of discrepancy in the price quoted in words and in figures, price quoted in words shall prevail.

Price payable to the Selected Service Provider shall be only 90% in case of software works.

9. Contract Amendments:

No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties.

10. Assignment:

The Selected Service Provider shall not assign, in whole or in parts its obligations to perform under the Contract to any other firm except with Updesco prior written consent.

11. Delay in the Bidder’s Performance for Job Completion:

(a) If at any time during execution of the Contract, the selected Service Provider should encounters conditions impeding timely delivery of the Services, the selected Service Provider shall promptly notify Updesco in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the selected Service
Provider, Updesco shall evaluate the situation and may, at its discretion, extend the
selected Service Provider time for execution with or without liquidated damages, in
which case the extension shall be ratified by the parties by amendment of the Work
order.

(b) Except as provided under conditions of contract Clause-14 of Section-II, a delay by the
selected Service Provider in the execution of its delivery obligations shall render the
selected Service Provider liable to the imposition of liquidated damages pursuant to
conditions of Contract unless an extension of time is agreed upon pursuant to
conditions of Contract without the application of liquidated damages.

12. Liquidated Damages:

The selected Service Provider will have to meet the deadline for completing the work else
'LATE PENALTY' will be imposed on the selected Service Provider. If the selected Service
Provider fails to deliver the services within the period(s) specified in scope of work of the e-
Bid, Updesco shall, without prejudice to its other remedies under the Contract, deduct from
the Contract price, as liquidated damages, a sum equivalent to 0.5% of the Contract Value for
each week or part thereof delay until actual delivery, up to a maximum deduction of 10%. Once
the maximum penalty is reached, Updesco may consider termination of the Contract/Work order and forfeit the security amount in full.

13. Termination for Default:

The Updesco may, without prejudice to any other remedy for breach of contract, by written
notice of default sent to the selected Service Provider terminate the Contract in whole or part:
(i) If the selected Service Provider fails to deliver any or all of the Services within the period(s)
specified in the Contract, or within any extension thereof granted by the Updesco;
(ii) If the selected Service Provider fails to perform any other obligation(s) under the
Contract. In such a case, the performance security i.e. security submitted at the time of
empanelment or any extension thereto by the selected Service Provider may be forfeited
and its contract for the services will be cancelled.

14. Force Majeure:

For Purposes of this clause, "Force Majeure" means an event beyond the control of the
selected Service Provider/ System Integrator and not involving the selected Service Provider
fault or negligence and not foreseeable. Such events may include but are not restricted to acts
of the Service Provider either in its sovereign or contractual capacity, wars or revolutions,
fires, floods, epidemics, quarantine restrictions and freight embargoes. (Earthquake, Natural
Disasters, Riots). Force Majeure shall not include any events caused due to acts/omissions of
such selected Service Provider or result from a breach/contravention of any of the terms of
the Contract, Bid and/ or the Techno-commercial Offer. It shall also not include any
default on the part of a selected service provider due to its negligence or failure to
implement the stipulated/proposed precautions, as were required to be taken under the
Contract.

In case of a Force Majeure, all Parties, that is, the selected Service Provider and the
UPDESCO will endeavor to agree on an alternate mode of performance in order to
ensure the continuity of service and implementation of the obligations of selected Service
Provider and to minimize any adverse consequences of Force Majeure.

15. Termination for Insolvency:

UPDESCO may at any time terminate the Contract by giving written notice to Service
Provider, if the Service Provider Supplier become 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 UPDESCO.

16. Termination for Convenience :

UPDESCO, 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 UPDESCO’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. In such a situation, the payments will be made for the period
solution/services are provided by the Service Provider as per terms & conditions of the
contract.

17. Settlement of Disputes :

17.1 If any dispute or difference of any kind whatsoever shall arise between UPDESCO
and the Service Provider 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.

17.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by
such mutual consultation, then either UPDESCO or the Service Provider 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.

17.3 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 Services under
the Contract.

17.4 In case of dispute or difference arising between UPDESCO and the Service Provider
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. The Arbitral Tribunal shall consist of 3 arbitrators, one each to be appointed by
UPDESCO and the Service Provider. The third Arbitrator shall be chosen by the two
Arbitrators appointed by the parties and shall act as Presiding arbitrator. In case of
failure of two arbitrators appointed by the parties to reach upon a consensus within a
period of 30 days from the appointment of the arbitrator appointed subsequently, the
Presiding Arbitrator shall be appointed by the Principal Secretary/Secretary, IT &
Electronics Department, Govt of U.P.

