

REQUEST FOR PROPOSAL (RFP)
FOR
“SELECTION OF CONSULTANT FOR PREPARATION OF IT VISION
AND e-GOVERNANCE ROADMAP FOR DEPARTMENT OF IT &
ELECTRONICS, GOVERNMENT OF UTTAR PRADESH”

E-Tender Portal: <https://etender.up.nic.in>
E-Bid Reference no: **UPLC_Consultant_ITE_2019**
E-Bid Processing Fee: **NIL**
Place of Opening eBids: UP Electronics Corporation Ltd
10, Ashok Marg, Lucknow-226 001

| BIDDING SCHEDULE | | | |
|-------------------------|----------------------------|----------------------|------------------------|
| S N | Particulars | Date | Time |
| 1 | Date of Publishing of RFP | 31 Jan 2019 | At 1800 Hours |
| 2 | Downloading RFP on Portal | 31 Jan 2019 | From 1800 Hours |
| 3 | Pre-bid Queries end date | 07 Feb 2019 | At 1300 Hours |
| 4 | eBid Submission Start Date | 08 Feb 2019 | From 0900 Hours |
| 5 | eBid Submission End Date | 15 Feb 2019 | 1600 Hours on e-portal |
| 6 | Opening of Technical eBid | 16 Feb 2019 | At 1200 Hours or later |
| 7 | Opening of Financial eBids | To be informed later | |

Index

| S N | Contents | Page No. |
|------------|---|-----------------|
| 1. | E-BID NOTICE | 3 |
| 2. | SECTION I : LETTER OF INVITATION | 5 |
| 3. | SECTION II : INSTRUCTIONS TO BIDDERS (ITB) | 7 |
| 4. | SECTION III : TERMS OF REFERENCE (TOR) AND SCOPE OF WORK | 15 |
| 5. | SECTION IV : BIDDER'S ELIGIBILITY CRITERIA & EVALUATION PROCESS | 19 |
| 6. | SECTION V : STANDARD TERMS AND CONDITIONS | 23 |
| 7. | SECTION VI : TECHNICAL PROPOSAL SUBMISSION FORM (ANNEXURE I-III) | 27 |
| 8. | COVERING LETTER FOR PROPOSAL SUBMISSION FORM (ANNEXURE IV) | 31 |
| 9. | FINANCIAL PROPOSAL SUBMISSION FORM(BOQ) (ANNEXURE V) | 33 |
| 10. | FORMAT OF PROFORMA OF BANK GUARANTEE TOWARDS PERFORMANCE SECURITY (ANNEXURE VI) | 34 |
| 11. | FORMAT OF AGREEMENT (ANNEXURE VII) | 36 |

E-BID NOTICE

REQUEST FOR PROPOSAL (RFP) FOR

“SELECTION OF CONSULTANT FOR PREPARATION OF IT VISION AND e-GOVERNANCE ROADMAP FOR DEPARTMENT OF IT & ELECTRONICS, GOVERNMENT OF UP”

(eBid Reference no.: UPLC_Consultant_ITE_2019)

Online eBids are invited only from those Consultant Companies, which are empanelled with U.P. Electronics Corporation Limited (vide eBid Reference no. UPLC-CONSUL/EMP/2018 for providing Consultancy Services in Implementation of Government Projects/Schemes to U.P. Electronics Corporation Ltd (UPLC) and to the State Government Departments, on behalf of UPLC for **“SELECTION OF CONSULTANT FOR PREPARATION OF IT VISION AND e-GOVERNANCE ROADMAP FOR DEPARTMENT OF IT & ELECTRONICS, GOVERNMENT OF UP”** From 1800 Hours of 31 JAN 2019 up to 16:00 Hours of 15 Feb 2019. The eBids shall be opened on 16 Feb 2019 at 12:00 Hours or later. The details of submission of eBids are available in the RFP document uploaded on the eTender Portal <http://etender.up.nic.in> and the Corporation's website www.uplc.in. The Corporation reserves the right to cancel any or all the eBids or annul the Bidding process without assigning any reason thereof.

Managing Director,
U.P. Electronics Corporation Limited (UPLC)
10, Ashok Marg, Lucknow-226 001

**REQUEST FOR PROPOSAL (RFP)
FOR
“SELECTION OF CONSULTANT FOR PREPARATION OF IT VISION AND e-GOVERNANCE
ROADMAP FOR DEPARTMENT OF IT & ELECTRONICS, GOVT. OF UP”**

U.P. Electronics Corporation Ltd (UPLC) is the nodal agency appointed by the Government of Uttar Pradesh to provide Consulting services to all the Departments of Uttar Pradesh.

SERVICES BEING PROVIDED BY THE UPLC:

- (i) To Provide IT Consultancy to various Departments, Organisations, Institutions of State Government of Uttar Pradesh.
- (ii) To provide services as ‘System Integrator’ to various Departments, Organisations, Institutions of State Government of Uttar Pradesh
- (iii) To Provide Hardware Solutions with Installation, Commissioning and Warranty (ICW) to meet out the requirement of various Departments, Organisations, Institutions of State Government of Uttar Pradesh.
- (iv) To Provide Software Solutions to cater to the requirement of various Departments, Organisations, Institutions of State Government of Uttar Pradesh.
- (v) To Provide IT & ITES Solution on a turnkey basis suitable for end-to-end or partial functioning of various Departments, Organisations, and Institutions of State Government of Uttar Pradesh.
- (vi) To provide Computer Education and Training to the officials of various Departments, Organisations, Institutions of State Government of Uttar Pradesh.

SECTION I: LETTER OF INVITATION

1. Through this Request for Proposal (RFP), it is intended to invite e-Bids for **“SELECTION OF CONSULTANT FOR PREPARATION OF IT VISION AND e-GOVERNANCE ROADMAP FOR DEPARTMENT OF IT & ELECTRONICS, GOVT. OF UP”**
2. Bidders are advised to study the eBid document carefully.
3. Submission of e-Bids against this tender shall be deemed to have been done after careful study and examination of the procedures, terms and conditions of the eBid document with full understanding and its implications.
4. The Corporation may, at its own discretion, extend the date for submission of eBids. In such case all the rights and obligations of the Corporation and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.
5. Only those Consultant Companies which are already empanelled with U.P. Electronics Corporation Limited vide eBid Reference no. UPLC-CONSUL/EMP/2018 for providing Consultancy Services in Implementation of Government Projects/Schemes to U.P. Electronics Corporation Ltd (UPLC) and to the State Government Departments, on behalf of UPLC”, are eligible to participate in this Tender eBids submitted by any other bidders will be treated as non responsive and will not be considered against this eBid.
6. **The Bidder should ensure that the Authorized signatory submitting the proposal against this RFP should be the same as Authorised signatory of empanelment Bid (UPLC-CONSUL/EMP/2018)**
7. The eBid document is available on eTender portal <https://etender.up.nic.in> and also on UPLC's website www.uplc.in. Interested Bidders may view, download the eBid document, seek clarification and submit their eBids online only on eTender portal <https://etender.up.nic.in>, up to the date and time mentioned in the table below:

| | |
|--|---|
| e-Bid Reference No. | <i>UPLC_Consultant_ITE_2019</i> |
| Purpose | Request for Proposal (RFP) For “SELECTION OF CONSULTANT FOR PREPARATION OF IT VISION AND e-GOVERNANCE ROADMAP FOR DEPARTMENT OF IT & ELECTRONICS, GOVT. OF UP” |
| Date of Publication of e-Bid notice | 31 Jan 2019 on e-Tender Portal |
| Pre-bid Queries end date | 07 Feb 2019 At 1300 Hours |
| Last date for submission of e-Bids | 15 Feb 2019 up to 1600 Hours |
| Site for Submission of e-Bids | https://etender.up.nic.in |
| e-Bid Inviting Officer | Managing Director |
| Date of Opening of Technical e-Bids | 16 Feb 2019 at 12:00 Hours or afterwards |
| Date of Opening of Financial e-Bids | To be informed later |
| Venue of Opening of eBids | U.P. Electronics Corporation Limited (UPLC), 10, Ashok Marg, Lucknow-226 001 |
| UPLC’s email addresses | upclco@gmail.com or praveenuplc@gmail.com |
| Contact numbers | 0522-2286808, 0522-2286809, 0522- 4130303 |
| Fax number | 0522-2288583 |

8. UPLC reserves the right to cancel any or all the eBids or annul the eBid process without assigning any reason thereof.
9. The Bidders must upload all the required documents electronically in the PDF format except for the Financial Proposal Submission Form (BOQ) which will be electronically uploaded on the prescribed XLS format only on eTender portal <https://etender.up.nic.in>. It is suggested that the PDF Files should be made in gray scale using the minimum readable appropriate resolution so that the size of the files is minimized for fast uploading on the eTender portal <https://etender.up.nic.in>. The required electronic documents for each document label of Technical (Fee details, Annexure etc) schedules/packets can be clubbed together to make single different files for each label. The size of Single label file should not exceed 20-25 MB size.

SECTION II: INSTRUCTIONS TO BIDDERS (ITB)

1. DEFINITIONS

In this Contract, the following terms shall be interpreted:

- 1 "Purchaser" or "Department" means the Purchaser with which the selected Bidder signs the Contract for the service. In this Project, the purchaser is "UPLC" which means U.P. Electronics Corporation Limited (UPLC), 10, Ashok Marg, Lucknow-226 001
- 2 "The Consultant" means only those Consultant Companies are already empanelled with U.P. Electronics Corporation Limited vide Tender (RFP Reference no. UPLC-CONSUL/EMP/2018) for providing Consultancy Services in Implementation of Government Projects/Schemes to U.P. Electronics Corporation Ltd (UPLC) and to the State Government Departments, on behalf of UPLC.
- 3 "e-Bid" means the Technical proposal and the financial proposal.
- 4 "Instructions to Bidders" means the document which provides interested Bidders with all information needed to prepare their Bids. This document also details out the process for the selection of the Consultant for the work mentioned in this tender document.
- 5 "Scope of work" (SOW) means Scope of work mentioned in "Section III: Scope of Work (SoW) and Terms of Reference (ToR)" of the RFP which explains the objectives, Scope of work, activities, tasks to be performed, and expected results and deliverables of the assignment, respective responsibilities of the Purchaser and the Bidder.
- 6 "The Contract" means the agreement entered into between UPLC and the Consultant, as recorded in the Contract Form signed by the parties, including all the attachments and appendices thereto and all documents incorporated by reference therein;
- 7 "The Contract rates" mean the charges for the various consultancy assignment payable to the Consultant under the Contract for the full and proper performance of its contractual obligations;
- 8 "Services" means the Consultancy services / Project Management Services and other obligations of the Consultant Company covered under the Contract;
- 9 "Day" means a calendar day.
- 10 "End Customer/Client Department" means IT & Electronics Department, Government of Uttar Pradesh.

2. THE BIDDING DOCUMENT

1. Availability of eTender Document

This eTender document is available on the eTender portal <https://etender.up.nic.in> and UPLC's website www.uplc.in to enable the Bidders to view and download the Bidding document, submit their eBids online up to the last date and time mentioned in eTender document only on eTender portal <https://etender.up.nic.in>.

2. Contents of eTender Document

The nature and types of various consultancy services required, Bidding procedure, terms and conditions etc. are prescribed in the eBid document. The eBid document includes:

- SECTION-I : LETTER OF INVITATION
- SECTION-II : INSTRUCTIONS TO BIDDERS (ITB)
- SECTION-III : SCOPE OF WORK (SOW)
- SECTION-IV : BIDDER'S ELIGIBILITY CRITERIA & METHOD OF SELECTION, EVALUATION PROCESS
- SECTION V : STANDARD TERMS AND CONDITIONS
- SECTION VI : TECHNICAL PROPOSAL SUBMISSION FORM (Annexure I-III)
 - Covering Letter for Proposal Submission Form (Annexure IV)
 - Financial Proposal Submission Form (BOQ) (Annexure V)
 - Format of Proforma of Bank Guarantee towards Performance Security (Annexure VI)
 - Format of Agreement (Annexure VII)

The Bidders are expected to examine all the instructions, forms, terms and conditions, requirements and qualifications in the eTender documents. Failure to furnish all the information required as per the Bidding documents or submission of an eBid not responsive to the eTender document in every respect will be at the Bidder's risk and may result in the rejection of his eBid.

3. Clarifications of eTender Documents

A prospective Bidder requiring any clarification of the eTender documents may raise his point of clarification to UPLC's e-mail **uplclko@gmail.com** or **praveenuplc@gmail.com**.

4. Amendment of eTender Document

At any time prior to the deadline for submission of eBids, the UPLC may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the eTender document by amendments. Such amendments shall be posted/ uploaded on the eTender portal <https://etender.up.nic.in> through corrigendum and shall form an integral part of the eBid documents. The relevant clauses of the eTender documents shall be treated as amended accordingly, in terms of corrigendum(s).

It shall be the sole responsibility of the prospective Bidders to check the eTender portal <https://etender.up.nic.in> and www.uplc.in from time to time for any amendment in the eBid document. In case of failure to get the amendments, if any, the UPLC shall not be responsible for any negligence on part of the Bidder.

In order to allow prospective Bidders a reasonable time to take the amendment into account in preparing their eBids, UPLC at its discretion, may extend the deadline for the submission of eBids. Such extensions shall be posted/up-loaded on the eTender portal <https://etender.up.nic.in>.

3. PREPARATION & SUBMISSION OF eBIDS

1. Documents Constituting the eBid

The eBids prepared by the Bidder shall comprise the following components: eBids will comprise of:

- a) Technical Proposal (Annexure I – Annexure IV)
- b) Financial Proposal (Annexure V)

2. Documents Establishing Bidder's Qualification

The **Bidder** shall furnish, as part of **Technical Proposal (Annexure I – Annexure IV)**, documents establishing the Technical qualification to perform the Contract. The Bidder electronically in the PDF format should submit the documentary evidence in support of the information furnished. The Bidder's eligibility criteria and selection procedure are defined in **Section-IV** of eTender document.

It is suggested that the PDF files should be made in gray scale using the minimum readable appropriate resolution so that the size of the files is minimized for fast uploading on the eBid portal.

3. Period of Validity of eBids

e-Bids shall remain valid for 180 days after the date of opening of eBids prescribed by the UPLC. The eBid validity may be increased by UPLC only upon written request by the Bidders. An eBid with validity of a shorter period than specified shall be rejected by the UPLC as non-responsive.

4. Format and Signing of eBids

The Bidder shall prepare the electronic copy for the eBids (in pdf format) and upload the eBids on eTender Portal <https://etender.up.nic.in> through the bidder's Digital Signature Certificate (DSC).

5. Submission of eBids

The Bidders should submit their bids online only in the Submission module of eTender Portal <https://etender.up.nic.in>. The Bids shall be submitted only from the Bid Submission Start Date till the Bid Submission End Date and time given in the eTender Portal <https://etender.up.nic.in>. Therefore, Bidders are advised to submit the eBids well advance in time.

The proposal and all correspondence and documents shall be written in English. In case of accompanying literature or brochures etc. being in a language other than English, a certified translation should accompany the documents as a part of the RFP. All proposals and accompanying documentation will become the property of UPLC and will not be returned. The bidders should submit their eBid considering the Server time displayed on the eTender Portal <https://etender.up.nic.in>. This server time is the time by which the eBid submission activity will be allowed till the permissible time on the last/end date of submission of eBids indicated in the e-tender schedule.

Once the eBid submission date and time is over, the bidders cannot submit their eBid. The bidders shall only be held responsible for any delay and whatsoever reason in submission of eBid.

UPLC may, at its discretion extend this deadline for submission or opening of eBid by amending the eBid document, in which case all rights and obligations of the Corporation and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

The procedure for submission of eBids by the bidders on eTender Portal <https://etender.up.nic.in> is already available on the eTender Portal (<https://etender.up.nic.in>) and also on UPLC's website www.uplc.in.

The Bidders have to follow the following instructions for submission of their eBids:

For participating in eTender through the eBidding system, it is necessary for the Bidders to be the registered users of the eTender portal <https://etender.up.nic.in>.

In addition to the normal registration, the Bidder has to register with his/her Digital Signature Certificate (DSC) in the eBidding system and subsequently he/she will be allowed to carry out his/her eBids submission activities. Registering the Digital Signature Certificate (DSC) is a onetime activity till its validity. Before proceeding to register his/her DSC, the Bidder should first log on to the eBidding system using the User Login option on the home page with the Login Id and Password with which he/ she has registered as enumerated in the preceding paragraph above.

For successful registration of DSC on e-Procurement portal <https://etender.up.nic.in> the Bidder must ensure that he/she should possess Class-2/ Class-3 DSC issued by any one of certifying authorities approved by Controller of Certifying Authorities, State government of India. The Bidder may also apply to office of U.P. Electronics Corporation Limited, (UPLC) for getting DSC at the address given in the preceding paragraph above on a prescribed form available at UPLC's website www.uplc.in along with the payment of fee of Rs 1708/- per person, The Bidder is also advised to register his/her DSC on eTender portal well in advance before Bid submission end date so that he/she should not face any difficulties while submitting his/her eBid against this eTender. The Bidder can perform User Login registration/creation and DSC registration exercise as described in preceding paragraphs above even before eBid submission date starts. The UPLC shall not be held responsible if the Bidder tries to submit his/her eBids at the last moment before end date of submission but could not submit due to DSC registration or any other technical problems.

The Bidder can search for active Bids through "Search Active Bids" link, select a Bid in which he/she is interested in and then move it to 'My Bids' folder using the options available in the eBid Submission menu. After selecting and viewing the Bid, for which the Bidder intends to eBid, from "My Bids" folder, the Bidder can place his/her Bid by clicking "Pay Offline" option available at the end of the view Bid details form. Before this, the Bidder should download the Bid document and study hem carefully. The Bidder should keep all the documents ready as per the requirements of eBid document in the PDF format.

After clicking the 'Pay Offline' option, the Bidder will be redirected to the Terms and Conditions page. The Bidder should read the Terms & Conditions before proceeding to fill in the Processing Fee offline payment details. After entering and saving the Processing fee details, the Bidder should click "Encrypt & Upload" option given in the offline payment details form so that "Bid Document Preparation and Submission" window appears to upload the required documents Technical Proposal Submission Form etc (Annexure "I" to Annexure "IV") of this eBid (RFP) document. The details of the Demand Draft or any other accepted instrument which is to be physically sent in original before Bid submission and date and time, should tally with the details available in the scanned copy and the data entered during eBid submission time otherwise the eBid submitted will not be accepted.

Before uploading, the Bidder must select the relevant Digital Signature Certificate. He may be prompted to enter the Digital Signature Certificate password, if necessary. For uploading, the Bidder should click "Browse" button against each document label in Technical schedules/packets and then upload the relevant PDF files already prepared and stored in the Bidder's computer. The required documents for each document label of Technical. Schedules/packets can be clubbed together to make single different files for each label.

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

After successful submission of eBids, a page giving the summary of eBid submission will be displayed confirming end of eBid submission process. The Bidder can take a printout of the Bid summary using the "Print" option available in the window as an acknowledgement for future reference.

6. Deadline for Submission of eBids

e-Bids must be submitted by the Bidders on eTender portal <https://etender.up.nic.in>, not later than the date and time specified in this eTender document.

The UPLC may extend this deadline for submission of eBids by amending the eTender document in accordance with ITB Clause 4, in which case all rights and obligations of the UPLC and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

UPLC shall not consider any request for date-extension for eBid-submission on account of late downloading of eTender (RFP) by any prospective Bidder. e-Bids should be uploaded on eTender portal <https://etender.up.nic.in> on or before the date and time as mentioned in Section I.

7. Late e-Bids

The server time indicated in the Bid Management window on the eTender portal <https://etender.up.nic.in> will be the time by which the eBids submission activity will be allowed till the permissible date and time scheduled in the eTender. Once the eBids

submission date and time is over, the Bidder cannot submit his/her Bid. Bidder has to start the eBid Submission well in advance so that the submission process passes off smoothly. The Bidder only, will be held responsible if his/her eBids are not submitted in time due to any reasons.

8. Withdrawal and Resubmission of eBids

At any point of time, a Bidder can withdraw his/her eBids submitted online before the eBids submission end date and time. For withdrawing, the Bidder should first log in using his/ her Login Id and Password and subsequently by his/ her Digital Signature Certificate on the e-procurement portal <https://etender.up.nic.in>. The Bidder should then select "My Bids" option in the Bid Submission menu. The page listing all the Bids submitted by the Bidder will be displayed. Click "View" to see the details of the Bid to be withdrawn. After selecting the "Bid Withdrawal" option, the Bidder has to click "Yes" to the message "Do you want to withdraw this Bid?" displayed in the Bid Information window for the selected Bid. The Bidder also has to enter the Bid Withdrawing reasons and upload the letter giving the reasons for withdrawing before clicking the "Submit" button. The Bidder has to confirm again by pressing "Ok" button before finally withdrawing his/her selected Bid. Once the Bidder has withdrawn his /her Bid he/she cannot re-submit this Bid again.

The Bidder can resubmit his/ her eBids as and when required till the Bid submission end date and time. The new one bid will replace the eBids submitted earlier. The payment made by the Bidder earlier will be used for revised eBids and the new Bid submission summary generated after the successful submission of the revised eBids will be considered for evaluation purposes. For resubmission, the Bidder should first log in using his/ her Login ID and Password and subsequently by his/ her Digital Signature Certificate on the eTender procurement portal <https://etender.up.nic.in>. The Bidder should then select "My Bids" option in the Bid Submission menu. The page listing all the Bids submitted by the Bidder will be displayed. Click "View" to see the details of the Bid to be resubmitted. After selecting the "Bid Resubmission" option, click "Encrypt & Upload" to upload the revised eBids documents by following the methodology provided in clause 9 (submission of eBids) above.

The Bidders can submit their revised Bids as many times as possible by uploading their eBids documents within the scheduled date & time for submission of eBids.

No eBids can be resubmitted subsequently after the deadline for submission of e-Bids.

9. Receipt and Opening of eBids by the Purchaser

Bidders are advised to submit their eBids in 'Two-Bid' system with Technical and Financial bids separately on eTender portal.

Please note that prices should not be quoted in the Technical Bid. The Prices should be quoted in the Financial Bid only. On receipt on eTender portal, the technical proposals will be opened first by Tender Evaluation Committee (TEC) members in the office of U.P. Electronics Corporation Ltd, Lucknow.

UPLC will open all eBids, in the presence of bidder's authorized representatives who choose to attend at UP Electronics Corporation Ltd, 10, Ashok Marg, Lucknow-226001

at date and time mentioned in Section I. The bidder's representatives who are present shall record their attendance on the attendance sheet. In the event of the specified date of eBid opening being declared a holiday for the Purchaser, the eBids shall be opened at the appointed time and place on the next working day.

The bidder's names & the presence and other details as the Purchaser at its discretion may consider appropriate, will be announced at the opening of the eBids. The names of such bidders not meeting the qualification requirement shall be notified subsequently.

After evaluation of technical eBids, UPLC shall notify those bidders whose eBids were considered non-responsive to the Conditions of the Contract and not meeting the Qualification Requirements indicating that they did not technically qualify for selection as Consultant Company for this project. UPLC will simultaneously notify on the eTender portal <https://etender.up.nic.in>, whose technical eBids were considered acceptable and have been shortlisted for opening of their financial eBids.

10. Cost of preparation of eBids to be borne by the Bidder

Cost of preparation of the eBids shall be borne by the Consultant Company regardless of the outcome of the bids.

11. Notification of Award Notification to Bidder

Prior to the expiry of the Bid validity period, UPLC will notify the successful Bidder in writing or by fax or email, to be confirmed in writing by letter (LoI), that its proposal has been accepted. The notification of award will constitute the formation of the Agreement.

12. Signing of Agreement

At the same time as UPLC notifies the successful Bidder that its proposal has been accepted and UPLC shall enter into an Agreement with the successful Bidder against this assignment.

13. Failure to abide by the Master(Empanelment) Agreement

Failure of the successful Bidder to agree with the Terms & Conditions of the RFP shall constitute enough grounds for the annulment of the award, in which event UPLC may forfeit the Performance Bank Guarantee and UPLC/Client Department may also take any other suitable actions against such bidder.

14. Bank Guarantee for Performance

The successful Bidder shall at his own expense may deposit with UPLC, within 15 (fifteen) days after the receipt of notification of award of the Contract (Letter of Intent) from UPLC, an unconditional and irrevocable 10% Performance Bank Guarantee (PBG) from a Scheduled Bank acceptable to UPLC, payable on demand, for the due performance and fulfillment of the Agreement by the Bidder.

This Performance Guarantee shall be for an amount equivalent to **10% of Agreement value**. All incidental charges whatsoever such as premium, commission etc. with respect to the Performance Guarantee shall be borne by the Bidder. The Performance Guarantee shall be valid for six months post completion of the project satisfactorily. Subject to the terms and conditions in the performance Bank Guarantee, at the end of

three months, the Performance Bank Guarantee may be discharged/ returned by UPLC upon being satisfied that there has been due performance of obligations of the Bidder under the Agreement. However, no interest shall be payable on Performance Guarantee.

SECTION III: TERMS OF REFERENCE (TOR) AND SCOPE OF WORK (SOW)

1. Background:

Information Technology is playing an important role in the country today. India is now one of the biggest IT capital of the modern world and all the major players in the world IT sector are present today in the country. Uttar Pradesh, the most populous state and third largest economy in the country, is the IT Hub of North India with a share of software exports next to that of state of Karnataka. The state as one of the largest contributor in IT/ITeS sector has been consistently focusing on developing infrastructure, human capital development and effective policy implementation so as to create a conducive ambience for IT-BPM industry.

All this is being done under the administrative control of the Department of Information Technology & Electronics (IT&E) which was established in the year 1994. The Department of IT & Electronics is also the guiding force for other departments of the state for the usage and deployment of IT for their benefits and benefits of their consumers. The Department of IT & Electronics provides technical support to other government departments through the corporations/societies that come under the purview of the department.

The department, with a goal to take Information Technology to the entire State released its IT Policy 2012 focusing on Tier-II & Tier-III cities of the state leveraging the experience of Noida/G.Noida as IT Hub. Continuing the success of IT Policy 2012 and considering the changing business scenario & scaling up the initiatives of IT Policy 2012, Uttar Pradesh Information Technology & Start Up Policy 2017 is released to facilitate all stages of IT/ITeS industry encompassing Start Ups/Entrepreneurs, MSME (Micro, Small, and Medium Enterprises) and large IT/ITeS industry by providing best of the incentives with conducive policy framework. This policy aims to reinforce the position of Uttar Pradesh as an attractive destination for the IT/ITeS industry, enhance citizen services through e-Governance & m-governance model & give a special focus on Start Ups & budding Entrepreneurs to flourish in the state.

One of the main achievements under the policy implementation is the construction of 100 acres IT City in Lucknow along with the establishment of IT Parks in Agra, Meerut, Ghaziabad, Kanpur & Gorakhpur, the work for which is in process. The Department has formulated Electronics Manufacturing Policy thus triggering the growth of ESDM sector in UP. Major Electronics companies like Vivo Mobiles, Haier India, Lava, Oppo mobiles, Samsung, LG Electronics etc. are now operating in UP as a result of this progressive policy.

To encourage Start Ups, the Department with its Start-UP policy has supported the establishment of 13+ incubators in UP. The state has 1100+ registered start-ups operating across the state. For facilitating the citizen through e-Governance, more than 80,000 Common Service Delivery outlets such as Jan Seva Kendra, Lokvani Kendra and e-Suvidha Kendra are opened in the entire state delivering citizen centric services of various departments electronically near the doorstep of the citizens.

The Department of IT & Electronics, Government of Uttar Pradesh through Its Nodal Agencies U.P. Electronics Corporation Ltd. (UPLC), UPDESCO, Shreetron India Ltd. Implement the IT and e-governance initiatives in the state. The state has its own State Data centre in Lucknow catering to the storage requirement of entire IT ecosystem being developed at the state Government Departments.

2. Scope of Work

The Government of UP, through Department of IT & Electronics wish to develop, publish and distribute an all-inclusive holistic IT strategic document for digital transformation of the state. Therefore, it seeks to engage with a consulting organization in order to develop a long-term strategic roadmap for the department. The consulting organization's overall responsibility and scope of work is to prepare a long-term strategic roadmap for the Department of IT & Electronics containing goals, objectives and implementation measures. The Consultants during the project shall facilitate required meetings, create support material, conduct stakeholder workshops, and social media services during the public outreach process, as necessary.

The strategic plan will provide a comprehensive roadmap to achieve public service reform. It will highlight the current state and articulate a vision and future state. Clear, quantifiable objectives are required as well as an implementation plan along with timelines. The strategic roadmap will consider those initiatives set out in the Operating Plan that have been identified as deliverables for the Department of IT & Electronics for Government Reforms.

Indicative list of objectives for the roadmap exercise is as follows:

- 1 A long-term strategic ICT roadmap (vision, mission, goals and implementation strategy)
- 2 Promote state as one of the leading destination for IT investment especially into disruptive technologies
- 3 Optimize the State's IT investment to operate more efficiently
- 4 Utilize IT as tool to meet the needs of the citizens through the innovative use of technology
- 5 Assess organizational strength and readiness of the Department of IT & Electronics for effective implementation of the roadmap
- 6 Assess the needs of security of the State's applications and infrastructure to mitigate risk and protect citizen data
- 7 Improved IT infrastructure leading to promotion of ICT as an enabler for inclusive growth
- 8 Increased contribution of IT sector in the state GDP

Each segment study or road map should contain the following:

1. Understanding the mega trends

- Descriptive research and analysis of global mega trends shaping the ICT industry globally and their long term impact on the state of Uttar Pradesh and its citizens
- eGovernance/digital governance best practices adopted by various countries
- Benchmarking with other Indian states on their ICT initiatives

2. Organizational readiness and ecosystem mapping

- Review Vision, Mission, Goals and objectives of the department in line with GoUP priorities
- Understanding of the organizational structure of the DoIT&E and benchmarking with IT departments of others states
- Mapping of stakeholders and their and role of the various organizations in furthering the overall IT agenda of the state
- Create ownership of the Strategic Plan by involving staff in developing the plan
 - Conduct workshops at various levels involving Government, investor, policy makers, and other stakeholders to understand their expectations from the policy.

3. Sector Study

- Current assessment of the IT/ITES sector in the state of Uttar Pradesh through SWOT analysis
- Export potential of the sector and linkage with Make in India program

- Benchmarking of the sector with other Indian states highlighting the strengths and improvement areas
- Current performance of the sector, contribution to GSDP, employment generated in last five years
- Existing policy framework and emerging investment opportunities in the state
- Capacity building requirements etc.

Deliverables

- ICT Industry Macro-economic trends
- Sector Analysis Report including export potential
- Recommendations on organizational restructuring
- Strategic Roadmap - Vision 2030 Document
- Develop an implementation framework along with quantifiable and measurable targets
- Incorporate balanced scorecard (BSC) as a strategic planning and management tool

3. Resource Deployment (Number of Experts, Kind of Expertise & Qualification Required):

1. Project Manager of Consultants will lead the team of consultants (selected bidder) and provides the project insights, issues and overall status of the project on regular basis.
2. The expectations on the resources that would be proposed for the project are as follows:
 - The team together should have a mix of experts with prior required experience in preparing IT roadmap/vision for any state/central government or its agencies.
 - Each member of the team must be a full time employee of the Bidder and shall be presently working with the Bidder.
 - In case of replacement of resource(s) or deployment of additional manpower, if any, the decision of UPLC/Department shall be final and binding.
3. **The team shall necessarily comprise Four members team (one senior profile {part – time}, one Project Manager & two mid-level consultants {full time}) who shall be permanently stationed in Lucknow for managing the overall project delivery and client coordination on day to day basis.** Other team members shall be available for discussions as per project requirements.
4. Team shall be available based on the requirement:

| Phase -1 | | |
|-----------------------------|--|---|
| Expert Position | Minimum Experience Requirements | Availability |
| Project Director (1) | Education: Post Graduate in Management/MBA Work Experience: Minimum 15 years Projects Experience: <ul style="list-style-type: none"> • Should have at-least 8 years of consulting experience • Should have executed at-least 1 Vision project at state/central or Country level • Should have executed 1 IT vision document at State Department/ Central Ministry level • Should have experience of Policy formulation for state/central government | As & when required. However should be present in all client meetings at decision making level |
| Project Manager (1) | Education: Post Graduate in Management/MBA Work Experience: Minimum 10 years Projects Experience: <ul style="list-style-type: none"> • Should have at-least 5 years of consulting experience • Should have experience of IT roadmap for any state / central Government | 50% on the Project |
| Consultant (2) | Education: Post Graduate in Management/MBA Work Experience: Minimum 5 years Projects Experience: <ul style="list-style-type: none"> • Should have experience of IT/e-governance project with any state/central Government | Full-time |

4. Project Timeframe, Deliverable and Payment:

Timeline for Work to be performed by the Transaction Advisor -:

| Deliverable/ Milestone | Timeline (In weeks) (T ₀ = Contract Signing with consultant) | % Payment of Fee Component | Fee Component |
|--|---|----------------------------|--------------------------------|
| Submission of Inception Report | 3 weeks (T ₀ +3) | 10% | Project Transaction Fee |
| Submission of Draft Document | 11 weeks (T ₀ +14) | 50% | |
| Submission of Final Document after incorporating changes suggested by stakeholders | 2 weeks (T ₀ +16) | 40% | |

Note: The financial quote shall take into account all expenses and tax liability excluding GST etc. The financial quote should include all remuneration including travel, Lodging and Boarding.

* *Timeline shall start after Kick-off meeting post LOI/WO issuance*

SECTION IV: BIDDER'S ELIGIBILITY CRITERIA & METHOD OF SELECTION, EVALUATION PROCESS

Only those Consultant Companies which are already empanelled with U.P. Electronics Corporation Limited for providing Advisory Services to UPLC/State Government Departments, are eligible to participate in this Tender. eBids submitted by any other bidder will be treated as non-responsive and will not be considered against this eBid.

- a) Bid should comprise of following sections:
 1. Technical Bid
 2. Financial Bid
- b) Both the bids must be submitted separately on e-tender portal <http://etender.up.nic.in>. Prices should not be quoted in the Technical Bid. The prices should be quoted in the Financial Bid only.

1. Evaluation of Technical Bids: -

- Constitution of Consultant Evaluation Committee (CEC)
 - The evaluation of the eBids shall be carried out by Consultant Evaluation Committee (CEC), which shall be constituted by UP Electronics Corporation Limited consisting of members from finance, legal and technical department of UPLC. The TEC will evaluate the tenders in two stages i.e. Technical & Financial.
- Technical bids should be analyzed and evaluated by a Consultancy Evaluated Committee (CEC).

Technical bids in the following conditions will be summarily rejected as being non responsive

 - Technical Bids of those bidders, who are not empanelled with UPLC under empanelment category as mentioned in the RFP
 - Technical bids unsigned and incomplete, not responding to the TOR fully and properly and those with lesser validity than that prescribed in the RFP.

The Consultant Evaluation Committee (CEC) shall evaluate the e-Bids for short listing, inter alia based on their past experience of handing similar type of projects, strength of their manpower and financial strength as detailed here under:

| Sr. No. | Description | Marking Scheme | Maximum Marks | Supporting Documents Required |
|---|---|--|---------------|--|
| A. Past Relevant Experience: (Total Marks: 65) | | | | |
| 1 | The Bidder should have experience of Preparation of IT Vision for any state/central Government involving at-least 5 sectors out of which one should be IT sector in the last 5 years in India | <ul style="list-style-type: none"> • 25 marks per project | 25 | Work Order/ Copy of Work Order/ LOA/LOI /Client Certificate/ Agreement/ Completion Certificate |
| 2 | The Bidders should have experience of undertaking projects involving IT/ e-governance roadmap for any state/central government or their agencies in the last 5 years in India | <ul style="list-style-type: none"> • 5 marks per project | 15 | Work Order/ Copy of Work Order/ LOA/LOI /Client Certificate/ Agreement/ Completion Certificate |
| 3 | The Bidders should have experience of Formulating IT/ e-governance policy for any state/central Government in the last 5 years in India | <ul style="list-style-type: none"> • 5 marks per project | 25 | Work Order/ Copy of Work Order/ LOA/LOI /Client Certificate/ Agreement/ Completion Certificate |
| B. Proposed Project Team: (Total Marks : 50) | | | | |
| 1 | Project Director | <ul style="list-style-type: none"> • Meeting Minimum Eligibility Criteria: 10 Marks • Experience in preparation of IT Policy/roadmap/strategy: 2 marks • International Consulting experience of at-least 3 years : 3 marks | 15 | CV as per prescribed format, self-attested |
| 2 | Team Leader | <ul style="list-style-type: none"> • Meeting Minimum Eligibility Criteria: 6 Marks • Should have at-least 8 years of consulting experience : 2 Marks • Experience in preparation of IT Policy/e-governance | 10 | CV as per prescribed format, self-attested |

| Sr. No. | Description | Marking Scheme | Maximum Marks | Supporting Documents Required |
|--------------------------|-----------------------|--|----------------|--|
| | | roadmap/strategy: 2 marks | | |
| 3 | Consultant (2) | <ul style="list-style-type: none"> Meeting Minimum Eligibility Criteria: 5 Marks | 5X2 =10 | CV as per prescribed format, self-attested |
| TOTAL MARKS (A+B) | | | | 100 |

The Minimum qualifying marks for opening of the financial bid is 75 Marks. Any Deviation in the credentials provided by the Consultant shall not be considered for evaluation.

2. Evaluation of Financial eBids

- The financial eBids shall be opened by TEC of the firms which scores more than **75 marks** in the Technical Evaluation criteria. The Bids shall be opened in presence of representative of the technically qualified Bidders who chooses to attend. The name of the Bidders and the proposed prices shall be read and recorded when the financial proposals are opened.
- The Bidders shall upload the Financials in the Financial bid section of the eTender portal. The total cost mentioned in the Financial bid shall be considered for evaluation. It is mandatory to furnish the cost against all the particulars failing which the proposal shall be liable to be rejected. A separate excel sheet of Financial bid format has also been published along with the RFP and shall have to be submitted on the eTender portal.
- If there are conditions attached to any financial eBids, which shall have bearing on the total cost, the Tender Evaluation Committee, will reject any such eBids as non-responsive financial proposal. However, if the TEC feels it necessary to seek clarifications on any financial proposals regarding Taxes, duties or any such matter, the TEC may do so by inviting responses in writing.
- The total cost will include all Taxes and duties for which the purchaser made payments to the bidder and other reimbursable expenses, such as Travel, Translation, report printing or expenses etc.

3. Award of Contract

Based on the proposal of the technically qualified bidder, work will be awarded to the Successful Bidder submitting the Lowest One (L-1) price. Based on the Lowest priced Bids received in the tender, UP Electronics Corporation Limited will submit the proposal to IT & Electronics Department for their approval of consultant as well as the financial proposal. After acceptance of the said proposal by the Department, the consultancy work will be awarded to the successful consultant.

4. Negotiations

Normally, there would be no post RFP negotiations.

5. Contract Agreement

The Successful Bidder shall execute an Agreement (Format of Agreement is given in Annexure-VII) on Rs 100/- Non-Judicial stamp paper in the name of the Bidder bought in Uttar Pradesh only, within one week from the date of Lol issued by UPLC.

6. Confidentiality

The selected consultant will treat as confidential all data and information about the purchaser obtained during the execution of its responsibilities, in strict confidence and will not reveal such information to any other party without prior written approval of the Purchaser.

SECTION V – STANDARD TERMS AND CONDITIONS

Without limitation on the generality of this rule, consultant shall not be permitted to perform themselves directly or indirectly in totality or in part, by any of its associated company/Firm/society or any entity with business interest, any of the subsequent implementation job concerned with the Project, for which the Consultancy has been awarded to the Consultant.

1. **Application**

The proposal offer should contain all the work envisaged under the scope of work, Key points mentioned under and those proposals giving only part of the work would be rejected. Detailed scope of work is mentioned in Section-III.

2. **Conflict of Interest**

The consultant shall not receive any remuneration in connection with the assignment except as provided in the contract. The consultant and its affiliates shall not engage in consulting activities that conflict with the interest of the client under the contract and shall be excluded from downstream supply of goods or construction of works or purchase of any asset or provision of any other service related to the assignment other than a continuation of the Services” under the ongoing contract. The consultants should provide professional, objective and impartial advice and at all times hold the client’s interests paramount, without any consideration for future work, and that in providing advice they avoid conflicts with other assignments and their own corporate interests. Consultants shall not be hired for any assignment that would be in conflict with their prior or current obligations to other clients, or that may place them in a position of being unable to carry out the assignment in the best interest of the Employer. Without limitation on the generality of the foregoing, consultants shall not be hired, under the circumstances set forth below:

- a. Conflict between consulting activities and procurement of goods, works or services: A Consultant/Consultancy concern that has been engaged to provide goods, works, or services for a project, and each of its affiliates, shall be disqualified from providing consulting services related to those goods, works or services. Conversely, a Consultant/ Consultancy concern hired to provide consulting services for the preparation or implementation of a project, and each of its affiliates, shall be disqualified from subsequently providing goods, works or services for such preparation or implementation.
- b. Conflict among consulting assignments: Neither consultants (including their personnel and sub-consultants) nor any of their affiliates shall be hired for any assignment that, by its nature, may be in conflict with another assignment of the consultants. As an example, consultants hired to prepare engineering design for an infrastructure project shall not be engaged to prepare an independent environmental assessment for the same project, and consultants assisting a client in the privatization on public assets shall neither purchase nor advise purchasers of, such assets. Similarly, consultants hired to prepare Terms of Reference (TOR) and Scope of Work for an assignment shall not be hired for the assignment in question.
- c. Relationship with Employer's staff: Consultants (including their personnel an sub-consultants) that have a business or family relationship with such member(s) of

the Employees (UPLC) staff or with the staff of the project implementing agency, who are directly or indirectly involved in any part of ;

- (i) The preparation of the TOR of the contract,
- (ii) The selection process for such contract, or
- (iii) Supervision of such contract; may not be awarded a contract unless it is established to the complete satisfaction of the employing authority, for the reason to be recorded in writing, that such relationship would not affect the aspects of fairness and transparency in the selection process and monitoring of consultant's work.

3. Unfair Competitive Advantage

Fairness and transparency in the selection process require that consultants or their affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to the assignment in question. To that end, the request for proposals and all information would be made available to all short listed consultants together.

4. Disclaimer clause

The Employer or any of its officers, employees, contractors, agents or advisers, subject to any law to the contrary, shall not be liable for any loss or damage (whether foreseeable or not) suffered by any person acting on or refraining from acting because of any information including forecasts, statements, estimates, or projections contained in this RFP document or conduct ancillary to it whether or not the loss or damage arises in connection with any negligence, omission, default, lack of care or misrepresentation on the part of Employer or any of its officers, employees, contractors, agents or advisers.

5. Disclosure of Interests and Links

The Bidders should disclose whether the Bidder (of this RFP) Company or its any of its associated company/firm/society or any entity with business interest, are already empanelled with or have applied for their empanelment with UPLC under any of the business activities such as Software or Hardware or Computer Education and Training, etc. or with business interest, any of the subsequent implementation job concerned with the Project. The bids of such bidders will not be considered.

The Bidders should also disclose whether the Bidder Company or any of its associated company/firm/society or any entity with business interest have any association or link in any manner with the Consultant Evaluation Committee members or its family members of his/hers, associated this RFP. The bids of such bidders will not be considered.

6. Standards of Performance.

The consultant shall perform the services and carry out its obligations under the contract with due diligence efficiency and economy in accordance with generally accepted professional standards and practices. The consultant shall always act in respect of any matter relating to this contract as faithful advisor to the UPLC/Client Department. The consultant shall always support and safeguard the legitimate interests of the UPLC/Client Department in any dealings with the third party. The consultant shall abide by all the provisions/Acts/Rules etc. of Information Technology

prevalent in the country. The consultant shall conform to the standards laid down in the RFP in totality.

7. Consultant Personnel

- a) The Consultant shall deploy and provide such qualified and experienced personnel as may be required to perform the services under the requirement of project. There are specialized domains of e-Governance and it is desirable from the consultant to deploy the domain/subject specialists, from time to time, who have adequate experience in the domain related with the project. The deployed resources should be dedicated in nature.
- b) Without the consent of UPLC/Client Department. No changes shall be made in the resources deployed on the project. If, for any reason beyond the reasonable control of the Consultant, as such retirement, resignation, death, Health incapacity, among others, it becomes necessary to replace any of the Key Personnel, the Consultant shall provide as a replacement a person of equivalent or better qualifications, with approval from the UPLC/ Client Department.
- c) Maximum number of replacements to be made in the team of resources deployed on the required project shall not exceed beyond 2 during the project.
- d) Consultant shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.
- e) If the UPLC requests to replace resource(s), then Consultant shall be required to replace the resource(s) within 4 weeks from the date of request raised.

8. Applicable Law

Applicable Law means the laws and any other instrument having the force of law in India as may be issued and in force from time to time. The Contract shall be interpreted in accordance with the laws of the Union of India and the State of Uttar Pradesh.

9. Assignment and Subcontracting

- a) Consultant shall not assign or transfer this contract or part thereof to any other party without written consent of the UPLC
- b) For the purpose of the liabilities under this Bid, the Bidder will be considered as a solely liable for delivery of all the components of the Bid and scope of work.

10. Intellectual Property Rights

No services covered under the Contract shall be sold or disposed by the Consultant in violation of any right whatsoever of third party, and in particular, but without prejudice to the generality of the foregoing, of any patent right, trademark or similar right, or any charge mortgage or lien. The Consultant shall be indemnify the UPLC/ Client Department from all actions, costs, claims, demands, expenses and liabilities, whatsoever, resulting from any actual or alleged infringement as aforesaid and at the expenses of the Consultant, the UPLC/ Client shall be defended in the defense of

such proceedings.

11. Governing Language

The Contract shall be written in English Language. All correspondences and other documents pertaining to the contract, which are exchanged between the parties, shall be written in the English/Hindi.

12. Payment Terms

Payment shall be released to the concerned Consultant as per the terms and conditions of the contract awarded to the concerned Consultant by UPLC and review of the progress in project.

13. Taxes

The Bidder may be subject to all applicable taxes (such as and Service Tax) on amounts payable by the Purchaser under the contract and applicable deductions such as TDS etc if any will be deducted from the amount payable to the consultant.

14. Termination of Contract

The Consultant's association with the UPLC will terminate in case of following conditions:

- a) The term of Contract expires.
- b) Performance is below expected level
- c) Non-adherence to the timelines of the project.
- d) Quality of work is not satisfactory and not acceptable.

15. Termination for Insolvency, Dissolution etc.

The UPLC may at any time terminate the Contract by giving written notice to the Consultant, if the Consultant becomes bankrupt or otherwise insolvent or in case of dissolution of company or winding up of company. In this event termination will be without compensation to the Consultant, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the UPLC.

16. Limitation of Liability

Limitation of Liability towards the consultant shall not exceed the contract value.

SECTION VI - TECHNICAL PROPOSAL SUBMISSION FORM

CONSULTANT'S GENERAL INFORMATION

| S. No | Particulars | Description/Details | Reference Documents | Page No. |
|-------|---|---------------------|---------------------|----------|
| A | Name of Bidding company | | | |
| B | Contact Details | | | |
| | a. Address | | | |
| | b. Mobile/Telephone | | | |
| | c. Fax | | | |
| | d. email | | | |
| | e. Website | | | |
| C | Name of Managing Director / CEO | | | |
| D | Name, Designation & email of Authorized signatory | | | |

Signature

In the capacity of

Duly authorized to sign proposal for and on behalf of

Date.....

Place.....

TEAM COMPOSITION AND TASK ASSIGNMENTS

Staff details:

| S. No. | Name | Qualification | Position | Task |
|---------------|-------------|----------------------|-----------------|-------------|
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

Project Experience Details

| | | |
|---|--|--|
| Assignment Name: | | Country: |
| Location within the Country: | | Professional Staff Provided by the Firm / entity (profiles): |
| Name of Client: | | No. of Staff: |
| Address: | | No. of Staff Months: |
| Start date (Month / Year): | Completion date (Month / Year): | Approx. Value of Services (INR): |
| Name of Associated Consultants, if any: | | No. of Months of Professional Staff Provided by Associated Consultants: |
| Name of Senior Staff (Project Director/Coordinator, Team Leader) involved and functions performed: | | |
| Narrative description of project: | | |
| Description of actual services provided by the staff: | | |

Notes:

1. Use separate sheet for each relevant Assignment.
2. Exchange rate should be taken as Rs. 74 per US\$ for converting to Rupees.
3. As a documentary evidence, attached a Copy of Work Order / Client Certificate / Agreement signed with the Client.

Signature

In the capacity of

Duly authorized to sign proposal for and on behalf of

Date.....

Place.....

Annexure III

FORMAT OF CURRICULUM VITAE (CV) FOR KEY PROFESSIONAL STAFF

| | | | | |
|-----|---|-------------------------|--|---|
| 1. | Name | | | |
| 2. | Proposed Position | | | |
| 3. | Date of Birth | | | |
| 4. | Years of experience | | | |
| 5. | Nationality | | | |
| 6. | Education | | | |
| | Degree (Specialization) | Institution | | Year in which obtained |
| | | | | |
| | | | | |
| | | | | |
| 7. | Other Professional certification or training | | | |
| 8. | Languages & degree of proficiency | | | |
| 9. | Countries of Work Experience | | | |
| 10. | Employment record (Starting with present position, list in reversed order) (Clearly distinguish your "employer" as an employee of the firm from a "client" for whom you have worked) | | | |
| | Employer | From | To | Position held and Description of duties |
| | | | | |
| | | | | |
| | | | | |
| 11. | Detailed tasks handled (Domestic and International) :(Work undertaken that best illustrates capability to handle the work and tasks assigned) | | | |
| | Work Area | Tasks Handled | Project Details | Position Assigned |
| | | (Exact duties rendered) | (Project name Organization Location) | (Project Manager / Team Leader/ Team Member / Expert) |
| | | | | Start Year & Time spent |
| 12. | Undertaking: | | | |
| | I, the undersigned certify that to the best of my knowledge and belief, this bio data correctly describes the qualifications, and the experience of the proposed resource | | | |
| | Name & Signature (Authorized Representative) | | Date of signing | |

PROPOSAL SUBMISSION FORM

(ON BIDDERS LETTER HEAD)

To,
The Managing Director,
U.P. Electronics Corporation Limited,
10, Ashok Marg, Lucknow-226001

Ref: Submission of Proposal against Tender Reference No: UPLC_Consultant_ITE_2019)

Dear Sir,

Having examined the RFP document, we, the undersigned, herewith submit our response to your RFP reference No. UPLC_Consultant_ITE_2019 for “**SELECTION OF CONSULTANT FOR PREPARATION OF IT VISION AND e-GOVERNANCE ROADMAP FOR DEPARTMENT OF IT & ELECTRONICS, GOVT. OF UP**” by the Uttar Pradesh Electronics Corporation Limited”, in full conformity with the said Tender document and our Technical proposal (Bid).

1. Our proposal shall be binding upon us subject to the modifications resulting from contract negotiations, up to expiration of the validity period of the proposal.
2. We would like to declare that we the Bidder (of this Tender) Company or its any of its associated Company/ Firm/ Society or any entity with business interest, are neither already empanelled with nor have applied for their empanelment with UPLC under any of the business activities such as Software or Hardware or Computer Education and Training, etc. or with business interest, any of the subsequent IT implementation job concerned with the Project. We know that such bids will not be considered.
3. We would like to declare that we the Bidder (of this Tender) Company or any of its associated company/Firm/society or any entity do not have any with business interest association or link in any manner with the Consultant Evaluation Committee members or its family members of his/hers associated this Tender. We know that such bids will not be considered.
4. We would like to declare that we are not involved in litigation with, and we are not under a declaration of ineligibility by, any Central/State/UT Government in India for corrupt or fraudulent practices.
5. **We hereby declare that we have not been blacklisted by any State/Central/UT Government Deptt/Organization/ Institution.**
6. **We declare that we have not been charged with any fraudulent activities by any Central/State/UT Government Deptt /Organization/Institution.**
7. We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will indulge in bribery or any prohibited acts and behavior and we shall be responsible for any such acts.
8. We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely “Prevention of Corruption Act, 1988.”

9. We understand that UPLC is not bound to accept any or all bids received in response to this Tender.
10. We agree to abide by all the terms and conditions mentioned in the Request for Proposal ((eBid Reference no.: UPLC_Consultant_ITE_2019) for selection of Consultant against this tender.
11. We agree to abide by all the terms and conditions of the Tender and also all the terms and conditions of the Contract that will be issued by UPLC in case we are selected as Consultant against this tender by the UPLC.

We remain,

Yours sincerely,

Authorized Signature:

Name and Title of Signatory: Seal of Bidder Company

FINANCIAL PROPOSAL SUBMISSION FORM (BOQ)

Ref: Submission of Proposal against your RFP Reference No. (*UPLC_Consultant_ITE_2019*) for
**“SELECTION OF CONSULTANT FOR PREPARATION OF IT VISION AND e-GOVERNANCE
ROADMAP FOR DEPARTMENT OF IT & ELECTRONICS, GOVT. OF UP”**

Our detailed financial proposal is as follows:

| Name of Consultancy: | | SELECTION OF CONSULTANT FOR PREPARATION OF IT VISION AND e- GOVERNANCE ROADMAP FOR DEPARTMENT OF IT & ELECTRONICS, GOVT. OF UP | | |
|--------------------------------|--|---|--|--|
| RFP Reference No: | | UPLC_Consultant_ITE_2019 | | |
| S. N o | Particulars | Basic Price (INR) | Applicable GST(INR) (presently i.e. @18%) | Total Cost Inclusive of GST (INR) |
| 1 | Total “ Consulting Fee ” for undertaking SOW mentioned in RFP | | | |
| Total Cost (In Numbers) | | | | |
| Total Cost (In Words) | | | | |

*** Separate Excel Sheet has been provided for submission of Financial Proposal Bid (BOQ) with the tender published on eTender Portal <https://etender.up.nic.in>.**

/

FORMAT OF PROFORMA OF BANK GUARANTEE TOWARDS PERFORMANCE SECURITY

PERFORMANCE GUARANTEE

Ref No

Bank Guarantee No

Dated :

IN consideration of the Governor of Uttar Pradesh (hereinafter called "the Government") having agreed; to exempt (hereinafter called "the said Contractor(s)") from the demand, under the terms and conditions of an Agreement, dated made between and for (hereinafter called "the said Agreement"), of security deposit for the due fulfillment by the said Contractor(s) of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for_Rs..... (Rupees only) we, (indicate name of the Bank) (hereinafter referred to as "the Bank") at the request /contractor(s)/, do hereby undertake to pay to the Government an amount not exceeding Rs. against any loss or damage caused to or suffered or would be caused to or suffered by the Government by reason of any breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement.

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

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

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

4. We, (indicate name of the Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Government under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or filed office/ Department certifies that the terms and conditions of the said Agreement, have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the

_____ we shall be discharged from all liability under this guarantee thereafter.

5. We, (indicate name of the Bank) further agree with the Government that the Government shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Government against the said Contractor(s) and to for bear or enforce any of the

terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said Contractor(s) or for any forbearance, act or commission on the part of the Government or any indulgence by the Government to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provisions, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s)/Supplier(s).
7. We, (indicate name of the Bank) lastly undertake not to revoke this
8. guarantee during its currency except with the previous consent of the Government in writing.

Dated the _____ day of _____
for _____
(Indicate the name of Bank).

Instructions for furnishing Bank Guarantee

1. The Bank Guarantee by Indian Bidders will be given on non-judicial stamp paper as per stamp duty applicable at the place from where the purchase Agreement has been placed. The non-judicial stamp paper should be in name of the issuing bank.
2. The expiry date as mentioned in the RFP (RFP Ref. No. _____) should be arrived at by adding 30 days to the Agreement completion date unless otherwise specified in the Bidding documents.

The Bank Guarantee by Indian Bidders will be given from Scheduled Bank only. The Foreign Bidders will give Bank Guarantees from an Indian Bank situated in that country.

FORMAT OF AGREEMENT

(To be executed on an **On Non Judicial Stamp Paper of Rs 100/-** by the successful Bidder)

This agreement is made thisday of2019 at Lucknow between M/s.....(name of the Consultant Company selected through the bidding process against the RFP (RFP Ref. No.)) for **“SELECTION OF CONSULTANT FOR PREPARATION OF IT VISION AND e-GOVERNANCE ROADMAP FOR DEPARTMENT OF IT & ELECTRONICS, GOVT. OF UP”** referred to as the “First Party”, which expression shall include his heirs, executors and administrators/their successors and M/s U P Electronics Corporation Limited, 10, Ashok Marg, Lucknow (in short UPLC), referred to as the “Second Party”, through Managing Director, U P Electronics Corporation Limited, Lucknow, hereinafter include his successors and assignees.

That WHEREAS the First Party will provide consultancy services in accordance with all the terms and conditions contained in the Tender (RFP Ref. No.) and also the terms and conditions contained in the subsequent corrigendum and Work Order to be issued by the Second Party to First Party and the same shall be binding on the First Party and shall be the integral part of this agreement.

IN WITNESS THEREOF THE ABOVE MENTIONED PARTIES HAVE PUT THEIR SIGNATURES ON THIS.....DAY OFTWO THOUSAND AND NINETEEN.

Authorized Signatory of
“First Party”

Signature:
Name and Address:

Witness for “First Party”
Signature:
Name & Address

Authorized Signatory of
“Second Party”

Signature:
Name & Address:

Witness for “Second Party”
Signature:
Name & Address: