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

Telephones: (0522) 2286808, 2286809, 4130303 Fax: (0522) 2288583

Website : www.uplc.in E-mail : md@uplc.in, uplclko@gmail.com

Request for Proposal (RFP)

FOR

SELECTION OF TRANSACTION ADVISOR FOR PROVIDING CONSULTANCY SERVICES FOR DEVELOPMENT OF INTEGRATED IT PARK ON PPP MODEL AT LUCKNOW

Bid REFERENCE : UPLC/Consultant/TA/10-02-2016

E-tender Portal : http://etender.up.nic.in

Critical Dates

SN	Particulars	Date	Time
1	Publishing Date	10 February 2016	6:00 pm
2	Bid Submission Start Date	10 February 2016	6:30 pm
3	Bid Submission End Date	26 February 2016	Up to 5:00 pm
4	Bid Opening Date	26 February 2016	5:30 pm

Place of Opening e-Bids : UP Electronics Corporation Ltd

10-Ashok Marg, Lucknow-226001

This Document Contains –35 Pages

<u>INDEX</u>

SN	Contents	Page Nos
1	e-Bid Notice	3
2	Introduction	4
3	SECTION I : Letter of Invitation	5
4	SECTION II: Instructions to Bidders (ITB)	6
5	SECTION III: Terms of Reference (TOR) and Scope of Work (SOW)	13
6	SECTION IV: Bidder's Eligibility Criteria & Evaluation Process / Method of	18
	Selection	
7	SECTION V – Standard Terms and Conditions	23
8	SECTION VI – Technical Proposal Submission Form (Annexure I-III)	28-32
9	Financial Proposal Submission Form (Annexure IV)	
10	Undertaking	34

e-Bid NOTICE

FOR

SELECTION OF TRANSACTION ADVISOR FOR PROVIDING CONSULTANCY SERVICES FOR DEVELOPMENT OF INTEGRATED IT PARK ON PPP MODEL AT LUCKNOW

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 Advisory Services to UPLC/State Government Departments); for the "SELECTION OF TRANSACTION ADVISOR FOR PROVIDING CONSULTANCY SERVICES FOR DEVELOPMENT OF INTEGRATED IT PARK ON PPP MODEL AT LUCKNOW" as per the timelines provided above in the Tender. The eBids shall be opened on 26 FEB 2016 at 1730 Hours or afterwards. The details of submission of eBids are available in the RFP document uploaded on the eTender Portal http://etender.up.nic.in and the Corporation's website www.uplc.in. The Corporation reserves the right to cancel any or all the eBids or annul the Bidding process without assigning any reason thereof.

Managing Director
U.P. Electronics Corporation Ltd.
10 Ashok Marg
Lucknow-226001

e-Bid Ref No: UPLC/Consultant/TA/10-02-2016

Request for Proposal

For

SELECTION OF TRANSACTION ADVISOR FOR PROVIDING CONSULTANCY SERVICES FOR DEVELOPMENT OF INTEGRATED IT PARK ON PPP MODEL AT LUCKNOW

Introduction

To position Uttar Pradesh as the preferred IT/ITES investment destination in India, the Government of Uttar Pradesh is desirous of developing IT parks within the state. It is focusing on developing necessary infrastructure, development of ecosystem, proactive engagement with investors and effective policy implementation so as to create a conductive ambience for the IT/ITES industry. Government of Uttar Pradesh is encouraging and an inviting private investment in IT/ITES sector and is desirous of promoting private investments and developing infrastructure on PPP in the State through this project.

The objective of this assignment is to assess the potential of IT/ITES sector in the state and to assist the government in managing the bid process for selection of private sector partner to implement the project.

SECTION I: LETTER OF INVITATION

Through this Request for Proposal (RFP), it is intended to invite e-Bids for the <u>SELECTION OF</u>

TRANSACTION ADVISOR FOR PROVIDING CONSULTANCY SERVICES FOR DEVELOPMENT OF INTEGRATED

IT PARK ON PPP MODEL AT LUCKNOW

- 1. Bidders are advised to study the e-Bid document carefully.
- 2. Submission of e-Bids against this tender shall be deemed to have been done after careful study and examination of the procedures, terms and conditions of the e-Bid document with full understanding and its implications.
- 3. The Corporation may, at its own discretion, extend the date for submission of e-Bids. 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.
- 4. Only those Consultant Companies who are empanelled in U.P. Electronics Corporation Ltd as Consultants vide e-bid reference no UPLC-IT-CONSUL/EMP/03-12-14 and eBid Reference no. UPLC-IT-CONSUL/EMP/27-04-2015 are eligible to participate in this Tender. e-Bids submitted by any other bidders will be treated as non responsive and will not be considered against this e-Bid.
- 5. The e-Bid document is available on e-tender portal http://etender.up.nic.in and also on UPLC's website www.uplc.in. Interested Bidders may view, download the e-Bid document, seek clarification and submit these e-Bids online only on e-tender portal http://etender.up.nic.in, up to the date and time mentioned in the table below:-

e-Bid Reference No.	UPLC/Consultant/TA/10-02-2016
Purpose	SELECTION OF TRANSACTION ADVISOR FOR PROVIDING CONSULTANCY
	SERVICES FOR DEVELOPMENT OF INTEGRATED IT PARK ON PPP
	MODEL AT LUCKNOW
Date of Publication of e-Bid notice	10 February 2016 on e-tender portal http://etender.up.nic.in and
	website of UPLC <u>www.uplc.in</u>
Last date for submission of e-Bids	26 February 2016 up to 05.00 P.M.
Site for submission of e-Bid	http://etender.up.nic.in
Web site address	www.uplc.in
e-mail address	md@uplc.in,
	uplclko@gmail.com
e-Bid Inviting Officer	Managing Director
Date of opening of e-Bids	26 February 2016 at 05.30 P.M. or afterwards
Venue of Pre Bid Meeting	UP Electronics Corporation Ltd, 10, Ashok Marg, Lucknow-226001
Venue of Opening of e-Bids	UP Electronics Corporation Ltd, 10, Ashok Marg, Lucknow-226001
Contact numbers	0522-2286808, 0522-2286809
	0522- 4130303
Fax number	0522-2288583

- 6. UPLC reserves the right to cancel any or all the e-Bids or annul the e-Bid process without assigning any reason thereof.
- 7. All the required documents must be uploaded by the Bidders electronically in the PDF format. It is suggested that the PDF Files should be made in grayscale using the minimum readable appropriate resolution so that the size of the files is minimized for fast uploading on the e-Bid portal http://etender.up.nic.in. The required electronic documents for each document label of Technical (Annexure etc) schedules/packets can be clubbed together to make single different files for each label. The size of single label file should not exceed 20-25 MB size.

SECTION II: INSTRUCTIONS TO BIDDERS (ITB)

1. DEFINITIONS

In this Contract, the following terms shall be interpreted:

- a. "Purchaser" means the Purchaser with which the selected Bidder signs the Contract for the service. In this Project, the purchaser is the "UPLC" means U.P. Electronics Corporation Ltd., 10, Ashok Marg, Lucknow-226001 on the behalf of end-customer Department i.e. Dept of IT and Electronics, U.P. Government.
- b. "The Consultant" means only those IT Consultant Companies who are empanelled in U.P. Electronics Corporation Ltd as Consultants vide e-bid reference no <u>UPLC-IT-CONSUL/EMP/03-12-14</u> and <u>eBid</u> Reference no. <u>UPLC-IT-CONSUL/EMP/27-04-2015</u>.
- c. "e-Bid" means the Technical proposal and the financial proposal.
- d. "Instructions to Bidders" means the document which provides interested Bidders with all information needed to prepare their Bids. This document also details out the process for the selection of the Consultant for the work mentioned in this tender document.
- e. "Scope of work" (SOW) means Scope of work mentioned in Section III: Terms of Reference of the RFP which explains the objectives, Scope of work, activities, tasks to be performed, and expected results and deliverables of the assignment, payment terms, timelines and respective responsibilities of the Purchaser and the Bidder.
- f. "The Contract" means the agreement entered into between the UPLC on behalf of end Customer Department i.e. Dept of IT and Electronics, U.P. Government, Lucknow and the Consultant, as recorded in the Contract Form signed by the parties, including all the attachments and appendices thereto and all documents incorporated by reference therein;
- g. "The Contract rates" mean the charges for the various consultancy assignment payable to the Consultant under the Contract for the full and proper performance of its contractual obligations;
- h. "Services" means the Consultancy services and other obligations of the Consultant covered under the Contract;
- i. "The Project Site", where applicable, means the sites or offices of various government departments located in Lucknow or in different cities of Uttar Pradesh.
- j. "Day" means a calendar day.
- k. The "End-Customer/Client Department" means the Department of IT and Electronics, U.P. Government.

2. THE BIDDING DOCUMENT

1. Availability of e-Tender Document

This e-tender document is available on the e-tender portal http://etender.up.nic.in and UPLC's website www.uplc.in to enable the Bidders to view and download the Bidding document, submit their e-Bids online up to the last date and time mentioned in e-tender document only on e-Bid portal http://etender.up.nic.in.

2. Contents of e-Bid Document

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

e-Bid Notice

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 & Evaluation Process / Method of Selection

SECTION V – Standard Terms and Conditions

SECTION VI – Technical Proposal Submission Form (Annexure I-III)

Financial Proposal Submission Form (Annexure IV)

Undertaking alongwith Financial Proposal Submission Form (Annexure V)

Agreement (Annexure VI)

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

3. Clarifications of e-Tender Documents

A prospective Bidder requiring any clarification of the e-tender documents may raise his point of clarification to UPLC's e-mail md@uplc.in or uplclko@gmail.com

4. Amendment of e-Tender 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 e-tender portal http://etender.up.nic.in through corrigendum and shall form an integral part of the eBid documents. The relevant clauses of the e-tender documents shall be treated as amended accordingly.

It shall be the sole responsibility of the prospective Bidders to check the e-tender portal http://etender.up.nic.in and www.uplc.in from time to time for any amendment in the e-Bid 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 e-Bids, UPLC at its discretion, may extend the deadline for the submission of e-Bids. Such extensions shall be posted/up-loaded on the e-tender portal http://etender.up.nic.in.

3. PREPARATION & SUBMISSION OF e-Bids

5. Documents Constituting the e-Bid

The e-Bids prepared by the Bidder shall comprise the following components:

e-Bids - e-Bids will comprise of :

- a) <u>Bidder's General Information</u> includes filled-in signed statements as per Annexure I, II, III, IV & V (in the PDF format)
- b) **Qualification Details** includes copies of required documents as per ITB Clause 6 in PDF format justifying that the Bidder is qualified and meets the criteria for the appointment.

6. Documents to be Submitted by the Bidder

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

It is suggested that the PDF files should be made in grayscale using the minimum readable appropriate resolution so that the size of the files is minimized for fast uploading on the e-Bid portal.

7. Period of Validity of e-Bids

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

8. Format and Signing of e-Bids

The Bidder shall prepare one electronic copy for the e-Bids.

Bidder or a person or persons duly authorized to bind the Bidder to the Contract. All the pages/documents of the e-Bid shall also be signed manually by the person authorized to sign the e-Bids before converting them into PDF and uploading them as bidding documents.

9. Submission of e-Bids

The e-Bid Submission module of e-tender portal http://etender.up.nic.in enables the Bidders to submit the e-Bid online against the e-tender published by the UPLC. Bid Submission can be done only from the Bid Submission start date and time till the e-Bid Submission end date and time given in the e-Bid. Bidders should start the Bid Submission process well in advance so that they can submit their e-Bid in time. The Bidders should submit their Bids considering the server time displayed in the e-tender portal. This server time is the time by which the Bid submission activity will be allowed till the permissible time on the last/end date of submission indicated in the e-tender schedule. Once the Bid submission date and time is over, the Bidders cannot submit their e-Bid. For delay in submission of e-Bids due to any reasons, the Bidders shall only be held responsible.

The Bidders have to follow the following instructions for submission of their e-Bids:

For participating in e-tender through the e-Biding system, it is necessary for the Bidders to be the registered users of the e-tender portal http://etender.up.nic.in.

In addition to the normal registration, the Bidder has to register with his/her Digital Signature Certificate (DSC) in the e-Biding system and subsequently he/she will be allowed to carry out his/her e-Bids 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 e-Biding 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, Government of India. The Bidder may also apply to office of U.P. Electronics Corporation Limited, (UPLC) for getting DSC at the address given in the preceding paragraph above on a prescribed form available at UPLC's website www.uplc.in along with the payment of fee of Rs 1704/- per person, The Bidder is also advised to register his/her DSC on e-tender portal well in advance before Bid submission end date so that he/she should not face any difficulties while submitting his/her e-Bid against this e-tender. The Bidder can perform User Login registration/creation and DSC registration exercise as described in preceding paragraphs above even before e-Bid submission date starts. The UPLC shall not be held responsible if the Bidder tries to submit his/her e-Bids 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 e-Bid Submission menu. After selecting and viewing the Bid, for which the Bidder intends to e-Bid, 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 e-Bid 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 details. After entering and saving the Processing fee details, the Bidder should click "Encrypt & Upload" option given in the offline payment details form so that "Bid Document Preparation and Submission" window appears to upload the required documents Technical Proposal Submission Form etc (Annexure "I" to Annexure "IV") of this e-tender 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 e-Bid submission time otherwise the e-Bid submitted will not be accepted.

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

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

After successful submission of e-Bids, a page giving the summary of e-Bid submission will be displayed confirming end of e-Bid 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.

Deadline for Submission of e-Bids

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

The UPLC may extend this deadline for submission of e-Bids by amending the e-tender 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 e-Bid-submission on account of late downloading of e-tender (RFP) by any prospective Bidder. E-Bids should be uploaded on e-tender portal http://etender.up.nic.in on or before 05.00 P.M. of 26 February 2016.

10. Late e-Bids

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

11. Clarification on Bidding Documents

A prospective Bidder requiring any clarification of the bidding documents may raise his point of clarification through Bid Management window after successfully logging to the e-procurement website http://etender.up.nic.in. The bidder may seek clarification by posting query in the relevant window after clicking "Seek Clarification" option in the view tender details window for tender which can be selected through my tender option of bid submission menu. The clarification will be replied back by the purchaser through the e-procurement website which can be read by the bidder through the "Clarification" option under Bid Submission menu. The purchaser may also respond to clarification raised by the prospective bidders on purchaser's e-mail address md@uplclko.in".

12. Withdrawal and Resubmission of e-Bids

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

The Bidder has to request the UPLC with a letter, attaching the proof of withdrawal and submission of e-Bids Processing Fee in the office of Managing Director, UPLC, to return back the e-Bids Processing Fee as per the procedure.

The Bidder can resubmit his/ her e-Bids as and when required till the Bid submission end date and time. The e-Bids submitted earlier will be replaced by the new one. The payment made by the Bidder earlier will be used for revised e-Bids and the new Bid submission summary generated after the successful submission of the revised e-Bids 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 e-procurement portal http://etender.up.nic.in. The Bidder should then select "My Bids" option in the Bid Submission menu. The page listing all the Bids submitted by the Bidder will be displayed. Click "View" to see the details of the Bid to be resubmitted. After selecting the "Bid Resubmission" option, click "Encrypt & Upload" to upload the revised e-Bids documents by following the methodology provided in clauses 09 above.

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

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

13. Receipt and Opening of e-Bids by the Purchaser

Bidders are advised to submit their e-bids in 'Two-Bid' system with Technical and Financial bids separately on e-tender 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 e-tender portal, the technical proposals will be opened first by Consultant' Evaluation Committee (CEC) members in the office of U.P. Electronics Corporation Ltd, Lucknow.

UPLC will open all e-Bids, in the presence of bidder's authorized representatives who choose to attend at 5:30 PM on 26 February 2016 at UP Electronics Corporation Ltd, 10 Ashok Marg, Lucknow-226010. The bidder's representatives who are present shall sign a register evidencing their attendance. In the event of the specified date of e-Bid opening being declared a holiday for the Purchaser, the e-Bids shall be opened at the appointed time and place on the next working day.

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

After evaluation of technical e-Bids, UPLC shall notify those bidders whose e-Bids 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. UPLC will simultaneously notify the bidders, whose technical e-Bids were considered acceptable and they have been shortlisted for opening of their financial e-bids.

14. Cost of preparation of eBids to be borne by the Bidders

Cost of preparation of the Bids shall be borne by the Consultant/ Consultancy concern regardless of the outcome of the bids.

15. 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.

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

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

17. Bank Guarantee for Performance

The successful Bidder shall at his own expense may deposit with UPLC, within 15 (fifteen) days after the receipt of notification of award of the Contract (Letter of Intent) from UPLC, an unconditional and irrevocable 5% 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 5% 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 6 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 AND SCOPE OF WORK (SOW)

The Scope of Work shall include but not limited to the following:-

Phase1: Techno-Economic Feasibility Report

Selected consultant will carry out a techno-economic feasibility study for the Project. Phase 1 shall be carried out taking into account local and national scenario, vision of government, applicable laws, regulations, standards, specification and other relevant considerations.

1. Location and site analysis

- Site Location and connectivity to major growth centres
- Availability of work force
- Basic infrastructure facilities like water, sanitation, power, etc.
- Approach roads and local connectivity through mass transport (existing and proposed)
- Perception mapping and growth potential of the site area
- Examining Economic and business trends having potential impact on the proposed facility
- Assessing regulatory scenario & implications on the facility

2. Area Assessment

- Availability of industry specific infrastructure for IT/ITES sector in state
- UP's IT/ITES industry- Analysis of advantages and challenges
- Areas of competitive advantage for state
- Key challenges for IT/ITES sector development in state

3. Market Demand Assessment

- Conduct a market analysis to understand sector structure, demand drivers and dynamics, expected growth and level of competition, assess the extent to which there is a supply gap
- Market segmentation/ Capacity by categories in IT/ITES industry
- Analyzing key industry drivers
- Benchmarking of government policies and best practices from IT/ITES Parks
- Existing & upcoming potential regions of development in IT/ITES sector
- Potential Clients for IT/ITES Park
- A detailed assessment/demand study of related business/services (e.g., commercial space, retail, etc.)
- A detailed assessment of the operation, practices and requirements of related projects/business/services, including regulatory requirements and local government permits for the construction, operations and maintenance.

4. Project Conceptualization

- Conduct a technical assessment for the project requirements and recommend optimal sizing and capacity, the types of facilities and infrastructure required.
- Determine optimum timing and phasing of development, and construction and roll-out of facilities taking into account the relevant technical, economic and financial factors.

5. Conceptual Layout Design

- Preparation of multiple options of the conceptual layout designs for the proposed project.
- The conceptual layout design shall include entry/exit, parking and open spaces etc. besides the essential features of the proposed product mix. The conceptual layout design shall contain a graphical and narrative description of the development and its integration with treatment of existing and proposed development at the project site.

6. Financial Feasibility & VFM Analysis

- Prepare the project cost estimates covering capital expenditures (CAPEX), operations and maintenance (O&M), cost escalation, financing cost, preoperative expenses, taxes and the required contingencies, etc.; and prepare the project's financing and procurement plans.
- Develop cost recovery options (revenue generation options) to ensure that the project is sustainable.
- Advising on any Special incentives that can be considered for the project and assessing the financial implications of these incentives on the project.
- Develop a full financial model which should include, but not limited to all assumption made in relation to assess the cost and revenue of the project; demand forecast; project implementation schedule; funding structure; prevailing rates of inflation, tax and depreciation; applicable incentives/exemptions; cash flows; P&L account; balance sheet; etc.
- Conduct a financial analysis determination of financial internal rate of return (FIRR), net
 present value (NPV), debt service coverage ratio (DSCR) and other ratios. The financial analysis
 model should have capabilities to perform sensitivity analysis for the purpose of quantifying the
 financial impacts of different structuring options.
- Carry out value for money (VFM) analysis
- Conduct an economic analysis estimation of the economic costs and benefits of the Project; and calculation of the economic internal rate of return (EIRR), including sensitivity analysis.

7. PPP Options Development and Project Structuring

- Suggest possible PPP structuring options in consultation with UPLC.
- Prepare criteria to evaluate and rank all the possible structuring options in order to recommend the optimal PPP modality that shall be adopted for successful project implementation.
- Provide clear details of the proposed PPP structure/s along with a risk assessment matrix and likely impacts to the government, the private sector partner and other stakeholders.
- Identify licensing, permitting and other legal risks that need to be addressed and allocated for each PPP option.
- To facilitate conduct of the abovementioned tasks, organize consultation meetings with concerned stakeholders, including but not limited to potential equity partners, investors, lenders and guarantors. The conclusions drawn from said consultation meetings shall be taken into account in the preparation of the final project structuring.
- Assess and recommend the most suitable structure for the project depending on the optimal PPP modality.
- To assist in finalization of the suitable model as per requirement.

Phase II: Transaction Advisory Services

The Transaction Advisor shall prepare all the necessary documents (complying with public sector procurement law, policies and guidelines) to undertake a competitive and transparent bidding process, and provide support during the entire PPP bidding process until the award of the contract to a successful bidder. The Transaction advisor must support the organisation in marketing the project to potential bidders. The Transaction advisor must provide full support to the organisation by drafting bidder communication. Tasks under phase II are as below:

1. Bid Process Design

- Recommend an appropriate bid strategy.
- Evaluate the choice between a single-stage process vis-à-vis a two-stage process.
- Prepare qualification and evaluation criteria for selection of the private sector player.
- Provide advice and justification on the best-value bidding parameter.

2. Preparation of Procurement Documents

- Prepare all necessary bid/tender documents, including but not limited to the following:
 - o advertisements and notices required for the launch of a procurement process.
 - o project information memorandum and project pamphlet for potential bidders to give them detailed information about the project;
 - o request for qualification (RFQ) and/or request for proposals (RFP)covering the details of the scope of services that are required from bidders, details regarding information required from the bidders, formats and timelines for submission of bids and details regarding bidding process;
 - draft contractual/concession agreement in close coordination with the Government.
 The draft concession agreement must take into account the agreed risk allocation regime and use best practice to maximize competition and ensure optimal pricing while protecting Government's interests with a view to facilitate project implementation and manageability over the project term;
- Assistance in Road show and conferences with prospective bidders for the project
- Liaise and co-ordinate with the Authority to support the implementation of the project

3. Procurement support

- Respond to requests for clarification from bidders on the bid documents and other documents including addendum if any required
- Carryout detailed consultations and pre-qualification/pre-bid meetings with potential bidders to discuss the Project, bidding documents and other relevant issues in addition to regular bidder conference.
- Submit Evaluation report including recommendation on the qualified Bidders
- Arrange and conduct one or more Bidder's conferences to discuss Draft Concession agreement and RFP with Qualified Bidders.
- Finalize the Concession Agreement and RFP to take into account comments, requests for clarification received from Bidders.
- Assist in issuance of finalized Concession Agreement and RFP to Bidders.
- Assist in finalizing Evaluation report setting out the conclusions of the evaluation process and provide recommendation on selection of the "Preferred Bidder".

- Assist in award of the concession to the Preferred Bidder.
- Assist in finalizing and signing the Concession Agreement with the Preferred Bidder

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

Bidders would be required to deploy an appropriate team consisting of members / Consultants as per below mentioned requirements. The Bidder shall deploy requisite number of personnel's depending on the allotted work, however Bidder need to provide following resources mentioned in below table for the assigned consultancy work purpose and these resources plus additional resources (if required) will have to be deployed by the Bidder on engagement for identified task as indicated. The expectations on the resources that would be proposed for the project are as follows:

- a) The team together should have a mix of experts as per the requirement of the project.
- b) The team should consist of resources with prior experience in developing IT / ITES / Electronic parks/clusters; Bid Process for Development of Clusters including IT & Electronics.
- c) Each member of the team must be a full time employee of the Bidder and shall be presently working with the Bidder.
- d) In case of replacement of resource(s) or deployment of additional man-power, if any, the decision of Department shall be final and binding.

S. N.	Type of Resource/ Expertise	Number
		(Minimum)
1	Team leader	01
2	Real Estate and Marketing Expert	01
3	PPP Expert	01
4	Legal Expert	01

Other than above if any other professionals are required as per project's requirement, then it shall be the bidders responsibility to provide the same.

Timelines

The timelines of the project for the entire SOW is as follows:

S.No.	Stages of Work	Duration from the date of signing of agreement (X)
1	Inception Report	X + 2 Week
2	Feasibility report	X + 5 Week
3	Value for Money Analysis Report	X + 6 Week
4	Bid Design Report	X + 7 Week
5	Bidding Documents	X + 10 Week
6	Completion of Bidding Process	X + 26 Week
7	Signing of Agreement with Successful Bidder	X + 28 Week

Payment Terms

S.No.	Stages of Work	Payment Percentage*
1	Submission of Inception Report	10%
2	Submission of Feasibility report**	30%
3	Submission of draft Bidding Documents***	20%
4	On Submission of Evaluation Report for Technical Proposal	15%
5	On Submission of Evaluation Report for Financial Proposal	10%
6	On Signing of Agreement with Successful Bidder	10%
7	On Achievement of Financial Closure****	05%

Note:-

- * Conceptual Layout Design, Financial model and VFM model shall be submitted along with this deliverable.
- ** Bid Design Report shall be submitted along with these deliverables.
- *** Close-out Report shall be submitted at this milestone.

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

Only those consultants shall be eligible for bidding in this tender who are empanelled in UPLC vide e-bid reference no UPLC-IT-CONSUL/EMP/03-12-14 and eBid Reference no. UPLC-IT-CONSUL/EMP/27-04-2015. Bids submitted by any other bidder will be treated as non-responsive.

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

1. Evaluation of Technical Bids: -

- Constitution of Consultant Evaluation Committee (CEC)
 - The evaluation of the e-bids shall be carried out by Consultant Evaluation Committee (CEC), which shall be constituted by UP Electronics Corporation Limited. The CEC will evaluate the tenders in two stages i.e. Technical & Financial.
- Technical bids should be analyzed and evaluated by a Consultancy Evaluated Committee (CEC).
 Technical bids in the following conditions will be summarily rejected as being non responsive
 - o Technical Bids of those bidders, who are not empanelled with UPLC as Consultants.
 - Technical bids unsigned and incomplete, not responding to the TOR fully and properly and those with lesser validity than that prescribed in the RFP.

Short Listing of Bidders

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

Evaluation Criteria

<u>Sr No</u>	Evaluation Criteria	Marking Scheme	Maximum Marks	Document Required
1	Firm's Experience			
1.1	Consultancy services for preparation of Policy framework for IT / ITeS / Electronics project for Central Government / State Governments in the last 5 years. (2 Project, 5 Marks each)	2 X 5	10	Copy of Work Order / Client certificate / agreement signed with the Client
1.2	Consultancy services for preparation of Detailed Project Report (DPR)/Feasibility Study Report for IT / ITES / Electronic Park project in India in the last 5 years (1 Project, 5 Marks)	1 X 5	5	Copy of Work Order / Client certificate / agreement signed with the Client
1.3	Consultancy services for State Level Investment Promotion in India in last 5 years. Ongoing / Completed. (5 Project, 3 Marks each)	5 X 3	15	Copy of Work Order / Client certificate / agreement signed with the Client
1.4	Consultancy services for providing financial advisory for Infrastructure Projects on PPP for Central Government / State Government in last 10 years. Project Cost should be more than Rs. 500 crores. Ongoing / Completed. (4 Project, 5 Marks each)	4 X 5	20	Copy of Work Order / Client certificate / agreement signed with the Client
1.5	Consultancy services for bid process management of Infrastructure Projects on PPP for Central Government / State Government in last 10 years. Project Cost should be more than Rs. 500 crores. Ongoing / Completed. (4 Project, 5 Marks each)	4 X 5	20	Copy of Work Order / Client certificate / agreement signed with the Client
1.6	Consultancy services for International Projects in infrastructure sector in last 5 years. Ongoing / Completed. (2 Project, 5 Marks each)	2 X 5	10	Copy of Work Order / Client certificate / agreement signed with the Client
	Subtotal (A)		80	

Note: - Projects related to procurement of Goods or selection of vendor/e-governance projects will not qualify for Technical Evaluation.

Key Expert's Experience

2	Proposed Manpower	Eligibility	Marks	Requirement
2.1	Team Leader	 Eligibility Condition: Educational Qualification - MBA/CA/CFA or equivalent Length of Professional Experience - at least 10 years. Should have been involved in the capacity of Team Leader / Project Director on advisory assignments for development of industrial parks/clusters/zones. At least 5 such projects undertaken in last 15 years. Scoring Criteria based on experience: 15 years or more - 5 Marks More than 10 years and less than 15 years - 3 Marks Less than 10 Years - 0 Marks 	5	Resume of the proposed staff
2.2	Real Estate and Marketing Expert	 Eligibility Condition: Educational Qualification - Post Graduate in Engineering/Planning Length of Professional Experience - at least 7 years Should have experience in real estate sector for preparation of strategy on the various transaction modes and experience of marketing strategy for real estate projects. At least 3 such projects undertaken in last 10 years. Scoring Criteria based on experience: 10 years or more - 5 Marks More than 7 years and less than 10 years - 3 Marks Less than 7 Years - 0 Marks 	5	Resume of the proposed staff
2.3	PPP Expert	 Eligibility Condition: Educational Qualification - Graduate in Engineering/Planning Length of Professional Experience - at least 5 years Should have been involved in transaction advisory assignments for development of infrastructure projects on PPP mode. At least 3 such projects undertaken in last 5 years. 	5	Resume of the proposed staff

2	Proposed Manpower	Eligibility	Marks	Requirement
		 Scoring Criteria based on experience: 7 years or more - 5 Marks More than 5 years and less than 7 years - 3 Marks Less than 5 Years - 0 Marks 		
2.5	Legal Expert	 Eligibility Condition: Educational Qualification – Post-Graduate or Graduate in Law Length of Professional Experience - at least 5 years Should have been involved in advisory assignments for development of infrastructure projects. Scoring Criteria based on experience: 7 years or more - 5 Marks More than 5 years and less than 7 years - 3 Marks Less than 5 Years - 0 Marks 	5	Resume of the proposed staff
		Subtotal (B)	20	
		Total (A) + (B)	100	

The minimum Qualifying requirement for experience of the Firm and Key Experts shall be 80% of Technical Marks for shortlisting and opening of Financial Bid.

2. Evaluation of Financial e-Bids

- The financial e-Bids shall be opened by CEC in presence of representative of the technically qualified Bidders who chooses to attend. The name of the Bidders, the quality scores, and the proposed prices shall be read and recorded when the financial proposals are opened.
- o If there are conditions attached to any financial e-bids which shall have bearing on the total cost, the Consultant Evaluation Committee will reject any such e-bids as non-responsive financial proposal. However, if the CEC feels it necessary to seek clarifications on any financial proposals regarding Taxes, duties or any such matter, the CEC may do so by inviting responses in writing.
- The total cost will include all Taxes and duties for which the purchaser made payments to the bidder and other reimbursable expenses, such as Travel, Translation, report printing or expenses etc.

3. Negotiations

Negotiations are not an essential part of the selection process. However, many times, with the objective of optimal cost reduction in the interest of the State, it is felt necessary to conduct negotiations with the selected Consultant. Negotiations shall include discussions of the TOR, the methodology, the staffing, Government Department inputs and special conditions of the contract. These discussions shall not substantially alter the original TOR or the terms of the contract, test the quality of the final products, its cost and the relevance of the initial evaluation be affected. The final TOR and the agreed methodology shall be incorporated in "Description of Services" which shall form part of the contract.

4. Award of Contract

UPLC proposal based on the proposal of the winner bidder, which will be calculated after the Technical Score, is found to be minimum 80 and then all the qualified bidders will be evaluated on the L-1 basis, combining the cost of Phase-I & Phase-II as mentioned in the BoQ. The Lowest total cost received in the tender after negotiations (if required), will be submitted to the UP Govt. for approval of consultant. After acceptance of the said proposal by the Govt. the consultancy work shall be awarded to the successful consultant, whose bid will the Lowest-One (L-I) cost.

5. Confidentiality

The selected consultant will treat as confidential all data and information about the purchaser/end-customer, 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/end-customer.

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.

Application

These general conditions shall apply to the extent that provisions in other parts of contract do not supersede them. For interpretation of any clause in the RFP or contract agreement, the interpretation of the UPLC shall be final and binding.

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

Conflict of Interest

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

- a) Conflict between consulting activities and procurement of goods, works or services: A Consultant/Consultancy concern that has been engaged to provide goods, works, or services for a project, and each of its affiliates, shall be disqualified from providing consulting services related to those goods, works or services. Conversely, a Consultant / Consultancy concern hired to provide consulting services for the preparation or implementation of a project, and each of its affiliates, shall be disqualified from subsequently providing goods, works or services for such preparation or implementation.
- b) Conflict among consulting assignments: Neither consultants (including their personnel and subconsultants) 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) 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.

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.

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.

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 e-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 e-Bids of such bidders will not be considered.

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. The consultant shall always support and safeguard the legitimate interests of the UPLC, 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.

Consultant Personnel

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

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.

Assignment and Subcontracting

- a) Consultant shall not assign or transfer this contract or part thereof to any other party without written consent of the Competent Authority.
- 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.

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 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 ULC shall be defended in the defense of such proceedings.

Limitation of Liability

The Liability of the Transaction Advisor shall not exceed the contract value of this assignment mentioned in the RFP.

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.

Payment Terms

All payments from the client department i.e. U.P. government shall be received through Cheque/Draft in favoring U P Electronics Corporation Limited, payable at Lucknow. After receipt of the payment from the client department and running payment may be released to the concerned IT Consultant as per the terms and conditions of the contract awarded to the IT Consultant by UPLC and review of the progress in project.

Taxes

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

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 to the end user.

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.

Fraud and Corruption

Under the policy of "U.P. ELECTRONICS CORPORATION" 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.

Technical Proposal Submission Form

(A) Consultant's General Information

A. Name of Bidding Company B. Contact Details a) Address b) Telephone c) Fax d) email e) Website f) Name of Managing Director/ CEO C Incorporation Details a) Incorporation number b) Date of Incorporation c) Registering Authority D Service Tax Regn. Details a) Service Tax No. b) Date c) Regn for (Name of Services) d) Regn. Authority E PAN No PAN Certificate/Card F TAN No Registration certificate G VAT No. Registration certificate	SN	Particulars	Description/Details	Reference Documents	Page No.
a) Address b) Telephone c) Fax d) email e) Website f) Name of Managing Director/ CEO C Incorporation Details a) Incorporation number b) Date of Incorporation c) Registering Authority D Service Tax Regn. Details a) Service Tax No. b) Date c) Regn for (Name of Services) d) Regn. Authority E PAN No PAN Certificate / Card Registration certificate	A.	Name of Bidding Company			
b) Telephone c) Fax d) email e) Website f) Name of Managing Director/ CEO C Incorporation Details a) Incorporation number b) Date of Incorporation c) Registering Authority D Service Tax Regn. Details a) Service Tax No. b) Date c) Regn for (Name of Services) d) Regn. Authority E PAN No PAN Certificate Registration certificate	В.	Contact Details			
c) Fax d) email e) Website f) Name of Managing Director/ CEO C Incorporation Details a) Incorporation number b) Date of Incorporation c) Registering Authority D Service Tax Regn. Details a) Service Tax No. b) Date c) Regn for (Name of Services) d) Regn. Authority E PAN No PAN Certificate A Registration certificate Registration certificate		a) Address			
d) email e) Website f) Name of Managing Director/ CEO C Incorporation Details a) Incorporation number b) Date of Incorporation c) Registering Authority D Service Tax Regn. Details a) Service Tax No. b) Date c) Regn for (Name of Services) d) Regn. Authority E PAN No PAN Certificate/Card F TAN No Copies of Incorporation Certificate and Articles & Memorandum of Association Copy of Valid Service Tax Registration in India PAN Certificate/Card Registration certificate		b) Telephone			
e) Website f) Name of Managing Director/ CEO Copies of Incorporation Certificate and Articles & Memorandum of Association c) Registering Authority DService Tax Regn. Details a) Service Tax No. b) Date c) Regn for (Name of Services) d) Regn. Authority EPAN No PAN Certificate/Card FTAN No Registration certificate		c) Fax			
f) Name of Managing Director/ CEO C Incorporation Details a) Incorporation number b) Date of Incorporation c) Registering Authority D Service Tax Regn. Details a) Service Tax No. b) Date c) Regn for (Name of Services) d) Regn. Authority E PAN No PAN Certificate/Card F TAN No Copies of Incorporation Certificate and Articles & Memorandum of Association Copy of Valid Service Tax Registration in India PAN Certificate/Card Registration certificate		d) email			
CEO Incorporation Details a) Incorporation number b) Date of Incorporation c) Registering Authority D Service Tax Regn. Details a) Service Tax No. b) Date c) Regn for (Name of Services) d) Regn. Authority E PAN No PAN Certificate and Articles & Memorandum of Association Copy of Valid Service Tax Registration in India Copy of Valid Service Tax Registration in India PAN Certificate/Card Registration certificate		e) Website			
Copies of Incorporation Certificate and Articles & Memorandum of Association Described Tax Regn. Details a) Service Tax No. b) Date c) Regn for (Name of Services) d) Regn. Authority E PAN No PAN Certificate Copies of Incorporation Certificate and Articles & Memorandum of Association Copy of Valid Service Tax Registration in India PAN Certificate/Card Registration certificate		f) Name of Managing Director/			
a) Incorporation number b) Date of Incorporation c) Registering Authority D Service Tax Regn. Details a) Service Tax No. b) Date c) Regn for (Name of Services) d) Regn. Authority E PAN No PAN Certificate and Articles & Memorandum of Association Copy of Valid Service Tax Registration in India Copy of Valid Service Tax Registration in India PAN Certificate/Card Registration certificate		CEO			
a) Incorporation number b) Date of Incorporation c) Registering Authority D Service Tax Regn. Details a) Service Tax No. b) Date c) Regn for (Name of Services) d) Regn. Authority E PAN No PAN Certificate/Card F TAN No Registration number & Memorandum of Association Copy of Valid Service Tax Registration in India Copy of Valid Service Tax Registration in India PAN Certificate/Card Registration certificate	С	Incorporation Details			
b) Date of Incorporation c) Registering Authority D Service Tax Regn. Details a) Service Tax No. b) Date c) Regn for (Name of Services) d) Regn. Authority E PAN No PAN Certificate/Card F TAN No Registration certificate		a) Incorporation number		& Memorandum of	
D Service Tax Regn. Details a) Service Tax No. b) Date c) Regn for (Name of Services) d) Regn. Authority E PAN No PAN Certificate/Card F TAN No Registration certificate		b) Date of Incorporation		Association	
a) Service Tax No. b) Date c) Regn for (Name of Services) d) Regn. Authority E PAN No PAN Certificate/Card F TAN No Registration in India Tax Registration in India PAN Registration certificate		c) Registering Authority		_	
a) Service Tax No. b) Date c) Regn for (Name of Services) d) Regn. Authority E PAN No PAN Certificate/Card F TAN No Registration certificate	D	Service Tax Regn. Details			
c) Regn for (Name of Services) d) Regn. Authority E PAN No PAN Certificate/Card F TAN No Registration certificate		a) Service Tax No.		_ Tax Registration in India	
d) Regn. Authority E PAN No PAN Certificate/Card F TAN No Registration certificate		b) Date			
E PAN No PAN Certificate/Card F TAN No Registration certificate		c) Regn for (Name of Services)		1	
F TAN No Registration certificate		d) Regn. Authority			
	E	PAN No		PAN Certificate/Card	
G VAT No. Registration certificate	F	TAN No		Registration certificate	
	G	VAT No.		Registration certificate	

Н	Project Brief (Firm's Experience)		
	a) Name of client		
	b) Address		
	c) Contact person Name & Mobile / Telephone		
	d) Project Name and brief scope		
	e) Start Date		
	f) End Date		
	g) Duration		
	h) Order Value		

.

Past Relevant Experience -

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

Date..... Place.....

NOTE:
Bidder must enclose copy of the LOI/LOA/WO/Agreement / Client certificate placed by the Procurer
/Department/sponsoring authority on the Bidder towards award of Consultancy assignments.
Signature
In the capacity of
Duly authorized to sign proposal for
and on behalf of

Technical / Managerial Staff

Sl. No.	Name	Qualification	Position	Task
1.				
2.				
3.				
J.				
4.				

Note: Each Key Expert should be on the roles of the firm.
Signature
In the capacity of
Duly authorized to sign proposal for
And on behalf of
Date
Place

	icuiuiii vitt	ie (C	v) for key	professional s	stajj –			
Name		:						
Proposed Posi	tion	:						
Date of Birth		:						
Profession/	Present	:						
Designation								
Brief Descrip	ption on	:						
Experience								
Experience:								
Description of Project (Include Client Ro						Role		
projects relev	ant to th	is B	id. Max					
citations 5)								
1.								
2.								
3.								
Education:								
Degree	Date/s	Inst	itute			Lo	ocation	
Employment F	Record:						1 -	
Organization			Period		Designation		Job Profile	
1.								
1.								
1.				(Add rows i	f required)		1	
1.				(Add rows i	f required)			
1.				(Add rows i	f required)			
Languages:				(Add rows i	f required)			
	Rea	ad		(Add rows i		Speak	K	
Languages:	Rea	ad		Write	2	Speak	(
Languages:	Rea	ad			2	Speak	K	
Languages: Language	Rea	ad		Write	2	Speak	(
Languages: Language Certification:				Write (Add rows if	e required)			
Languages: Language Certification: I, the undersig	gned, certify	y tha		Write (Add rows if	2			tly describe m
Languages: Language Certification: I, the undersigmy qualification	gned, certify	y tha		Write (Add rows if	e required)			tly describe m
Languages: Language Certification: I, the undersig my qualification Date:	gned, certify ons, and my	y tha / exp	erience.	(Add rows if	e required) wledge and belief	, these c		tly describe m
Languages: Language Certification: I, the undersig my qualification Date: [Signature of s	gned, certify ons, and my	y tha / exp	erience.	(Add rows if	e required)	, these c		tly describe m
Languages: Language Certification: I, the undersig my qualification Date: [Signature of steep Day / Month /	gned, certify ons, and my staff member Year	y tha / exp er an	erience. d authori	(Add rows if	required) wledge and belief	, these c		tly describe m
Languages: Language Certification: I, the undersig my qualification Date: [Signature of s	gned, certify ons, and my staff member Year	y tha / exp er an	erience. d authori	(Add rows if	required) wledge and belief	, these c		tly describe m

Financial Proposal Submission Form

Ref: Submission of Proposal against your RFP Reference No. UPLC/Consultant/TA/10-02-2016

WE, THE UNDERSIGNED, OFFER TO PROVIDE CONSULTANCY SERVICES FOR DEVELOPMENT OF INTEGRATED IT PARK ON PPP MODEL AT LUCKNOW

Our details Financial Proposal is as follows:

(Amount in Indian Rupees)

Particulars	Basic Price	Applicable Service Tax @ 14.5%	Total Cost for the Assignment
Cost of the Assignment as per Scope of Work (SOW) mentioned in the Tender with ref no. UPLC/Consultant/TA/10-02-2016 for Phase-I (Mentioned in Section-III TOR and SOW)			
Cost of the Assignment as per Scope of Work (SOW) mentioned in the Tender with ref no. UPLC/Consultant/TA/10-02-2016 for Phase-II (Mentioned in Section-III TOR and SOW)			
Total Cost for the Assignment (in words)			

Note: - The L1 will be considered on the basis of Total amount quoted by the bidder.

Annexure V

Annexure VI - PROPOSAL SUBMISSION FORM

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

Date:

Ref: Submission of Proposal against your Tender Reference No UPLC/Consultant/TA/10-02-2016

Dear Sir,

Having examined the RFP document, we, the undersigned, herewith submit our response to your RFP reference No. **UPLC/Consultant/TA/10-02-2016** for SELECTION OF TRANSACTION ADVISOR FOR CONSULTANCY SERVICES FOR DEVELOPMENT OF INTEGRATED IT PARK ON PPP MODEL AT LUCKNOW, 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 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/Consultant/TA/10-02-2016** 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