

U.P. Development Systems Corporation Ltd,
(UP Govt. Undertaking)
Uptron Building, IInd Floor, Near Gomti Barrage, Gomti Nagar, Lucknow (Uttar
Pradesh) Pin-226010

Telephones Land Line : (0522) 2307803 , E-mail ID : mdupdesco.up@gmail.com
vkmaurya@yahoo.com

e-BID for Authorized Education Centre

FOR

Selection of franchisee of UPDESCO for Education and Training Division

Bid REFERENCE No.	: UPDESCO/ET/ 2022-23/01
E-tender Portal	: http://etender.up.nic.in
Date of Publication	: 11/07/2022 from 10.00 AM
Bid Submission start Date	: 11/07/2022 from 10.00 AM
Last Date and Time for Submission of Bids	: 10/08/2022 upto 5.00 PM
Date and Time of opening of Bids	: 11/08/2022 at 3.00 PM
Place of opening of Bids	: U.P. Development Systems Corporation Ltd., Uptron Building, IInd Floor, Near Gomti Barrage, Gomti Nagar, Lucknow (Uttar Pradesh) Pin-226010 (Conference Hall at IInd floor)
Bid Processing Fee through eBanking/RTGS/NEFT (Non-refundable)	: Rs. 11,800/- (Rs. 10000/- form fee + Rs. 1800/- GST)

This Document Contains – 17 Pages

U.P. Development Systems Corporation Ltd,
(UP Govt. Undertaking)
Uptron Building, IInd Floor, Near Gomti Barrage, Gomti Nagar, Lucknow
(Uttar Pradesh) Pin-226010

e-Bid Notice

For

***Application invited for Selection of franchisee of UPDESCO
for Authorised Education & Training Centre***

*Online e-bids/Physical bids are invited from companies/firms/Societies/others for selection of Authorised Education & Training Centre (franchisee of UPDESCO E&T) in all districts of Uttar Pradesh upto **11 August 2022 05:00 PM** and e-Bids shall be opened on the **11 August 2022 at 03:00 PM**. The details of submission of e-Bids/Physical bids are available in the e-Bid document uploaded on the e-tender portal <http://etender.up.nic.in>. The Corporation reserves the right to cancel any or all the e-Bids or annul the Bidding process without assigning any reason thereof. The tender document processing fee of Rs. 11800/- (Rs. 10000/- form fee + Rs. 1800/- GST) to be submitted through eBanking /RTGS/NEFT in favor of U.P. Development Systems Corporation Ltd., Indian Overseas Bank, Main Branch Hazratganj, Lucknow A/c No. 020701000041138 IFSC Code- IOBA0000207.*

Bidder can submit their bid by uploading the PDF file of downloaded filled application form on <https://etender.up.nic.in> or can submit physical Application form which should reach in UPDESCO before last date of Bid submission in original.

Bid Reference No.: UPDESCO/ET/2022-23/01

Managing Director

U.P. Development Systems Corporation Ltd,
Uptron Building, IInd Floor, Near Gomti
Barrage, Gomti Nagar, Lucknow (Uttar Pradesh)
Pin-226010

Application Form

DETAILS OF DEPOSIT Rs 11800/-

RTGS/NEFT No.:

(A) Number:

(B) Dated:

(C) Bank:



APPLICATION FORM FOR FRANCHISEESHIP OF EDUCATION AND TRAINING
DIVISION, UPDESCO

This document consists of 17 printed pages

Application Form Fee : Rs. 11,800/- (Rs. 10000/- form fee + Rs. 1800/- GST)
(Non-refundable)

Last date for submission of application Form is 11 August, 2022 upto 05:00 PM

The complete set of form document in original dully filled, signed and stamped on each page (total 17 printed pages) shall reach to INCHARGE, Education & Training Division, Uttar Pradesh Development Systems Corporation Ltd., UPTRON Building, 2nd Floor, Near Gomti Barrage, Gomti Nagar, Lucknow 226010 in sealed envelop clearly marked 'Application for Franchisee' on or before the last date and time mentioned above.

TERMS & CONDITIONS

1. The franchisee Centres will be known as Updesco-Authorized Education Centres (UPDESCO-AEC) and shall be given license for running career courses, corporate training and Government sponsored training on behalf of Updesco. However, Updesco does not guarantee any training work allotment to its franchisees. Updesco has the right to offer/reject training work allotted to its franchisee.
2. The Licensee will not use any other methodology or schedule for various courses without obtaining written consent of licensor.
3. Licensee or any of their employee is not authorized to issue any course related diploma or certificate to the students of UPDESCO-AEC.
4. Licensor may at any time and without assigning any reason, appoint or nominate one or more of its employees or agents or representatives to oversee control or supervise the licensee's compliance with such procedure and processes as prescribed by Licensor.
5. All the courses conducted in the said UPDESCO-AEC shall carry standard fees and discount structure, if any, as stipulated, from time to time by UPDESCO and no deviation or variation there from shall be made or effected without the prior written approval. The course fee collection pattern, such as installment plan, if any as may be prescribed by UPDESCO shall be strictly adhered to and the FRANCHISEE shall not deviate from or change any such prescribed patterns.
6. The course fee payable by students in any course shall be collected by franchisee. The royalty part shall be sent to UPDESCO in the form of bank draft in the name of U.P. Development Systems Corporation Limited payable at Lucknow along with fee details. , However as regard to corporate training, the draft/cheque of the client department should be payable in favour U. P. Development Systems Corporation Ltd., Lucknow. These Payments can also be made **through eBanking /RTGS/NEFT in favor of U.P. Development Systems Corporation Ltd., Indian Overseas Bank, Main Branch Hazratganj, Lucknow A/c No. 020701000041138 IFSC Code- IOBA0000207.**
7. Any Course fee revision that may be decided by the UPDESCO from time to time shall be implemented by the FRANCHISEE. The franchisee shall not initiate any course fee concession or variation on its own, without the prior approval in writing from UPDESCO.
- 7a. Information about students taking admission have to submit online to Updesco through portal within a week.
- 7b. Online examination before issuing certificates are under consideration.
8. The royalty payable by the FRANCHISEE to UPDESCO will be 20% (Twenty Percent) of total fee collected from students pursuing in Career Courses, Corporate Training and other training etc. & GST shall be payable extra as applicable from time to time. Currently the GST rate is 18%.
9. In case, bidder is approved for becoming the franchisee, he/she has to sign an agreement with UPDESCO for running the UPDESCO-AEC for at least 3 years by paying license fees annually.
10. The Corporation reserves the right to issue franchisee ship to any bidder in any district or can empanel for future association or can reject any or all without assigning any reason.
- 11 The Franchisee shall be entitled to run the following Programs
 - a. Career Courses
 - b. Corporate Training
 - c. Government Sponsored Training
 - d. BCA, B Tech & MCA/M Tech Project Guidance & Training
 - e. Other Training Scheme as applicable

- 12 Training work is not guaranteed by UPDESCO, no claim for Computer Training under any training is to be made by the franchisee at any time. The current process is only for empanelling the centres as franchisee in Updesco. By becoming a franchisee, the centre should not expect the training under other training. The process is for making franchisee only.
- 13 The franchisee shall be deemed for a particular district for which he has been approved. He shall not act as Business Associate/Business Partner/Master Franchisee etc. of UPDESCO.
- 14 Bidder can submit their bid by uploading the PDF file of downloaded filled application form on <https://etender.up.nic.in> or can submit physical Application form in Updesco. Demand Draft of Tender fee of Rs. 11800/- (Incl. all taxes) be in favor of UP Development Systems Corporation Ltd. payable at Lucknow should reach in UPDESCO before last date of Bid submission in original.

15. Categories of the Centres, License Fee & Security Deposit Details

(a) **Categories of the Centres in U.P. :** The categories of centres are-

Cat.-A	Kanpur, Lucknow, Agra, Varanasi, Prayagraj, Bareilly, Gorakhpur, Meerut, Ghaziabad & Noida (Gautam Buddha Nagar)
Cat.-B	Moradabad, Aligarh, Jhansi, Saharanpur, Mathura, Rampur, Shahjahanpur, Mirzapur, Ayodhya, Firozabad, Muzaffarnagar, & Farrukhabad
Cat.-C	All District Headquarters except of category 'A' & 'B' given above
Cat.-D	All Tehsils/Blocks of the State

(b) **Category wise License Fee (payable one time for three years with GST non refundable) & Security Deposit (payable one time & refundable) in U.P.:**

Category	License Fees	Security Deposit (Refundable)
A	Rs. 40,000.00	Rs. 50,000.00
B	Rs 30,000.00	Rs. 40,000.00
C	Rs. 20,000.00	Rs. 30,000.00
D	Rs. 15,000.00	Rs. 15,000.00

NB: GST as applicable (presently @ 18%) on license fees shall be charged extra.

16 Settlement of Disputes

- 16.1 If any dispute or difference of any kind whatsoever shall arise between UPDESCO and the franchisee 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.
- 16.2 If, in thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either UPDESCO or the franchisee 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.
- 16.3 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.

- 16.4.1 In case of dispute or difference arising between UPDESCO and a domestic franchisee relating to any matter arising out of or connected with this agreement, such dispute or difference shall be settled in accordance with the Arbitration and Conciliation Act 1996. The Arbitral Tribunal shall consist of 3 arbitrators and one each to be appointed by UPDESCO and the franchisee. The third Arbitrator shall be chosen by the two Arbitrators appointed by the parties and shall act as Presiding Arbitrator. In case of failure of two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed by the Addl. Chief Secretary/Principal Secretary/Secretary, I.T. & Electronics Department, Govt. of U.P.
- 16.4.2 If one of the parties fails to appoint its arbitrator in pursuance of sub-clause 16.4.1 above, within 30 days after receipt of the notice of the appointment of its arbitrator by the other party, then the Presiding Arbitrator shall be nominated by Addl. Chief Secretary/Principal Secretary/Secretary, I.T. & Electronics Department, Govt. of U.P., who shall appoint the arbitrator. A certified copy of the order of the Principal Secretary/Secretary, I.T. & Electronics Department, Govt. of U.P., marking such an appointment shall be furnished to each of the parties.
- 16.4.3 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.
- 16.4.4 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 its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself.
- 16.5 Notwithstanding any reference to arbitration herein.
- (a) The parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
 - (b) The UPDESCO shall pay the franchisee any amount due to the franchisee after successful completion of respective training and receiving of training fee to UPDESCO.

17 Limitation of Liability

- 17.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Patent Rights.
- (a) the franchisee 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 franchisee to pay liquidated damages to UPDESCO and
 - (b) the aggregate liability of the franchisee to UPDESCO, whether under the Contract, in tort or otherwise, shall not exceed the total value of order under this Contract.

I/We agree to abide by the above terms & Conditions and the decision of management of the UPDESCO in respect of my/our bid for consideration of centers.

Signature & Seal of Applicant : _____

Name:

Designation:

Date:

Address: _____

The complete Application Form in original dully filled, signed, and stamped on each page (total 17 printed pages) shall reach to INCHARGE, Education & Training Division, Uttar Pradesh Development Systems Corporation Ltd., UPTRON BUILDING, 2nd Floor, Near Gomti Barrage, Gomti Nagar, Lucknow 226010 in sealed envelope clearly marked "Application form for Franchisee of E&T."

or

Bidder can submit their bid by uploading the PDF file of downloaded filled application form on <https://etender.up.nic.in>

**OFFER for UPDESCO-AEC
(AUTHORISED EDUCATION CENTRE)**

To,
The Managing Director,
U.P. Development Systems Corporation Ltd.,
UPTRON BUILDING, 2nd Floor, Near Gomti Barrage,
Gomti Nagar, Lucknow 226010

Sir,

I/We wish to be Updesco franchisee for conducting education and training program under the franchisee network system of UPDESCO. All the terms and conditions of the tender are accepted to me/us. I/we abide by the terms and conditions of the Application Form.

The application is enclosed herewith for kind consideration.

Thanking you,

Your's Faithfully,

With Seal & Stamp

Signature of the Applicant _____

Date: _____

Name: _____

Designation: _____

Address: _____

E-Mail _____

Phone & Mobile Details: _____

APPLICATION FORM

FOR UPDESCO - AEC

GUIDELINES FOR FILLING THIS FORM

1. Please type or write in block letters.
 2. In case the space provided is insufficient, please use extra sheets and mark each sheet.
 3. If possible, answer all questions. However, if any particular question is not applicable kindly indicate 'N.A.'
 4. In case of questions with multiple options, please tick (✓) the appropriate answer.
 5. Please sign and stamp at the bottom of each page of the bid
- Kindly indicate Mr. / Mrs. / Miss. wherever a name is asked for.

=====

1. In which city do you plan to set up the UPDESCO – AEC

2. Please tick (✓) *Category of centre applied for district/city (A / B/ C / D) :*
3. (a) Name of the Firm:

- (b) Details of the firm: (Nation/State/ level-Details of Centres in Country/ State) (may enclose separate sheet if necessary)

- 4 ADDRESS: _____

_____ PIN : _____
- PHONE : _____
- MOBILE: _____
- E-MAIL: _____

5. Name of the chief executive of the firm _____
 (if applicable)
 Address: _____
 _____ Phone: _____
6. Whether individual / Pvt. Co. / Public Co. / HUF / Partnership/Society/Others (Details of partners/promoters/directors as per Annexure-A to be given if applicable)

7. Period of Existence of the firm (in no. of years) :
 (Business details to be given as per Annexure-B)
8. Prior experience in computer education field, if any.
 If yes, give details of business performance for last three years.

9. If you are engaged in activities other than computer education, give details of business performance _____

11. Reasons to go in for Education Business? _____

12. Site to be used for this venture:
- 12a. Address: _____

- 12b. Details of site selected- (attach proof)
- ◆ Ownership - title pledge, Hypothecated, Lien
 - ◆ Rent etc. - Period of Lease,
 - ◆ Lease Deed (Copy) to be attached
- 12c. whether well connected by normal means of transport (Y/N)
- 12d. whether situated in commercial Area. (Y/N)
- 12e. Area in Sq. Mts. /Sq. Ft.
- 12f. Details of the city in which site is located as per Annexure-C

- 13. If Public Company attach memorandum and article of association of the firm
- 14. Whether full time attention / involvement will be ensured by self.
- 15. Whether income tax payee?
(If yes, attach a copy of last return)
- 16. Details of infrastructure:
(To be filled in by those who are having requisite infrastructure for education and training.) sheet enclosed ahead.
 - 16a. Faculty availability (as per Annexure -D) (With Bio-Data)
 - 16b Infrastructure availability (as per Annexure- E)
 - 16c. Documents to be submitted (as per Annexure -F.)

I/We have read all terms and conditions of the tender as stipulated in the brochure for becoming UPDESCO-AEC and agree to abide by the rules, procedures, criteria, norms of the tender.

I/We agree to abide by the decision of the Management of the UPDESCO in respect of my/our application.

Signature of Applicant: _____

Name:

Designation:

Date:

Address: _____

Signature & Seal of bidder

ANNEXURE 'A'
Name, Occupation, Designation and Address of Proprietor /
Partners/Directors

SL NO	Name	Occupation	Designation	Address

ANNEXURE 'B'

Business Details

TO BE FILLED BY THOSE IN BUSINESS:

Sl No	OWNERSHIP: PROPRIETARY/ PARTNERSHIP/ PRIVATE LTD./ PUBLIC LTD. / ETC	YEARS IN BUSINESS	PEOPLE EMPLOYED (IF OLD)

Current Turnover Rs. _____ Year _____

ANNEXURE 'C'**PLEASE GIVE DETAILS OF THE CITY**

1. Name
2. Status
(Nagar Nigam , Nagar Palika Parishad, Nagar Panchayat, Zila Parishad or other)
3. Total Population
4. Literacy status of area
5. Number of Educational Institutes
 - a. University (ies) if any.
 - b. Post Graduate College(s)
 - c. Degree College(s)
 - d. Inter College(s)
 - e. Professional institutions
6. Details of Govt. Departments / Offices
 - a. Central Govt.
 - b. State Govt. (Give Approx. Nos.)
7. Private Organizations
 - a. Offices
 - b. Industries
 - c. Business Houses
8. Potential of Computer Education in your opinion in next 5 years (Year wise) individual assement (in Rs)
 - (a) First Year
 - (b) Second Year
 - (c) Third year
 - (d) Fourth Year
 - (e) Fifth Year

What percentage you can share?

Annexure 'D'
Faculty/Staff Profile
Existing as on date of application

Sl. No.	Name	Designation	Qualification	Date of Joining in your institute	Experience	Bio-Data attached (Yes/No)

Annexure-E

Infrastructure Required for Franchisee (To fill up the column-7 is compulsory)

S. N.	ITEMS	DETAIL OF MIN. REQUIREMENTS OF CATEGORY WISE INFRASTRUCTURE				Available Infrastructure
		A	B	C	D	
(1)	(2)	(3)	(4)	(5)	(6)	(7)
1	COMPUTER LAB Numbers.	2	1	1	1	
2	COMPUTER & OTHER ITEMS a. NO. of Computers Incl. Server & Laptops b. PRINTERS: Any Type c. UPS 5 KVA or 1KVA/800VA/600 VA per system	17 1 1 17	12 1 1 12	10 1 1 10	8 1 1 8	
3	FACULTY & STAFF a. SR. FACULTY B. Tech/MCA b. JR. FACULTY PGDCA/Diploma/O-Level c. LAB ASSISTANT BCA/Bsc/O-Level/Dip. d. CENTRE MANAGER Graduate e. RECEPTIONIST /COUNSELLOR Graduate f. OFFICE HELPER	2 2 1 1 1 1	2 1 1 1 1 1	2 1 1 1 1 1	1 1 1 1 1 1	
4	INFRASTRUTUE INDICATIVE DETAILS (Sq.ft.) a. LAB AREA-1 b. LAB AREA-2 b. LECTURE ROOM AREA c. RECEPTION d. LIBRARY e. STAFF ROOM f. TOILET AREA g. STORE AREA i. OTHER AREA j. TOTAL CARPET AREA	350 350 350 170 180 100 40 130 360 2030	350 - 250 170 180 100 40 130 360 1580	270 - 240 150 120 80 40 100 300 1300	150 - 150 60 60 80 40 60 - 600	
5	SERVICE AVAILABLE a. TELEPHONE/MOBILE b. INTERNET c. GENERATOR/ Electricity Backup d. AC IN LAB (NOS) f. AC IN CLASS ROOM (No.) g . PARKING SPACE h. Projector	PLEASE GIVE DETAILS Compulsory Compulsory Compulsory Compulsory for A,B,C Cat. Compulsory Compulsory Compulsory				

Annexure-F

Document/Proof to provide for general Information

1. Copy of Registration in case of Company/Partnership/Society/NGO/Others
2. Layout of Premises if available or a rough sketch signed by Incharge of Centre
3. Ownership Proof (Sale Deed/Electric Bill/House/Property Tax Receipt)/Rent Agreement
4. Address & ID Proof of Owner/Incharge of Centre
5. Two Photograph of Centre Incharge
6. PAN Card Photocopy
7. GST No.
8. Mail address & Pin code of Centre
9. Copy of computer, Laptop, UPS, Printer purchase receipt along with their specification(make, Processor, RAM, HDD, Monitor Size, KVA of UPS etc)
10. Proof of Rural Area if applied for Category-D
11. Bio-Data of Faculty/Staff of Franchisee Center.
12. An affidavit is to be furnished on Rs. 100/- non judicial stamp paper notarised by the applicant that the information provided in the UPDESCO application form from page 1 to 17 are true and also that the bidder firm has not been blacklisted. If the information is found false at any time of site visit by Updesco official then Updesco has full right to cancel the application at any stage and will be liable to be cancelled the franchisee ship after selection also.

Signature of Authorised person:
Designation:
Full Name:

Seal: