

उत्तर प्रदेश लघु उद्योग निगम लिमिटेड
110, औद्योगिक आस्थान, फजलगंज, कानपुर-208012

ई-निविदा सूचना तिथि
01.03.2024

— अल्पकालिक ई-निविदा सूचना—

तकनीकी ई-निविदा खुलने की तिथि
19.03.2024

Raising and Acceleration MSME Performance (RAMP) के अन्तर्गत सॉफ्टवेयर हेतु ई-टेण्डरिंग पोर्टल के माध्यम से निम्न कार्य की निविदा आमन्त्रित की जाती है। ई-निविदाओं का विस्तृत विवरण प्रदेश सरकार के ई-टेण्डरिंग पोर्टल <https://etender.up.nic.in> पर उपलब्ध है। ई-निविदा प्रपत्र दिनांक 15.03.2024 तक प्रदेश सरकार के ई-टेण्डरिंग पोर्टल <https://etender.up.nic.in> पर अपलोड किये जा सकते हैं। दिनांक 15.03.2024 की सायं 6 बजे के बाद लोड की गई किसी भी ई-निविदा पर विचार नहीं किया जायेगा। ई-निविदा दिनांक 19.03.2024 को सायं 3.30 बजे गठित ई-निविदा कमेटी के समक्ष खोली जायेगी, जिसमें स्वयं निविदादाता अथवा उसका एक प्रतिनिधि उपस्थित रह सकता है। निविदादाता पृथक-पृथक कार्यों की धरोहर धनराशि एवं निविदा मूल्य निगम के खाता संख्या 20768181700 इंडियन बैंक, काकादेव, कानपुर, IFS Code IDIB000K521 में अधिशाषी अभियन्ता, उ०प्र० लघु उद्योग निगम लि०, कानपुर के नाम से जमा करेगा एवं उसकी रसीद ई-निविदा के साथ अनिवार्य रूप से अपलोड करेगा, अन्यथा निविदा पर विचार नहीं किया जायेगा। एक अथवा समस्त ई-निविदाओं को निरस्त करने का अधिकार निगम के पास सुरक्षित रहेगा। निविदा का विस्तृत विवरण निगम की वेब साइट www.upsic.in पर उपलब्ध है।

क्र० सं०	कार्य का नाम	धरोहर धनराशि (रु०)	निविदा मूल्य GST सहित (रु०)	कार्यावधि	वैधता समय
1	Appointment of Agency for Design, Development, Implementation, Maintenance & Training of Cloud based State Unified Portal under RAMP SIP Project "Strengthening, Monitoring and Evaluation ecosystem through UP MSME One Connect."	2500000.00	29500/-	2 माह	3 माह

पत्रांक : 1979 / उपसिक / टेण्डर नोटिस / 2023-24

अधीक्षण अभियन्ता
वृत्त -1
दिनांक : 01/3/24

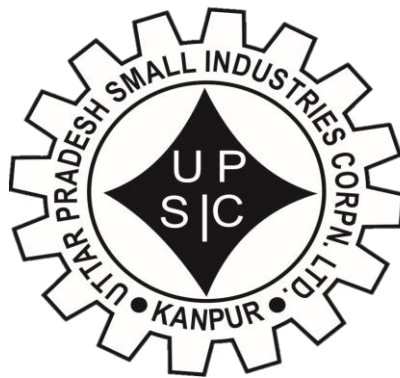
- प्रतिलिपि : 1. सम्बन्धित कमेटी सदस्य
2. प्रबन्धक लेखा (निर्माण)।
3. सूचना पट- यू०पी०एस०आई०सी० मुख्यालय।
4. निगम की वेब साइट पर अपलोड कराने हेतु प्रेषित।

अधीक्षण अभियन्ता
वृत्त -1

Request for Proposal (RFP)

For

Appointment of Agency for Design, Development, Implementation, Maintenance & Training of Cloud based State Unified Portal under RAMP SIP Project “Strengthening Monitoring and Evaluation ecosystem through UP MSME One Connect.”



**Uttar Pradesh Small Industries Corporation Ltd,
(An Uttar Pradesh Govt. undertaking),
110, Kanpur Rd, Industrial Estate, Fazalganj,
Industrial Estate, Kanpur, Uttar Pradesh 208012**

**NOTICE INVITING TENDER
FOR**

Appointment of Agency for Design, Development, Implementation, Maintenance & Training of Cloud based State Unified Portal under RAMP SIP Project “Strengthening Monitoring and Evaluation ecosystem through UP MSME One Connect.”

Uttar Pradesh Small Industries Corporation Ltd. (UPSIC), Kanpur, Uttar Pradesh invites technical and financial proposals from software development firms who have prior experience of working as Project Management Unit (PMU) with PSUs, State Government(s)/Gol and large industries.

This RFP document is being prepared to provide details about scope of work, expectations from bidder, bidding procedure and can be downloaded from official website of UPISC, or collected in hardcopy from UPSIC, Kanpur office at 110, Kanpur Rd, Industrial Estate, Fazalganj, Industrial Estate, Kanpur, Uttar Pradesh 208012.

Response to this RFP shall be deemed to have been done after careful study and examination of this document with the full understanding of its implications. This section provides general information about the Issuer, important dates and addresses, and the overall eligibility criteria for the parties. The RFP/tender document cost of INR 25,000 + 18% GST = INR 29,500 only is to be submitted vide crossed demand draft on any Nationalized Bank/ Scheduled Bank in favour of the “U.P. Small Industries Corporation Limited”, payable at Kanpur, Uttar Pradesh.

Issuer:

Managing Director,

U.P. Small Industries Corporations Limited

110, Kanpur Rd, Industrial Estate, Fazalganj Industrial Estate,

Fazalganj, Kanpur, Uttar Pradesh 208012

Phone: 0512-2241622, 0512-2236642

Fax: 0512-2213974

Email: eeupsicknp@gmail.com,

Disclaimer

The information contained in this Request for Proposal document ("RFP") or subsequently provided to Bidders, whether in documentary or any other form by or on behalf of the Tendering Authority or any of its employees or advisers, is provided to Bidders on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by the Authority to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this RFP.

This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Services and other requirements of the Authority as dealt with under the RFP. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP. The Bidder has to perform due diligence to understand complete, accurate, adequate, correct and reliable information.

Information provided in this RFP to the Bidders is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

The Authority, its employees and advisers make no representation or warranty and shall have no liability to any person including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Selection Process.

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Bidder upon the statements contained in this RFP.

The Authority may in its absolute discretion, but without being under any obligation to so, update, amend or supplement the information, assessment or assumption contained in this RFP. The issue of this RFP does not imply that the Authority is bound to select a Bidder or to appoint the Selected Bidder, as the case may be, for

the Project and the Authority reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority, or any other costs incurred in connection with or relating to its Proposal. All payment of such costs and expenses will remain with the Bidder and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Bidder in preparation or submission of the Proposal, regardless of the conduct or outcome of the Selection Process.

The Bidder on submission of the first Proposal shall be deemed to have acknowledged and undertaken that based on the terms and conditions of this RFP, the Bidder shall independently arrive at the solution, which is suitable for the requirements of the Authority and shall recommend the same in its bid after taking into consideration the effort estimated for implementation of the same. If any services, functions or responsibilities not specifically described in this RFP are an inherent, necessary or customary part of the deliverables or services and are required for proper performance or provision of the deliverables or services in accordance with the requirements of this RFP, they shall be deemed to be included within the scope of the deliverables or services, as if such services, functions or responsibilities were specifically required and expressly described in this RFP and shall be provided by the Bidder at no additional cost whatsoever.

1. Fact Sheet

Sr. No.	Particulars	Details
1	RFP/ Tender Availability	01.03.2024
2	Last date for receiving queries	05.03.2024
3	Date of Pre-Bidding Meeting	06.03.2024
4	Response to queries	08.03.2024
5	Proposal Due Date	15.03.2024
6	Technical Proposal Opening	19.03.2024
7	Financial Bid Opening	To be informed
8	Letter of Award	To be informed
9	Start Date	To be informed
10	Cost of Tender (Demand Draft)	INR 25,000 + 18% GST = INR 29,500 only
11	Earnest Money Deposit (EMD) in the form of Demand Draft	INR 25,00,000 (Rupees Twenty-Five Lac Only)
12	Performance Bank Guarantee	3% of the Total Fees of the selected bidder
13	Website for Tender Documents	Official website of UPSIC (http://upsic.in) and E-tender-website (https://etender.up.nic.in/nicgep/app)
14	Method of Selection	LCS (Least Cost System)
15	Contact Details	Managing Director, U.P. Small Industries Corporations Limited 110, Kanpur Rd, Industrial Estate, Fazalganj Industrial Estate, Fazalganj, Kanpur, Uttar Pradesh 208012 Phone: 0512-2241622, 0512-2236642 Fax: 0512-2213974 Email: eeupsicknp@gmail.com ,

Note:

1. Department reserves the right to change any schedule of bidding process. Please visit the Department website regularly for the same.
2. Proposals must be received not later than time, date and venue mentioned in the Fact Sheet. Proposals that are received after the deadline WILL NOT be considered in this procurement process.

2. Background Information

2.1 Background

Uttar Pradesh Small Industries Corporation Ltd (UPSIC) is a public sector undertaking of Government of Uttar Pradesh to promote industrialization and development of MSMEs.

RAMP (Raising and Accelerating MSME Performance):

- RAMP is a World Bank assisted Central Government Scheme, supports the overall Covid Resilience and recovery Programme of MoMSME and Recovery Interventions of the Ministry of Micro, Small and Medium Enterprises (MoMSME)
- RAMP is a Rs 6,062.45 crore World Bank assisted central sector programme. Out of the total outlay of Rs 6062.45, Rs. 3750 crore would be a loan from the World Bank and the remaining Rs. 2312.45 crore would be funded by government of India. RAMP seeks to scale up implementation capacity and MSME coverage in states, directly or indirectly benefits all 63 million MSMEs. 5.55 lakh MSMEs specially targeted for enhanced performance.
- The UPSIC has been designated as Nodal Agency for implementation of RAMP Scheme in Uttar Pradesh by the State Government.
- **RAMP SIP (Strategic Investment Plan):** Under the RAMP Initiative, through the SIP projects efforts would be undertaken to improve and elevate MSMEs and their competitiveness. One of the projects undertaken is “Strengthening Monitoring and evaluation ecosystem through UP MSME One Connect”. The project has three objectives: 1. Development of State Unified Portal 2. Monitoring and Evaluation Ecosystem 3. One Connect Call Center.
- This RFP is to appoint Agency for **Design, Development, Implementation, Maintenance & Training of Cloud based State Unified Portal** under RAMP SIP Project “Strengthening Monitoring and Evaluation ecosystem through UP MSME One Connect.”

3. Eligibility Criteria

3.1 Eligibility requirements for the Entity/Consulting Firm/Organization

The Bidder must possess the requisite experience, strength, and capability in providing the services necessary to meet the requirements as described in the RFP/ Tender documents. The Bidder must also possess the technical know-how and the financial wherewithal that would be required to successfully provide the Services. The bids must be complete in all respect and should cover the entire scope of work as stipulated in the

Tender document. The invitation to Proposal is open to all Bidders who qualify the eligibility criteria as given below:

Criteria	Requirements	Documentary Evidence
Legal Entity	<ul style="list-style-type: none"> The Bidder should be a business entity registered in India under the Companies Act 2013, or a firm registered under the Limited Liability Partnership Act of 2008, or proprietorship firm, or partnership firm and operating for last 3 years in IT business consulting as on date of submission of bid 	<ul style="list-style-type: none"> Certificate of Registration/ Incorporation PAN and GST
Company Certifications	<ul style="list-style-type: none"> The Bidder should be Empanelled with CERT-IN. Bidder should be CMMI Level 3 or above certified. Bidder must be ISO 10667-1:2020, ISO/IEC 27032:2012, ISO/IEC 27701:2019, ISO/IEC 20000, ISO 22301 & ISO 27001 Certified at least six months before publication date of this bid 	<ul style="list-style-type: none"> Relevant Certification to be attached
Employee Certifications	<ul style="list-style-type: none"> Bidder must have AWS, CHFI, CISA, CISM, CISSP, CND, CPENT, CREST, CTIA, ECSA, eWPTX, GIAC, ISO Lead Auditor, LPT, OSCP certified resources. 	<ul style="list-style-type: none"> Relevant Certification to be attached
Financial turnover	<ul style="list-style-type: none"> The bidder should have minimum average annual turnover of Rs 100 Lac In providing IT related services in India (FY 2020-21, 2021-22, 2022-23). 	<ul style="list-style-type: none"> CA certificate Audited balance sheets for the last three financial years (i.e., 2020-21, 2021-22 and 2022-23) to support the claim.
Bidder experience	<ul style="list-style-type: none"> Minimum 15 IT related government projects with 1 project of not less than Rs.50 Lac in the last three years 	<ul style="list-style-type: none"> Work Order/ Agreement/ letter from engagement client with Final Sanction letter of the project
Blacklisting	The Bidder should not have been blacklisted/ terminated for non-performance	Self-certification with Affidavit

Criteria	Requirements	Documentary Evidence
Consortia/ Tie Ups/ JVs	Not permitted	

4. Instruction to the Bidders

4.1 General Conditions of Contract

1. All information supplied by Bidders may be treated as contractually binding on the Bidders, on successful award of the assignment by the Department based on this RFP.
2. No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of the Department. Any notification of preferred bidder status by the Department shall not give rise to any enforceable rights by the Bidder. The Department may cancel this public procurement at any time prior to a formal written contract being executed by or on behalf of the Department.
3. This RFP supersedes and replaces any previous public documentation & communications, and Bidders should place no reliance on such communications.

4.2 Definitions

Unless the context otherwise requires, the following terms whenever used in this RFP and Contract have the following meanings:

1. "Bidder" means firm/ company who submits proposal in response to this Request for Proposal document.
2. "Bidder" means the firm/ company, selected through competitive tendering in pursuance of this RFP, for providing the consultancy services under the contract.
3. "Authority" means firm/ company who submits proposal in response to this Request for Proposal document.
4. 'Department' means Uttar Pradesh Small Industries Corporation Ltd. (UPSIC), Kanpur, Uttar Pradesh.
5. "Contract" means the Contract entered into by the parties for providing consultancy services along with the entire documentation specified in the RFP.
6. "Personnel" means professional and support staff provided by the selected consulting firm to perform services to execute an assignment and any part thereof.
7. "Proposal" means proposal submitted by bidders in response to the RFP issued by the Department for selection of Bidder
8. "Services" means the work to be performed by the Bidder pursuant to this RFP and to the contract to be signed by the parties in pursuance of any specific assignment awarded by the Department.
9. Resources deployed by Bidder are allowed to have maximum of twenty leaves per year on pro-rata basis.

4.3 Compliant Tenders/ Completeness of Response

1. Bidders are advised to study all instructions, forms, terms, requirements and other Bidders are advised to study all instructions, forms, requirements, appendices and other information in the RFP documents carefully. Submission of the bid / proposal shall be deemed to have been done after careful study

and examination of the RFP document with full understanding of its implications.

2. Failure to comply with the requirements of this paragraph may render the Proposal non-compliant and the Proposal may be rejected. Bidders must:
 - i. Comply with all requirements as set out within this RFP.
 - ii. Submit the forms as specified in this RFP and respond to each element in the order as set out in this RFP.
 - iii. Include all supporting documentations specified in this RFP.

4.4 Bidder queries & Clarifications

4.4.1 Bidders Queries

- a) Department shall invite queries from Bidders as per the details mentioned in the Fact Sheet of this document
- b) The Bidders will have to ensure that their queries for Pre-Bid meeting should reach to Department by email (Word File Only) on or before last date for sending pre-bid queries mentioned in Fact Sheet of this document through the e-mail of only authorized representative of the Bidder. The queries should necessarily be submitted in the following format:

Section/ Page No.	Content of RFP requiring clarifications	Change/ Clarification Requested	Remarks

- c) Department shall not be responsible for ensuring that the Bidder's queries have been received by them. Any requests for clarifications post the indicated date and time may not be entertained by the Department.
- d) The purpose of query clarification is to provide the Bidders with information regarding the RFP, project requirements, and opportunity to seek clarification regarding any aspect of the RFP and the project. However, 'Department' reserves the right to hold or re-schedule the Pre-Bid meeting.

4.4.2 Responses to Pre-bid Queries and Issue of Corrigendum

- a) The Department will endeavor to provide timely response to the queries. However, the Department makes no representation or warranty as to the completeness or accuracy of any response made in good faith, nor does the Department undertake to answer all the queries that have been posed by the bidders.
- b) At any time prior to the last date for receipt of bids, the Department may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP Document by a corrigendum.
- c) The Corrigendum or addendum (if any) & clarifications to the queries from all bidders will be uploaded on the official portal of Uttar Pradesh (<http://upsic.in>)
- d) Any such corrigendum or addendum shall be deemed to be incorporated into this RFP.

- e) In order to provide prospective Bidders reasonable time for taking the corrigendum into account, the Department may, at its discretion, extend the last date for the receipt of Proposals.

4.5 Key Requirements of the Bid

4.5.1 RFP Document Fees

RFP document can be downloaded from the website <http://etender.up.nic.in>. Online bid submission fee in form of bank demand draft of INR 25,000 + 18% GST = INR 29,500 only to be drawn in favour of “U.P. Small Industries Corporation Limited”, payable at Kanpur, Uttar Pradesh from any nationalized bank/ scheduled bank. The demand draft of RFP document fees should be submitted before the last date of submitting the proposal online. Proposals received without document fees shall be rejected.

4.5.2 Earnest Money Deposit

- a) Bidders shall submit, along with their Bids, Earnest Money Deposit (EMD) of Rs25,00,000. (Rupees Twenty Five Lacs Only), in the form of a Demand Draft, issued by any nationalized in favor of the “U.P. Small Industries Corporation Limited” at Kanpur, Uttar Pradesh and should be valid for 180 Days from the due date of the tender / RFP.
- b) EMD of all unsuccessful bidders would be refunded by the Department within 60 Days of the bidder being notified as being unsuccessful. The EMD, for the amount mentioned above, of successful bidder would be returned upon submission of Performance Bank Guarantee issued by any nationalized in favor of the U.P. Small Industries Corporation Limited, as per the format provided in Annexure IV.
- c) EMD amount is interest free and will be refundable to the unsuccessful bidders without any accrued interest on it.
- d) The bid/ proposal submitted without EMD, mentioned above, will be summarily rejected.
- e) The EMD may be forfeited:
 - i. If a bidder withdraws its bid during the period of bid validity.
 - ii. In case of a successful bidder, if the bidder fails to sign the contract in accordance with this RFP.

4.5.3 Submission of Responses

- a) The Bidder shall submit the bids separately i.e., “Technical” and “Financial” electronically online in official portal of Uttar Pradesh (<http://upsic.in>)
- b) The bid response will include Annexures as mentioned in this RFP.
- c) The last date for submitting bids electronically in official portal on or before as mentioned in the official portal.
- d) Late Bids are not allowed.
- e) Modification: The bidder can modify his bid before the last date of submission of bids.
- f) Withdrawal of Bids: The bidder can withdraw his bid before the last date of submission of bids.

4.5.4 Authentication of Bids

A Proposal should be accompanied by authorization letter / power-of-attorney

in the name of the signatory of the Proposal as per Annexure II mentioned in this RFP. But if the bid is signed by the Director or Partner of the firm then the power of attorney is not required.

4.5.5 Rights to terminate the process

- a. Department may terminate the RFP process at any time and without assigning any reason. Department make no commitments, express or implied, that this process will result in a business transaction with anyone.
- b. This RFP does not constitute an offer by Department. The Bidders' participation in this process may result Department selecting the Bidder to engage towards execution of the Contract.

4.6 Preparation and Submission of Proposal

4.6.1 Proposal Preparation Costs

The bidder shall be responsible for all costs incurred in connection with participation in the RFP process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions, preparation of proposal, in providing any additional information required by the Department to facilitate the evaluation process, and in negotiating a definitive contract or all such activities related to the bid process. The Department will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

4.6.2 Language

The Proposal should be filled by the bidders in English language only. If any supporting documents submitted are in any language other than English, translation of the same in English language is to be duly attested by the Bidders. For purposes of interpretation of the documents, the English translation shall govern.

4.6.3 Late Bids

- a. Original hard copy of Tender fees and EMD received after the due date and the specified time (including the extended period if any) for any reason whatsoever, shall not be entertained and shall be returned unopened.
- b. The bids submitted through hard copy shall not be considered. No correspondence will be entertained on this matter.
- c. Department reserve the right to modify and amend any of the above-stipulated condition/ criterion depending upon project priorities vis-à-vis urgent commitments.

4.7 Evaluation Process

- a. Uttar Pradesh Small Industries Corporation Limited will evaluate the responses of the Bidders.
- b. The UPSIC shall evaluate the responses to the RFP and all supporting documents/ documentary evidence. Inability to submit requisite supporting documents/ documentary evidence, may lead to rejection.
- c. The UPSIC may ask for meetings with the Bidders to seek clarifications on their Proposals.

- d. The UPSIC reserves the right to reject any or all Proposals on the basis of any deviations.
- e. Any decision of UPSIC in this regard shall be final, conclusive and binding on the bidder.
- f. Each of the responses shall be evaluated as per the criteria and requirements specified in this RFP under Section 7, 'Evaluation and Selection'.

4.7.1 Tender Opening

Opening of the Proposals submitted up to the date and time mentioned in this RFP document by Department, in the presence of Bidders or their representatives who may be present at the time of opening. The representatives of the Bidders should be advised to carry the identity card or a letter of authority from the tendering firms to identify their bonafide for attending the opening of the Proposal.

4.7.2 Tender Validity

The offer submitted by the Bidders should be valid for minimum period of 180 days from the date of submission of Tender.

4.7.3 Tender Evaluation

Tender evaluation and Bidder Selection will be carried out as per the specifications mentioned in the Section on 'Evaluation and Selection'.

4.8 Modification and withdrawal of Bids

- a. The Bidder is allowed to modify or withdraw its submitted proposal any time prior to the last date prescribed for receipt of bids, by giving a written notice to the Department.
- b. Subsequent to the last date for receipt of bids, no modification of bids shall be allowed.
- c. The Bidders cannot withdraw the proposal in the interval between the last date for receipt of bids and the expiry of the proposal validity period specified in the Proposal. Such withdrawal may result in the forfeiture of its EMD from the Bidder.

4.9 Proposal Forms

Wherever a specific form is prescribed in the Proposal document, the Bidder shall use the form to provide relevant information. If the form does not provide space for any required information, space at the end of the form or additional sheets shall be used to convey the required information. For all other cases, the Bidder shall design a form to hold the required information.

4.10 Local Conditions

- a. Each Bidder is expected to become fully acquainted with the local conditions and factors, which may affect the performance of the Contract and/ or the cost.
- b. The Bidder is expected to know all conditions and factors, which may have any effect on the execution of the Contract after issue of letter of Award as described in the bidding document. The Department shall not entertain any request for clarification from the Bidder regarding such local conditions.
- c. It is the Bidder's responsibility that such factors have been properly investigated and considered before submitting the Proposal. No claim, what-so-ever, including

that for financial adjustment to the Contract awarded under the bidding document will be entertained by the Department. Neither any change in the time schedule of the Contract nor any financial adjustments arising there-of shall be permitted by the Department on account of failure of the Bidder to know the local laws/ conditions. The Bidder is expected to visit and examine and study the location of Govt. offices and its surroundings and obtain all information that may be necessary for preparing the Proposal at its own interest and cost.

4.11 Contacting the Uttar Pradesh Small Industries Corporation Limited, Kanpur, Uttar Pradesh

Any effort by a Bidder to influence the Proposal evaluation, Proposal comparison or Contract award decisions may result in the rejection of the Proposal. Bidder shall not approach Department officers after office hours and/ or outside Department office premises, from the time of the Proposal opening till the time the Contract is awarded.

4.12 Eligibility Criteria

The Bidder shall meet the criteria for eligibility mentioned in the Tender document.

4.13 Tentative Schedule of Events

Tentative schedule of events regarding this tender shall be as per the dates and time given in the Section-1: Fact Sheet.

4.14 Opening of Proposal

First, the technical proposal will be opened in the presence of eligible bidders, who wish to be present at the time of opening of Technical Proposal. The Financial Proposal may be opened in presence of technically short-listed Bidders. The Department's authorized representative will open the tenders. Sequence of opening is as follows:

- a. Technical Proposals
- b. Financial Proposals

4.15 Deciding Award of Contract

- a. The Department reserves the right to ask for a technical elaboration/clarification in the form of a technical presentation from the Bidder on the already submitted Technical Proposal at any point of time before opening the Financial Proposal. The Bidder shall furnish the required information to Department and its appointed representative on the date asked for, at no cost to the Department. The Department may at its discretion, visit the office of the Bidder any-time before the signing of Agreement.
- b. Department shall inform those Bidders whose Proposals did not meet the eligibility criteria or were considered non-responsive, informing that their Financial Proposals will be not opened after completing the selection process. Department shall simultaneously notify those Bidders who qualify for the Evaluation process as described in this Tender Document, informing the date and time set for opening of Financial Proposals. The notification may be sent by mail.

- c. The Bidder's name, the Proposal Price and other such details as the Tendering Authority may consider appropriate, will be announced and recorded by the Department at the opening of bid.
- d. After acceptance of LoA, Performance Bank Guarantee for 3% of fees, shall be deposited as specified in this document for signing an Agreement with Department.
- e. The Bidder is not allowed to form a Consortium or a Joint Venture.
- f. Special Condition for Awarding the Agreement:
 - i. Department will sign the Agreement with successful bidder for a period as mentioned in 'Duration of Contract' in the document.
 - ii. Department may extend the Agreement for a time period beyond what has been specified in 'Duration of Contract' in the document as per the terms mentioned in this RFP.
 - iii. Department will also have the right to provide extension/ increase in the scope of work as per the mutually agreed terms and conditions between both the parties.
 - iv. Department will have the right to ask for additional Team members beyond what has been specified in this RFP as per the mutually agreed terms and conditions between both the parties.

4.16 Confidentiality

- a. As used herein, the term "Confidential Information" means any information, including information created by or for the other party, whether written or oral, which relates to internal controls, computer or data processing programs, algorithms, electronic data processing applications, routines, subroutines, techniques or systems, or information concerning the business or financial affairs and methods of operation or proposed methods of operation, accounts, transactions, proposed transactions or security procedures of either party or any of its affiliates, or any client of either party, except such information which is in the public domain at the time of its disclosure or thereafter enters the public domain other than as a result of a breach of duty on the part of the party receiving such information. It is the express intent of the parties that all the business process and methods used by the Bidder in rendering the services here under are the Confidential Information of the Bidder.
- b. The Bidder shall keep confidential, any information related to this tender, with the same degree of care as it would treat its own confidential information. The Bidders shall note that the confidential information will be used only for the purposes of this tender and shall not be disclosed to any third party for any reason what-so-ever.
- c. At all-time of the performance of the services, the Bidder shall abide by all applicable security rules, policies, standards, guidelines and procedures. The Bidder should note that before any of its employees or assignees is given access to the Confidential Information, each such employee and assignees shall agree to be bound by the terms no less onerous than those contained under these tender and such rules, policies, standards, guidelines and procedures by its employees or agents.
- d. The Bidder should not disclose to any other party and keep confidential the terms and conditions of this Contract agreement, any amendment hereof, and any Attachment or Annexure hereof.
- e. The obligations of confidentiality under this section shall survive rejection of the contract.

- f. Except as otherwise permitted by this Agreement, neither of the parties may disclose to third parties the contents of this Agreement or any information provided by or on behalf of the other that ought reasonably to be treated as confidential and/or proprietary. Parties may, however, disclose such confidential information to the extent that it: (a) is or becomes public other than through a breach of this Agreement, (b) is subsequently received by the receiving party from a third party who, to the receiving party's knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information, (c) was known to the receiving party at the time of disclosure or is thereafter created independently, (d) is disclosed as necessary to enforce the receiving party's rights under this Agreement, or (e) must be disclosed under applicable law, legal process or professional regulations. These obligations shall be valid for a period of 3 years from the date of termination of this Agreement.

4.17 Execution of the Agreement

After acknowledgement of the LoA by the selected Bidder, a performance guarantee of 3% of Total Professional Fee (excluding GST) needs to deposit in the form of Bank Guarantee Bond from any nationalized/ scheduled bank in the name of U. P. Small Industries Corporation Limited, payable at Kanpur, Uttar Pradesh, the performance guarantee shall be valid for period of 1 month beyond the duration of Contract as specified in the RFP document. The Bidder/ Advisor shall sign the Agreement within 30 days from the issue of LoA. The date of team deployment would be considered as agreement start date for payment.

Agreement is extendable post the completion of the initial term on mutually agreed upon terms and conditions..

4.18 Performance Guarantee

The successful Bidder company/firm shall furnish the Performance Guarantee as stipulated in the section 'Contract Performance Security' in this document.

4.19 Duration of Contract

The Contract shall initially be valid for a period of 48 Months from the date of signing of Agreement subject to satisfactory performance of Bidder/ bidder.

4.20 Terms and Conditions: Applicable Post Award of Contract

4.20.1 Termination Clause

- a. Department may, without prejudice to any other remedy for breach of contract, by a written notice of default of at least 60 days sent to the selected Bidder, terminate the Contract in whole or in part (provided a cure period of not less than 90 days is given to the selected Bidder to rectify the breach):
 - i. If the selected Bidder fails to deliver any or all quantities of the Service within the time period specified in the Contract, or any extension thereof granted by Department; or
 - ii. If the selected Bidder fails to perform any other obligation under the Contract within the specified period of delivery of service or any extension granted thereof; or

- iii. If the selected Bidder, in the judgment of the Department, is found to be engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract.
- iv. If the selected Bidder commits breach of any condition of the Contract
- v. If Department terminates the Contract in whole or in part, amount of Performance Guarantee shall be forfeited.

4.20.1.1 Termination for Default

- a. Department may, without prejudice to any other remedy for breach of contract, by a written notice of default of at least 30 days sent to the selected bidder, terminate the contract in whole or in part (provided a cure period of not less than 30 days is given to the selected bidder to rectify the breach):
 - i. If the selected bidder fails to deliver any or all quantities of the service within the time period specified in the contract, or any extension thereof granted by the Department; or
 - ii. If the selected bidder fails to perform any other obligation under the contract within the specified period of delivery of service or any extension granted thereof; or
 - iii. If the selected bidder, in the judgment of the Department, is found to be engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the contract.
 - iv. If the selected bidder commits breach of any condition of the contract
 - v. If the Department terminates the contract in whole or in part, amount of Performance Guarantee shall be forfeited.

4.20.1.2 Termination for Insolvency

The Department may at any time terminate the Contract by giving a written notice of at least 30 days to the selected bidder, if the selected bidder becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the selected bidder, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Department.

4.20.1.3 Termination for Convenience

- a. The Department, by a written notice of at least 30 days sent to the selected bidder, 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 Department's convenience, the extent to which performance of the selected bidder under the Contract is terminated, and the date upon which such termination becomes effective.
- b. In such case, the Department will pay for all the pending invoices as well as the work done till that date by the Bidder and would pay for 30 days period.
- c. Depending on merits of the case the selected bidder may be appropriately compensated on mutually agreed terms for the loss incurred by the contract if any due to such termination. The Department shall not recover from the Bidder, in contract or tort, under statute or otherwise, any amount with respect to loss of profit, data or goodwill, or any other consequential,

incidental, indirect, punitive or special damages in connection with claims arising out of this Agreement or otherwise relating to the Services, whether or not the likelihood of such loss or damage was contemplated. The Department shall not recover from the Bidder, in contract or tort, under statute or otherwise, aggregate damages in excess of the fees actually paid for the Services that directly caused the loss in connection with claims arising out of this Agreement or otherwise relating to the Services

- d. Limitation of Liability- The Client shall not recover from the Bidder, in contract or tort, under statute or otherwise, any amount with respect to loss of profit, data or goodwill, or any other consequential, incidental, indirect, punitive or special damages in connection with claims arising out of this Agreement or otherwise relating to the Services, whether or not the likelihood of such loss or damage was contemplated.

4.20.1.4 Termination by Department

- a. The Department may, by not less than 30 days written notice of termination to the Bidder, such notice to be given after the occurrence of any of the events, terminate this Agreement if:
 - i. The Bidder fails to remedy any breach hereof or any failure in the performance of its obligations hereunder, as specified in a notice of suspension, within thirty (30) days of receipt of such notice of suspension or within such further period as the Department may have subsequently granted in writing;
 - ii. The Bidder becomes insolvent or bankrupt or enters into any agreement with its creditors for relief of debt or take advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary;
 - iii. The Bidder fails to comply with any final decision reached as a result of arbitration proceedings.
 - iv. The Bidder submits to the Department a statement which has a material effect on the rights, obligations or interests of the department and which the Technical Bidder knows to be false;
- b. Any document, information, data or statement submitted by the in its Proposals, based on which the Bidder was considered eligible or successful, is found to be false, incorrect or misleading; or as the result of Force Majeure, the Bidder is unable to perform a material portion of the Services for a period of not less than Thirty (30) days
- c. If the Department would like to terminate the contract for reasons not attributable to the Bidder performance, they will need to clear all invoices for the services up to the date of their notice along with 1-month fee pro-rata fee out of the total fee.
- d. If the Department would like to terminate the contract for reasons attributable related to the Bidder performance, the government will give a rectification notice for 30 days to Bidder in writing with specific observations and instructions.

4.20.1.5 Termination by Selected Bidder

- a. The selected Bidder may, by not less than 30 days written notice to the

Department, such notice to be given after the occurrence of any of the events, terminate this Agreement if:

- i. Department is in material breach of its obligations pursuant to this Agreement and has not remedied the same within thirty (30) days (or such longer period as the Bidder may have subsequently agreed in writing) following the receipt by the Department of the selected Bidder's notice specifying such breach
- ii. If there are more than 2 unpaid invoices and Department fails to remedy the same within 45 days of the submission of the last unpaid invoice
- iii. As the result of Force Majeure, the selected Bidder is unable to perform a material portion of the Services for a period of not less than thirty (30) days; or
- iv. The Department fails to comply with any final decision reached as a result of the Dispute Resolution mechanism/proceedings.
- v. Upon termination of this Agreement all pending payments due till the date of the termination of the Contract will be made by Department to the selected Bidder within 30 days of the Contract termination
- vi. The Bidder may terminate this Agreement, immediately upon written notice to the Client if the Bidder reasonably determines that it can no longer provide the Services in accordance with applicable law or professional obligations

4.20.1.6 Consequences of Termination

- a. In the event of termination of the Contract due to any cause whatsoever, [whether consequent to the stipulated term of the Contract or otherwise], the Department shall be entitled to impose any such obligations and conditions and issue any clarifications as maybe necessary to ensure an efficient transition and effective business continuity of the Service(s) which the Bidder shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/breach, and further allow the next successor Bidder to take over the obligations of the erstwhile Bidder in relation to the execution/continued execution of the scope of the Contract.
- b. Nothing herein shall restrict the right of the Department to invoke the Department Guarantee and other guarantees, securities furnished, enforce the Deed of Indemnity and pursue such other rights and/or remedies that may be available to the Department under law or otherwise.
- c. The termination here of shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of the Contract that are expressly or by implication intended to come into or continue in force on or after such termination.

4.20.2 Dispute Resolution Mechanism

- a. The Department and the Bidder shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract. If, after thirty (30) days from the commencement of such informal negotiations, the Client and the Bidder have been unable to amicably resolve dispute, either party may require that the

dispute be referred for resolution in accordance with the Arbitration and Conciliation Act, 2021.

- b. If after 30 days from the commencement of such direct negotiations the dispute is not resolved, it shall be referred to Managing Director, Uttar Pradesh Small Industries Corporation Ltd., Kanpur, Uttar Pradesh. The decision taken thereof shall be final and binding upon both parties.
- c. Pending the submission of and/or decision on a dispute, difference or claim or until the matter is decided by Managing Director, Uttar Pradesh Small Industries Corporation Ltd., Kanpur, Uttar Pradesh, the Bidder shall continue to perform all its obligations under this agreement without prejudice of final adjustment in accordance with such award.
- d. The Department may terminate this contract, by giving a written notice of termination of minimum 30 days, to the Bidder, if the Bidder fails to comply with any decision delivered by Managing Director, Uttar Pradesh Small Industries Corporation Ltd., Kanpur, Uttar Pradesh.

4.20.3 Notices

Notice or other communications given or required to be given under the Contract shall be in writing and shall be e-mailed followed by hand-delivery with acknowledgement thereof or transmitted by pre-paid registered post or courier. Any notice or other communication shall be deemed to have been validly given on date of delivery if hand delivered & if sent by registered post than on expiry of seven days from the date of posting.

4.20.4 Governing Law

This contract shall be governed in accordance with the laws of India.

4.20.5 Jurisdiction of Courts

All disputes relating to this contract shall be subject to the jurisdiction of courts in Kanpur, Uttar Pradesh

4.20.6 Compliance with Laws

The Selected Bidder shall comply with the laws in force in India in the course of performing the Contract.

4.20.7 Force Majeure

Force Majeure is herein defined as any cause, which is beyond the control of the selected bidder or the Department as the case may be which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance of the contract, such as:

- a. Natural phenomenon, including but not limited to floods, droughts, earthquakes, and epidemics.
- b. Acts of any government, including but not limited to war, declared or undeclared priorities, quarantines and embargos.
- c. Terrorist attack, public unrest in work area provided either party shall within 10 days from occurrence of such a cause, notifies the other in writing of such causes.

The bidder or Department shall not be liable for delay in performing his/her

obligations resulting from any force majeure cause as referred to and/or defined above. Any delay beyond 30 days shall lead to termination of contract by parties and all obligations expressed quantitatively shall be calculated as on date of termination. Notwithstanding this, provisions relating to indemnity, confidentiality survive termination of the contract.

Force Majeure shall not include any events caused due to acts/ omissions of such Party or result from a breach/ contravention of any of the terms of the Contract, Proposal and/ or the Tender. It shall also not include any default on the part of a party due to its negligence or failure to implement the stipulated/ proposed precautions, as were required to be taken under the Contract. The failure or occurrence of a delay in performance of any of the obligations of either party shall constitute a Force Majeure event only where such failure or delay could not have reasonably been foreseen, or where despite the presence of adequate and stipulated safeguards the failure to perform obligations has occurred. In such an event, the affected party shall inform the other party in writing within five days of the occurrence of such event. The Department will make the payments due for Services rendered till the occurrence of Force Majeure. However, any failure or lapse on the part of the Selected Bidder in performing any obligation as is necessary and proper, to negate the damage due to projected force majeure events or to mitigate the damage that may be caused due to the above-mentioned events or the failure to provide adequate disaster management/ recovery or any failure in setting up a contingency mechanism would not constitute force majeure, as set out above.

In case of a Force Majeure, all Parties will endeavor to agree on an alternate mode of performance in order to ensure the continuity of Service and implementation of the obligations of a party under the Contract and to minimize any adverse consequences of Force Majeure.

4.20.8 Failure to agree with Terms and Conditions of the RFP

Failure of the successful bidder to agree with the Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which event the Department may award the contract to the next best value bidder or call for new proposals from the interested bidders or invoke the Performance Security of the most responsive bidder.

4.21 Contract Performance Guarantee

- a. Within 21 days after the receipt of notification of award of the Contract from the Department, the successful Bidder shall furnish Contract Performance Guarantee to the Department, which shall be equal to 3% of Total Professional Fee and shall be in the form of a Bank Guarantee Bond from any Nationalized Bank/ Scheduled bank in the Performa given here-in-after in this document valid for period of 1 month beyond the duration of Contract as specified in the document.
- b. The proceeds of the performance guarantee shall be payable to the Department as compensation for any loss/ penalties resulting from the Bidder's failure to complete its obligations under the Contract.

- c. The performance guarantee will be discharged by the Department and returned to the within 60 days following the date of completion of the Bidder's performance obligations, including any warranty obligations under the Contract.

4.22 Statutory Requirements

During the tenure of this contract, nothing shall be done by the Selected Bidder in contravention of any law, act and/or rules/regulations, there-under or any amendment thereof governing inter-alia customs, stowaways, foreign exchange etc. and shall keep Department indemnified in this regard.

4.23 Contract administration

- a. Either party may appoint any individual / organization as its authorized representative through a written notice to the other party. Each Representative shall have the authority to:
 - Exercise all of the powers and functions of his/her Party under this contract, other than the power to amend this contract and ensure proper administration and performance of the terms hereof; and
 - Bind his or her Party in relation to any matter arising out of or in connection with this Contract.
- b. The Selected Bidder shall be bound by all undertakings and representations made by the authorized representative of the Selected Bidder and any covenants stipulated hereunder, with respect to this contract, for and on their behalf.
- c. For the purpose of execution or performance of the obligations under this Contract, the Department representative would act as an interface with the nominated representative of the Selected Bidder. The Selected Bidder shall comply with any instructions that are given by the Department representative during the course of this contract in relation to the performance of its obligations under the terms of this contract and the Tender.
- d. The Department and the Selected Bidder shall meet on a quarterly basis to discuss any issues / bottlenecks being encountered. The Selected Bidder shall draw the minutes of these meeting and circulate to the Department.

4.24 Right of Monitoring, Inspection and Periodic Audit

The Department reserves the right to monitor/ assess the progress/ performance at any time during the course of the Contract, after providing due notice to the selected Bidder. The Department may demand, and upon such demand being made, the selected Bidder shall provide with any document, data, material or any other information required to assess the progress of the project. Any deviations or contravention identified as a result of such review assessment would need to be rectified by the selected Bidder, failing which the Department may, without prejudice to any other rights that it may have, issue a notice of default. Notwithstanding the above any audit/inspection conducted shall be restricted to the physical files in relation to this Agreement only and shall be subject to Client agreeing to maintain confidentiality of these documents. No access to the selected Bidder's systems or hands on or intrusive testing will be permitted. Any third parties employed by the Client to conduct such audit shall not be a

competitor of the selected Bidder and shall agree to confidential obligations with the selected Bidder.

4.25 Severance

In the event any provision of the Contract is held to be invalid or unenforceable under the applicable law, the remaining provisions of this Contract shall remain in full force and effect.

4.26 "No Claim" Certificate

The Selected Bidder shall not be entitled to make any claim, whatsoever against Department, under or by virtue of or arising out of, the Contract, nor shall Department entertain or consider any such claim, if made by the Selected Bidder after it has signed a "No claim" certificate in favour of Department in such form as shall be required by it after the work is finally accepted.

4.27 Publicity

The Selected Bidder shall not make or permit to be made a public announcement or media release about any aspect of this Contract unless the Department first gives its written consent to the selected Bidder.

4.28 Department's Obligations

The Department representative shall interface with the Selected Bidder, to provide the required information, clarifications, and to resolve any issues as may arise during the execution of the Contract.

The Department shall ensure that timely approval is provided to the selected Bidder, where deemed necessary, which should include reports/ plans and all specifications related to services required to be provided as part of the Scope of Work.

Department shall provide functional office space to the Project Team in its premises equipped with Internet and Printer etc. facilities.

4.29 Information Security

The Selected Bidder shall not carry and/or transmit any material, information, layouts, diagrams, storage media or any other goods/material in physical or electronic form, which are proprietary to or owned by the Department, out of premises, without prior written permission from the Department.

The Selected Bidder shall, upon termination of this agreement for any reason, or upon demand by the Department, whichever is earliest, return any and all information provided to the Selected Bidder by the Department, including any copies or reproductions, both hard copy and electronic.

4.30 Indemnity

The Selected Bidder shall execute and furnish to the Department, a Deed of Indemnity in favour of the "U. P. Small Industries Corporation Limited", Kanpur, Uttar Pradesh, in a form and manner acceptable to the Department, indemnifying Department from and against any costs, loss, damages, expense, claims including those from third parties or liabilities suffered including patent, copyright, trademark and trade secret, arising or incurred

inter-alia during and after the Contract period out of:

- a. Negligence or wrongful act or omission by the Selected Bidder or it's team or any Agency/ Third Party in connection with or incidental to this Contract; or
- b. Any breach of any of the terms the Selected Bidder's Proposal as agreed, the Tender and this Contract by the Selected Bidder, its Team or any Agency/ Third Party.
- c. The indemnity/ total liability by the Bidder shall be to the extent of 50% of Total Professional Fee in favour of the Department.

4.31 Prices

The total professional fee as derived through tender process would not undergo any upward or downward revision due to any reason whatsoever.

4.32 Payment Schedule

The payment as specified in financial format Annexure -III

The payment shall be based on achievement of Yearly milestones. The percentage of payment / payment schedule shall be appropriated based on each year's designated milestones.

A tentative schedule of for payment for the first year is tabulated below:

	Particulars	Activity	Percentage
1	Design Phase	completion and approval of the software design documents, wireframes, and prototypes.	20% of the total fee for 1 st Year.
2	Software Development	Completion of specific development tasks, modules, or features according to the project plan.	20% of the total fee for 1 st Year.
3	Testing and Quality Assurance	Completing testing phases, including VAPT, functional testing, performance testing, source code review and user acceptance testing (UAT).	20% of the total fee for 1 st Year.
4	Deployment and Go-Live	Successful deployment of the software to production environment and acceptance by the client for production use.	20% of the total fee for 1 st Year.
5	Training	Providing training to end-users	20% of the total fee for 1 st Year.

The payment for remaining duration of the contract shall be appropriated in similar fashion based on yearly milestones.

4.33 Conflict of Interest

The Bidder shall disclose to the Department in writing, all actual and potential conflicts of interest that exist, arise or may arise (for the Vendor the Bidders team) in the course of performing the Service(s) as soon as practical after it

becomes aware of that conflict.

4.34 General

4.34.1 Entire Contract

The terms and conditions laid down in the Tender and all annexure thereto as also the Proposal and any attachments/annexes thereto shall be read in consonance with and form an integral part of the Contract. The Contract supersedes any prior contract, understanding or representation of the Parties on the subject matter.

4.34.2 Transfer of Assignment

The Selected Bidder shall not transfer any interest, right, benefit or obligation under the Contract without the prior written consent of the Department.

4.34.3 Survival

The provisions of the clauses of the Contract in relation to documents, data, processes, property, Intellectual Property Rights, indemnity, publicity and confidentiality and ownership survive the expiry or termination of this Contract and in relation to confidentiality, the obligations continue to apply unless Department notifies the Selected Bidder of its release from those obligations.

4.34.4 Modification

Any modification of the Contract shall be in writing and signed by an authorized representative of each Party.

4.34.5 Waiver

Any waiver of any provision of this Contract is ineffective unless it is in writing and signed by the Party waiving its rights.

A waiver by either Party in respect of a breach of a provision of this Contract by the other Party is not a waiver in respect of any other breach of that or any other provision.

The failure of either Party to enforce at any time any of the provisions of this Contract shall not be interpreted as a waiver of such provision.

4.34.6 Taxes

The Bidder shall pay taxes, other than Good and Service Tax, and other applicable taxes, if any, imposed on the services under this contract.

4.34.7 Application

These General Conditions shall apply to the extent that provisions in other parts of the Contract do not supersede them.

4.34.8 Relationship between the Parties

Nothing in the Contract constitutes any fiduciary relationship between the Department and Selected Bidder/ Bidder's Team or any relationship of employer employee, principal and agent, or partnership, between the Department and Selected Bidder.

No Party has any authority to bind the other Party in any manner whatsoever except as agreed under the terms of the Contract. Department will not be under any obligation to the Bidder's/ Advisor's Team except as agreed under the terms of the Contract.

4.34.9 Continuance of the Contract:

Notwithstanding the fact that settlement of dispute(s) (if any) may be pending, the parties hereto shall continue to be governed by and perform the work in accordance with the provisions under the Scope of Work to ensure continuity of operations.

4.35 Fraud and Corrupt Practices

- a. The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, the Department shall reject a Proposal without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in the Selection Process. In such an event, the Department shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security or Performance Security, as the case maybe, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, in regard to the RFP, including consideration and evaluation of such Bidders Proposal.
- b. Without prejudice to the rights of the Department under Clause above and the rights and remedies which the Department may have under the LoA or the Agreement, if an Bidder or Systems Implementation Agency, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LoA or the execution of the Agreement, such Bidder shall not be eligible to participate in any tender or RFP issued by the Department during a period of 2 (two) years from the date such Bidder, as the case may be, is found by the Department to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- c. For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:
 - i. "corrupt practice" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any

person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Department who is or has been associated in any manner, directly or indirectly with the Selection Process or the LoA or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Department, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LoA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LoA or the Agreement, who at any time has been or is a legal, financial or technical Bidder/ adviser of the Department in relation to any matter concerning the Project;

- ii. "Fraudulent practice" means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process.
- iii. "Coercive practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person's participation or action in the Selection Process;
- iv. "Undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by Department with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or(ii)having a Conflict of Interest; and
- v. "Restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process

4.36 Reports

Any information, advice, recommendations or other content of any reports, presentations or other communications we provide under this Agreement ("Reports"), other than Client Information, are for Client's internal use only (consistent with the purpose of the particular Services) including Client's board of directors, its audit committee, or its statutory auditors and not for disclosure externally outside your organization. Client may not rely on any draft Report and Bidder shall not be required to update its Final Report

4.37 Intellectual Property Rights

Client may use data, software, designs, utilities, tools, models, systems and other methodologies and know-how ("Materials") that Bidder owns in performing the Services. Notwithstanding the delivery of any Reports, Bidder retain all intellectual property rights in the Materials (including any improvements or knowledge developed while performing the Services), and in any working papers that Bidder compile and retain in connection with the Services (but not Client Information reflected in them). Upon payment for the Services, Client may use any Materials included in the Reports, as well as the Reports themselves as permitted by this

Agreement.

5. Scope of Work

1. State Unified Portal

This portal would be a cloud based unified portal for projecting State specific information of various Centre Government and State Government Schemes for MSMEs.

All the relevant information of the schemes such as no. of participants, scheme objectives, yearly data, etc should be collated as dashboards.

The portal must have capabilities of integration of information from various state and centre govt portals and provide meaningful insights towards scheme objective.

The following are the objectives of the State Unified portal:

- 1.To provide the MSMEs one stop location for receiving information on various schemes being run by the Centre and State Govt.
2. Augment the queries and their solution as received over the One Connect Call Centre (through machine learning and data repository and providing a chat bot FAQ platform)
- 3.Collect, Analyse and incorporate information/suggestions through the M&E initiative of the SIP Project.

2. Master list of documents:

The following types of data shall be treated as master data, and is to be maintained digitally with appropriate hierarchy and access rights

- Users
- Master User List
- District wise and participant wise data
- Monetary value (Scheme components, grant-in-aid, funds etc)

3. Dash boards & Reports:

The software must have dash boards for information and purpose of the Scheme management. These dash boards must also show visualisations of Month -To-Date (MTD), and Year-To-Date (YTD) values.

4. Technical and additional scope:

- Horizontally and vertically scalable.

- Should be web enabled.
- System should be compliant to security guidelines and should be approved by a certified government (or Govt approved) agency.
- Graphical user interface should be untutored and easy to use.
- UAT Support
- Cloud based on boarding and operations supports
- Overall Operation support
- Solution should support integration/operation with third party systems and existing solution of SMC.
- Interactive responses / grievances / query redressal

5. Evaluation and Selection

5.1. Technical Evaluation

Initial Bid scrutiny will be held, and incomplete details as given below will be treated as non-responsive. If proposals:

1. Are not submitted in as specified in the RFP document.
2. Received without the Letter of Authorization/Power of Attorney
3. Are found with suppression of details
4. Without complete information, subjective, conditional offers and partial offers submitted
5. Submitted without the documents requested
6. Have non-compliance of any of the clauses stipulated in the RFP
7. Have a lesser validity period

All responsive Bids will be considered for further processing as below.

UPSIC will prepare a list of responsive bidders, who comply with all the Terms and Conditions of the Tender. All eligible bids will be considered for further evaluation by the UPSIC according to the Evaluation process defined in this RFP document. The decision of the UPSIC will be final in this regard.

- a. UPSIC will examine the bids to determine whether they are complete, whether any computational errors have been made, and whether the bids are generally in order.
- b. The Department may conduct clarification meetings with each or any Bidder to discuss any matters, technical or otherwise.
- c. Further the scope of evaluation committee also covers taking any decision with regard the Tender document, execution/ implementation of the project including management period.
- d. Proposal shall be opened in the presence of Bidders representatives who intend to attend at their cost. The Bidders' representatives who are present

shall sign a register giving evidence of their attendance.

e. Proposal document shall be evaluated as per the following steps.

- Preliminary examination of pre-qualification/ eligibility criteria documents:
The prequalification document will be examined to determine whether the Bidder meets the eligibility criteria, whether the Proposal is complete in all respects, whether the documents have been properly signed and whether the bids are generally in order. Any bids found to be non-responsive for any reason or not meeting the minimum levels of the performance or eligibility criteria specified in various sections of this RFP document will be rejected and will not be considered further.

Evaluation of document: A detailed evaluation of the bids shall be carried out in order to determine whether the bidders are competent enough and whether the technical aspects are substantially responsive to the requirements set forth in the Tender Document. Bids received would be assigned scores based on the parameters defined in the table below. All supporting document submitted in support of Technical Evaluation matrix should comply the following:

- Supporting document is to be submitted in Technical Cover: Supporting document should clearly indicate value of the completed/ on-going project and scope of work/services should be clearly highlighted.
- In case of Bidder is having Non-Disclosure Agreement (NDA) with their client, no such experience will be counted (if agreement copy not submitted).
- Bidders failing to comply any of the above then the Bid will be summarily rejected.
- The bidder must submit details of approach and methodology for realization of scope of work.

5.2.Financial Evaluation

The final selection of the bidder shall be based on Least Cost System (LCS) of selection. Out of qualified bidders the bidder with least cost submitted shall be designated L1

5.3.Selection

The L1 Applicant as designated in 5.2 above shall be declared as the “**Selected Entity/Consulting Firm/Organization**”.

6. Annexures

6.1. Annexure I: Proposal Covering Letter

To,

Date:

The Managing Director,
U.P. Small Industries Corporation Limited,
110, Kanpur Rd, Industrial Estate,
Fazalganj Industrial Estate, Kanpur,
Uttar Pradesh 208012
Phone: 0512-2241622, 0512-2236642
Fax: 0512-2213974
Email: eeupsicknp@gmail.com,
Dear Sir,

We (Name of the Bidder) hereby submit our Proposal in response to notice inviting tender date and tender document no. and confirm that :

1. All information provided in this Proposal and in the attachments is true and correct to the best of our knowledge and belief.
2. We shall make available any additional information if required to verify the correctness of the above statement.
3. Certified that the period of validity of bids is 180 days from the last date of submission of Proposal,
4. We are quoting for all the services mentioned in the Scope of Work of the RFP.
5. We the Bidders are not under a Declaration of Ineligibility for corrupt or fraudulent practices or blacklisted by any of the Government agencies.
6. Uttar Pradesh Small Industries Corporation Ltd., Kanpur, Uttar Pradesh may contact the following person for further information regarding this tender:
 - a. Name and full address of office, Contact No., Email ID, Company Name
7. We are submitting our Eligibility criteria, Proposal bid documents and technical bid documents along with original DD of both EMD and RFP Document Fee.

Yours sincerely,

Signature

Full name of signatory

Designation

Name of the bidder (firm etc.)

6.2. Annexure II: Format for Power of Attorney

(To be provided in original as part of Technical Proposal on stamp paper of value required under law duly signed by 'Bidder' for the tender)

Dated: _____

POWER OF ATTORNEY To Whomsoever It May Concern

Know all men by these presents, we _____ (name and registered office address of the Bidder) do hereby constitute, appoint and authorize Mr. _____ (Name of the Person(s)), domiciled at _____ (Address), acting as _____ (Designation and the name of the firm), as Authorized Signatory and whose signature is attested below, as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Proposal for award of Agreement "Proposal for Appointment of Project Advisor for Project Management and Investment Promotion for Uttar Pradesh Small Industries Corporation Ltd, Kanpur, Uttar Pradesh involving the deliverables as per agreement with Uttar Pradesh Small Industries Corporation Limited, Kanpur, Uttar Pradesh vide Request of Proposal (Tender Document) Document dated _____, issued by Managing Director, Uttar Pradesh Small Industries Corporation Ltd., Kanpur, Uttar Pradesh, including signing and submission of all documents and providing information and responses to clarifications/ enquiries etc. as may be required by Uttar Pradesh Small Industries Corporation Limited, Kanpur, Uttar Pradesh, Kanpur or any governmental authority, representing us in all matters before Uttar Pradesh Small Industries Corporation Limited, Kanpur, Uttar Pradesh and generally dealing with Uttar Pradesh Small Industries Corporation Limited in all matters in connection with our Proposal for the said Project. We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

For -----

(Signature)

(Name, Title and Address)

Accept

(Attested signature of Mr. _____)

(Name, Title and Address of the Attorney)

Notes:

- a) To be executed by the bidder
- b) The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.

- c) Also, wherever required, the executants(s) should submit for verification the extract of the charter documents and documents such as a resolution / power of attorney in favour of the Person executing this Power of Attorney for the delegation of power here under on behalf of the executants(s).

6.3. Annexure III: Financial Proposal Format

To
 The Managing Director,
 U.P. Small Industries Corporation Limited,
 110, Kanpur Rd, Industrial Estate,
 Fazalganj Industrial Estate, Kanpur, Uttar Pradesh 208012
 Phone: 0512-2241622, 0512-2236642
 Fax: 0512-2213974
 Email: eeupsicknp@gmail.com,

Subject: Appointment of Agency for Design, Development, Implementation, Maintenance & Training of Cloud based State Unified Portal under RAMP SIP Project “Strengthening Monitoring and Evaluation ecosystem through UP MSME One Connect.”

Sir,
 We, the undersigned, offer to provide the services in accordance with your Request for Proposal dated [.....] and our Technical Proposal. Our Financial Proposal inclusive of taxes, but excluding GST, is as below:

Description	Year	Amount in figures
1.Design, Development, UAT and other activities as per scope (including but not limited to security audit, compliance etc.)	1	
2.Subsequent activities as per scope of work	2	
3. Subsequent activities as per scope of work	3	
4. Subsequent activities as per scope of work	4	

Notes

- The above includes all travel, lodging and other out of pocket expenses within Kanpur; no extra claims above what has been mentioned in this section will be allowed during the engagement
- The same rates will be used for extending the scope of work or seeking more time/resources from the consulting firm.

Our financial proposal shall be binding upon us subject to the modifications resulting from contract negotiations, up to expiration of the validity period of the Proposal.

We solemnly affirm that we will strictly adhere to the laws against fraud, corruption and unethical practices, including but not limited to "Prevention of Corruption Act, 2018", during the bidding process and execution of the contract, in case we are awarded the work.

We understand you are not bound to accept any Proposal you receive.

Yours sincerely,

Authorized Signature (In full and initials):

Name and Title of Signatory:

6.4. Annexure IV: Draft Performance Guarantee Format

(To be issued by a Bank)

This Deed of Guarantee executed at _____ by _____ (Name of the Bank) having its Head/ Registered office at _____ (hereinafter referred to as "the Guarantor") which expression shall unless it be repugnant to the subject or context thereof include its heirs, executors, administrators, successors and assigns;

In favour of Uttar Pradesh Small Industries Corporation Limited, Kanpur, Uttar Pradesh, having its office at 110, Industrial Estate, Fazalganj, Kanpur – 208012, Uttar Pradesh, India (hereinafter called "Managing Director, Uttar Pradesh Small Industries Corporation Limited, Kanpur, Uttar Pradesh" which expression shall unless it be repugnant to the subject or context thereof include its heirs, executors, administrators, successors and assigns);

Whereas M/s _____ a company/ firm formed under _____ (specify the applicable law) and having its registered office at _____ has been, consequent to conduct and completion of a competitive bidding process in accordance with the letter of requirements document No. _____ dated ___/___/2021 issued by Managing Director , Uttar Pradesh Small Industries Corporation Limited, Kanpur, Uttar Pradesh, and selected M/s _____ (hereinafter referred to as the Bidder) for the Agreement by Managing Director , Uttar Pradesh Small Industries Corporation Limited, Kanpur, Uttar Pradesh as more specifically defined in the aforementioned Document including statement of work and the Agreement executed between the Managing Director, Uttar Pradesh Small Industries Corporation, Government of Uttar Pradesh, and Bidder. The Agreement requires the Bidder to furnish an unconditional and irrevocable Bank Guarantee for an amount of Rs. _____ /- (Rupees _____ only) by way of security for guaranteeing the due and faithful compliance of its obligations under the Agreement.

Whereas the Bidder approached the Guarantor and the Guarantor has agreed to provide a Guarantee being these presents:

Now this Deed witnessed that in consideration of the premises, we, _____ Bank hereby guarantee as follows:

1. The Bidder shall implement the Project, in accordance with the terms and subject to the conditions of the Agreement, and fulfil its obligations there under
2. We, the Guarantor, shall, without demur, pay to Managing Director , Uttar Pradesh Small Industries Corporation Limited, Kanpur, Uttar Pradesh an amount not exceeding _____ INR _____ (Rupees _____ only) within 7 (seven) days of receipt of a written demand therefore from Managing Director , Uttar Pradesh Small Industries Corporation Limited, Kanpur, Uttar Pradesh, stating that the Bidder has failed to fulfil its obligations as stated in Clause 1 above.
3. The above payment shall be made by us without any reference to the Bidder or any other person and irrespective of whether the claim of the Managing Director, Uttar Pradesh Small Industries Corporation Limited, Kanpur, Uttar Pradesh is disputed by the Bidder or not.
4. The Guarantee shall come into effect from _____ (Start Date) and shall continue to be in full force and effect till the earlier of its expiry at 1700 hours Indian Standard Time on _____ (Expiry Date) (both dates inclusive) or till the receipt of a claim, from the Uttar Pradesh Small Industries Corporation Limited, Kanpur, Uttar Pradesh under this Guarantee, which is one month after the expiry of performance guarantee, whichever is earlier. Any demand received by the Guarantor from Managing Director, Uttar Pradesh Small Industries Corporation Limited, Kanpur, Uttar Pradesh prior to the Expiry Date shall survive the expiry of this Guarantee till such time that all the moneys payable under this Guarantee by the Guarantor to Managing Director, Uttar Pradesh Small Industries Corporation Limited, Kanpur, Uttar Pradesh.
5. In order to give effect to this Guarantee, Managing Director, Uttar Pradesh Small Industries Corporation Limited, Kanpur, Uttar Pradesh shall be entitled to treat the Guarantor as the principal debtor and the obligations of the Guarantor shall not be affected by any variations in the terms and conditions of the Agreement or other documents by Managing Director , Uttar Pradesh Small Industries Corporation Limited, Kanpur, Uttar Pradesh or by the extension of time of performance granted to the Bidder or any postponement for any time of the power exercisable by Managing Director, Uttar Pradesh Small Industries Corporation Limited, Kanpur, Uttar Pradesh against the Bidder or forebear or enforce any of the terms and conditions of the Agreement and we shall not be relieved from our obligations under this Guarantee on account of any such variation, extension, forbearance or omission on the part of Managing Director, Uttar Pradesh Small Industries Corporation Limited, Kanpur, Uttar Pradesh or any indulgence by Managing

Director , Uttar Pradesh Small Industries Corporation Limited, Kanpur, Uttar Pradesh to the Bidder to give such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

6. This Guarantee shall be irrevocable and shall remain in full force and effect until all our obligations under this guarantee are duly discharged.
7. The Guarantor has power to issue this guarantee and the undersigned is duly authorized to execute this Guarantee pursuant to the power granted under _____.

In witness, whereof the Guarantor has set its hands hereunto on the day, month and year first here-in above written.

Signed and delivered by _____ Bank by the hand of Shri _____ its _____ and authorized office.

Authorized Signatory _____ Bank

6.5. Annexure V: Format for Professional Experience Citations

Assignment Name		Country
Project Location within the Country		
Name of Client		
Start Date	Completion Date	Approx. Value of Services
Name of Associated Firms (s)if any		No. of Professional Staff Months provided by Associated Firms(s)
Name of Senior Staff (Project Director/ Coordinator, Team Leader) involved and functions Performed		
Detailed Narrative Description of Project		
Detailed Description of Actual Services Provided by your Firm		