17.5 If one of the parties fails to appoint its arbitrator in pursuance of Clause-17.4 above,
within 30 days after receipt of the notice of the appointment of its arbitrator by the
other party, then the Presiding Arbitrator shall be nominated by Principal
Secretary/Secretary, IT & Electronics Department, Govt of U.P. both in case of foreign
supply as well as Indian supply, who shall appoint the arbitrator. A certified copy of
the order of the Principal Secretary/Secretary, IT & Electronics Department, Govt of
U.P., making such an appointment shall be furnished to each of the parties.

17.6 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.

17.7 The decision of the majority of the arbitrators shall be final and binding upon both parties.
The cost and expenses of arbitration proceedings will be paid as determined by the
arbitral tribunal. However the expenses incurred by each party in connection with the
preparation, presentation etc. of its proceedings as also the fees and expenses paid to
the arbitrator appointed by such party or on its behalf shall be borne by each party itself.
17.8 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 Service Provider any monies due to the Service Provider.

18. Limitation of Liability:

Except in cases of criminal negligence or willful misconduct,

(a) The Service Provider 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 Service Provider to pay liquidated damages to UPDESCO; and

(b) The aggregate liability of the Service Provider to UPDESCO, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price.

19. Governing Language :

The Contract shall be written in English or Hindi language. 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 language.

20. Applicable Law :

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

21. Notices :

Any notice given by one party to the other pursuant to this Contract shall be sent to other party in writing or by fax and confirmed in writing to the other Party’s address. For the purpose of all notices, the following shall be the address of Updesco and Selected Service Provide.

Tendering Authority : U.P. Development Systems Corporation Ltd. (UPDESCO),
II Floor, UPTRON Building, Gomti Nagar,
Lucknow (U.P.) – 226010

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

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

22. Taxes and Duties :

Bidders shall be entirely responsible for all Govt. taxes applicable.

23. Confidentiality :

The officials deployed by the Selected Service Provider shall treat as confidential all data pertaining to vehicle records and any other information of client department, obtained
during the execution of their responsibilities and thereafter, in strict confidence and shall not reveal such information to any other party. The officials to be deployed at client office for execution of the work shall not be allowed to take away the backup of data on any type of storage media or transmission mode as the same is strictly confidential in nature.

24. Indemnity:

The selected Service Provider undertakes to indemnify the Updesco from and against all Losses on account of bodily injury, death or damage to tangible personal property arising in favour of any person, corporation or other entity (including the Client) attributable to the selected Service Provider’s negligence or willful default in performance or non-performance under this Agreement. If the Updesco promptly notifies selected Service Provider in writing of a third party claim against Updesco that any Service Provider by the selected Service Provider infringes a copyright, trade secret or patents incorporated in India of any third party, selected Service Provider will defend such claim at its expense and will pay any costs or damages that may be finally awarded against Updesco.
E) SECTION-III : TECHNICAL E-BID

(1) Technical e-Bid Form

Reference No.: UPDESCO/SW/2017/MW69  Date: ………………..

To:

The Managing Director,
U.P. Development Systems Corporation Ltd.,
II Floor, UPTRON BUILDING, Gomti Nagar,
Lucknow (U.P.) - 226 010

Sir,

Having examined the Technical e-Bid Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide…………………………………………………………

(Description of Services) in conformity with the said e-Bid Documents and made part of this bid, and hereby undertake that we accept all the conditions of the Contract of the e-Bid document and will deliver the services as per the Schedule of Execution Section-III(2) and Scope of Work and their Acceptance Section-III(3) of the e-Bid documents. We further undertake that we fulfill the Qualification Requirements as per Section-III(4) and for this purpose we enclose the details. In addition to this, the particulars of our organization such as legal status, details of experience and past performance and the proof for required bid security are furnished with this e-Bid form.

We further undertake, if our e-Bid is accepted, to deliver the Services in accordance with the delivery schedule specified in the Schedule of Execution and Scope of Work and their Acceptance Section-III(3).

We further undertake, if our e-bid is accepted, to take payment against delivering the Services in according to payment terms given in condition of contract (Section-II).

Until a formal contract is prepared and executed, this e-Bid, together with your written acceptance thereof and your notification of award shall constitute a binding Contract between us. All the terms and conditions of the e-Tender Document are acceptable to us.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely “Prevention of Corruption Act 1998”.

We understand that you are not bound to accept the lowest or any e-Bid you may receive. Dated this ………… day of …………….. 2017.

_________________________________________  (Signature)  (in the capacity of)

Duly authorized to sign e-Bid for and on behalf of
\textbf{SECTION-III} 

(2) Schedule of Execution

\textbf{Projects/Schedules}

<table>
<thead>
<tr>
<th>Schedule</th>
<th>Name of Software Module</th>
<th>No. of working days for Completion of Jobs from the date of issue of Work</th>
</tr>
</thead>
<tbody>
<tr>
<td>&quot;A&quot;</td>
<td>Development of Additional Module in UP Ecotourism with One Year Hosting, Maintenance and Technical Support for Uttar Pradesh Forest Corporation.</td>
<td>30 Working Days</td>
</tr>
<tr>
<td>&quot;B&quot;</td>
<td>Upgradation and Installation of Online Property Management Software and Accounts software based on double entry system for Mathura-Vrindavan Development Authority, Mathura.</td>
<td>220 Working Days</td>
</tr>
</tbody>
</table>

\textit{Note: Scope of Work/ Services Description is given in Section-III(3).}
### SECTION-III

(3) Scope of Work and Their Acceptance (for various State Govt. Departments/Institutions)

<table>
<thead>
<tr>
<th>Check Box (Mark ‘X’ if bidding)</th>
<th>Project (A)</th>
<th>Work Description</th>
<th>Eligibility</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Development of Additional Module in UP Ecotourism with One Year Hosting, Maintenance and Technical Support for Uttar Pradesh Forest Corporation.</td>
<td></td>
<td>Service Provider Empanelled in present Categories “A”, “B” &amp; “C”.</td>
</tr>
</tbody>
</table>

Uttar Pradesh Forest Corporation’s division UP Ecotourism is providing facility of online accommodation booking in various places of Uttar Pradesh like Dudhwa National Park, Katerniyaghat, Motipur etc. All booking are made by tourists online on upecotourism.in and department can get all kind of reports related to booking and accommodation availability. In May 2017 UP Ecotourism decided to add Online Vehicle Booking new module in running application to facilitate tourists. After GST implementation in July 2017 UP Ecotourism also decided to implement the GST on their bookings. GST implementation is also proposed to implement as new module in UP Ecotourism application.

1. **Online Vehicle Booking:**

   - Tourists who are booking accommodation can book safari vehicles online.
   - After selecting accommodation with check in date and checkout date system will automatically ask tourist for vehicle booking.
   - If tourist is interested he can select yes, and will be diverted to vehicle booking page.
   - And if says No then only accommodation booking will continue.
   - Tourist can only book vehicle between their check in and checkout dates.
   - Tourist can book full vehicle for morning shift and evening shift
   - System will ask tourist to select shift and enter number of person
   - After selecting and entering all information total accommodation price and vehicle price with calculation total amount will be reflected.
   - System will redirect tourist to Payment Gateway Page.
   - After successful payment tourist will get vehicle permit with accommodation permit
   - Tourist can cancel only vehicle booking
   - If tourist is cancelling accommodation booking vehicle booking will automatically cancelled.
   - Facility of vehicle booking from department users login will also be provided
   - Department user will book accommodation and vehicle from his login and take cash payment
   - SMS will be send to all managers of tourism spots and department
users and tourists

- Email will send to tourist for booking confirmation of vehicle.

**Reports:**

- In admin login and department user login a new report will be added for vehicle bookings details
- Availability of vehicle report will be added
- Cancelled vehicle booking report will be added to department user login
- Refund report for vehicle booking will be added in department user login

**2. GST Implementation:**

**2.1. GST in Accommodation Booking:**

- GST will be implemented in all booking above 1000 Rs in UP Ecotourism.
- At the time of accommodation booking if accommodation booking amount is more than 1,000/- Rs but less than 2500/- Rs 12% of GST will be implemented
- If accommodation amount is above Rs 2,500/- but less than Rs. 7,500/- 18% of GST will be implemented
- If booking amount is above Rs. 7,500/- than 28% of GST amount will be applicable in all booking.
- As per GST rate CGST and SGST will be implemented equally in all bookings
- Bifurcation of CGST and SGST will be printed in all bookings
- Department user will also get details of GST amount in booking report
- New tax report will be added in Department User login
- Tourist can print his permit with GST details

**2.2. GST in Vehicle Booking**

- GST in vehicle booking will be With Driver and GST will be charged 18% in all bookings
- At the tie of vehicle booking 18% of GST will be implemented including 9% CGST and 9% SGST
- Vehicle booking permit will be with GST bifurcation
- Report for Vehicle booking will be added in department users
- In booking details GST amount will be implemented

**3. Redesigning of Complete Application:**

- Designing of New Home Page
- Designing of Approx. 70 Inner Pages
- Designing of Booking Panel
- Designing of Department users Interface
- Designing of Tourist Area

**4. SMS Integration**

SMS facility will be integrated in application for various alerts like forgot password, SMS API will push the message to required number via using application frontend.
Project (B) 

Upgradation and Installation of Online Property Management Software and Accounts software based on double entry system for Mathura-Vrindavan Development Authority, Mathura.

MVDA, MATHURA has already started computerization of accounts and allotted properties under various schemes of MVDA. The Mathura Vrindavan Development Authority is having one application software for accounts and application software for property section.

We have been asked specifically to upgrade the existing application software for account and property section. As a result of upgradation of existing the application software’s following shall emerge;

- Accounts
- Income tax / GST Accounting
- Online E-Challans for Income
- Online property management system

At present MATHURA-VRINDAVAN Development Authority, MATHURA-VRIDVAN is maintaining accounting books based on computer accounting system on a DOS based application. Therefore MATHURA-VRIDVAN Development Authority is taking various initiatives to upgrade the existing system to implement the computerized double entry accounting system to cop up with the new challenges in the area of accounting such as GST and TDS.

It will also ensure a good FIS (Financial Information System) which will help the Development Authority in increasing the efficiency of accounting section.

As far as Income Tax & GST accounting is concerned this is a new sort of accounting need emerging due to the latest trends of law related to state revenue & central revenue. Income tax act has been amended constantly specifically for TDS since 2004 which increases the burden of accounting & filing of various returns/information’s on monthly/quarterly/annually basis. And recently CGST ACT, SGST ACT, UGST ACT, IGST ACT have been enacted and become effective from 1st July 2017 which has casted upon the authority some new responsibilities of accounting.

The challenge of increasing burden of work can easily be met with the help of upgradation of existing computerization.

**Account Module**

**Features of computerised accounting system after upgradation:**

1. **Codification**
   
   The codification structure proposed facilitates capture of all type of financial information. Each type of classification is considered as a group. A coding structure shall be suggested keeping in view the exiting coding system.

2. **Master File Creation**
   
   Each account head will be provided a unique code as per coding scheme explained above. Various input for the upgraded system are as follows:
   
   - Details of various amount for sale of properties, fee and charges collected by MATHURA-VRIDVAN Development Authority having details such as;
     - Income head code
     - Name of the depositor
     - Mobile no. of depositor
- Date of deposit
- Income head
- Amount of DD
- DD No.
- Bank & branch Name of DD
- Date of DD
- Receipt no. (issued by ADA)
- Date of Receipt (issued by ADA)

- Master Details of various departments
- Master detail of contractors, legal advisers, suppliers and staff of Development Authority with IFSC codes and GSTN number.
- Details of budget heads with budgeted figures.
- Details of all bank accounts
- Day to day payments against general expenditure, travelling, contingency etc.

**Report Generation Capabilities of the Software after upgradation**

The system shall generate the following reports:

1. Cash Book
2. Bank Book
3. Journal Book
4. Ledger
5. RTGS Payment advise
6. Trial Balance
7. Income and Expenditure Statement
8. Income and Expenditure Summary
9. Supplier Register
10. Contractor Register
11. Income Statement
12. Daily Bank Balance
13. Budget Alarm
14. Online Cheque Printing
15. Income Expenditure checklist
16. Daily Cash Book
17. Cheque Issue Register
18. Labour cess details

**Tax Module**

Income Tax Act & GST both have introduced strict provisions for Income deducted at source and GST deducted at source from contractors etc. In order to avoid attraction of the provisions of interest and penalty the tax deducted should be deposited within the prescribed period.

MATHURA-VRIDVAN Development Authority, MATHURA is liable to prepare & deposit various TDS return of income tax and GST within the prescribed time.

And in addition to above forms preparation & e-filing of the same each & every deductor i.e. MATHURA-VRIDVAN Development Authority, MATHURA is also liable to issue TDS certificate for Income Tax and GST to each & every deductee from whom Income tax or GST has been deducted within the prescribed time.
At present in MATHURA-VRIDVAN Development Authority, MATHURA all work is being done with help of manual/computer records which is a very difficult & time consuming task. There are chances of errors in collecting information every month for depositing GST and TDS challan for TDS deducted from contractors & sub-contractors etc. Likewise preparation for form 16A is also a time taking and error prone task as this requires various details of payments along with challan no. and PAN etc.

It will become very easy with the help of computer. Computerized form no 16A can be prepared without any mistake & in a very legible printing.

Due to computerization of TDS work related to contractors & sub-contractors and professionals etc. duplicity of recording will be zero and this will result in more accuracy in the records. Because of computerization of TDS, chances of delay because of time needed to prepare list for depositing challans every month will also be reduced to a great extent. Mistakes in writing PAN/GSTIN etc will also be reduced to a greater extent.

**Inputs:** Following inputs shall be needed to generate various reports under tax modules

- Income tax challan deposited in the bank alongwith challan no., date and amount of challan. And section under which such challan has been deposited.
- Details of contractors, professionals from whom the income tax was deducted along with TDS amount and gross amount credited or paid.
- Master details of DDO responsible to deduct the TDS from payments.
- Master details of the Development Authority along with TAN etc.
- PAN numbers of all deductees
- GSTIN numbers of all deductees
- Adresses of all deductees

**Report Generation Capabilities of the Software after upgradation**

The tax module shall generate the following reports:

- Income tax deduction register
- GST deduction List
- Contractors Register
- TDS(Income tax)Certificate Form No.16A
- TDS (GST)Certificate.
- Details for filling Form No 26Q(IncomeTax)

**Online property management system**

We have been asked specifically to upgrade the existing offline property management. Due to up gradation of the same, following application areas will emerge:

- Online Property Management System software
- Collection module for installments challan

It will ensure an effective system for e-governance which promises to make life easy for the citizens by providing all possible facilities regarding the allotted property dues, etc and save a lot of time otherwise wasted in the drudgery of ‘queues’. Increasing burden of work with decreasing number of staff available can easily be faced with help of up gradation of existing computerization
Features of online property management system after upgradation of existing property management system:

Facility to citizens to view their House/Plot’s account online.
E-payment facility through:
- Debit card
- Credit card
- Net banking

Computation chart of any property allotted on installments with details of money deposited and demand along with simple interest and penal interest.
Collection reports to MVDA:
- Period wise
- Scheme wise
- Online collection report
- Collection through other modes (e-challans)
- Facility to add new allottees

Facility of mutation etc.

Facility to add new scheme.

Master of Various input for the system are as follows:
- Name of the allottees
- Mobile no. of allottees
- Date of allotment, lottery etc.
- 1st due date of installment
- Type of installment (Quarterly/Half-yearly/Annually)
- Category of property
- Property No.
- Sector/Block
- Scheme Name
- Type of property (House/Plot/Shop/Kiosk)
- Postal Address
- Registration money received
- Date of Registration
- Master detail of various schemes
- Details of payment received along with mode of payment and date of payment

Details of amount collect from allottees by MATHURA-VRIDVAN Development Authority.

Report Generation Capabilities of the upgraded Software
The system shall generate the following reports:
- Allottee Details scheme wise
- Payment receipts scroll for online payments and offline payments through E-challan
- Payment overdue list for a particular scheme
- Scheme wise Final Account of an allottee
- Check Paper of an allottee

The Software will be developed for Entry of Payment Collection, posting thereof and spot receipt generation.

The payment could be deposited through e-challan in the cash section of MVDA or in the bank situated in the campus of MVDA.

Online E-Challans for Income under various heads

A module will be added to integrate the various income receipts with the accounting
software of the MATHURA-VRIDVAN Development Authority. Under this module e-challan shall be generated for installments payment for property section and separate e-challan for engineering section, Map section etc. shall be generated to facilitate deposition of amount under various heads through a designated bank.
It will provide the daily receipt scroll, this module will also provide the data for account section to facilitate major savings in time and efforts and speed up the compilation of accounting with no errors.
(4) Minimum Qualification Requirements

a) The Bidders should be valid empanelled software Service Provider under category "A", "B" & "C" of UPDESCO to participate in this e-Bid. Bidders who have not submitted eligible security amount of their Category valid till 31.12.2018 in UPDESCO are not eligible to bid and their bids shall be rejected. The Bids of those bidders will also be rejected who have submitted security amounts in the form of Bank Guarantees (BGs) and the said BGs are not from any of the following Scheduled Commercial Banks:
   i. any Nationalized Bank;
   ii. State Bank of India or its Associate Bank;
   iii. IDBI Bank;

b) The Bidders have to enclose copies of certificate of Provisional Registration under GST. In addition to this Income Tax clearance certificate of Assessment Year 2015-16 & 2016-17 and an affidavit for no dues for Income Tax should also be enclosed.

c) The Bidder should be in a position to have sufficient number of expert Manpower of the Domain knowledge posted at their Lucknow Office to deliver the work in a specified time frame as mentioned in Section-III(2). The detail(s) of the Manpower structure must be provided in the Technical e-Bid to avoid rejection.

d) The Bidders must have relevant work experience in the related field(s) during past 3 year(s) for Departments/Institutions involving design, development & implementation of application software (web based, client/server based, SPI model based etc.), digitization, training, data collection/dissemination either through IVRS Pull/ Push or SMS method, application security audit etc. The bidders must have sufficient capacity and expertise to handle projects/works of required kind. The bidders may be asked to make a presentation in Updesco within a short notice of min 2 days to showcase their experience. They may also be required to present the methodology to execute the proposed work(s). The information for the presentation will be sent either through telephone or e-mail given in the Capability Statement of the Bid. The Bids of the Bidders who do not participate in presentation will be out rightly rejected. Copy of work orders/completion certificates/other documents justifying jobs of similar nature executed have to be submitted to avoid rejection of the Bid. The purchase committee will have the rights to reject / select the bidders on the basis of presentation made before them. Bidder whose presentation is approved by the committee will only be entitled for financial opening.

e) The bidder should submit a notarized affidavit on a minimum Rs. 10.00 stamp paper that the bidder’s firm has not been black listed / debarred / prohibited by any State / Central Government Departments / Organisations. The e-Bids of the black-listed bidders or those not submitting the required affidavit shall be rejected.

f) All bidders also have to submit filled in Capability Statement given in Tender Document. The Bid of the Bidders who do not submit the filled-in Capability Statement will be rejected.

g) The bidders should submit the original Tender Fee, Affidavit regarding Blacklisting
and hardcopy of only Technical Bid document which they have uploaded on e-procurement website http://etender.up.nic.in, before opening of Technical e-bid i.e. up to 4.00 P.M on 19/12/2017 otherwise their bids shall be rejected.

h) The Bidders not having their local office operational in Lucknow shall have to open the same within one week of the date of award of work order.

i) The Bidders will have to enclose a well drafted technical proposal.

j) The successful bidder will not be allowed to sublet the contracts in part or full to any other agency / vendor. If done so, the security amount will be forfeited, contract will be cancelled and the bidder/ Service Provide will be barred from bidding in any other tender of Updesco in future.

k) The e-Bids found to be not responsive and not fulfilling any of the above conditions and not meeting Technical Specifications and Qualification requirements to the satisfaction of purchase committee shall be rejected. The e-Bids of bidders mentioning any of their conditions which are not mentioned in the e-tender document or are not in conformity with the conditions of the contract shall be rejected.
SECTION-III

(5) Contract Form

THIS AGREEMENT made the …… day of … 20….. Between ……..(Name and Address of Tendering Authority) hereinafter called “UPDESCO” of the one part and ………. (Name and address of Bidder) hereinafter called “the Service Provider” of the other part :

WHEREAS the UPDESCO is desirous to………………………….(Brief description of Services) and has accepted an e-Bid by the Service Provider for the………………………….in the offices of …………………………… in the sum of …………… (Contract price in Words and Figures) (hereinafter called the “Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
   (a) the e-Bid Form;
   (b) the Scope of Work and Approved Rates;
   (c) the Conditions of Contract;
   (d) work order issued by UPDESCO to Service Provider.

3. In consideration of the payment to be made by UPDESCO to the Service Provider as hereinafter mentioned, the Service Provider hereby covenants with UPDESCO to provide the services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. UPDESCO hereby covenants to pay the Service Provider in consideration of the provision of the services rendered and the remedying of defects therein, the value of ordered services on the Contract rates or such other sum as may become payable under the provisions of the Contract at the time and in the manner prescribed by the Contract.

SCOPE OF WORK AND TIME SCHEDULE FOR ITS COMPLETION:

All the work shall be delivered within ……… days from the date of issue of the work order.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws on the day and year first above written.

Signed, Sealed and Delivered by the

said ………………………………………….(For UPDESCO)

in the presence of …………………………………………

Signed, Sealed and Delivered by the

said ………………………………………….(For Service Provider)

in the presence of …………………………………………
SECTION-III

(6) Capability Statement (CS)

Particulars of Applicant Company/Firm:

1. Name of the Bidder Company / Firm :

   Address of the Bidder Firm :

   Telephone No.:
   Fax:
   Website:

2. Name and Designation of Contact Person :

   Email of Contact Person :

   Telephone/ Mobile No. of Contact Person:

   Date of incorporation of Company / Organization:

3. PAN No. of Company / Organization

4. Service TAX Registration No. & Date

5a. Details of Tender Document Fee (Non-refundable)

<table>
<thead>
<tr>
<th>Demand Draft/Banker's Cheque/Cash deposit receipt in UPDESCO</th>
<th>No:</th>
<th>Date:</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Drawn on, Bank Name:</td>
<td></td>
<td></td>
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<tr>
<td>Branch Name:</td>
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</tbody>
</table>

5b. Details of Security Amount Submitted in UPDESCO

6. Certifications

<table>
<thead>
<tr>
<th>ISO-9000 Series (Please specify)</th>
<th>Yes/No</th>
<th>Valid up to</th>
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</thead>
<tbody>
<tr>
<td>SEI- CMM Level (indicate the level)</td>
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<tr>
<td>Any other (Please specify) (indicate the level wherever it is applicable)</td>
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<td></td>
</tr>
</tbody>
</table>
7. Similar Jobs undertaken during last 3 years in support of projects mentioned in Section-III(3)-Scope of Work and their Acceptance.

<table>
<thead>
<tr>
<th>Year</th>
<th>Job description</th>
<th>Department</th>
<th>Total value of the job</th>
<th>Total no. of manpower deployed</th>
</tr>
</thead>
<tbody>
<tr>
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</tbody>
</table>

8. Details of minimum 2 Government client(s) to whom similar services were offered in the past and to whom reference may be made regarding the bidder’s performance for timely completion of job and service support:

<table>
<thead>
<tr>
<th>Complete address of the client(s)</th>
<th>Name &amp; designation of contact person(s)</th>
<th>Mobile/Phone/Fax no./E-mail address(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tbody>
</table>

Signature, name and designation of authorized signatory
SECTION-IV
(1) e-BID FORM

Tender Reference No. : UPDESCO/SW/2017/MW69

Date : …………

To :

The Managing Director,
U.P. Development Systems Corporation Ltd.,
II Floor, UPTRON BUILDING, Gomti Nagar,
Lucknow (U.P.) - 226 010

Sir,

Having examined the Financial e-Bid documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to …………………………………………………………………………………………………… (Description of Services) in conformity with the said e-Bid documents for the sum as may be ascertained in accordance with the Schedule of rates attached herewith and made part of this bid, and hereby undertake that we accept all the conditions of the contract (Section-II) and will complete the work as per the Detailed Scope of Work (Section-III(3)) of the e-Bid document. We further undertake that we fulfill the qualification requirement (Section-III(4)) and for this purpose we enclose the details. In addition to this, the proof of security already submitted for empanelment as required bid security is furnished with this e-Bid form.

We further undertake, if our e-Bid is accepted, to provide the services in accordance with the schedule specified in the Detailed Scope of Work (Section-III(3)).

We agree to abide by this e-Bid for the e-Bid validity period specified in the ITB and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and your notification of award shall constitute a binding Contract between us.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely “Prevention of Corruption Act 1998”.

We understand that you are not bound to accept the lowest or any e-Bid you may receive.

Dated this ………… day of …………… 20…..

____________________________________
(Signature) (in the capacity of)

Duly authorized to sign e-Bid for and on behalf of
SECTION-IV

(2) Price Schedule / BoQ

Tender Reference No.: UPDESCO/SW/2017/MW69

Name of Bidder Firm: 

General Note:

(i) For software projects the bidder has to quote Amount for respective work items of a project considering that deduction @10% of Updesco share for software works shall be made out of the quoted Amount while making payment to the selected Service Provider after completion of the work.

(ii) The total cost of a project will be the Grand Total of Amount including Total Taxes for that Project computed after summation of Amount including Total Taxes values for all work items. The Amount values for work items which have more than one quantity shall be computed based on their unit quoted Amounts multiplied by their expected/actual quantities and these total values of Amounts plus taxes i.e. values for Amount including Total Taxes for these work items will be considered while computing the Grand Total of Amount including Total Taxes. In case cost are provided for two categories of works (A) & (B) in some projects, then Overall cost (C) i.e Grand Total of Amount of (A) without tax + Grand Total of Amount of (B) without tax will be considered while computing the Overall Total Cost without Taxes.

(iii) If the computation for CGST and SGST for any of the work item of a project is not correct then the corrected values of Taxes for that work item shall be considered while computing the total cost of the project under consideration.

(iv) If required separate sheets can be enclosed.
### Project-A: Development of Additional Module in UP Ecotourism with One Year Hosting, Maintenance and Technical Support for Uttar Pradesh Forest Corporation.

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Description of Work as per scope given above for this project/schedule</th>
<th>Amount (Rs.)</th>
<th>Taxes (Wherever Applicable)</th>
<th>Amount including Total Taxes (Col-3+Col-6) (Rs.)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>CGST @ 9%</td>
<td>SGST@9%</td>
</tr>
<tr>
<td>1</td>
<td>Development of new module Online Vehicle Booking (01 Job)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Development of GST Module (01 Job)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Designing of Reports (01 Job)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Integration of Vehicle Booking with SMS Gateway (01 Job)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Redesigning of upecotourism.in (01 Job)</td>
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<td></td>
</tr>
</tbody>
</table>

**Grand Total of all modules in Figures**

Grand Total of Amount (Col-3) in Words:

Grand Total of Amount including Total Taxes (Col-9) in Words:

**Note**

Selection of the bidder for above project shall be done on the basis of lowest quoted (L1) Grand Total of Amount (Col-3). The Grand Total of Amount (Col-3) for this project shall be calculated by summation of "Total" Amount quoted for respective work items. If "Total" Amount of a work item is wrongly quoted then the correctly computed value shall be considered while calculating the Grand Total of Amount (Col-3).

### Project-B: Upgradation and Installation of Online Property Management Software and Accounts software based on double entry system for Mathura-Virndavan Development Authority, Mathura..

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Description of Work as per scope given above for this project/schedule</th>
<th>Amount (Rs.)</th>
<th>Taxes (Wherever Applicable)</th>
<th>Amount including Total Taxes (Col-3+Col-6) (Rs.)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>CGST @ 9%</td>
<td>SGST@9%</td>
</tr>
<tr>
<td>1</td>
<td>ACCOUNT SOFTWARE Upgradation of existing Double entry accounting system.</td>
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<td></td>
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<tr>
<td>2</td>
<td>TDS and GST module</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Upgradation existing Property Management system</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Note

Selection of the bidder for above project shall be done on the basis of lowest quoted (L1) Grand Total of Amount (Col-3). The Grand Total of Amount (Col-3) for this project shall be calculated by summation of "Total" Amount quoted for respective work items. If "Total" Amount of a work item is wrongly quoted then the correctly computed value shall be considered while calculating the Grand Total of Amount (Col-3).