



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

10, Ashok Marg, Lucknow - 226001

Tel: 0522-4130303, 2286808, 2286809 Fax: 0522-2288583

email: md@uplc.in, uplclko@gmail.com, praveenuplc@gmail.com

Website: www.uplc.in

**REQUEST FOR PROPOSAL (RFP)**

**For**

**“SELECTION OF VENDOR(S) FOR PRINTING, BINDING AND SUPPLY  
OF BOOKLET FOR THE DEPARTMENT OF IT & ELECTRONICS, GOVT.  
OF UTTAR PRADESH”**

S N	Particulars	Date	Time
1	Date of Publishing of RFP	10 MAY 2018	At 0900 Hours
2	Downloading of RFP from eTender Portal	10 MAY 2018	From 0900 Hours
3	eBid Submission Start Date	10 MAY 2018	From 0900 Hours
4	eBid Submission End Date	22 MAY 2018	1500 Hours
5	Opening of Technical eBid	22 MAY 2018	At 1700 Hours or afterwards
6	Opening of Financial eBids	To be decided at a later stage	

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

Processing Fee : Rs 5,000/- (Non-refundable)  
EMD/Bid Security: Rs 1,00,000/-

eTender Reference No: UPLC-PS-Booklet-2018  
eTender Portal: <http://etender.up.nic.in>

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## **e-BID NOTICE**

**FOR**

**REQUEST FOR PROPOSAL (RFP)  
FOR**

**“SELECTION OF VENDOR(S) FOR PRINTING, BINDING AND SUPPLY OF BOOKLET FOR  
THE DEPARTMENT OF IT & ELECTRONICS, GOVT. OF UTTAR PRADESH”**

Online eBids are invited for “SELECTION OF VENDOR(S) FOR PRINTING, BINDING AND SUPPLY OF BOOKLET FOR DEPARTMENT OF IT & ELECTRONICS, GOVT. OF UTTAR PRADESH”, from 0900 Hours of 10 MAY 2018 up to 1500 Hours of 22 MAY 2018. The eBids shall be opened on 22 MAY 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. Electronics Corporation Limited (UPLC)  
10, Ashok Marg, Lucknow-226 001

eTender Reference No: UPLC-PS-Booklet-2018

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## Request for Proposal (RFP) For

### “SELECTION OF VENDOR(S) FOR PRINTING AND BINDING OF BOOKLET FOR THE DEPARTMENT OF IT & ELECTRONICS, GOVT OF UTTAR PRADESH”

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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:

- (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.

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## SECTION I: LETTER OF INVITATION

1. Through this Request for Proposal (RFP), it is intended to invite e-Bids “SELECTION OF VENDOR(S) FOR PRINTING, BINDING AND SUPPLY OF BOOKLET FOR THE DEPARTMENT OF IT & ELECTRONICS, GOVT OF UTTAR PRADESH”.
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. 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:

<b>e-Bid Reference No.</b>	UPLC-PS-Booklet-2018
<b>Purpose</b>	Request for Proposal (RFP) for “SELECTION OF VENDOR(S) FOR PRINTING, BINDING AND SUPPLY OF BOOKLET FOR THE DEPARTMENT OF IT & ELECTRONICS, GOVT OF UTTAR PRADESH”
<b>Date of Publication of eBid Notice</b>	10 MAY 2018 on eTender Portal <a href="http://etender.up.nic.in">http://etender.up.nic.in</a>
<b>Last date for Submission of eBids</b>	22 MAY 2018 up to 1500 Hours
<b>Bid Processing Fee and Earnest Money Deposit (EMD)</b>	Bidders shall submit Bid Processing Fee of Rs 5,000/- (Rupees Five Thousand only) and Earnest Money Deposit (EMD) of Rs 1,00,000/- (One lakh only) in the form of two separate Demand Drafts of Scheduled Bank drawn in favour of "U.P. Electronics Corporation Limited" payable at “Lucknow”.
<b>Site for Submission of eBids</b>	<a href="http://etender.up.nic.in">http://etender.up.nic.in</a>
<b>eBid Inviting Officer</b>	Managing Director
<b>Date of Opening of Technical eBids</b>	22 MAY 2018 at 1700 Hours or afterwards
<b>Date of Opening of Financial eBids</b>	To be decided at a later stage
<b>Venue of Opening of eBids</b>	U.P. Electronics Corporation Limited (UPLC), 10, Ashok Marg, Lucknow-226 001

<b>UPLC's email addresses</b>	md@uplc.in, uplclko@gmail.com or praveenuplc@gmail.com
<b>Contact numbers</b>	0522-2286808, 0522-2286809 , 0522- 4130303
<b>Fax number</b>	0522-2288583

6. UPLC reserves the right to cancel any or all the eBids or annul the eBid process without assigning any reason thereof.
7. 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 <https://etender.up.nic.in>. The required electronic documents for each document label of Technical (Fee details, Annexure etc) schedules/packets can be clubbed together to make single different files for each label. The size of Single label file should not exceed 20-25 MB size.

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## **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 “e-Bid” means the Technical proposal and the Financial proposal.
- 3 “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.
- 4 “Scope of work” (SoW) and Terms of Reference (ToR) means Scope of work and Terms of Reference 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.
- 5 “The Contract” means the agreement entered into between UPLC and the bidder, as recorded in the Contract Form signed by the parties, including all the attachments and appendices thereto and all documents incorporated by reference therein;
- 6 “Day” means a calendar day.

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

#### **1. Availability of eTender Document**

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

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## **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 QUALIFICATION CRITERIA
- SECTION V: STANDARD TERMS AND CONDITIONS
- SECTION VI : VARIOUS FORMATS (for Technical Proposal Submission Form, Covering Letter for Proposal Submission Form, Financial Proposal Submission Form (BOQ), Agreement, Bank Guarantee towards Performance Security etc.

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](mailto:md@uplc.in), [uplclko@gmail.com](mailto:uplclko@gmail.com) or [praveenuplc@gmail.com](mailto:praveenuplc@gmail.com).

## **4. Amendment of eTender Document**

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

It shall be the sole responsibility of the prospective Bidders to check the eTender portal <https://etender.up.nic.in> and [www.uplc.in](http://www.uplc.in) from time to time for any amendment in the



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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>.

## **5. 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
- b) Financial Proposal

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

The Bidder shall furnish, as part of Technical Proposal, 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 Tender document.

Bidders shall furnish the required information on their Qualification and Commercial strengths in the given formats only. Any deviations with respect to this may make the Bid liable for rejection. The Bidders shall submit the scan copy of tender fee, sample paper, processing fee and EMD in the proposal and submit the physical copy of the above before the date & time of submission of e-Bids, failing which the bids shall be liable to be rejected. The UPLC shall not responsible for the authenticity of the any documents / records that have been submitted by Bidder for this tender.

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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.

**6. Period of Validity of eBids**

eBids 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.

**7. 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).

**8. 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.

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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](http://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-226001 for getting a valid User ID and password and the required training/ assistance etc. on eTender portal <https://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

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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 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

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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.

## **9. 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 , 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.

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## **10. Late e-Bids**

The server time indicated in the Bid Management window on the eTender portal <https://etender.up.nic.in> will be the time by which the eBids submission activity will be allowed till the permissible date and time scheduled in the eTender. Once the eBids submission date and time is over, the Bidder cannot submit his/her Bid. Bidder has to start the eBid Submission well in advance so that the submission process passes off smoothly. The Bidder only, will be held responsible if his/her eBids are not submitted in time due to any reasons.

## **11. Withdrawal and Resubmission of eBids**

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

The Bidder can resubmit his/ her eBids as and when required till the Bid submission end date and time. The new one bid will replace the eBids submitted earlier. The payment made by the Bidder earlier will be used for revised eBids and the new Bid submission summary generated after the successful submission of the revised eBids will be considered for evaluation purposes. For resubmission, the Bidder should first log in using his/ her Login ID and Password and subsequently by his/ her Digital Signature Certificate on the eTender procurement portal <https://etender.up.nic.in>. The Bidder should then select "My Bids" option in the Bid Submission menu. The page listing all

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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.

## **12. 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 bidder for this project. UPLC will simultaneously notify on the eTender portal

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<https://etender.up.nic.in>, whose technical eBids were considered acceptable and have been shortlisted for opening of their financial eBids.

**13. Cost of preparation of eBids to be borne by the Bidder**

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

**14. 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.

**15. 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.

**16. Bank Guarantee for Performance**

The successful Bidder shall at his own expense may deposit with UPLC, within 07 (Seven) 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 contract value. All incidental charges whatsoever such as premium, commission etc. with respect to the Performance Guarantee shall be borne by the Bidder. The Performance Guarantee shall be valid for six months post completion of the project satisfactorily. Subject to the terms and conditions in the performance Bank Guarantee, at the end of the stipulated period, 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.



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

### **1. About the Project**

The aim of the work is to Print, Bind and Supply materials to UPLC as mentioned in Tender document. The minimum specified Scope of work to be undertaken by the Bidder for printing & supplying of materials is mentioned below. The selected Bidder shall print, bind and supply the materials as per the specifications.

**The Company/Firm selected through the tender, will be required to supply one sample of the material being printed for the approval of competent authority.** No final printing should be resorted to, unless otherwise specifically asked for by UPLC. No separate charges shall be paid for delivery of printing materials.

The rates quoted by the selected company/firm, and approved by UPLC, shall remain valid for a period of six months from the date of award of Contract. Any request to increase the rates for any item(s), during the period of the contract, shall not be considered.

The bidder should have latest high quality color printing machine and also binding machine of their own. They should have latest DTP software and hardware & sufficient manpower to operate it. Proof-reading of the manuscript by a good professional proof-reader is required.

The text of the booklet which is to be printed, will be provided to the selected bidder.

The printing, binding and supply of the booklet should be done by Bidder to the satisfaction of UPLC.

**2 Quantity:** 10,000 (Ten Thousands) numbers of the Booklets which may contain about 220 pages, are required initially and more quantity of booklets will be required later-on as per the requirements, on the same rate finalised through this Tender.

### 3 Specifications for the Booklet:

S. No.	Particulars
1	<ul style="list-style-type: none"><li>• <b>Cover :-</b> 250 GSM Imported Art Card with lamination (Glossy)</li><li>• <b>Inner Pages :-</b> 90 GSM Imported Art Paper (Glossy)</li><li>• <b>Size :-</b> 8.5 inch x 11 inch</li><li>• <b>Printing Mode :-</b> Offset</li><li>• <b>Binding :-</b> Perfect</li><li>• <b>Cover and Inner Pages-</b> Four Colour</li></ul>

### 4 Packing

The selected Bidder shall provide such packing as it is required to prevent damage or deterioration of the printing material during transit to their final destination. The packing shall be sufficient to withstand, without limitations, rough handling during transit and exposure to extreme temperatures and precipitation during transit and open storage. The selected Bidder shall be responsible for any defect in packing.

### 5 Delivery Schedule

The supply shall be completed within the schedule as given below:

SI No	Particulars	Supply Schedule in Calendar days
1	Submission of Draft Proof	within 05 days of award of contract
2	Submission of Final Proof	within 05 days of receipt of corrected version of draft proof
3	Supply of Booklets as per the approved proof and award of contract	within 05 days of receipt of approval of final proof

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Schedule shall be effective from the date of award of Contract.

## **6 Penalties**

In case of default in maintaining time schedule, the UPLC will impose a penalty of amount equivalent to 5% of the contract value per day subject a maximum of 10 days. Delay beyond the scheduled time in excess of 10 days will be deemed to have the Printing Order cancelled. The EMD/Performance Bank Guarantee submitted with UPLC, may be forfeited and UPLC will in no way be held responsible for the loss, whatsoever, attributed due to the delay in printing and supply.

## SECTION IV: BIDDER'S QUALIFICATION CRITERIA

This Invitation to e-Bid is open to all entities meeting or exceeding all of the following minimum Qualification criteria. Any Bidder not meeting any one of the qualification criteria as mentioned below shall be summarily rejected.

The Bidder must possess the requisite experience, strength and technical capabilities in providing the services necessary to meet the requirements as described in the RFP Document. Keeping in view the complexity and volume of the work involved, the following criteria are prescribed as qualification criteria for Bidder interested in undertaking the Project. The Bidder must also possess the administrative, technical know-how and the financials that would be required to successfully undertake the Project for the entire period of the Contract. The Bids must be complete in all respect and should cover the entire Scope of Work as stipulated in the RFP.

### Qualification Criteria

S N	Clause	Documents Required
1.	The Authorized Signatory signing the Bid should be duly authorized by the Board of Directors / Power of Attorney (in case of Firms), of the Bidding Company / Firm to sign the Bid on their behalf.	<ul style="list-style-type: none"> <li>• Board's Resolution</li> <li>• Power of Attorney (in case of Firms)</li> </ul>
2.	The Bidder(Company/Firm) should be registered in India for the last 03 years i.e. 2014-2015, 2015-2016 and 2016-2017.	<ul style="list-style-type: none"> <li>• Certificate of Registration.</li> </ul>
3.	The Bidder(Company/Firm) should have an average annual turnover of at least Rs 10 lakh generated from relevant field i.e. Printing, Binding and Supply of printing materials during the last three Financial Years (i.e. 2014-2015, 2015-2016, 2016-2017).	<ul style="list-style-type: none"> <li>• Copy of Audited Profit &amp; Loss Statement and Balance Sheets and</li> <li>• Certificate from CA (on his letterhead with his/her registration number) certifying average annual turnover from relevant field.</li> </ul>

S N	Clause	Documents Required
4.	The Bidder(Company/Firm) should have successfully completed at least 03 work orders (each work order of minimum value of Rs 3.00 (three) lakhs for (offset Printing, Binding and supply of Printing Materials) for Government/Public Sector Undertakings during the last 3 Financial Years in India i.e. 2014-2015, 2015-2016 and 2016-2017.	<ul style="list-style-type: none"> <li>• Copies Work Orders along with the completion Certificate/satisfactory client Certificates.</li> </ul>
5.	As on date of submission of the eBid, the Bidder(Company/Firm) should have neither been Blacklisted by Central Government/ State Government or instrumentalities thereof nor any criminal case against the Bidder(Company/Firm) /its Partner/Director, is pending before any court of Law.	<ul style="list-style-type: none"> <li>• Certificate from the Authorized Signatory to the effect that the Bidder should have neither been blacklisted by Central Government/ State Government or instrumentalities thereof nor any criminal case against the Bidder/ its Partner/ Director, is pending before any court of Law.</li> </ul>
6.	The Bidder(Company/Firm) should have valid Goods & Service Tax (GSTIN) Registration	<ul style="list-style-type: none"> <li>• Copy of valid GSTIN Registration Number</li> </ul>
7.	The Bidder(Company/Firm) should have valid PAN Card	<ul style="list-style-type: none"> <li>• Copy of valid PAN Card</li> </ul>
8.	The Bidder(Company/Firm) shall comply with all the Specifications as specified in the Tender document	<ul style="list-style-type: none"> <li>• Self Certificate declaring that Bidder will comply the specifications as specified in the Tender document</li> </ul>

**Consortium of companies /Firms is not allowed.**

Any e-Bid failing to meet any of the above stated Qualification criteria shall be summarily rejected and will not be considered for Financial Evaluation.

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### **Change in Qualification Criteria**

If there is a change in the status of the Bidder with reference to any of the Qualification criteria specified above, during the course of the project, the Bidder should immediately bring the same to the notice of UPLC.

### **Tender Evaluation Committee (TEC): -**

The evaluation of e-Bids shall be carried out by Tender Evaluation Committee (TEC), which shall be constituted by U.P. Electronics Corporation Limited (UPLC). The TEC will evaluate the bids in two steps i.e. Technical and Financial.

#### **Technical evaluation**

The Technical eBids will be opened from the eTender Portal by the Tender Evaluation Committee (TEC) in the presence of Bidders' representatives who choose to attend the Technical Bid opening on date and time.

The bidder meeting or exceeding all of the above mentioned minimum Qualification criteria and submission of all the stipulated documents i.e. Technical eBids on the prescribed formats, meeting required minimum qualification criteria, Processing Fee and EMD submitted in UPLC in the prescribed manner, financial proposal/rates not given in Technical eBids etc, will be qualified for opening of their financial eBids from the eTender portal. Any Bidder not meeting any one of the qualification criteria shall be summarily rejected.

#### **Financial evaluation**

The Commercial Bids will be opened by Tender Evaluation Committee (TEC) appointed by UPLC/GoUP, in the presence of Bidders' representatives who choose to attend the Commercial Bid opening on date and time given on eTender Portal <http://etender.up.nic.in> and also communicated to all the technically qualified Bidders. The Bidder's representatives who are present shall sign on the printouts of the eBids opened and downloaded from the eTender portal on their presence and the name of Bidder, bid prices etc. shall be announced before them. The rates quoted by the bidder through the Financial Proposal/eBid/BOQ, for Printing, Binding and Supply of one Booklet, will be evaluated. The applicable GST (Goods and Service Tax) will be extra. The Commercial quote (Financial bid) of the Lowest Bidder shall be notified as L-1.

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Lowest One (L-1) bidder shall be awarded to execute the complete supply order quantity.

In case L-1 bidder backs out, the RFP shall be cancelled & eBids shall be invited again. L-1 bidder shall; however be Blacklisted from participating in any future bidding of Government of Uttar Pradesh (GoUP) projects/works, forfeiture of his EMD/PBG and shall be liable for legal action by UPLC/GoUP.

### **Rejection Criteria**

- a. The proposal of a Bidder is liable to be disqualified in the following cases or in case Bidder fails to meet the bidding requirements as indicated in this RFP:
  - i. Proposal not submitted in accordance with the procedure and formats prescribed in this document.
  - ii. During validity of proposal, or its extended period after last date and time for submission of Bids, if any, the Bidder increases the quoted prices.
  - iii. The Bidder qualifies the proposal with his own conditions.
  - iv. Proposal is received in incomplete form.
  - v. Proposal is not accompanied by all the requisite documents.
  - vi. Information submitted in Qualification proposal is found to be misrepresented, incorrect or false, accidentally, unwittingly or otherwise, at any time during the Contract (no matter at what stage) or during the tenure of Contract including the extension period if any.
  - vii. Commercial quotation provided in the Technical eBid Proposal.
  - viii. Bidder tries to influence the proposal evaluation process by unlawful means at any point of time during the Bid process.
  - ix. In case any Bidder submits multiple proposals or if common interests are found in two or more Bidders, the Bids are likely to be disqualified, unless additional proposals / Bids are withdrawn immediately upon conflict of interest.
- b. Bidders may specifically note that while evaluating the proposals, if it comes to UPLC's knowledge expressly or implied, that some Bidders may have colluded in any manner

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whatsoever or otherwise joined to form an alliance resulting in delaying the processing of proposal or form cartel affecting the competitive prices then the Bidders so involved are liable to be disqualified for this Contract as well as for a further period of three years from participation in any of the tenders floated by the UPLC / GoUP.

- c. UPLC will reject a proposal for award if it determines that the Bidder recommended for award, or any of its personnel, or its agents or, Vendors and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the Contract in question;

For the purposes of this provision, the terms are set forth as follows:

- i. “corrupt practice” is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- ii. “fraudulent practice” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- iii. “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- iv. “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- v. “obstructive practice” is deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to UPLC in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation.

## **Negotiation**

Normally, there would be no post RFP negotiations. If at all negotiations are warranted, it would be only under exceptional circumstances and UPLC shall reserve the right to negotiate with the



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Bidder whose “Commercial Bid” has been ranked L-1 by the committee based on the evaluation of the proposals.

### **Award of Contract**

Based on the proposal of the technically qualified bidder, work will be awarded to the Bidder ranked as L-1 in the Financial Bids.

### **Contract Agreement**

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

### **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.

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## **SECTION V – STANDARD TERMS AND CONDITIONS**

### **Definitions**

Definitions are given in the Tender in the section-II under heading Instructions to Bidders.

References to any statute or statutory provision include a reference to that statute or statutory provision as from time to time amended, extended, re-enacted or consolidated and to all statutory instruments made pursuant to it.

Words denoting the singular shall include the plural and vice versa and words denoting persons shall include firms and corporations and vice versa.

The headings and use of bold type in this Contract are for convenience only and shall not affect the interpretation of any provision of this Contract.

### **2 Interpretation**

In this Contract unless a contrary intention is evident:

- a. The section headings are for convenient reference only;
- b. Unless otherwise specified a reference to a section number is a reference to all of its sub-sections;
- c. Unless otherwise specified a reference to a section or sub-section is a reference to a section or sub-section of this Contract including any amendments or modifications to the same from time to time;
- d. A word in the singular includes the plural and a word in the plural includes the singular;
- e. A word importing a gender includes any other gender;
- f. A reference to a person includes a body corporate;
- g. A reference to legislation includes legislation repealing, replacing or amending that legislation;
- h. Where a word or phrase is given a particular meaning it includes the appropriate grammatical forms of that word or phrase which have corresponding meanings;

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- i. In the event of an inconsistency between the terms of this Contract and the RFP and the Bid, the terms hereof shall prevail.

### **3 Representations & Warranties**

- a. The bidder warrants and represents to UPLC that:
  - i. it has full capacity and authority and all necessary approvals to enter into and to perform its obligations under this Contract;
  - ii. It shall discharge its obligations of Contract with due skill, care and diligence.
- b. The bidder warrants and assures to UPLC, that:
  - i. the bidder has full capacity and authority and all necessary approvals to enter into and perform its obligations and to provide the Services;
  - ii. the Agreement shall be executed by a duly authorized representative of the bidder;
  - iii. The bidder should have experience in managing and providing print materials similar to those as given in the RFP with all due skill, care and diligence;

### **4 Changes in the Applicable Law Related to Taxes and Duties**

If, after the date of this Contract, there is any change in the Applicable Laws of India with respect to taxes and duties, whether direct or indirect, which are directly payable by the Vendor, which increases or decreases the cost incurred by the Bidder in supplying the items then the same shall be to the account of the Bidder.

### **5 Indemnity**

- a. The bidder shall indemnify UPLC and GoUP from and against any costs, loss, damages, expense, claims including those from third parties or liabilities of any kind howsoever suffered, arising or incurred inter alia during and after the award of Contract:
  - i. Any negligence or wrongful act or omission by the bidder or the bidder's Team in connection with or incidental to this Contract; or
  - ii. A breach of any of the terms of bidder's Bid as agreed, the RFP and this Contract by the bidder or the bidder's Team.

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b. The indemnity shall be to the extent of 100% in favour of UPLC / GoUP.

## 6 Prices

Prices quoted must be firm and shall not be subject to any upward revision on any account whatsoever throughout the period of Contract for the scope of the Contract.

## 7 Payment Schedule

Payments will be released by UPLC on satisfactory acceptance of the deliverables for each Task as per the following schedule:

S. No	Payment Schedule	Fee Payable	Documents
1.	On supply of Print material(Booklet) at U. P. Electronics Corporation Limited, 10, Ashok Marg, Lucknow	100% of the Order value subject to satisfactory acceptance of items by UPLC.	Payable against the Original Invoice

## 8 Invoice & Payment

Bidder shall be eligible to receive payment due in accordance with the Terms of Payments Schedule. The Bidder will submit its invoices in accordance with the following principles:

- i. UPLC shall be invoiced by the Bidder for the supply of print materials as required by UPLC.
- ii. The invoice shall be submitted along with the necessary documents, failing which the UPLC reserves the right to reject the invoices.

## 9 Events of Default by the Bidder

The failure on the part of the Bidder to perform any of its obligations or comply with any of the terms of this RFP shall constitute an event of default on the part of the Bidder. The events of default as mentioned above may include but not limited to inter alia the following also:

- a. The Bidder has failed to perform any instructions or directives issued by UPLC which it deems proper and necessary to execute the scope of work under the RFP or
- b. The Bidder has failed to adhere to timelines, specifications, requirements, SLAs or any other

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criteria as defined by UPLC.

- c. The Bidder has failed to remedy a failure to perform its obligations in accordance with the specifications issued by UPLC despite being served with a default notice which laid down the specific deviance on the part of the Bidder to comply with any stipulations or standards as laid down by UPLC or
- d. The Bidder has failed to conform with any of the Specifications / standards as set out in the scope of work of this RFP or has failed to adhere to any amended direction, modification or clarification as issued by UPLC during the term of this Contract and which UPLC deems proper and necessary for the execution of the scope of work under this Contract.
- e. The Bidder has failed to demonstrate or sustain any representation made by it in this Contract with respect to any of the terms of its Bid or the RFP and this Contract.
- f. There is a proceeding for bankruptcy, insolvency, winding up or there is an appointment of receiver, liquidator, assignee, or similar official against or in relation to the Bidder.
- g. The Bidder / Bidder's Team has failed to comply with or is in breach or contravention of any applicable laws.

## **10 Consequences in Event of Default**

- a. Where an Event of Default subsists or remains uncured beyond permissible or reasonable time, UPLC shall be entitled to the following: for cases where permissible time is not indicated in the Contract, UPLC will decide, at its discretion, the quantum of reasonable time to cure the default.
  - i. Impose any such obligations and conditions and issue any clarifications as may be necessary to inter alia ensure smooth continuation of supply of print materials and the Work which the Bidder shall be obliged to comply with which may include unilateral re-determination of the consideration payable to the Bidder hereunder. The Bidder shall in addition take all available steps to minimize loss resulting from such event of default.
- b. UPLC may by a written notice of suspension to the Bidder, suspend all payments to the Bidder under the Contract provided that such notice of suspension:
  - i. Shall specify the nature of the failure and

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- ii. Shall request the Bidder to remedy such failure within a specified period from the date of receipt of such notice of suspension from UPLC to the Bidder.
  - c. UPLC reserves the right to terminate the Work Order.

## **11 Consequences of Termination**

In the event that UPLC, or the Bidder, terminates this work order then depending on the event of default, compensation will be decided in accordance with the Payment Schedule including other aspects such as cost of selection of alternate Bidder, penalties, payments etc.

## **12 Penalty**

In the event, the Bidder fails to meet the responsibilities including target performance metrics as stipulated in the SLAs or any damages caused by Bidder to UPLC / GoUP properties, personnel, data etc., the Bidder shall be liable for penalty stipulated in the SLAs in terms of the SLA contained in the RFP and additional penalty towards the damages as mentioned above. UPLC without prejudice to his other rights and remedies, to deduct from the Price as payable in terms of this Contract, or receive as payment, at the discretion of UPLC, the penalties that are imposed in terms of this Contract.

## **13 Approvals**

The Bidder shall be responsible for obtaining approvals for any Statutory and Regulatory requirements (if any) from the authorities constituted by UPLC / Government of Uttar Pradesh. Further, the Bidder shall be responsible to get required documentation completed for obtaining such approvals from time to time. The Bidder shall undertake to do all such acts and deeds as required to ensure that the approvals are obtained only with prior approval of department. UPLC shall extend all reasonable assistance to the Bidder in this regard.

## **14 Dispute Resolution**

### **a. Arbitration**

- i. Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of the Contract or validity of the breach thereof, which cannot be resolved through negotiation process, shall be

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referred to a sole Arbitrator to be mutually agreed by both the parties. In the event of disagreement between the parties the sole Arbitrator shall be appointed by Additional Chief Secretary/Principal Secretary, Department of IT & Electronics, GoUP. The Provision of Arbitration and Conciliation Act 1996 shall apply. The Arbitration shall be held in Lucknow, India and the language shall be English only.

- ii. Subject to the above, the Courts at Lucknow only shall have jurisdiction in this matter.

**b. Arbitration Decision**

The decision of the Arbitrator shall be final and binding upon both parties.

**15 Governing Language**

All correspondence and other documents pertaining to the Contract that are exchanged by parties shall be written in English / Hindi language only.

**16 “No Claim” Certificate**

The Bidder shall not be entitled to make any claim, whatsoever against UPLC under or by virtue of or arising out of this Contract, nor shall UPLC entertain or consider any such claim, if made by the Bidder after he shall have signed a “No claim” Certificate in favor of UPLC in such forms as shall be required by UPLC after the works are finally accepted.

**17 Relationship between the Parties**

Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between "UPLC" and the Bidder. The Bidder, subject to this Contract, has complete charge of Personnel performing the supply of items and shall be fully responsible for the supply of items performed by them or on their behalf hereunder.

**18 No Assignment**

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

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## **19 Sub-Contracting**

The Bidder shall not assign to others, in whole or in part, their obligation to perform under the Contract, except with UPLC's prior written consent.

The Bidder shall notify and obtain concurrence from UPLC in writing of all subcontracts awarded under the Contract. Such notification, in the original quotation or later, shall not relieve the Bidder from any liability or obligation under the Contract.

## **20 Governing Law**

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Laws in India.

## **21 Jurisdiction of Courts**

The courts of India at Lucknow will have exclusive jurisdiction to determine any proceeding in relation to this Contract.

## **22 Compliance with Laws**

Each Party to this Contract and the SLAs accept that its individual conduct shall (to the extent applicable to it) at all times comply with all applicable laws, rules and regulations. For the avoidance of doubt the obligations of the Parties to this Contract and the SLA are subject to their respective compliance with all applicable laws and regulations.

## **23 Notices**

- a. Any notice or other document, which may be given by either Party under this Contract, shall be given in writing in person or by Registered Post or by facsimile transmission.
- b. In relation to a notice given under this Contract, any such notice or other document shall be addressed to the other Party's principal or registered office address as set out in the RFP.
- c. Either Party to this Contract may change its address, telephone number, facsimile number and nominated contact for notification purposes by giving the other reasonable prior written notice of the new information and its effective date.



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**24 Modification**

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

**25 Application**

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

**26 Compliance with Laws and Regulations**

UPLC & Selected Bidder accept that its individual conduct shall (to the extent applicable to it) at all times comply with all applicable laws, rules and regulations. For the avoidance of doubt the obligations of the Parties to this Contract and the SLA are subject to their respective compliance with all applicable laws and regulations.

## SECTION VI- FORMAT FOR RESPONSE TO RFP: TECHNICAL BID

### Format-1: General Information about the Bidder

Details of the Bidder (Company/Firm)		
1.	Name of the Bidder	
2.	Status of the Company (Public Ltd / Pvt. Ltd/ LLP) or Firm (Partnership/Proprietorship)	
3.	Registered Address of the Bidder(Company/Firm)	
4.	Details of Registration of the Bidder (Company/Firm)	Date:
		Reference details:
5.	Details of Commencement of Business	Date:
		Reference details:
6.	Valid Goods & Service Tax (GST) Registration no. of Bidder (Company/Firm) (Attach scanned copy also)	
7.	Permanent Account Number (PAN) of Bidder (Company/Firm) (Attach scanned copy also)	
8.	Name of Head of the Bidder (Company/Firm) with Designation	
9.	Name & Designation of the authorised person to whom all references shall be made regarding this RFP	
10.	Telephone No. (with STD Code)	
11.	email of the contact person:	

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12.	Fax No. (with STD Code)			
13.	Website			
14.	Financial Details (as per audited Balance Sheets) (Rs in lakhs)			
15.	Year	2014-2015	2015-2016	2016-2017
16.	Turn Over			

### Format-2: – Qualification Check List

S. No.	Particulars	Documents Required	Attached (Yes/No)	Attached at Page No. --- of Technical eBid
1.	The Authorized Signatory signing the Bid should be duly authorized by the Board of Directors / Power of Attorney (in case of Firms), of the Bidding Company / Firm to sign the Bid on their behalf.	<ul style="list-style-type: none"> <li>• Board’s Resolution</li> <li>• Power of Attorney (in case of Firms)</li> </ul>		
2.	The Bidder(Company/Firm) should be registered in India for the last 03 years i.e. 2014-2015, 2015-2016 and 2016-2017.	<ul style="list-style-type: none"> <li>• Certificate of Registration.</li> </ul>		
3.	The Bidder(Company/Firm) should have an average annual turnover of at least Rs 10 lakh generated from relevant field i.e. Printing, Binding and Supply of printing materials during the last three Financial Years (i.e. 2014-2015, 2015-2016, 2016-2017).	<ul style="list-style-type: none"> <li>• Copy of Audited Profit &amp; Loss Statement and Balance Sheets and</li> <li>• Certificate from CA (on his letterhead with his/her registration number) certifying average annual turnover from relevant field.</li> </ul>		
4.	The Bidder(Company/Firm) should have successfully	<ul style="list-style-type: none"> <li>• Copies Work Orders along with the completion</li> </ul>		

	completed at least 03 work orders (each work order of minimum value of Rs 3.00 (three) lakhs for (offset Printing, Binding and supply of Printing Materials) for Government/Public Sector Undertakings during the last 3 Financial Years in India i.e. 2014-2015, 2015-2016 and 2016-2017.	Certificate/satisfactory client Certificates.		
5.	As on date of submission of the eBid, the Bidder(Company/Firm) should have neither been Blacklisted by Central Government/ State Government or instrumentalities thereof nor any criminal case against the Bidder(Company/Firm) /its Partner/Director, is pending before any court of Law.	<ul style="list-style-type: none"> <li>• Certificate from the Authorized Signatory to the effect that the Bidder should have neither been blacklisted by Central Government/ State Government or instrumentalities thereof nor any criminal case against the Bidder/ its Partner/ Director, is pending before any court of Law.</li> </ul>		
6.	The Bidder(Company/Firm) should have valid Goods & Service Tax (GSTIN) Registration	<ul style="list-style-type: none"> <li>• Copy of valid GSTIN Registration Number</li> </ul>		
7.	The Bidder(Company/Firm) should have valid PAN Card	<ul style="list-style-type: none"> <li>• Copy of valid PAN Card</li> </ul>		

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8.	The Bidder(Company/Firm) shall comply with all the Specifications as specified in the Tender document	• Self Certificate declaring that Bidder will comply the specifications as specified in the Tender document		
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### Format 3 – Financial Information

#### Annual Turnover of the Bidder

(Amount in Rs lakhs)

Financial Year 2014-2015	Financial Year 2015-2016	Financial Year 2016-2017	Indicate the page number where the details are provided

Documentary Proof Required:

- Copy of Audited Profit & Loss Statement and Balance Sheets and
- Certificate from CA (on his letterhead with his/her registration number) certifying average annual turnover from relevant field.

### Format 4 – Format for Past Experience

The relevant documentary proofs for a citation need to be attached just below the details of the citations in this format.

Project/Work Details :			
(Attach separate sheet for each Project/Work)			
Country		Address	
Name of Client			
Type of Client (Govt./PSU)		Order Value of the Project/Revenue Generated  (in lakh)	
		Revenue Generated (in Lakh) year-wise (please state the year and the revenue generated)	
		Current Conversion Rate (if applicable)	
Duration of the Assignment		Duration  (month/year):	
Referrals (Client side): Provide one referral only	Name		
	Designation		
	Role in the Project:		
	Contact Number		



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	Email Id	
Brief Description of Work:		

**Documentary Proof Required:**

- Copy of Audited Profit & Loss Statement and Balance Sheets and
- Certificate from CA (on his letterhead with his/her registration number) certifying average annual turnover from relevant field

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## Format 5 – Declaration Regarding Clean Track Record

[On Company Letter head]

[Date]

To,

The Managing Director

U.P. Electronics Corporation Limited

10, Ashok Marg, Lucknow - 226001

Dear Sir,

I have carefully gone through the Terms & Conditions contained in the RFP Document (eTender Reference No: UPLC-PS-Booklet-2018) regarding ‘SELECTION OF VENDOR(S) FOR PRINTING, BINDING AND SUPPLY OF BOOKLET FOR THE DEPARTMENT OF IT & ELECTRONICS, GOVT. OF UTTAR PRADESH’ .

I hereby declare that my Company/Firm (----- name of Company/Firm) has neither been blacklisted by Central Government/ State Government or instrumentalities thereof nor any criminal case against the Bidder/ its Partner/ Director, is pending before any court of Law.

I further certify that I am competent officer in my Company to make this declaration.

Yours faithfully,

(Signature of the Authorised person by the Bidder)

Name : -----

Designation : -----

Seal of the Bidder (Company/Firm)

Date:

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**Format 6 – Compliance with Specifications**

<b>S. No.</b>	<b>Specifications</b>	<b>Compliance (Yes / No)</b>
<b>1</b>	<ul style="list-style-type: none"><li>• <b>Cover :-</b> 250 GSM Imported Art Card with lamination (Glossy)</li><li>• <b>Inner Pages :-</b> 90 GSM Imported Art Paper (Glossy)</li><li>• <b>Size :-</b> 8.5 inch x 11 inch</li><li>• <b>Printing Mode :-</b> Offset</li><li>• <b>Binding :-</b> Perfect</li><li>• <b>Cover and Inner Pages-</b> Four Colour</li></ul>	

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## **Format-7 - PROPOSAL SUBMISSION FORM**

To,

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

Ref: Submission of Proposal against RFP (eTender Reference No: UPLC-PS-Booklet-2018)

Dear Sir,

Having examined the RFP document, we, the undersigned, herewith submit our response to your RFP eTender Reference No: UPLC-PS-Booklet-2018 for “SELECTION OF BIDDER(S) FOR PRINTING, BINDING AND SUPPLY OF BOOKLET FOR THE DEPARTMENT OF IT & ELECTRONICS, GOVT OF UTTAR PRADESH” by the Uttar Pradesh Electronics Corporation Limited”, in full conformity with the said Tender document and our Technical and Financial 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/Firm 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.
3. 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.
4. We hereby declare that we have not been blacklisted by any State/Central/UT Government Department/Organization/ Institution.
5. 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

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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 (eTender Reference No: UPLC-PS-Booklet-2018).
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

**Format-8- : FORMAT FOR FINANCIAL PROPOSAL SUBMISSION FORM  
(BOQ)**

Ref: Submission of Proposal against your RFP (eBid Reference No. UPLC-PS-Booklet-2018  
Our detailed financial proposal is as follows:

**(Amount (in Rs)**

<b>S. No.</b>	<b>Particulars</b>	<b>Quantity</b>	<b>Basic Price per unit</b>	<b>Applicable GST*</b>	<b>Total Price</b>
		<b>(a)</b>	<b>(b)</b>	<b>(c)</b>	<b>(b+c)</b>
<b>1</b>	<ul style="list-style-type: none"> <li>• <b>Cover :-</b> 250 GSM Imported Art Card with lamination (Glossy)</li> <li>• <b>Inner Pages :-</b> 90 GSM Imported Art Paper (Glossy)</li> <li>• <b>Size :-</b> 8.5 inch x 11 inch</li> <li>• <b>Printing Mode :-</b> Offset</li> <li>• <b>Binding :-</b> Perfect</li> <li>• <b>Cover and Inner Pages-</b> Four Colour</li> </ul>	<b>01 (One)</b>			
<b>Total cost in words</b>					

**Note:-** 1. Presently the applicable GST is @18%.

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.

**Format-9 -FORMAT OF PROFORMA OF BANK GUARANTEE TOWARDS  
PERFORMANCE SECURITY**

**PERFORMANCE GUARANTEE**

Ref: .....  
Date: .....  
Bank Guarantee No. ....

To;  
U.P. Electronics Corporation Ltd.  
10, Ashok Marg, Lucknow-226001

WHEREAS M/s (name of selected bidder/firm) having its Registered Office at (full address) hereinafter called the “Selected Bidder”, has undertaken, in pursuance of Contract executed between U.P. Electronics Corporation Limited, 10, Ashok Marg, Lucknow and M/s (name of selected bidder/firm) have executed an Agreement on .... Day of (name of month) of year 2018 for PRINTING, BINDING AND SUPPLY OF BOOKLET FOR THE DEPARTMENT OF IT & ELECTRONICS, GOVT. OF UTTAR PRADESH” as specified in the Tender (eTender Reference No: UPLC-PS-Booklet-2018).

AND WHEREAS IT has been stipulated in the said contract and the RFP that the “Selected Bidder” shall furnish to UP Electronics Corporation Limited with a Bank Guarantee by a Scheduled Bank for the sum specified therein as security for compliance by the “Selected Bidder” towards performance obligations in accordance with the contract.

AND WHEREAS WE (Name and address of Bank) having its Registered Office at (Banker’s Registered Office address) and its Head Office (Banker’s Head Office address) (hereinafter referred to as ‘The Bank’) have agreed to give the “Selected Bidder” a Guarantee.

THEREFORE WE hereby, affirm that we are Guarantors and responsible to you, on behalf of the “Selected Bidder” (name of selected bidder), up to total amount of Rs ..... (Rupees ..... only) being 10% (Ten percent) of the contract value, and we undertake to pay you, upon first written demand declaring the “Selected Bidder” to be in default under the Contract and without cavil or argument any sums within the limit of Rs ..... (Rupees ..... Only) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified herein.

This Guarantee shall be valid till ..... day of the (name of month.....) of year Two Thousand and Eighteen (validity of the BG should be as per the Tender((eTender Reference No: UPLC-PS-Booklet-2018)

Now with Standing anything contained herein:

1. Bank’s liability under this Bank Guarantee shall not exceed Rs ..... (Rupees .....Only).
2. This Bank Guarantee shall be valid up to ..... (date , month and year).
3. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before ..... (date, month and year) i.e. the date of expiry of this Bank Guarantee.

Signature and Seal:-

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Name of Bank : .....

Complete Address : .....

Date:



## Format-10- 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 bidder selected through the bidding process against the RFP (eTender Reference No: UPLC-PS-Booklet-2018) for “SELECTION OF VENDOR(S) FOR PRINTING, BINDING AND SUPPLY OF BOOKLET FOR THE DEPARTMENT OF IT & ELECTRONICS, GOVT. OF UTTAR PRADESH” 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 (eTender Reference No: UPLC-PS-Booklet-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”

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: