

U.P. Development Systems Corporation Ltd.

2nd Floor, Uptron Building, Near Gomti Barrage, Gomti Nagar, Lucknow - 226 010

(A U.P. Government Undertaking)

Telephone: (0522) 2307803

Bidding for

Empanelment of Companies/Firms as Start-Up Company for Solution Design, Development of Application Software/ Website, Web Based Application, Data Processing, IT/ITES Services and Scanning & Digitization work

Bid Reference	: UPD/Emp/2024/SU
Website	: https://etender.up.nic.in
Date of Publishing	: 27-09-2023
Last Date and Time for Submission of Bids	: 31-10-2023 up to 3:00 pm
Date and Time of opening of Bids	: 01-11-2023 at 3:00 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 through e-Banking/RTGS/ NEFT (non-refundable)	: Rs 5,900=00 including GST (@18% (Rupees five thousand nine hundred only)

This Document Contains -- 27 Pages

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e-TENDER NOTICE

Opportunity for Empanelment as a Startup with UPDESCO

Online e-bids are invited from registered and experienced Companies/Firms of proven capabilities in the following areas/fields separately for their empanelment:-

- (i) **As Startup** for Solution Design, Development of Application Software/Website, Web Based Application, Data Processing, IT/ITES Services and Scanning & Digitization work.

The last date for submission of e-bids is **31-10-2023** upto 3:00 p.m. The bids shall be opened on 01-11-2023 at 3:00 p.m. The complete bid document can be downloaded from the e-procurement website **<https://etender.up.nic.in>**. The UPDESCO reserves the right to cancel any or all the e-bids/annul the bidding process without assigning any reason. Already empanelled Companies/Firms, whose empanelment is valid for the period upto 31-10-2023 have to apply against this tender a fresh. Please refer above website for further amendments, if any.

UPD/Empl/2024/SU

MANAGING DIRECTOR

INVITATION FOR BIDS

This invitation for bids is for empanelment of registered and experienced Companies/Firms of proven capabilities as Start-up Company for Solution Design, Development of Application Software/ Website, Web Based Application, Data Processing, IT/ITES Services and Scanning & Digitization work in UPDESCO for a period of two years. The Companies/Firms, whose empanelment is expiring on 31st December 2023, have to apply against this tender a fresh.

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 <https://etender.up.nic.in> by adopting the procedure given in the tender. After submission of e-bids by the bidder on website, the original hard copy of the same should also be submitted in the office of UPDESCO on or before the last date and time of opening the bids. If the date for opening 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 "<https://etender.up.nic.in>" shall remain same even if this date is declared as holiday.
2. The bids prepared in accordance with the procedures enumerated in ITB Clause 6 of Section-I should be submitted through e-procurement website <https://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 <https://etender.up.nic.in>. Interested bidders may view, download the bidding document and submit their bids online up to the date and time mentioned in the table below:

(a)	Date of publication of tender notice	27/09/2023
(b)	Availability of tender document on website	27/09/2023
(c)	Bid submission start date & time (Submission of tender & processing cost and other supporting documents in PDF format)	01/10/2023
(d)	Bid submission end date & Time	31/10/2023 upto 3:00 pm
(e)	Online technical bids opening date & time	01/11/2023 at 3:00 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	- R.S. Singh, Assistant Manager (Pro.) M: 9335075943 Email: singhramashankar@yahoo.com - H.C. Gupta, Sr. Manager (Systems) M: 9335075944 Email: gupta_hc@yahoo.com
(h)	Tender Processing Fee through e-Banking/RTGS/NEFT (non-refundable)	Rs 5,900.00 including GST @18% (Rupees five thousand nine hundred only)
(i)	Security to be deposited along with the Bid	NIL
(j)	Bank details of UPDESCO for payment of Tender Processing Fee	In favor of Uttar Pradesh Development Systems Corporation Ltd. S/B Bank A/c No. 020701000041138 of Indian Overseas Bank, Lucknow Main Branch IFSC code: IOBA0000207

4. The bidders need to submit the tender processing fee and security as stated in the above table through e-Banking/RTGS/NEFT in favour of "U.P. Development Systems Corporation Ltd., Lucknow" along with their bids. The proof must be submitted along with the e-bids. This is to inform the bidder that there is provision of single security amount on the website <https://etender.up.nic.in>.
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 or 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.
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 along with a fee of Rs. Rs 7,708/- (Rupees seven thousand seven hundred eight only) for participating electronically in this tender and other e-Tenders of U.P. Govt. departments. 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) phone numbers 0522-2286808, 2286809, 2286816, 2288750,, Fax: 0522-2288583, E-mail: md@uplc.in, uplciko@gmail.com, Website: <http://www.uplc.in> 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 "<https://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. 5,900.00 (rupees five thousand nine hundred only) (including GST) through e-Banking/RTGS/NEFT payable in favor of U.P. Development Systems Corporation Ltd., Lucknow. This tender document and processing cost will be non-refundable to the bidders.

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) Bid Processing Fee, Declaration by the Bidder and MoU
 - (b) Balance Sheet(s) and ITR(s)
 - (c) Infrastructure, Work Experience, No. of Employees, Certification
 - (d) Capability Statement, Annexure-1 to Annexure-5.
- 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 <https://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 <https://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 <https://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, Declaration by Bidder and MoU** – includes copy of Bid processing fee furnished in accordance with ITB Clause 1 and 8 in PDF format, signed copy of Declaration by the Bidder, Memorandum of Understanding (MoU) and Articles of Association in PDF format.
- (ii) **Balance Sheet(s) and ITR(s)** – includes copies of required documents related to as per ITB Clause 17.1 in PDF format justifying that the Bidder is qualified and meets the criteria for empanelment.
- (iii) **Infrastructure, Work Experience, No. of Employees and Certification** – includes copies of required documents related to as per ITB Clause 17.1 in PDF format justifying that the Bidder is qualified and meets the criteria for empanelment.
- (iv) **Capability Statement and Annexures** – includes Capability Statement and Annexure-1 to Annexure-5 in PDF format.

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 of the above amount shall be submitted e-Banking/RTGS/NEFT 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.

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 have to submit its bid electronically on e-procurement website <https://etender.up.nic.in> by adopting the procedure given in the tender. After submission of e-bids by the bidders on website, the original hard copy of the same including tender and proof of processing cost should also be submitted in the office of UPDESCO in sealed cover clearly marked on the top of the envelop "Bid for Start-up Company" and should reach Managing Director, U.P. Development Systems Corporation Ltd., 2nd Floor, Uptron 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 "<https://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 "<https://etender.up.nic.in>". For this, the bidders have to register themselves by depositing a fee of Rs 7,708/- (Rupees Seven thousand seven hundred eight 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 "<https://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 "<https://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 <https://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.
- 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 <https://etender.up.nic.in> no later than the 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 <https://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 <https://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 <https://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 following 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) OPENING 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.

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 Start-up Company

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 Start-up Company will be selected on the basis of their existing experience, manpower availability, technical competence and experience of working in the related field(s). Start-up Company 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 Start-Up will be for a period of two years. The Companies/Firms, whose empanelment is expiring on 31st December, 2023, have to apply against this tender a fresh.

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 etenders will be invited from the Start-up Companies' 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 Start-up Company: Dealings with other empanelled Start-up Companies 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 Start-up Companies ought to be respected; and no engagement in harmful, disappearing or predatory tactics will be entertained.

- c) Relationship with Principals: Empanelled Start-up Companies 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 Start-up Companies 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 Start-up Companies 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 Start-up Companies 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 Start-up Companies will automatically stand terminated.

23. Use Of Documents And Information For Projects

The empanelled Start-up Companies 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 Start-up Companies 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 Start-up Companies in the execution of the allotted Job order shall become and remain the exclusive property of UPDESCO. The documents prepared will be the exclusive property of UPDESCO and UPDESCO will have the Intellectual Property Rights (IPR) and Replication Rights on the documents. Start-up Companies will be obliged to submit at least two copies of complete SRS and Complete Operational documentation. The bound copies of Document/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 Start-up Company with UPDESCO on back to back basis for smooth execution of the order. Optionally, a tripartite Agreement/MoU is required to be signed among UPDESCO, the client department and the concerned empanelled Startup

26. Taxes and Duties

The empanelled Start-up Companies shall be solely responsible for all Taxes, Duties, License fees, Service Tax, Octroi etc. applicable from time to time. Start-up Companies 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.

27. Termination For Default

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

- a) The empanelled Start-up Companies 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 Start-up Companies fail to perform any other obligation(s) under the work order/contract.
- c) The empanelled Start-up Company fails to submit all the reports and documentation work towards assigned job to the client/UPDESCO.

28. Termination / Suspension of Empanelment

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

29. Settlement of Disputes

- 29.1 If any dispute or difference of any kind whatsoever shall arise between UPDESCO and the Start-up Company 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.
- 29.2 If, any thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either UPDESCO or the Start-up Company 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.
- 29.3 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.
- 29.4
 - 29.4.1 In case of dispute or difference arising between the UPDESCO and a domestic Startup 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.
 - 29.4.2 The Additional Chief Secretary/Principal Secretary/Secretary, I.T. & Electronics Department, Govt. of U.P. or a person nominated by him/her shall be the sole arbitrator both in case of foreign supply as well as Indian supply.
 - 29.4.3 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.
 - 29.4.4 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 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.
- 29.5 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 Start-up Company any monies due to the Start-up Company.

30. Limitation of Liability

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

- (a) the Start-up Company 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 Start-up Company to pay liquidated damages to UPDESCO and
- (b) the aggregate liability of the Start-up Company to UPDESCO, whether under the Contract, in tort or otherwise, shall not exceed the total value of order under this Contract.

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

- (a) 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.
- (b) All payments will be received directly by UPDESCO. Running payment will be provided to the Start-up Companies as required by the job, and mentioned in the work order as per terms and conditions of the contract.
- (c) The empanelment as Start-up Company 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.
- (d) All the documents required should be submitted along with the technical bid of the tender only.
- (e) Printed conditions of the bidder submitted with the bid will not be binding on UPDESCO.
- (f) 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.
- (g) Bids not conforming to any or all the above terms and conditions are liable to be rejected. Incomplete bids are liable to be rejected. Bids found with false information shall stand rejected. All disputes are subject to Lucknow jurisdiction only.

SECTION II : REQUIREMENTS FOR EMPANELMENT AND EVALUATION OF BIDS

1. The bids only from reputed and experienced bidders for Solution Design, Development of Application Software/ Website, Web Based Application, Data Processing, IT/ITES Services and Scanning & Digitization work are invited for empanelment as Start-up Companies of UPDESCO for a period of two years from the date of issue of allotment letter for empanelment or till 31st December 2025 whichever is earlier against this invitation for bids. The bidders of proven capabilities in the above areas/fields would be empanelled against this notification. The Companies/Firms, whose empanelment is expiring on 31st December, 2023, have to apply against this tender a fresh.
2. The main work/services that are expected to be given by bidders are as follows:-

2.1 Software Development:

Execution of order under this category will be in general, consist of the following steps of operations as per the requirement of individual orders:

- a) Preparation of Business Processing Diagram (BPD) or proposal on the basis of preliminary study.
- b) Software Requirement Specifications (SRS).
- c) Software Design Document (SDD).
- d) Development of the Application Software and website.
- e) Testing and Maintenance of the Software and website.
- f) Application Software capable of running over internet & intranet.
- g) Data Entry and Processing related to Software Developed.
- h) Operation and maintenance under warranty period for minimum one year.
- i) Operational Manual in two copies, one for the Client Department and other for nodal agency.
- j) Submission of complete Application Source Code and soft & hard copies of User Manual and Design Documents.
- k) Services of Technical Manpower at Client's site for running the Application Software System.
- l) Conduct training programs for deployed Application Software.
- m) Annual Maintenance of Application Software.

2.2 IT Enabled Services:

Execution of order under this category may consist of one or more of the following jobs:-

Projects like Scanning, Storing, Retrieval and all other aspects of Digitization process, Geographical Interface System (GIS), Survey based development of Application Software, Geo Positioning System (GPS) based tracking system, Records/Document Management Systems/ Storage, Smart Card/Rfid support based application, Services/Solutions of Call Center and Social Media works.

Execution of order under this category will be in general, consist of the following steps of operations as per the requirement of individual orders:

- a) Preparation of Business Processing Diagram (BPD) or proposal on the basis of preliminary study.
- b) Software Requirement Specifications (SRS).
- c) Software Design Document (SDD).
- d) Development of the Software and website.
- e) Testing and Maintenance of the Software and website.
- f) Data Entry and Processing related to Software Developed.
- g) Installation of Hardware, Software and Networking at site. The hardware required for the project shall be procured for the department(s) by the Service Provider as per hardware procurement policy of U.P. Government.
- h) Submission of complete Application Source Code and soft & hard copies of User Manual and Design Documents.
- i) Services of Technical Manpower at Client's site for running the Application Software System.

- j) Conduct training programs for deployed Application Software.
- k) Scanning Indexing and digitization of records.

3.0 Web / Cloud Server based Services:

Execution of order under this category will be in general, consist of the following services as per the requirement of individual orders:

1. Software as a Service (SaaS).
2. Infrastructure as a Service (IaaS).
3. Platform as a Service (PaaS).
4. Disaster Recovery as a Service (DRaaS).
5. Dev / Test Environment as a Service (DevOps).
6. Virtual Desktops as a Service (VDaaS).
7. Support on all of the above.

The bidders have to comply with the specifications & conditions related to hosting at DC/DR and other parameters as per terms & conditions of the separate RFP to be published for selection of empanelled service providers for execution of each and individual work of the departments.

3. Categorization of Start-up Companies

The Companies/Firms shall have to bid for Empanelment in any One (01) of the following Categories. They shall be categorized into the following categories based on their financial and technical capability, infrastructure available with them:

S.No.	CATEGORY	Companies/Firms competent to provide services with an ESTIMATED PROJECT VALUE IN RS.
1	S	Upto 15.00 Lac

4. Eligibility Criteria for Category “S” Startup

Sl. No.	Eligibility Criteria	Documents required
1	Must be a Registered Start-up under Department for Promotion of Industry and Internal Trade (DPIIT- Formerly DIPP)	Copy of Registration Certificate (Self Certified)
2	The Startup owner/ founder should be a resident of India.	Copy of Aadhaar of Owner/Founder/any one of Partners/any one of the Directors (Self Certified).
3	The Startup Owner/Founder should be at least a Graduate from recognized University	Copy of Certificate (Self Certified)
4	Startup must have Income Tax (PAN) Registration.	Copy of Certificate (Self Certified)
5	Startup must have or applied for GST Registration	Copy of Certificate (Self Certified)
6	The Startup should not be blacklisted by Central Govt/State Govt/PSU/ Autonomous body in India and there should not be any criminal case registered against the Startup Owner/Founder of the company/Firm in any Court of Law.	Notarized affidavit on Rs 100/- Non Judicial Stamp paper
7	Must have sufficient Hardware Infrastructure viz. Desktop/Laptop, Printer, Scanner, UPS etc.	Enclose details of Hardware Infrastructure (Self Certified)
8	The Start-up owner must have executed at least 01 project or have 01 running project in the field of IT & ITeS for any Department or Institution (Public/ Private Sector) having minimum value of Rs. 01 Lac. <u>Marking Criteria:</u> One Project --- 10	Copy of work Order (Self Certified)

	Two Projects --- 15 Three Projects --- 20 More than Three Projects --- 25 Maximum Marks in this criteria ~ 25 Marks	
9	Startup should have at least 2 employees on roll <u>Marking Criteria</u> Two Employees -- 10 Three Employees -- 15 More than Three Employees -- 20 Maximum Marks in this criteria ~ 20 Marks	Declaration on Letter Head (Self Certified)
10	Startup registered in MSME Act, 2006 of GoI and/or U.P. MSME (Establishment & Operations) Act, 2020 <u>Marking Criteria</u> Not Registered -- 00 Registered as above -- 05 Maximum Marks in this criteria ~ 05 Marks	Copy of Registration Certificate (Self Certified)

For the empanelment of Category "Startup", minimum Qualifying Marks required are 25 out of 50.

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 Start-up Company 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	Startup
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. 5,900.00 including GST @ 18%. (Attach)	e-Banking/RTGS/NEFT No. dated of amount Rs 5,900/- 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	Registration as Startup Company under DIPP (Department of Industrial Policy and Promotion), GoI	(Bid Page No.)
13	Registration in any incubation center in India	(Bid Page No.)
14	Date of Existence/Incorporation (Attach Certificate)	(Bid Page No.)
15	Memorandum and Article of Association showing objectives of the company/firm (Attach) (If any)	(Bid Page No.)
16	ISO, CMM Certificate(s) (if any)	(Bid Page No.)
17	GST No. of bidder	(Bid Page No.)
18	PAN No. of bidder	(Bid Page No.)
19	Employees' Provident Fund (EPF) Registration No. (If any)	(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	Job award and Job completion certificates during preceding 03 FYs in case of Service Provider as per Annexure-2? (Attach)		
(i)	Job Order 1 (Details of Job Completed)	Ref. No.: Date: Scope of Work: Name of customer organization: Value of Project: (Bid Page No.) Completion Certificate: Ref. No.: Date: Certificate awarding authority: (Bid Page No.)	
(ii)	Job Order 2 (Details of Job Completed)	Ref. No.: Date: Scope of Work: Name of customer organization: Value of Project: (Bid Page No.) Completion Certificate: Ref. No.: Date: Certificate awarding authority: (Bid Page No.)	
24	Total Strength of Personnel as per Annexure-3		
	No. of Marketing Personnel	No. of Technical Personnel	No. of Supporting Staff
(Bid Page No.)			
25	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.)	
26	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 Start-up Company may be empanelled with other I.T. Company/Organization of I.T. & Electronics Department, Government of Uttar Pradesh. However, the empanelled company 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 in UPDESCO.
2. The empanelment of the Start-up Company will be for a period of two years. The Start-up Company need not to submit any security in favour of "Uttar Pradesh Development Systems Corporation Ltd.".
3. The Start-up Company 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 Start-up 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 shall be invited from the Start-up 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 Start-up Company an MOU / Agreement defining the terms and conditions of the tender will have to be signed between UPDESCO and the Start-up Company.
5. The limit of single work being executed through Start-up Company has been kept Rs 15.00 lacs (maximum).
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 Start-up Company as per the terms and conditions of MOU / Agreement.
8. The release of payments by UPDESCO to the Start-up Company shall be back to back, meaning thereby that payment to Start-up Company 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 Start-up Company is not allowed to submit his proposal in that particular department. In case of open tender, the empanelled Start-up Company is free to participate directly even if UPDESCO is participating. Violation of this term would lead to disqualification of Start-up Company and their empanelment shall be cancelled and they will be barred from getting themselves re-empanelled for a period of at least 5 years.
10. If a Start-up Company 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 Start-up Company.

11. UPDESCO reserves the right to inspect the site of the Start-up Company at any time and if the infrastructure is not found adequate as per this tender requirements, the empanelment of the Start-up Company will be cancelled.
12. If the Start-up Company hides some information or gives wrong information or is found misrepresenting, empanelment of that Start-up Company 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 Start-up Company. Any violation of the same shall lead to cancellation of empanelment of the Start-up Company.
14. Start-up Company shall not divulge any contents of this agreement, in part or whole without express written permission of UPDESCO.
15. The Start-up Company 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 Start-up Company 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 Start-up Company 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 project/job deliverables by the Start-up Company to UPDESCO and to the client 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.
20. The Start-up Company will have to upload their company/firm's details (like photographs with Geo tag, and video of their development center) on the web application <https://updemp.upsdc.gov.in> of UPDESCO. Credentials (login ID and Password) of respective company/firm for the web application shall be provided to the company/firm.

Signature, name and designation of authorized signatory

(Job award and successful job completion certificates are essential and to be Annexed)

Signature, name and designation of authorized signatory

(Document in support of employees is to be Annexed)

[illegible]

Signature, name and designation of authorized signatory

DETAILS OF LAN INSTALLED IN BIDDER'S PREMISES

(Proof of LAN installed and genuine and licensed software are essential and to be Annexed)

Sr. No.	DETAIL	NUMBERS	PROCESSOR TYPE	YEAR OF ACQUISITION	MAKE	OWNED/LEASED
1	DESKTOP					
2	LAPTOP					
3	SERVER					
4	NETWORK PRINTER					
5	LASER PRINTER					
6	SCANNER					
7	UPS					

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: UPD/Empl/2024/SU 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	Remarks
1.	U.P. Electronics Corporation Limited		A Company/Organization is not eligible to apply for empanelment after being empanelled in any two Nodal Agencies out of UPDESCO, U.P. Electronics Corporation Ltd., Shreetron India Ltd., Uptron Powertronics Ltd.
2.	Shreetron India Limited		
3.	Uptron Powertronics Limited		

(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: