



यू पी इलेक्ट्रॉनिक्स कारपोरेशन लिमिटेड
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(A UP GOVT. UNDERTAKING)

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**REQUEST FOR PROPOSAL (RFP)
FOR
SELECTION OF CONSULTANT FOR PROVIDING CONSULTANCY SERVICES FOR
UP STATE DATA CENTRE (SDC) CAPACITY PLANNING & UPGRADATION**

eBid Reference: UPLC_CONSUL_UPSDC_2018

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

S N	Particulars	Date	Time
1	Date of Publishing of RFP	18 May 2018	At 0900 Hours
2	Downloading of RFP from eTender Portal	18 May 2018	From 0900 Hours
3	eBid Submission Start Date	18 May 2018	From 0900 Hours
4	Pre-bid Conference	25 May 2018	1500 Hours
5	eBid Submission End Date	07 Jun 2018	1500 Hours
6	Opening of Technical eBid	07 Jun 2018	At 1700 Hours or afterwards
7	Opening of Financial eBids	To be decided at a later stage	

Place of Pre-Bid Conference and Opening eBids: UP Electronics Corporation Ltd,
10, Ashok Marg,
Lucknow-226 001

eBid Processing Fee: NIL

This Document Contains – 35 Pages

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e-BID NOTICE

FOR

REQUEST FOR PROPOSAL (RFP)

FOR

“SELECTION OF CONSULTANT FOR PROVIDING CONSULTANCY SERVICES FOR UP STATE DATA CENTRE (SDC) CAPACITY PLANNING & UPGRADATION”

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 the “REQUEST FOR PROPOSAL (RFP) FOR SELECTION OF CONSULTANT FOR PROVIDING CONSULTANCY SERVICES FOR UP STATE DATA CENTRE (SDC) CAPACITY PLANNING & UPGRADATION” from 0900 Hours of 18 May 2018 up to 1500 Hours of 07 Jun 2018. The eBids shall be opened on 07 Jun 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. 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

eBid Reference no: UPLC_CONSUL_UPSDC_2018

**REQUEST FOR PROPOSAL (RFP)
FOR
“SELECTION OF CONSULTANT FOR PROVIDING CONSULTANCY
SERVICES FOR UP STATE DATA CENTRE (SDC) CAPACITY
PLANNING & UPGRADATION”**

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 “REQUEST FOR PROPOSAL (RFP) FOR SELECTION OF CONSULTANT FOR PROVIDING CONSULTANCY SERVICES FOR UP STATE DATA CENTRE (SDC) CAPACITY PLANNING & UPGRADATION”
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. 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:

e-Bid Reference No.	UPLC_CONSUL_UPSDC_2018
Purpose	“REQUEST FOR PROPOSAL (RFP) FOR SELECTION OF CONSULTANT FOR PROVIDING CONSULTANCY SERVICES FOR UP STATE DATA CENTRE (SDC) CAPACITY PLANNING & UPGRADATION”
Date of Publication of e-Bid notice	18 May 2018 on eTender Portal http:// etender.up.nic.in and on UPLC’s website www.uplc.in
Last date for submission of e-Bids	07 Jun 2018 up to 1500 Hours
Site for Submission of e-Bids	http://etender.up.nic.in
E Bid Inviting Officer	Managing Director
Pre-bid meeting	25 May 2018 at 1500 hours Venue: U.P. Electronics Corporation Limited (UPLC), 10, Ashok Marg, Lucknow

Date of Opening of Technical e-Bids	07 Jun 2018 at 1700 Hours or afterwards
Date of Opening of Financial e-Bids	To be decided at a later stage
Venue of Opening of eBids	U.P. Electronics Corporation Limited, 10, Ashok Marg, Lucknow-226 001
UPLC's email addresses	md@uplc.in, uplciko@gmail.com or praveenuplc@gmail.com
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:

- 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-226001.
- 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 <http://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 <http://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) AND TERMS OF REFERENCE(ToR)
- 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 md@uplc.in, 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 <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 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

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 to 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 <http://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 (<http://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 <http://etender.up.nic.in>. For this, the Bidders have to register themselves by depositing a fee of Rs.6000/- (Rupees Six thousand 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 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 them 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.

6. Deadline for Submission of eBids

e-Bids 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. e-Bids should be uploaded on eTender portal <http://etender.up.nic.in> on or before the date and time as mentioned in Section I.

7. 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.

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 <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 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 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.

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 on the Format given at Annexure VII.

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 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) AND TERMS OF REFERENCE(ToR)

1. Background:

The Government of Uttar Pradesh has a clear focus on improving delivery of Government Services to citizens. State Data Center (SDC) has been identified as one of the important element of the core infrastructure for supporting e-Governance. As a part of Government of Uttar Pradesh's e-Governance initiatives, State Data Center for the Uttar Pradesh has been implemented by one of the PSU of IT & Electronics Department, GoUP to consolidate services, applications and infrastructure to provide efficient electronic delivery of G2G, G2C and G2B services. State Data Center has been envisaged to provide many key functionalities including but not limited to Central Repository of the State, Secure Data Storage, Online Delivery of Services, Citizen Information/Services Portal, State Intranet Portal, Remote Management and Service Integration etc.

SDC is envisioned as the 'Shared, reliable and secure infrastructure service Center for hosting and managing the e-Governance Applications of State and its constituent departments'. SDC is envisaged to establish a robust infrastructure to enable the Government to deliver the services, quickly and effectively to its stakeholders.

State Data Centre (SDC) was a project under National e-Governance Plan (NeGP) which is providing some key functionalities like Central Repository of the State, Secure Data Storage, Online Delivery of Services, Citizen Information/Services Portal, State Intranet Portal, Disaster Recovery, Remote Management and Service Integration.

The State Data Centre is a key-supporting element of e-Government Initiatives & businesses for delivering services to the citizens with greater reliability, availability and serviceability. SDC provides better operations & management control and minimizes overall cost of Data Management, IT Management, Deployment and other costs.

The UPSDC set up in an area of about 4500 Sq. ft. earmarked for this purpose on Ground floor at 9.Sarojini Naidu, Marg, Lucknow. All e-Governance applications of this state may be hosted in this Data Centre. The Data Centre has been commissioned on 06-08-2012 and it is manned on 24 x 7 basis, for its operation. UPSDC currently have around 160 servers for catering services to different Govt. department/ organization. The UPSDC storage system currently has a capacity of around 164 TB.

Currently, more than 150+ applications and websites of 50+ different State Govt. Departments are hosted and running in UPSDC. Many other departmental applications are

in pipeline. This is an infrastructure, which can be shared by all Govt. Departments / Organizations for hosting, running and storing their applications, information, etc. for delivering services to the citizens with greater reliability, availability and serviceability.

2. Scope of Work

The scope of work of the Consultant Agency shall include but not limited to:

- The scope of work under this specification shall include overall a detailed study of the State Data Centre with the objective of capacity planning and upgradation. The study shall include SDC survey to assess existing capacity, carry out demand assessment, assessment of existing skills, plan for skilling requirements and subsequent consultation for comprehensive Operation and Maintenance of the SDC Solution.
- Bidders are required to critically review the purpose and requirements of implementation & upgradation of SDC and to ensure achieving the objective within the time frame of Nine (9) weeks for successful implementation.
- The scope of work for the bidder of SDC project is broadly segregated to the following:-
 - To conduct the Survey and thorough analysis of the current SDC and the future requirements of state data Centre and propose upgradation, capacity augmentation or expansion to new DC, as required.
 - Sizing of DC and design in view of rapidly growing need of State Government for hosting different application in SDC
 - Capacity planning as per the growing application landscape in the State. The Consultant shall be required to contact with all the Departments (identified by UPLC/GoUP) to understand their future needs. UPLC shall assist the selected consultant for this exercise.
 - Identify opportunities for technology refresh and propose latest DC technologies for the SDC
 - To conduct the Planning, cost-benefit analysis and suggestion for identifying new location if required for commissioning of new SDC, as per the statutory requirements and guidelines of the Government of India.
 - Develop plan for Integration with old SDC.
 - Benchmarking study of DRs of other states
 - Assist in selection of proposal for DR Site of SDC.
 - Recommendation for the DR

3. Project Duration, Payment Milestones, Timelines and Deliverables:

S. No	Deliverable	Timeline	Payment
1.	AS-IS report ➤ Identifying needs of the Department	T0 + 3 weeks	40%

	➤ Survey & Analysis of existing SDC		
2.	Capacity enhancement Plan & Recommendation report: ➤ Sizing report after identifying the needs of the state Government Departments ➤ Upgradation plan	T0 + 6 weeks	40%
3.	DR recommendation ➤ Proposed options for DR site	T0+9 weeks	20%

T₀: Date of project kick- off meeting post acceptance of LOI by the bidder

Note: The financial quote shall take into account all expenses and tax liability including GST etc. The financial quote should include all remuneration for all the personnel including travel, lodging and boarding.

4. Indicative Resource requirement (Number of Experts, Kind of Expertise & Qualification Required):

Selected Bidder (Consultant Company) would be required to deploy an appropriate team of Consultants to meet out the requirements mentioned above within the stipulated time. The Selected Bidder shall deploy requisite number of personnel's depending on the allotted work, however Selected Bidder need to provide following resources mentioned in below for the assigned consultancy work and will have to be deployed by the Selected Bidder on engagement for identified task as indicated. The expectations on the resources that would be proposed for the project are as follows:

1. The team together should have a mix of experts as per the requirement of the project
2. The team should consist of resources with prior experience as mentioned in the scope
3. Following Resources shall be required to deliver the project considering the assignment as deliverable based.

Table – A (Indicative team member)

S. No	Team member	Requirement
1.	Project Manager	As & When required
2.	Subject Matter Expert	As & When required
3.	Technical Consultant	Full time

4. Project Manager will directly report to authorized officer and provides the project insights, issues and overall status of the project as & when required
5. Other than above if any other professionals are required as per project's requirement, then it shall be the bidders responsibility to provide the same.
6. Resource personnel (team members as part of the proposal) should be on Payroll of the Bidder and should not be externally contracted (non-payroll) nor from the third party/out-sourced.

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 bidders will be treated as non responsive and will not be considered against this eBid.

- a) Bid should comprise of following sections:
 - i) Technical Bid
 - ii) Financial Bid
- b) Both the bids must be submitted separately on eTender 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. Technical Evaluation

S. No.	Evaluation Criteria	Maximum Marks	Document Required
1.	Experience of the firm	100	
1.1	Experience related to State Data Centre (a) 5 or more projects: 25 Marks (b) 4 projects: 20 Marks (c) 3 projects: 15 Marks (d) 2 project: 10 Marks Else 0 Marks	25	Copy of Work Order/ LOA/LOI /Client Certificate/Agreement/ Completion Certificate
1.2	Technical Presentation a) Understanding of Scope – 5 Marks b) Approach & Methodology – 10 Marks c) Work Plan – 5 Marks	20	Technical Presentation
	Sub-Total [A]	45	
	Key Manpower Proposed		
2.5	Project Manager <ul style="list-style-type: none"> • B.Tech/MCA - Mandatory • MBA – 4 Marks • Years of experience <ul style="list-style-type: none"> ○ Less than 6 years – 0 Mark ○ 6-8 years – 2 Marks ○ Greater than 8-10 years – 4 Marks ○ Greater than 10 – 6 Marks • Experience of DC <ul style="list-style-type: none"> ○ 2 DC – 4 Marks ○ 3-5 DC – 6 Marks ○ Greater than 5 DC – 10 Marks 	20	CV

S. No.	Evaluation Criteria	Maximum Marks	Document Required
	<p><u>Subject Matter Expert</u></p> <ul style="list-style-type: none"> • B.Tech/MCA/MBA - Mandatory • Years of experience <ul style="list-style-type: none"> ○ Less than 8 years – 0 Mark ○ 8-10 years – 2 Marks ○ Greater than 10-12 years – 3 Marks ○ Greater than 12 years – 4 Marks • Experience of DC <ul style="list-style-type: none"> ○ 3 DC – 2 Marks ○ 4-6 DC – 3 Marks ○ Greater than 6 DC – 4 Marks <p>Additional 2 Marks for Certified Data Centre Professional Additional 2 mark working for SDC subject to max. 10 Marks</p>	20	CV
	<p><u>Technical Consultant</u></p> <ul style="list-style-type: none"> • B.Tech/MCA - Mandatory • MBA – 3 Marks • Years of experience <ul style="list-style-type: none"> ○ Less than 2 years – 0 marks ○ 3-4 years – 2 Marks ○ Greater than 4-5 years – 3 marks ○ Greater than 5 years – 5 marks • Experience of DC <ul style="list-style-type: none"> ○ 1 DC – 3 Marks ○ 2-3 DC – 5 Marks ○ Greater than 3 DC – 7 Marks 	15	CV
	Sub-Total [B]	55	
	Total [A] + [B]	100	

The Minimum qualifying marks for opening of the financial bid is 70 Marks. Any Deviation in the credentials provided by the Consultant shall not be considered for evaluation.

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 TEC of the firms which scores more than **70 marks** in the Technical Evaluation criteria. The Bids shall be opened in presence of representative of the technically qualified Bidders who choose to attend. The name of the Bidders and the bid prices quoted, 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 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. Negotiations

- Normally, there would be no post RFP negotiations.

4. 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 Bidder 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.

5. Contract Agreement

- All the terms and conditions shall also be applicable as per the empanelment agreement signed between UPLC and the Selected Consultant/ Successful Bidder.

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 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 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, 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 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

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 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	Start Year & Time spent
		(Exact duties rendered)	(Project name Organization Location)	(Project Manager / Team Leader/ Team Member / Expert)
12.	Certifications:			
	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	

Annexure IV: PROPOSAL SUBMISSION FORM

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

Ref: Submission of Proposal against Tender Reference No: UPLC_CONSUL_UPSDC_2018

Dear Sir,

Having examined the RFP document, we, the undersigned, herewith submit our response to your RFP reference No. UPLC_CONSUL_UPSDC_2018 for “REQUEST FOR PROPOSAL (RFP) FOR SELECTION OF CONSULTANT FOR PROVIDING CONSULTANCY SERVICES FOR UP STATE DATA CENTRE (SDC) CAPACITY PLANNING & UPGRADATION” 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 Reference No.UPLC_CONSUL_UPSDC_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_CONSUL_UPSDC_2018)

Our detailed financial proposal is as follows:

(Amount in Indian Rupees)

Sr. No.	Particulars	Basic Price	Applicable GST (Presently it is @18%)	Total Cost for the Project
1	Total Cost of providing consulting Services as per the Scope of Work (SoW) and Terms of Reference (ToR) mentioned in Section: III of the RFP (Reference No. UPLC_CONSUL_UPSDC_2018)			
Total cost in words				

- Note:-**
1. The applicable rate of GST will be applicable.
 2. 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 and not on any other format.

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 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 (Reference No. UPLC_CONSUL_UPSDC_2018) 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.

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 thisday of2018 at Lucknow between M/s.....(name of the Consultant Company selected through the bidding process against the RFP (Reference No. UPLC_CONSUL_UPSDC_2018) for “REQUEST FOR PROPOSAL (RFP) FOR SELECTION OF CONSULTANT FOR PROVIDING CONSULTANCY SERVICES FOR UP STATE DATA CENTRE (SDC) CAPACITY PLANNING & UPGRADATION” 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.

2. That WHEREAS the First Party will provide consultancy services in accordance with all the terms and conditions contained in the Tender (RFP Reference No. UPLC_CONSUL_UPSDC_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.

3. Copies of Tender (RFP Reference No. UPLC_CONSUL_UPSDC_2018) and its Corrigendum (if any), are annexed herewith as Annexures -----, respectively, (containing total ---- pages).

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

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: