



**U.P. Electronics Corporation Limited (UPLC)
(U.P. Government Undertaking)
10, Ashok Marg, Lucknow-226001**

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**REQUEST FOR PROPOSAL (RFP)
FOR
“SELECTION OF CONSULTANT FOR PROVIDING CONSULTANCY SERVICES FOR
SELECTION OF AGENCY FOR DESIGNING, DEVELOPING, IMPLEMENTING &
MAINTAINING A WEB BASED AUTOMATED LAYOUT PLAN SCREENING AND
APPROVAL SYSTEM FOR HOUSING AND URBAN PLANNING DEPARTMENT, UP”**

eBid Reference: UPLC_IT_HUP_MAP_2017_2

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

Short Term Tender

S N	Particulars	Date	Time
1	Date of Publishing of RFP	24 Oct 2017	At 1800 Hours
2	Downloading of RFP from eTender portal	24 Oct 2017	From 1800 Hours
3	eBid Submission Start Date	24 Oct 2017	From 1800 Hours
4	eBid Submission End Date	30 Oct 2017	1400 Hours
5	Opening of Technical eBid	30 Oct 2017	At 1600 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-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
SELECTION OF AGENCY FOR DESIGNING, DEVELOPING, IMPLEMENTING &
MAINTAINING A WEB BASED AUTOMATED LAYOUT PLAN SCREENING AND
APPROVAL SYSTEM FOR HOUSING AND URBAN PLANNING DEPARTMENT, UP”**

Online eBids are invited only from those Consultant Companies, which are empanelled with U.P. Electronics Corporation Limited (vide eBid Reference no. UPLC-IT-CONSUL/EMP/03-12-14 and eBid Reference no. UPLC-IT-CONSUL/EMP/27-04-2015 for providing Consultancy/Advisory Services to UPLC/State Government Departments); for the “SELECTION OF CONSULTANT FOR PROVIDING CONSULTANCY SERVICES FOR SELECTION OF AGENCY FOR DESIGNING, DEVELOPING, IMPLEMENTING & MAINTAINING A WEB BASED AUTOMATED LAYOUT PLAN SCREENING AND APPROVAL SYSTEM FOR HOUSING AND URBAN PLANNING DEPARTMENT, UP” from 1800 Hours of 24 October 2017 up to 1400 Hours of 30 October 2017. The Technical eBids shall be opened on 30 October 2017 at 1600 Hours or afterwards. The details of submission of eBids are available in the RFP document uploaded on the eTender Portal <https://etender.up.nic.in> and on the website of U.P. Electronics Corporation Limited (UPLC) www.uplc.in. UPLC 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
email:praveenuplc@gmail.com

eBid Reference no.: UPLC_IT_HUP_MAP_2017_2



Request for Proposal (RFP)
For
**“SELECTION OF CONSULTANT FOR PROVIDING CONSULTANCY SERVICES FOR
SELECTION OF AGENCY FOR DESIGNING, DEVELOPING, IMPLEMENTING &
MAINTAINING A WEB BASED AUTOMATED LAYOUT PLAN SCREENING AND
APPROVAL SYSTEM FOR HOUSING AND URBAN PLANNING DEPARTMENT, UP”**

SERVICES BEING PROVIDED BY THE UPLC:

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



SECTION I: LETTER OF INVITATION

1. Through this Request for Proposal (RFP), it is intended to invite e-Bids for **“SELECTION OF CONSULTANT FOR PROVIDING CONSULTANCY SERVICES FOR SELECTION OF AGENCY FOR DESIGNING, DEVELOPING, IMPLEMENTING & MAINTAINING A WEB BASED AUTOMATED LAYOUT PLAN SCREENING AND APPROVAL SYSTEM FOR HOUSING AND URBAN PLANNING DEPARTMENT, UP”**
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-IT-CONSUL/EMP/03-12-14 and eBid Reference no. UPLC-IT-CONSUL/EMP/27-04-2015 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 for evaluation.
6. The eBid document is available on eTender portal <https://etender.up.nic.in> and also on UPLC's website www.uplc.in. Interested Bidders may view, download the eBid document, seek clarification and submit their eBids online only on eTender portal <http://etender.up.nic.in>, up to the date and time mentioned in the table below:

e-Bid Reference No.	UPLC_IT_HUP_MAP_2017_2
Purpose	Request For Proposal (RFP) For “SELECTION OF CONSULTANT FOR PROVIDING CONSULTANCY SERVICES FOR SELECTION OF AGENCY FOR DESIGNING, DEVELOPING, IMPLEMENTING & MAINTAINING A WEB BASED AUTOMATED LAYOUT PLAN SCREENING AND APPROVAL SYSTEM FOR HOUSING AND URBAN PLANNING DEPARTMENT, UP”
Date of Publication of eBid notice	24 Oct 2017 on e-Tender Portal https://etender.up.nic.in and website of UPLC www.uplc.in
Last date for submission of eBids on eTender Portal	30 Oct 2017 up to 1400 Hours
Site for Submission of eBids	eTender Portal https://etender.up.nic.in
eBid Inviting Officer	Managing Director
Date of Opening of Technical eBids	30 October 2017 at 1600 Hours or afterwards
Date of Opening of Financial eBids	Shall be informed later on.
Venue of Opening of eBids	U.P. Electronics Corporation Limited (UPLC), 10, Ashok Marg, Lucknow-226 001
UPLC’s Website address	www.uplc.in
UPLC’s email addresses	md@uplc.in , uplc1ko@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-226 001
- 2 “The Consultant” means only those Consultant Companies are already empanelled with U.P. Electronics Corporation Limited vide eBid Reference no. UPLC-IT-CONSUL/EMP/03-12-14 and eBid Reference no. UPLC-IT-CONSUL/EMP/27-04-2015 for providing Advisory Services to UPLC/State Government Departments.
- 3 “eBid” 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 “Terms of reference (ToR) and “Scope of work” (SOW) means Scope of work mentioned in Section III: Terms of Reference of the RFP which explains the objectives, Scope of work, activities, tasks to be performed, and expected results and deliverables of the assignment, respective responsibilities of the Purchaser and the Bidder.
- 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 Consultancy Services and other obligations of the Consultant Company covered under the Contract;
- 9 “Day” means a calendar day.
- 10 “End Customer/Client Department” means Housing and Urban Planning Department, Government of UP.

2. THE BIDDING DOCUMENT

1. Availability of e-Tender Document

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

2. Contents of eBid Document

The nature and types of various consultancy services required, Bidding procedure, terms and



conditions etc. are prescribed in the eBid document. The eBid document includes:

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

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. Pre-Bid Queries/Clarifications of eTender Documents

A prospective Bidder requiring any Pre-bid queries/clarifications on the eTender document, may raise their queries/points of clarification through email to praveenuplc@gmail.com

4. Amendment of eTender Document

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

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

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



3. PREPARATION & SUBMISSION OF eBIDS

1 Documents Constituting the eBid

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

- a) Technical Proposal (including Covering Letter For Technical Proposal Submission Form (Annexure I to Annexure V)
- b) Financial Proposal Submission Form (Annexure VI)

2 Documents Establishing Bidder's Qualification

The Bidder shall furnish, as part of **Technical Proposal Submission Form** (Annexure I to V), 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 Method of Selection, Evaluation Process 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

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

4 Format and Signing of eBids

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

5 Submission of eBids

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

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



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

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

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

6 Deadline for Submission of eBids

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

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

UPLC shall not consider any request for date-extension for eBid-submission on account of late downloading of eTender (RFP) by any prospective Bidder. eBids should be uploaded on eTender portal <https://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 <https://etender.up.nic.in> will be the time by which the eBids submission activity will be allowed till the permissible date and time scheduled in the eTender. Once the eBids submission date and time is over, the Bidder cannot submit his/her Bid. Bidder has to start the eBid Submission well in advance so that the submission process passes off smoothly. The Bidder only, will be held responsible if his/her eBids are not submitted in time due to any reasons.

8 Withdrawal and Resubmission of eBids

At any point of time, a Bidder can withdraw his/her eBids submitted online before the eBids submission end date and time. For withdrawing, the Bidder should first log in using his/ her Login Id and Password and subsequently by his/ her Digital Signature Certificate on the e-procurement portal <https://etender.up.nic.in>. The Bidder should then select "My Bids" option in the Bid Submission menu. The page listing all the Bids submitted by the Bidder will be displayed. Click "View" to see the details of the Bid to be withdrawn. After selecting the "Bid Withdrawal" option, the Bidder has to click "Yes" to the message "Do you want to withdraw this Bid?" displayed in the Bid Information



window for the selected Bid. The Bidder also has to enter the Bid Withdrawing reasons and upload the letter giving the reasons for withdrawing before clicking the "Submit" button. The Bidder has to confirm again by pressing "Ok" button before finally withdrawing his/her selected Bid. Once the Bidder has withdrawn his /her Bid he/she cannot re-submit this Bid again.

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

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

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

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 eBid. The Prices should be quoted in the Financial eBid only. On receipt on eTender portal, the technical proposals will be opened by Tender Evaluation Committee (TEC) members in the office of U.P. Electronics Corporation Ltd, Lucknow.

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

10 Cost of preparation of eBids to be borne by the Bidders

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.

13 Failure to abide by the Agreement

Failure of the successful Bidder to agree with the Terms & Conditions of the Master Empanelment Agreement and also the Terms & Conditions of this RFP, shall constitute sufficient grounds for the annulment of the award, in which event UPLC may forfeit the EMD/ Performance Bank Guarantee.

14 Bank Guarantee for Performance

The successful Bidder shall at his own expense will 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 Performance Bank Guarantee (PBG) amounting to 10% of Agreement value from a Scheduled Bank acceptable to UPLC, payable on demand, for the due performance and fulfillment of the Agreement by the Bidder.

This Performance Guarantee shall be for an amount equivalent to 10% of Agreement value. All incidental charges whatsoever such as premium, commission etc. with respect to the Performance Guarantee shall be borne by the Bidder. The Performance Guarantee shall be valid for six months post completion of the project satisfactorily. Subject to the terms and conditions in the Performance Bank Guarantee, at the end of 06 (months) months, the Performance Bank Guarantee may be discharged/returned by UPLC upon being satisfied that there has been due performance of obligations of the Bidder under the Agreement. However, no interest shall be payable on Performance Guarantee.



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

1. Background:

Housing and Urban Planning Department was established to ensure planned development of urban areas and create an enabling environment to provide affordable housing. Lack of information and transparency in official transactions are some of the stumbling blocks in the smooth functioning of the department.

2. Scope of Work

To overcome the above limitations, the department shall select the consultant for providing the consultancy services for the selection of an Agency which can Design, Develop, Implement & Maintain a Web Based Automated Layout Plan Screening and Approval System.

Following shall be the objectives of the Web Based Automated Building Layout Plan Screening and Approval system

- Develop a decision support system for planning permission (Town Specific)
- Designing interface/ mechanism for Mobile application which will support information (restricted) and query (restricted) related Planning permission , Application status etc on basis of search criteria.
- Procurement and integration of digital signature certificates for the identified approvers of the department
- MIS report generation at regular and/ or user defined intervals as per the requirements of the department
- Designing interface for online issuance of digitally signed planning permissions
- Designing interface for online payment of fees by citizens/ applicants through secured payment gateway.
- Maintenance of the application
- Designing interfaces for different users i.e. administrator, department user, registered user (citizen, empanelled architects) etc.
- Designing interfaces which support online submission of application, tracking of application, generating of queries through e-mail/mobile
- Provide Single window system for submission the application.
- The objective is to develop an online system where:
 - i. Any applicant can submit their online application along with prescribed fee.
 - ii. The system shall examine the layout with reference to all prevailing rules
 - iii. An exhaustive report shall be generated, which will describe the shortcomings in the layout with respect to aforementioned parameters.
 - iv. Once applicant gets the “Pass” report, the system should have provision for online submission of layout along with the relevant documents
 - v. Departmental officers will provide the input in examining the whole case and will dispose it off.
 - vi. It is also expected that proposed system will take care of the various MIS needs of the department



- vii. Online application with integrated payment without the need for a physical touch point for document submission and verification.
- viii. The system should allow auto scrutiny of building plans from compliance perspective according to the uniform building codes/building by-law.
- ix. Issuance of Digitally signed approved building plan.
- x. Inspection by Building Proposal for obtaining occupancy/completion certificate.
- xi. Computerised system for identifying building/area that need to be inspected based on risk assessment.
- xii. Online submission of inspection report.
- xiii. View/Download option for submitted inspection report.
- xiv. System for computerized allocation of inspectors.

3. Consultant Scope of Work

Phase – 1

This phase involves working with the department to understand the existing processes of the approval system & prepare FRS accordingly which can be incorporated in scope of work of the Agency. The Scope of work is as follows:

- Studying the current processes and practices for Building Plan approval in the Department
- Preparation of FRS & Drafting scope of work
- Define eligibility criteria, deliverables, milestones, payments terms etc.
- Define appropriate service level agreement (SLA) to ensure consistent service quality
- Define bid evaluation methodology.
- Drafting Agreement for the signing between Department & the selected Agency
- Technical Bid Evaluation
- Assistance in LOI issuance
- Assistance in contract signing

Phase – 2

6 months monitoring of the implementation of the System for online approval post contract signing with selected Agency responsible for implementing the system. The Consultant shall work & monitor the work of the selected Agency & Shall help in coordination with the stakeholders of the Department for smooth implementation of the online system.

4. Consultant Deliverable

Phase – 1

a) RFP Document:

- a. Prepare the draft RFP document and submission to the UPLC / Department for their suggestions / inputs.
- b. Incorporate the suggestions / changes suggested by the UPLC / Department and finalization of RFP document
- c. Assist in publishing the RFP document after approval of RFP document
- d. Assist in organizing pre-bid meeting / conference.
- e. Draft corrigendum document and assist in finalizing them.



b) Bid Evaluation Report

- a. Evaluation of technical bids and preparing technical bid evaluation report
- b. Evaluation of financial bids.
- c. Assisting in awarding the contract / work to the successful bidder
- d. Assist in signing of agreement between UPLC and selected bidder

Phase – 2

- a. Monthly SLA monitoring report
- b. Monthly project status report comparing the timelines
- c. Go-Live report

5. Timelines & Payments Schedule

<u>S. No</u>	<u>Activity</u>	<u>Timelines</u>	<u>Payment (% of the contract value)</u>
<u>Phase - 1</u>			
1	Submission of Draft RFP Document	T1 = T0 + 2 weeks	10%
2	Approval of Draft RFP Document by competent authority	T2 = T1 + 1 week	50%
3	Submission of Bid evaluation report	T3 = T2 + 7 weeks	30%
4	LOI issuance to the selected Agency	T4 = T3 + 1 week	5%
5	Contract signing with the selected Agency	T5 = T4 + 1 weeks	5%
<u>Total</u>			100%
<u>Phase - 2</u>			
1	Assistance in implementation of the Online system post contract signing with the Bidder	T6 = T5 + 24 weeks	Monthly rate

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

Selected Bidder (Consultant Company) would be required to select an appropriate team of Consultants to work on the project (not necessarily be deployed at client office, however will be required to be available as & when required by the client Department) to meet out the requirements mentioned above within the stipulated time.



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 of procurement as mentioned
3. For Phase – 2 “Monitoring consultant” shall be deployed on full time basis at client office for 6 months post contract signing. However, the Project Manager as mentioned in the following table under phase-2 will be available as & when required to manage the project & directed by the client
4. Following are the resources required to be work on the project

S. no.	Type of Manpower Resources	Resources required (No.)	Minimum Qualification	Minimum Experience
Phase - 1				
1.	Project Manager	1	MBA	<ul style="list-style-type: none">• Work experience : at least 10 years• Out of above, at least 5 years of experience in Procurement related project• Should have worked on atleast 5 IT procurement related project• Should have implemented atleast one large scale e-governance related scheme involving software implementation at state/Central level
2.	Procurement Expert	1	MBA	<ul style="list-style-type: none">• Work experience : at least 5 years• Experience of working on at least 3 IT Procurement related projects
3.	EoDB Expert	1	MBA	<ul style="list-style-type: none">• Work experience : at least 5 years• Experience of working



S. no.	Type of Manpower Resources	Resources required (No.)	Minimum Qualification	Minimum Experience
				on at least 3 projects on EODB reforms
Phase – 2				
4.	Project Manager	1	MBA	<ul style="list-style-type: none"> • Work experience : at least 10 years • Out of above, at least 5 years of experience in Procurement related project • Should have worked on atleast 5 IT procurement related project • Should have implemented atleast one large scale e-governance related scheme involving software implementation at state/Central level
5.	Monitoring Consultant	1	MBA	<ul style="list-style-type: none"> • Work experience : at least 3 years with experience in software implementation & e-governance



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

Eligibility Criteria: Only those Consultant Companies which are already empanelled with U.P. Electronics Corporation Limited vide eBid Reference no. UPLC-IT-CONSUL/EMP/03-12-14 and eBid Reference no. UPLC-IT-CONSUL/EMP/27-04-2015 for providing Consultancy/Advisory Services to UPLC/State Government Departments, are eligible to participate in this Tender. Also, as on bid submission date the bidder should not be blacklisted by any State/Central/UT Government Deptt/Organization/Institution or any State designated agency/PSU of Central/ State Government.

Bid should comprise of following sections:

- i) Technical eBid
- ii) Financial eBid

Both the eBids must be submitted separately on eTender portal <https://etender.up.nic.in>. Prices (Financial bid) should not be quoted in the Technical Bid. The prices should be quoted in the Financial Bid only.

In addition the consultant should meet below criteria to be eligible to participate in the bid:

Evaluation criteria (Technical)

Criteria	Max. Marks (100)
The Bidder should have done consultancy project involving IT related procurement selection of Agency involving RFP Preparation till Contract signing in the last 5 years with any state govt. in India with minimum contract value of INR 25 Lacs (5 Projects, 4 Marks each)	20
Consulting experience in large scale e-Governance transformation project involving implementation of the project at State/Central level during the last 5 years in India with consulting value more than INR 1 crore (5 Projects, 4 Marks each)	20
The Bidder should have consulting experience of working with Housing Department with any State Govt. during the last 5 years in India (5 Projects, 4 Marks each)	20
Experience of Process/Business Reforms projects at any State/Central Govt level during last 5 years in India (5 Projects, 4 Marks each)	20



The Bidder should have done consultancy project with Govt of Uttar Pradesh involving IT Procurement with selection of Agency involving RFP Preparation till Contract signing in the last 5 years with any state govt. in India (5 Projects, 4 Marks each)	20
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Note: Consortiums or sub-contracting will not be allowed

1. 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 nominated by Housing and Urban Planning Department, Government of Uttar Pradesh, Finance, Legal and Technical Departments of UPLC. The TEC will evaluate the tenders in two stages i.e. Technical & Financial.
- Technical bids should be analyzed and evaluated by the Tender Evaluation Committee (TEC). Technical bids in the following conditions will be summarily rejected as being non responsive:
 - Any bidder Consultant Company which is not empanelled with U.P. Electronics Corporation Limited vide eBid Reference no. UPLC-IT-CONSUL/EMP/03-12-14 and eBid Reference no. UPLC-IT-CONSUL/EMP/27-04-2015 for providing Consultancy/Advisory Services to UPLC/State Government Departments.
 - Technical Bids of those bidders, who do not meet the **eligibility criteria**

Technical bids unsigned and incomplete, not responding to the TOR fully and properly and those with lesser validity than that prescribed in the RFP.

The minimum qualifying marks for opening of the Financial eBid : 75 marks.

2. Evaluation of Financial eBids

- The financial eBids shall be opened by TEC of the bidders which score more than 75 marks in the Technical Evaluation criteria. The Bids shall be opened in presence of representative of the technically qualified Bidders who chooses to attend. The names of the Bidders and the proposed prices shall be read and recorded when the financial proposals are opened.
- The Bidders shall upload the Financials in the Commercial bid section of the eTender portal. 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 as per Annexure-VI. 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.

3. Negotiations

There would be no post RFP negotiations.

4. Award of Contract

The selection of Bidder shall be done on the basis of Lowest bidder (L-1) rates

Once the L1 has been declared, UP Electronics Corporation Limited (UPLC) will prepare & send its proposal consisting of basic price (excluding GST) of the lowest ranked (L1) Bidder along with UPLC's Institutional charges of 7% over & above the received quote (excluding tax). GST shall be applicable thereon (presently the rate of applicable GST is 18%). Hence, the sum total including 18% GST, will be submitted to Client Department for their approval of the consultant company as well as the financial proposal.

Post acceptance of the said proposal and issuance of work order by the Client Department in favour of UPLC, the said consultancy work in turn, will be awarded by UPLC to the successful bidder consultant company by issuing LoI (Letter of Intent) and after submission of Performance Bank Guarantee by the successful bidder, formal work order will be issued.

5. Contract Agreement

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

The Successful Bidder shall not assign or make over the contract, the benefit or burden thereof to any other person or persons or body corporate for the execution of the contract or any part thereof without the prior written consent of UPLC. UPLC reserves its right to cancel the order either in part or full, if this condition is violated.

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 IT implementation job concerned with the Project, for which the Consultancy has been awarded to the Consultant.

1. Application

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

2. Conflict of Interest

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

- 1 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.
- 2 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 IT implementation job concerned with the Project. The bids of such bidders will not be considered.

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

6. Standards of Performance.

The consultant shall perform the services and carry out its obligations under the contract with due diligence efficiency and economy in accordance with generally accepted professional standards and practices. The consultant shall always act in respect of any matter relating to this contract as faithful advisor to the UPLC/Client



Department. The consultant shall always support and safeguard the legitimate interests of the UPLC/Client Department in any dealings with the third party. The consultant shall abide by all the provisions/Acts/Rules etc. of Information Technology prevalent in the country. The consultant shall conform to the standards laid down in the RFP in totality.

7. Consultant Personnel

- a) The Consultant shall deploy and provide such qualified and experienced personnel as may be required to perform the services under the requirement of project. There are specialized domains of e-Governance and it is required from the bidder company to deploy the same domain/subject specialists – the details are whom are furnished in the bidder's Technical eBid against this tender. The deployed resources should be dedicated in nature.
- b) Without the consent of 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, such as 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 the approval from the Client Department.
- c) Consultant shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.
- d) If the Client Department requests to replace resource(s), then Consultant shall be required to replace the resource(s) within 3 weeks period from the date of request from the client department.

8. Consortium

No consortium or sub-contracting will be allowed.

9. 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.

10. 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.

11. 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.

12. 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.

13. Payment Terms

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

All payments from the client department received through Cheque/Draft/RTGS/NEFT in favouring UP Electronics Corporation Limited, payable at Lucknow. After receipt of the payment from the Client Department and running corresponding payment may be released to the concerned Consultant Company as per the terms and conditions of the RFP and any other conditions imposed by the client department, if any.

14. Taxes

The Bidder may be subject to all applicable taxes (such as GST) 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.

15. 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.

16. 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.

17. Limitation of Liability

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

18. 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 Consultancy Evaluation Committee (CEC) or the decision making authorities.



SECTION VI : TECHNICAL PROPOSAL SUBMISSION FORM
CONSULTANT'S GENERAL INFORMATION

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

Signature

In the capacity of

Duly authorized to sign proposal for and on behalf of

Date.....

Place.....



TEAM COMPOSITION AND TASK ASSIGNMENTS

Type of Manpower Resources (as detailed in Section III of the Tender document)

S. No.	Name	Qualification	Position	Task
Full Time				
1				
2				
3				
4				
5				
6				
Part Time				
1				
2				
3				
4				
5				
6				

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 THE
MANPOWER RESOURCES
(Please refer to Clause no. 4, Section III of RFP document)**

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



FORMAT OF PROJECT EXPERIENCE

Projects credentials relevant to the criteria should be attached (As specified in the Evaluation Criteria):

Project 1/2/.....:

Name of the Client	
Project Name and Brief Description	
Activities performed by the bidder for the project	
Year (start date; end date)	
Duration	
Order value (INR)	
*Attach the LOI/Work order /Contract for the Assignment	

Signature

In the capacity of

Duly authorized to sign proposal for and on behalf of

Date.....

Place.....



PROPOSAL SUBMISSION FORM

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

Ref: Submission of Proposal against your Tender Reference No: UPLC_IT_HUP_MAP_2017_2

Dear Sir,

Having examined the said RFP document, we, the undersigned, herewith submit our response to your RFP reference No. UPLC_IT_HUP_MAP_2017_2 for “SELECTION OF CONSULTANT FOR PROVIDING CONSULTANCY SERVICES FOR SELECTION OF AGENCY FOR DESIGNING, DEVELOPING, IMPLEMENTING & MAINTAINING A WEB BASED AUTOMATED LAYOUT PLAN SCREENING AND APPROVAL SYSTEM FOR HOUSING AND URBAN PLANNING DEPARTMENT, UP” by the UP 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_IT_HUP_MAP_2017_2 for selection of Consultant against this tender.
11. We agree to abide by all the terms and conditions of the Tender and also all the terms and conditions of the Contract that will be issued by UPLC in case we are selected as Consultant against this tender by the UPLC.

We remain,

Yours sincerely,

Authorized Signature:

Name and Title of Signatory: Seal of Bidder Company



FINANCIAL PROPOSAL SUBMISSION FORM (BOQ)

Ref: Submission of Proposal against your RFP Reference No. UPLC_IT_HUP_MAP_2017_2

Our detailed Financial Proposal is as follows:

(Amount in Indian Rupees)

S. No.	Particulars	Basic Price (a)	Applicable GST (Presently it is @ 18%) (b)	Total Cost (Consultancy Fee) (a+b)
1	Total Cost of Providing consulting Services as per the Terms of Reference (ToR) and Scope of Work (SoW) mentioned in Section III of the RFP (RFP Reference No. UPLC_IT_HUP_MAP_2017_2) document; for Phase – 1			
2	Per Month rate for 'Monitoring Consultant' deployment for Phase-2 *			
Total cost in words for <u>Phase – 1 ONLY</u>				

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 Manpower Resources mentioned in Section III of the RFP including travel, lodging and boarding.

*** The Financial evaluation shall be done on the basis of rates quoted by the Bidder in Phase 1. However, the Bidder shall be required to quote the per month rate for monitoring consultant to be deployed for 6 months as a part of Phase – 2. Phase-2 is optional & subject to the discretion of the client Department**

Bidder has to furnish its Financial Bid (Financial Proposal/BOQ) only on the separately provided Excel Sheet compatible with eTender Portal <https://etender.up.nic.in> and will be available with and part of the RFP uploaded on the eTender Portal.



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 of2017 at Lucknow between M/s.....(name of the Consultant Company selected through the bidding process against the RFP (RFP Ref. No. UPLC_IT_HUP_MAP_2017_2) for **“SELECTION OF CONSULTANT FOR PROVIDING CONSULTANCY SERVICES FOR SELECTION OF AGENCY FOR DESIGNING, DEVELOPING, IMPLEMENTING & MAINTAINING A WEB BASED AUTOMATED LAYOUT PLAN SCREENING AND APPROVAL SYSTEM FOR HOUSING AND URBAN PLANNING DEPARTMENT, UP”** referred to as the “First Party”, which expression shall include his heirs, executors and administrators/ their successors and M/s U P Electronics Corporation Limited, 10, Ashok Marg, Lucknow (in short UPLC), referred to as the “Second Party”, through Managing Director, U P Electronics Corporation Limited, Lucknow, hereinafter include his successors and assignees.

That WHEREAS the First Party will provide consultancy services to the Client Department in accordance with the Scope of work, Terms of Reference and all the terms and conditions contained in the Tender RFP (RFP Ref. No. UPLC_IT_HUP_MAP_2017_2) and also the terms and conditions contained in the subsequent corrigendum(if any) and Work Orders to be issued by the Second Party to First Party and the same shall be binding on the First Party and shall be the integral part of this agreement.

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

Authorized Signatory of
“First Party”

Authorized Signatory of
“Second Party”

Signature:
Name and Address:

Signature:
Name & Address:

Witness for “First Party”
Signature:
Name & Address

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



**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 validity of the Bank Guarantee should be as mentioned in the RFP (RFP Ref. No. UPLC_IT_HUP_MAP_2017_2) for “SELECTION OF CONSULTANT FOR PROVIDING CONSULTANCY SERVICES FOR SELECTION OF AGENCY FOR DESIGNING, DEVELOPING, IMPLEMENTING & MAINTAINING A WEB BASED AUTOMATED LAYOUT PLAN SCREENING AND APPROVAL SYSTEM FOR HOUSING AND URBAN PLANNING DEPARTMENT, UP” .
3. 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.