



**यू पी इलेक्ट्रॉनिक्स कारपोरेशन लिमिटेड**  
**U.P. Electronics Corporation Limited**  
(A UP GOVT. UNDERTAKING)

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**REQUEST FOR PROPOSAL (RFP)**  
**FOR**  
**SELECTION OF CONSULTANT FOR PROVIDING CONSULTANCY**  
**SERVICES FOR MONITORING & IMPLEMENTATION OF**  
**UTTAR PRADESH INFORMATION TECHNOLOGY POLICY &**  
**START UP POLICY 2017**

eBid Reference: UPLC\_IT\_CONSULTANT\_PIU\_2018

eTender Portal: <http://etender.up.nic.in>

<b>S N</b>	<b>Particulars</b>	<b>Date</b>	<b>Time</b>
1	Date of Publishing	24 May 2018	0900 Hours
2	Bid Submission Start Date	24 May 2018	From 0900 Hours
3	Pre-bid Queries	30 May 2018	Upto 1700 Hours
4	Response to Pre-bid Queries	31 May 2018	1600 Hours
5	Bid Submission End Date	06 Jun 2018	Up to 1500 Hours
6	Opening of Technical eBid	06 Jun 2018	At 1700 Hours
7	Opening of Financial eBids	Shall be informed later on	

Place of Opening eBids : UP Electronics Corporation Ltd  
10, Ashok Marg, Lucknow-226001

eBid Processing Fee : NIL

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**eBID NOTICE**

**FOR**

**“SELECTION OF CONSULTANT FOR PROVIDING CONSULTANCY SERVICES FOR MONITORING & IMPLEMENTATION OF UTTAR PRADESH INFORMATION TECHNOLOGY & START UP POLICY 2017”**

Online eBids are invited only from those consulting 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 the “SELECTION OF CONSULTANT FOR PROVIDING CONSULTANCY SERVICES FOR MONITORING & IMPLEMENTATION OF UTTAR PRADESH INFORMATION TECHNOLOGY AND STARTUP POLICY 2017” from 0900 Hours of 24 May 2018 up to 1500 Hours of 06 June 2018. The eBids shall be opened on 06 June 2018 at 1700 Hours or afterwards. 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](http://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. Electronic Corporation Limited (UPLC)  
10, Ashok Marg, Lucknow-226 001

eBid Reference no. UPLC\_IT\_CONSULTANT\_PIU\_2018

**Request for Proposal (RFP)**  
**FOR**  
**“SELECTION OF CONSULTANT FOR PROVIDING CONSULTANCY**  
**SERVICES FOR MONITORING & IMPLEMENTATION OF UTTAR**  
**PRADESH INFORMATION TECHNOLOGY & START UP POLICY 2017”**

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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:**

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

**SECTION- I:**  
**LETTER OF INVITATION**

1. Through this Request For Proposal (RFP), it is intended to invite eBids for “Selection of Consultant for Monitoring and Implementation of Uttar Pradesh Information Technology and Startup Policy 2017”
2. Bidders are advised to study the eBid document carefully.
3. Submission of eBids 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 eBid document is available on eTender portal <http://etender.up.nic.in> and also on UPLC's website [www.uplc.in](http://www.uplc.in). Interested Bidders may view, download the eBid document, seek clarification and submit their eBids online only on eTender portal <http://etender.up.nic.in>, up to the date and time mentioned in the table below:-

eBid Reference No.	UPLC_IT_CONSULTANT_PIU_2018
Purpose	Request For Proposal (RFP) For “Selection of Consultant for providing consultancy services for Monitoring & Implementation of Uttar Pradesh Information Technology Policy & Start UP Policy 2017”
Date of Publication of eBid notice	24 May 2018 on eTender Portal <a href="http://etender.up.nic.in">http://etender.up.nic.in</a> and website of UPLC <a href="http://www.uplc.in">www.uplc.in</a>
Pre-bid Queries through email with attachment in doc/word file	Pre-bid Queries on email: <a href="mailto:md@uplc.in">md@uplc.in</a> or <a href="mailto:uplclko@gmail.com">uplclko@gmail.com</a> or <a href="mailto:praveenuplc@gmail.com">praveenuplc@gmail.com</a> upto 1700 Hours of 30 MAY 2018 on doc/word file
Last date for Submission of eBids on eTender portal	06 June 2018 up to 1500 Hours
Site for Submission of eBids	eTender Portal <a href="http://etender.up.nic.in">http://etender.up.nic.in</a>

eBid Inviting Officer	Managing Director
Date of Opening of Technical eBids	06 June 2018 at 1700 Hours or afterwards
Date of Opening of Financial eBids	Shall be informed later on eTender portal <a href="http://etender.up.nic.in">http://etender.up.nic.in</a>
Venue of Opening of eBids	U.P. Electronics Corporation Limited (UPLC), 10, Ashok Marg, Lucknow-226 001
UPLC's Website address	<a href="http://www.uplc.in">www.uplc.in</a>
UPLC's email addresses	<a href="mailto:md@uplc.in">md@uplc.in</a> , <a href="mailto:uplc1ko@gmail.com">uplc1ko@gmail.com</a> , <a href="mailto:praveenuplc@gmail.com">praveenuplc@gmail.com</a>
Contact numbers	0522-2286808, 0522-2286809 , 0522- 4130303
Fax number	0522-2288583

7. UPLC reserves the right to cancel any or all the eBids or annul the eBid process without assigning any reason thereof.
8. 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 <http://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 <http://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:

- a. "Purchaser" 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.
- b. "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.
- c. "eBid" means the Technical proposal and the financial proposal.
- d. "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.
- e. "Scope of Work" (SOW) means Scope of work mentioned in Section III: Terms of Reference 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.
- f. "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;
- g. "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;
- h. "Services" means the Advisory Services and other obligations of the Consultant Company covered under the Contract;
- i. "The Project Site", where applicable, means UPLC.
- j. "Day" means a calendar day.
- k. "End Customer/Client Department" means IT & Electronics Department, Government of Uttar Pradesh

### ***2. THE BIDDING DOCUMENT***

#### **i. Availability of eTender Document**

This eTender document is available on the eTender portal <http://etender.up.nic.in> and UPLC's website [www.uplc.in](http://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 <http://etender.up.nic.in>.

## **ii. Contents of eBid 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 AND 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.

## **iii. 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 [md@uplc.in](mailto:md@uplc.in) or [uplc1ko@gmail.com](mailto:uplc1ko@gmail.com) or [praveenuplc@gmail.com](mailto:praveenuplc@gmail.com)

## **iv. 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 <http://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 <http://etender.up.nic.in> and [www.uplc.in](http://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 <http://etender.up.nic.in>.

### **3. PREPARATION & SUBMISSION OF eBIDS**

#### **i. Documents constituting the eBid**

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

- a) Technical Proposal Submission Form (Annexure I, II, III, IV and VII)
- b) Financial proposal submission form (Annexure V)

#### **ii. Documents Establishing Bidder's Qualification**

The Bidder shall furnish, as part of **Technical Proposal Submission Form** (Annexure I to 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.

### **4. PERIOD OF VALIDITY OF eBIDS**

eBids shall remain valid for 180 days after the date of opening of eBids prescribed by the UPLC. An eBid with validity of a shorter period than specified shall be rejected by the UPLC as non-responsive.

### **5. FORMAT AND SIGNING OF eBIDS**

The Bidder shall prepare one electronic copy for the eBids. Bidder or a person or persons duly authorized to bind the Bidder to the Contract. The person authorized to sign the eBids before converting them into PDF and uploading them as bidding documents shall also sign all the pages/documents of the eBid

### **6. SUBMISSION OF eBIDS**

The eBid Submission module of eTender portal <http://etender.up.nic.in> enables the bidders to submit the eBid online against the eTender published by the UPLC. Bid Submission can be done only from the Bid Submission start date and time till the eBid Submission end date and time given in the eBid. Bidders should start the eBid Submission process well in advance so that they can submit their eBid in time. The Bidders should submit their Bids considering the server time displayed in the eTender portal.

This server time is the time by which the Bid submission activity will be allowed till the permissible time on the last/end date of submission indicated in the eTender schedule. Once the eBid submission date and time is over the Bidders cannot submit their eBid. For delay in submission of eBids due to any reasons, the Bidders shall only be held responsible. 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 <http://etender.up.nic.in>. For this, the Bidders have to register themselves by depositing a fee of Rs. 6000/- (Rupees Six thousands only) in the office of U.P. Electronics Corporation Limited, 10, Ashok Marg, Lucknow-226 001 for getting a valid User ID and password and the required training/ assistance etc. on eTender portal <http://etender.up.nic.in>. The Bidders may contact U.P. Electronics Corporation Limited at the contact details given in Section I of eTender document.

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 <http://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](http://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 has to select the relevant Digital Signature Certificate. He may be prompted to enter the Digital Signature Certificate password, if necessary. For uploading, the Bidder should click "Browse" button against each document label in Technical 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.

## ***7. DEADLINE FOR SUBMISSION OF EBIDS***

eBids must be submitted by the Bidders on eTender portal <http://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. eBids should be uploaded on eTender portal <http://etender.up.nic.in> on or before as mentioned in the RFP.

#### **8. LATE eBIDS**

The server time indicated in the Bid Management window on the eTender portal <http://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.

#### **9. 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 <http://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 <http://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 eBids.

#### ***10. 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 Consultant' Evaluation Committee (CEC) 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. 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 the this project. UPLC will simultaneously notify on the eTender portal <http://etender.up.nic.in> , whose technical eBids were considered acceptable and have been shortlisted for opening of their financial eBids.

#### ***11. COST OF PREPARATION OF eBIDS TO BE BORNE BY THE BIDDERS***

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

#### ***12. 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.

### ***13. 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 on the Format given at Annexure VII.

### ***14. FAILURE TO ABIDE BY THE MASTER (EMPANELMENT) AGREEMENT***

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 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 three 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: SCOPE OF WORK (SOW)**

### **INTRODUCTION**

The Government of Uttar Pradesh has recently approved and released UP IT & Start UP Policy 2017. The State Government is continuously working in the direction of encouraging investments in IT/ITES Industries and skill enhancement of the youth specializing in IT/ITES and allied fields to improve their employability so that the citizens of Uttar Pradesh reap the benefits of development.

Uttar Pradesh, 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 environment for IT-BPM industry. The state under the Dynamic leadership of Hon'ble Chief Minister of Uttar Pradesh with a set goal to take Information Technology into the entire land of UP released IT Policy 2012 focusing on Tier-II & Tier-III cities of the state leveraging the experience of Noida/Greater Noida as IT/ITeS Hub.

India is a prominent sourcing destination across the world, accounting for approximately 56 per cent market share in the global services sourcing business. India acquired a share of around 38 per cent in the overall Business Process Management (BPM) sourcing market.

The sector ranks 4<sup>th</sup> in India's total FDI share and accounts for approximately 37 per cent of total Private Equity and Venture investments in the country. The computer software and hardware sector in India attracted cumulative Foreign Direct Investment (FDI) inflows worth US\$ 24.67 billion between April 2000 and March 2017.

UP is emerging as a hub of IT/ITeS Services and semiconductor industry with developed infrastructure and good connectivity, rich labor pool and policy and fiscal incentives for investors in 2014-15, software exports from the state reached US\$ 4.02 billion. These exports have been achieved through software technology parks of India. Tier-II cities are attractive destinations for the IT/ITeS industry and Uttar Pradesh can tap the potential of its cities such as Lucknow that are in proximity to Noida and NCR.

Uttar Pradesh with access to a robust industrial infrastructure has 15 industrial areas, 12 specialized parks, 4 growth centres & Industrial Infrastructure Development Centres (IIDC). The State Government has sanctioned 20 SEZs in the State to accommodate various sectors such as IT/ITeS, textiles, handicrafts, and non-conventional energy. IT/ITeS accounted for the maximum share of approved SEZs in the state which accounted for 80% of the 20 SEZs, followed by electronic products contributing 18% to the overall share. Government of UP has also planned to develop IT Parks in Agra, Bareilly, Lucknow, Kanpur, Meerut, Varanasi, Allahabad and Gorakhpur.

In terms of entrepreneurship promotion, India has now become 3rd largest startup hub in the world with the presence of more than 9,183 startups in the country. India has immense

potential to emerge as the Startup hub of the world. India continues to consolidate its position as the global hub for IT-BPM services. Uttar Pradesh with having huge human capital has vast potential to emerge as one of the most preferred state for startup in India.

With its focus to develop the ecosystem for the startup, Government of UP has launched Information Technology and Startup Policy-2017 and makes its youth, the job providers rather than job seekers.

With a conducive environment, Uttar Pradesh, for effective implementation has established Policy implementation Unit (PIU) which looks after all the issues pertaining to IT/ITeS and Startup units. One of the achievements is the construction of 100 acre IT City on PPP model in Lucknow with state of art skill development centre with a capacity of 5,000 students per year. This IT city with minimum investment of INR 1,500 crores will generate direct & indirect employment of approx. 75,000 people. Another initiative is the establishment of IT Parks in Agra, Meerut, Kanpur, Gorakhpur, Varanasi, Bareilly, Allahabad and Lucknow is in process. To encourage Startups, the state government has established 8 incubators: iB-Hubs in Lucknow & Agra, IT UPVAN in Ghaziabad & Lucknow, IIT-Kanpur, IIT-BHU, IIM - Lucknow (Noida), BIMTECH, KNIT-Sultanpur and AITH- Kanpur. .

#### **UP IT & STARTUP POLICY 2017:**

The UP IT & Startup Policy 2017 enshrines the long term vision to develop IT as a vehicle for holistic socio-economic development of Uttar Pradesh with a focus on creating employment, promoting entrepreneurship, innovation and enhanced quality of life.

The UP IT & Startup Policy aims to tap the potential of technology with a sharp focus on developing infrastructure, human capital development, effective policy measures and a simplified regulatory regime to create conducive environment for the growth of IT-BPM industry and Startup ecosystem.

The Policy lays down a framework for balanced infrastructure development by means of IT Cities, IT Parks and other ready-to-move-in infrastructure across the State.

The Policy offers several incentives to IT/ITeS/BPO companies to establish units and for the existing companies to expand in Uttar Pradesh. Fiscal as well as non-fiscal incentives such as interest subsidy, stamp duty and electricity duty exemption, land cost rebate, reimbursement of patent filing cost will be provided to attract investment in the IT/ITeS sector.

The Policy has instituted various mechanisms to facilitate and expedite investments. A simplified regulatory mechanism and a dedicated investor facilitation cell has been established to enhance ease of doing business in the State.

A special focus is on creation of jobs so that people are presented with opportunities to learn and earn in the State. Incentives such as EPF reimbursement, recruitment assistance,



reimbursement of cost incurred on certifications will be provided to encourage companies to hire in the State.

The Policy pays special attention to develop the MSME sector. Additional incentives will be given to MSMEs such as lease rental subsidy and power subsidy in order to help them grow and increase their competitiveness.

The Policy seeks to promote balanced regional growth so that fruits of development reach every corner of the State. Towards this direction, special incentives such rental rebate of will be given to units that establish in the region of Bundelkhand and Purvanchal.

The Policy aims to instill and nourish entrepreneurship and innovation by providing impetus to Startups, Incubators and Centers of Excellence. Incubators are will be given a capital grant of up to INR 1 Cr for infrastructure set-up along with support to meet operational expenses for 5 years. Startups will be provided with mentorship assistance, monthly sustenance allowance of INR 15K per month for 1 year and one time marketing assistance of INR 10L. Also, a Fund of Funds with a corpus of INR 1000 Cr will be instituted to provide growth capital to UP based Startups.

### **Policy Implementation Unit (PIU)**

For the successful implementation of “Uttar Pradesh IT & Start UP Policy 2017”, the State Govt. has formed a Policy Implementation Unit (PIU) in the State. The PIU shall comprise of consultants appointed on an outsourcing basis to implement, support, monitor and provide feedback to Policy Implementation Unit Committee/Empowered Committee on the implementation of Uttar Pradesh IT & Startup Policy for a period of 5 years.

The PIU shall take decisions on matters pertaining to effective and successful implementation of IT & Startup Policy, like those related to promotion of Startups, Incubators, Venture Capitalists, Startup Corpus Fund, IT/ITeS units. The PIU shall be responsible for providing recommendation and approval for incentives applicable to IT/ITeS units, Incubators/ Accelerators/ CoE and Startups etc. in Uttar Pradesh. It shall provide timely redressal of their grievances and facilitate necessary guidance and support.

Other primary responsibilities of PIU include facilitation to potential investors, liaison with Government functionaries, engagement with Industry, Industry Associations, Entrepreneurs and Startups, Branding and Marketing of policy.

### **Key Activities of PIU shall be:**

- Facilitation and consultation to potential investors to invest in the state
- Single point of contact for all IT investment proposals, Incubators and Startups
- Marketing of Uttar Pradesh Information Technology & Start up policy 2017
- Liaison with Government functionaries/ departments
- Implementation of Single Window Clearances

- Assist in Policy Implementation Plan
- Engagement with Industries and Industry Associations
- Develop dashboard reporting for the Empowered Committee

The selected consultant shall be part of PIU which is established under nodal agency Uttar Pradesh Electronic Corporation Ltd. (UPLC). The Scope of the consultant working in PIU shall be to support the Government in various activities including but not limited to the following:

1. Preparation of all the Government Orders/Notifications etc. provisioned under UP IT & Startup Policy-2017 and advise revisions from time to time.
2. Monitoring of effective implementation of the policy against strategic objectives, timelines and budgets as defined in the Policy.
3. The selected consultant will provide all facilitation and assistance to potential industry investors and will be SPOC for the single window clearance for the investors' proposal submitted for availing various fiscal & non-fiscal incentives such as Tax reimbursement, interest subsidy, capital subsidy etc.
4. Assistance in evaluation of the proposals received from industry, associations, investors, incubators, startups and accelerators etc.
5. Liaison with concerned authority/departments for the evaluation of the proposal.
6. Presentation to Empowered Committee/ PMG especially for ongoing projects like IT City Lucknow, IT Parks review, Incubation centres and other projects etc.
7. Preparing strategies and its implementation monitoring for:
  - a) Promoting UP as an attractive investment destination for IT/ITeS companies by providing congenial, industry friendly and proactive climate.
  - b) Promoting prominent cities/towns in the State as emerging Tier-II and Tier III IT destinations and providing assistance in setting up state of the art infrastructure like IT city, IT Parks, Incubation etc. in the state.
  - c) Creating world class ICT infrastructure as a platform to provide seamless connectivity for businesses and users, easy to use public and private services in vibrant ecosystem consisting of ICT operators, Service Providers, Government, Regulators and end users.
  - d) Enhancing the quality of talent pool and creation of additional employment opportunities, development of skilled IT manpower in the state for all sections of the society, across all regions, and to leverage IT as a tool for the socioeconomic development of the State.
  - e) Creating and nurturing the startup ecosystem by creating incubators, accelerators, Centre of Excellence etc.
8. To assist in the formulation of:
  - a) Institutional mechanism for monitoring of the policy.
  - b) Grievance redressal mechanism for the investors.
  - c) Forums for effective Public Private Conversation.
  - d) Creation of pitch books, marketing and knowledge collaterals.

- e) Policy amendments and revisions
9. The Consultant shall be required to monitor applicability and provide periodic recommendations to the Government of UP on:
- Fiscal Incentives like Interest Subsidy, Stamp Duty and Electricity Duty etc.
- Other Incentives like Provision for Land, Single Window Clearance and Facilitation, Industrial Promotion Subsidy, Uninterrupted Power Supply, Plant and machinery for captive power generation, Employment generation, Incentives on Case to Case Basis, 24x7 Operations etc.
10. Marketing and branding of the State as an IT Hub would be one of the key responsibilities of the PIU. The consultant shall assist PIU in:
- a) Creating a Brand Promotion Strategy to create a brand image for the State IT Department and its Policies and initiatives.
  - b) Organizing Conferences, Summits, Road Shows and events at different states in association with agencies/institutions like NASSCOM, CII, FICCI etc. to highlight the major features of the policy to the Investors, Business houses, Institutions, Startups & organizations.
  - c) Coordinating with the Tourism Department for promotion of activities and its participation in various road shows.
  - d) Assisting GoUP/UPLC for print, television & social media to create awareness about the policy & positioning of U.P as compared to other states
  - e) Assisting GoUP/UPLC for hiring services of a professional Advertising Agency or Public Relation Agency for promotion and brand building of Uttar Pradesh & the IT and ITES Policy of UP.
  - f) Assisting GoUP/UPLC for Holding Panel Discussions on IT & Startups by partnering with IT companies.
11. The consultant shall assist PIU in reporting to the Empowered Committee for timely review and decision making.
12. The Consultant shall help in the establishment of Startup ecosystem which can be created in the state by enablers such as policy measures (ease of doing business, taxation), setting up of incubators, imparting of quality education & skilling, providing access to funding etc. for startups. For a successful implementation of the enablers, a robust monitoring and handholding approach would also need to be adopted by the Department/UPLC. The Consultant shall be required to perform the following activities in the implementation of Startup Policy 2017:
- a) Creating a consolidated implementation plan for 'Startup' policy after engaging with all stakeholders, with key actions, timelines and outcomes
  - b) Identifying major challenges/roadblocks currently faced by Startups, in consultation with key stakeholders and resolutions of the same

- c) Providing SME support and engage with Department of IT on policy matters as well as provide inputs on effective implementation of the various initiatives/ programs of the GoUP.
- d) Interacting with CXOs of industry & bring it to the round table with Hon'ble Chief Minister/ Chief Secretary of Uttar Pradesh.
- e) Review the existing policy, suggest changes in Policy if required, formulation of GOs, processes of the revised policy.
- f) Preparing documents and template to be shared with various stakeholders for the implementation adherence and reporting.
- g) Organizing Startup Awareness Program across the state to create awareness about startup ecosystem
- h) Preparations of related Government Orders, Exhaustive processes and modalities for creating Startup Ecosystem in the state
- i) Identifying global best practices and benchmarks that facilitate growth of Startups
- j) Sensitizing the Startups through assistance in organizing & participating in related events, workshops & seminars
- k) Assistance to Nodal Agency in selection of Host Institution for Incubator setup, Project Appraisal by the committee, Venture Capitalist/Angel Investors (VC/AI), Startup funding.
- l) Necessary guidance to Host Institutions for Incubator setup & Startup operating in these Incubators
- m) Evaluation of central government's forthcoming Startup policy and providing short, medium and long term recommendations to the Department
- n) Identify major challenges/roadblocks currently faced by Startups, in consultation with key stakeholders and resolutions of the same
- o) Handholding, supervising and monitoring of Startup Policy implementation for three years
- p) Continuous engagement and assistance to Host Institutions/ Incubators/ VC/Entrepreneurs/Startups etc.
- q) Ensuring alignment between various government agencies, Host Institutions, Startup Nodal Agencies and continuous tracking and program management
- r) Assistance in management of Fund of Funds

## 2. Timelines & Payment Schedule:-

S. No	Stages of Payment (from the date of Kick off meeting after acceptance of LoI)	Payment (in percentage of total consultancy fee)
1	End of Q1	25%
2	End of Q2	25%
3	End of Q3	25%
4	End of Q4	25%
5	End of Q5	25%
6	End of Q6	25%
7	End of Q7	25%
8	End of Q8	25%

**4. Resource Deployment (Number of Experts, kind of expertise & qualification required)**

*Bidders would be required to deploy the below mentioned team in UP Electronics office.* The Bidder shall also deploy requisite number of personnel's depending on the allotted work, if required. The expectations on the resources that would be proposed for the project are as follows:

- a) The team together should be full time deployed by the bidder at UPLC
- b) The team should consist of resources with prior experience in Investment promotion in IT/Startup.
- c) Each member of the team must be a full time employee of the Bidder Company and should be on regular/Pay Rolls of the Bidder (Consultant Company) and should not be from the Third Party/Out-sourced. UPLC shall take suitable action in ensuring the compliance of the same during the assignment period also.
- d) In case of replacement of the resource(s) or deployment of additional manpower, if any, the decision of Department shall be final and binding.
- e) Maximum number of replacements to be made in the team of resources deployed on the required project shall not exceed beyond 2; in one year.
- f) Followings are 3 (three) resources required on full time commitment basis during the project duration as mentioned in the Table-A. However, the resource requirement may increase from 3 (three) to 5 (five) subject to the sole discretion of UPLC/GoUP considering the increase in scope. The increase in resource shall be paid on pro-rata basis.
- g) Following Resources whose Full Time Commitments are given in the Table-A below, i.e. Project Manager, IT Investment Promotion Specialist and Startup Expert, all these resources should not only be deployed at UPLC with Full Time Commitment for this project and they should not be already engaged and looking after any of the running project either in full time or partly (as and when required) basis for which project UPLC has given the work order to the concerned bidder company.

**Table-A ( Resources Required on Full Time Commitment Basis)**

S. No	Resources Required & nature of work	Number (Min.)	Time Commitment
1	<p><b>Project Manager</b></p> <ul style="list-style-type: none"> <li>- Responsible for day to day activities of PIU</li> <li>- Project manage implementation of key policy initiatives</li> <li>- Communicate with other key departments of GoUP</li> <li>- Attend review meeting of PIU/Empowered Committee and provide feedback on implementation status as well as flag off any issues</li> <li>- Assist the Fund Manager of Fund of Funds in the state</li> </ul>	1	Full time

<b>S. No</b>	<b>Resources Required &amp; nature of work</b>	<b>Number (Min.)</b>	<b>Time Commitment</b>
2	<p><b>IT Investment Promotion Specialist</b></p> <ul style="list-style-type: none"> <li>- To bring expertise pertaining to investment promotion in the IT/ITeS sector</li> <li>- Design Go-to-Market strategy for IT sector to attract investment in the state</li> <li>- To assist in BPO promotion in the state of UP across tier II and Tier III cities</li> <li>- Facilitate creation of IT Infrastructure- IT Parks, IT City and IT centres across the state</li> <li>- Assist the team during various national &amp; international road shows &amp; events</li> <li>- Assist in preparation of investor database &amp; reach out to various associations &amp; industries to bring investment in the state</li> <li>- Design and facilitate implementation of MoU Tracking System for Department of IT &amp; Electronics</li> <li>- Preparation of sectoral and knowledge collaterals</li> </ul>	1	Full time
3	<p><b>Startup Expert</b></p> <ul style="list-style-type: none"> <li>- The expert shall work on maturing the startup ecosystem in the state.</li> <li>- Responsible for attracting, evaluating and establishing new incubation centers, accelerators and Center of Excellence.</li> <li>- Single point of contact for grievance redressal from any of the startup stakeholders</li> <li>- Assessment and processing of applications for availing the incentives/benefits from startups and incubators.</li> </ul>	1	Full time

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

**BIDDER'S ELIGIBILITY CRITERIA, METHOD OF SELECTION & EVALUATION PROCESS**

- a) Bid should comprise of following sections:
- i) Technical eBid
  - ii) Financial eBid
- b) Both the bids (Technical eBids and Financial eBids) must be submitted separately on eTender portal <http://etender.up.nic.in>. Prices should not be quoted in the Technical eBid.
- c) The prices should be quoted in the Financial eBid only on the BoQ (excel file format also uploaded with the Tender document on eTender portal <http://etender.up.nic.in>)

**1. Technical Evaluation**

<b>S. No.</b>	<b>Evaluation Criteria</b>	<b>Marking Scheme</b>	<b>Maximum Marks</b>	<b>Document Required</b>
<b>1</b>	<b>Firm's Experience</b>			
1.1	Consultancy projects for Startup Sector with project value of at least Rs 50 lakhs with any State/Central Government in India in last 5 years as on date of bid submission.  5 marks for each project; (max. 5 projects; 25 marks)	5x5	25	Copy of Work Order / Client certificate
1.2	Consulting projects involving investment promotion in IT/ITeS Sector for at least one year period with any State/Central Government in India. 5 marks for each project; (max. 3 projects; 15 marks)	3x5	15	Copy of Work Order / Client certificate

1.3	Consulting projects for formulation of IT/Start-up Policy with any State/Central Government in India.  (2.5 marks for each project) (max. 4 projects; 10 marks)	4x2.5	10	Copy of Work Order / completion certificate
1.4	Consulting Projects for Ease of Doing Business with any State/Central Government in India  (1 mark for each project) (max. 5 projects; 5 marks)	5x1	5	Copy of Work Order / Client certificate
	<b>Sub-Total</b>		<b>55</b>	

S. No	Evaluation Criteria	Marking Scheme	Maximum Marks	Document Required
<b>2</b>	<b>Resources Proposed</b>			
2.1	<b>Project Manager</b>	<p><b>Qualification:</b> MBA – 1 Mark</p> <p><b>Experience:</b> Experience mandatory with at least 8 years of consulting experience</p> <ul style="list-style-type: none"> <li>• &gt;15 years – 5 Marks</li> <li>• &lt;=15 years &amp; &gt;=10 years – 3 Marks</li> <li>• Less than 10 Years - 0 Mark</li> </ul> <p>Should have experience of working in more than 3 sectors. 1 mark for every sector subject to max. 5 marks</p> <p><b>Additional 2 marks</b> for experience with International client working onsite</p> <p><b>Start-up consulting Experience is mandatory</b></p> <p><b>Additional 2 marks</b> for</p>	15	CV in the attached format along with copies of qualification certificates



		Start-up consulting & IT Investment promotion Experience with any State Government		
2.2	<b>IT Investment Promotion Specialist</b>	<p><b>Qualification:</b> MBA – 2 Marks</p> <p><b>Consulting Experience:</b></p> <ul style="list-style-type: none"> <li>• &gt;=5 years – 5 Marks</li> <li>• &gt;=2 years &amp; &lt;5 years – 3 Marks</li> <li>• Less than 2 Years - 1 Marks</li> </ul> <p><b>Project Experience</b> Investment promotion Experience - Greater than 2 years : 5 marks 1 year – 2 year : 3 marks Less than 1 year: 0 marks</p> <p><b>IT Investment promotion experience is mandatory</b></p> <p><b>Additional 3 marks</b> for IT Investment Promotion Experience with any State Government</p>	15	CV in the attached format along with copies of qualification certificates
2.3	<b>Startup Expert</b>	<p><b>Qualification:</b> MBA: 2 Marks</p> <p><b>Consulting Experience:</b></p> <ul style="list-style-type: none"> <li>• &gt;=5 years – 5 Marks</li> <li>• &gt;=2 years &amp; &lt;5 years – 3 Marks</li> <li>• Less than 2 Years - 1 Marks</li> </ul> <p>Investment promotion Experience - Greater than 2 years : 5 marks</p>	15	CV in the attached format along with copies of qualification certificates

		1 year – 2 year : 3 marks Less than 1 year: 0 marks		
		<b>Start-up consulting Experience is mandatory</b>		
		<b>Additional 3 marks for Start-up consulting Experience with any state Government</b>		
		<b>Sub-Total</b>	<b>45</b>	
		<b>Total</b>	<b>100</b>	

**The Minimum qualifying marks for opening of the Financial eBid, is 70 Marks.** Bidder needs to submit the CVs of the resources specified above in the RFP, failing to which the bid is liable to be rejected.

## **2. Evaluation of Technical Bids: -**

- Constitution of Tender Evaluation Committee (TEC)
  - The evaluation of the eBids shall be carried out by Tender Evaluation Committee (TEC), 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 Tender Evaluated Committee (TEC). Technical bids in the following conditions will be summarily rejected as being non responsive:
  - Technical Bids of those bidders, which are not 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”).
  - Technical bids unsigned and incomplete, not responding to the TOR fully and properly and those with lesser validity than that prescribed in the RFP

## **3. Evaluation of Financial eBids :-**

- The financial eBids shall be opened by CEC of the firms which scores minimum 70 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 Commercial bid section of the eTender portal. The Cost mentioned in Annexure-V: FINANCIAL PROPOSAL SUBMISSION FORM (BOQ) 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 Commercial bid format has also been published along with the RFP and the same is to be used to submitting commercial bid. Completely filled commercial bid in .xls format 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 Consultant Evaluation Committee, will reject any such eBids as non-responsive financial proposal. However, if the CEC feels it necessary to seek clarifications on any financial proposals regarding Taxes, duties or any such matter, the CEC 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. All the expenses pertaining to the outstation travel (including lodging etc.) with respect to the participation in the events or organizing the event shall be borne by UPLC.

#### **4. Negotiations**

- Normally, there would be no post RFP negotiations.

#### **5. 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-I) price.

**Based on the Lowest One (L-I) price received in the tender, the proposal by UP Electronics Corporation Limited will be submitted 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.**

#### **6. Contract Agreement**

- Agreement on the format given in the All the terms and conditions shall also be applicable as per the empanelment agreement signed between UPLC and the selected consultant.

#### **7. Contract period**

The contract period shall be of 02 (two) years.

## **8. Confidentiality**

- The selected consultant will treat as confidential all data and information 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 UPLC.

## **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 IT 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 and 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 empaneled 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 IT 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, medical 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 3 for one year of the contract signed between UPLC and Consultant.
- 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 GST etc) 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.

**17. Fraud and Corruption**

Under the policy of “U.P. Electronics Corporation Limited” policy, the Bidder, if selected shall have to observe the highest standard of ethics during the selection and execution of such contracts. In pursuance of this policy, the UPLC:

- ❖ Defines, for the purposes of this provision, the terms set forth below as follows:
  - “Corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution; and
  - “Fraudulent practice” means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the “UPLC” and includes collusive practices amongst consultant (prior to or after submission of proposals) with Service Provider empanelled with UPLC, designed to establish prices at artificial, noncompetitive levels and to deprive the “UPLC” of the benefits of free and open competition.
- ❖ Will reject a proposal for award if it determines that the consultant recommended for award is/was engaged in corrupt / fraudulent / coercive activities in getting the contract in question;
- ❖ Will cancel the consultant’s contract if it at any time determines that its representatives are engaged in corrupt or fraudulent practices.
- ❖ Will declare a consultant ineligible, either indefinitely or for a stated period of time, to be awarded a “UPLC” contract if it at any time determines that the consultant has engaged in corrupt or fraudulent practices in getting or executing the “UPLC” contract;
- ❖ Will have the right to have them audited by auditors appointed by the “UPLC”
- ❖ Will cancel the contract if at any stage it comes to know that the selected Consultant or Consulting Company has any relation with any of the members of Tender Evaluation Committee (TEC) or the decision making authorities.

## SECTION VI: ANNEXURES

**Annexure-I: 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.....**

## Annexure-II: TEAM COMPOSITION AND TASK ASSIGNMENTS

Staff details:

S.no.	Name	Qualification	Position	Task

### Project Experience Details

S. No	Details	
1.	Project Name	
2.	Client Name & Details	
3.	Project Value (INR.)	
4.	Project Description	
5.	Services Provided by the Consultant	

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 RESOURCES**

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.	Certifications:			
	I, the undersigned certify that based on the official records and to the best of my knowledge and belief, this bio data correctly describes the qualifications, and the			
	Name & Signature (Authorized Representative)		Date of signing :-	

## **Annexure IV: PROPOSAL SUBMISSION FORM**

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

Ref: Submission of Proposal against RFP No:  
UPLC\_IT\_CONSULTANT\_PIU\_2018

Dear Sir,

Having examined the RFP document, we, the undersigned, herewith submit our response to your RFP reference no. ....for “Selection of Consultant for providing Consultancy services for Monitoring & Implementation of Uttar Pradesh Information Technology Policy & Start UP Policy 2017” 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 Department/Organization/ Institution. **38**

6. We declare that we have not been charged with any fraudulent activities by any Central/State/UT Government Department /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 Reference No. UPLC\_IT\_PIU\_CONSULTANT\_2018 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

### **Annexure V: FINANCIAL PROPOSAL SUBMISSION FORM (BOQ)**

Ref: Submission of Proposal against your RFP Reference No. **UPLC\_IT\_CONSULTANT\_PIU\_2018**

<b>S. No.</b>	<b>Particulars</b>	<b>Basic Price (INR)</b>	<b>Applicable GST (Presently it is @18%)</b>	<b>Total Cost for the project</b>
<b>1</b>	Total Cost of Providing Consulting Services as per the TOR mentioned in Section III of the RFP			
<b>Total cost in words</b>				

Note: - The applicable rate of GST will be applicable.

A separate Excel sheet of Financial bid format (BOQ) has been published along with the RFP and shall have to be uploaded duly filled-in on the eTender portal.



**Annexure VI: 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 exceedingRs.. ..
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, 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 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 arrive 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.

## Annexure VII: FORMAT OF AGREEMENT

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

This agreement is made this .....day of .....2018 at Lucknow between M/s..... (Name of the Consultant Company selected through the bidding process against the RFP (RFP Ref. No. UPLC\_IT\_CONSULTANT\_PIU\_2018) for **“Selection of Consultant for providing Consultancy services for Monitoring & Implementation of Uttar Pradesh Information Technology Policy & Start UP Policy 2017”** 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, UP 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. UPLC\_IT\_CONSULTANT\_PIU\_2018) and also the terms and conditions contained in the subsequent corrigendum and Work Order 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 OF .....TWO THOUSAND AND EIGHTEEN.

Authorized Signatory of  
“First Party”

Authorized Signatory of  
“Second Party”

Signature:  
Name and Address:

Signature:  
Name & Address:

Witness for “First Party”

Witness for “Second Party”

Signature:  
Name & Address:

Signature:  
Name & Address: