



**U.P. Electronics Corporation Limited**  
**(U.P. Government Undertaking)**  
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**Request for Proposal (RFP)**  
**FOR**  
**SELECTION OF CONSULTANT TO PROVIDE CONSULTANCY SERVICES FOR**  
**ESTABLISHMENT & MONITORING OF 300 SEATER CALL CENTRE**

**Bid REFERENCE** : **UPLC/IT-Consultant/CC/06-04-2015**  
E-tender Portal : <http://etender.up.nic.in>

**Critical Dates**

SN	Particulars	Date	Time
1.	Publishing Date	07April 2015	06:00 PM
2.	Pre-Bid conference	15 April 2015	02:00 PM at UPLC
3.	Bid Submission Start Date	15 April 2015	06:15 PM onwards
4.	Bid Submission End Date	21April 2015	03:00 PM
5.	Bid Opening Date	21 April 2015	06:00 PM

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



## Table of Contents

<b>E-BID NOTICE .....</b>	<b>3</b>
<b>SECTION I: LETTER OF INVITATION.....</b>	<b>5</b>
<b>SECTION II: INSTRUCTIONS TO BIDDERS (ITB).....</b>	<b>7</b>
1. DEFINITIONS .....	7
2. THE BIDDING DOCUMENT .....	7
3. PREPARATION & SUBMISSION OF E-BIDS .....	8
<b>SECTION III: TERMS OF REFERENCE (TOR) AND SCOPE OF WORK.....</b>	<b>17</b>
<b>SECTION IV: BIDDER'S ELIGIBILITY CRITERIA &amp; METHOD OF SELECTION, EVALUATION PROCESS.....</b>	<b>21</b>
<b>SECTION V – STANDARD TERMS AND CONDITIONS .....</b>	<b>26</b>
<b>SECTION VI – TECHNICAL PROPOSAL SUBMISSION FORM.....</b>	<b>31</b>
CONSULTANT'S GENERAL INFORMATION – ANNEXURE -I.....	31
TEAM COMPOSITION AND TASK ASSIGNMENTS ANNEXURE II .....	32
FORMAT OF CURRICULUM VITAE (CV) FOR KEY PROFESSIONAL STAFF ANNEXURE III .....	33
FORMAT OF PROJECT EXPERIENCE ANNEXURE IV .....	34
FINANCIAL PROPOSAL SUBMISSION FORM ANNEXURE V .....	35
PROPOSAL SUBMISSION FORM ANNEXURE VI.....	36
FORMAT OF AGREEMENT ANNEXURE VII.....	38
FORMAT OF PROFORMA OF BANK GUARANTEE TOWARDS PERFORMANCE SECURITY .....	39
ANNEXURE VIII .....	39
PERFORMANCE GUARANTEE .....	39



## **e-Bid NOTICE**

**FOR**

### **SELECTION OF CONSULTANT TO PROVIDE CONSULTANCY SERVICES FOR ESTABLISHMENT & MONITORING OF 300 SEATER CALL CENTRE**

Online e-bids are invited from the I.T. consultants, who are already empanelled with U.P. Electronics Corporation Limited for providing consultancy services to the State Government Departments for implementation of e-Governance Projects/Schemes, for the **SELECTION OF CONSULTANT TO PROVIDE CONSULTANCY SERVICES FOR ESTABLISHMENT & MONITORING OF 300 SEATER CALL CENTRE** from **07th April 2015 to 21 April 2015** and **e-Bids shall be opened on the 21 April 2015**. The details of submission of e-Bids are available in the e-Bid document uploaded on the e-tender portal <http://etender.up.nic.in> and website [www.uplc.in](http://www.uplc.in). The Corporation reserves the right to cancel any or all the e-Bids 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/IT-Consultant/ CC/06-04-2015**



**Request for Proposal**  
**For**  
**SELECTION OF CONSULTANT TO PROVIDE CONSULTANCY SERVICES FOR**  
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**Introduction**

The Information Technology (I.T.) Act, 2000 enacted by Government of India provides the necessary legal and regulatory framework in which we will use IT in our daily lives. This law has created the right environment for the entry of the private entrepreneur and at the same time, defines the standards of services to the consumers and mainly to the rural masses.

U.P. Electronics Corporation Ltd (UPLC) is the nodal agency appointed by the Government of Uttar Pradesh to provide IT/ITES solutions to the departments. One of the main objectives of the State Government's IT effort is to provide speedy, transparent, accountable and efficient conduct of Government Systems and Delivery of Services. The Government of UP shall use Information Technology as a tool to reduce poverty. The Government is the largest service provider to the rural masses who are handicapped by the lack of information. The UPLC, being the nodal agency is committed to provide the necessary inventories for the spread of IT based education, healthcare, agriculture and allied information in the rural areas.

**SERVICES PROVIDED BY THE UPLC:**

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



## SECTION I: LETTER OF INVITATION

1. Through this Request for Proposal (RFP), it is intended to invite e-Bids for SELECTION OF CONSULTANT TO PROVIDE CONSULTANCY SERVICES FOR ESTABLISHMENT & MONITORING OF 300 SEATER CALL CENTRE in Lucknow. 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. The e-Bid document is available on e-tender portal <http://etender.up.nic.in> and also on UPLC's website [www.upcllko.in](http://www.upcllko.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.	<b>UPLC/IT-CONSULTANT/ CC/06-04-2015</b>
Purpose	Request For Proposal (RFP) for SELECTION OF CONSULTANT TO PROVIDE CONSULTANCY SERVICES FOR ESTABLISHMENT & MONITORING OF 300 SEATER CALL CENTRE
Date of Publication of e-Bid notice	<b>07<sup>th</sup> April 2015</b> on e-tender portal <a href="http://etender.up.nic.in">http://etender.up.nic.in</a> and website of UPLC <a href="http://www.uplc.in">www.uplc.in</a>
Last date for submission of e-Bids	<b>21 April 2015 up to 03.00 P.M.</b>
Site for submission of e-Bid	<a href="http://etender.up.nic.in">http://etender.up.nic.in</a>
Web site address	<a href="http://www.uplc.in">www.uplc.in</a>
e-mail address	<a href="mailto:md@uplc.in">md@uplc.in</a> , <a href="mailto:upcllko@gmail.com">upcllko@gmail.com</a>
e-Bid Inviting Officer	Shri G.S. Priyadarshi, IAS Managing Director
Date of opening of e-Bids	<b>21 April 2015 at 06:00 P.M.</b>
Venue of Opening of e-Bids	UP Electronics Corporation Ltd, 10, Ashok Marg, Lucknow-226001
Contact numbers	0522-2286808, 0522-2286809 0522- 4130303 Mob: 09235567201
Fax number	0522-2288583

5. UPLC reserves the right to cancel any or all the e-Bids or annul the e-Bid process without assigning any reason thereof.
6. 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 6-7 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 behalf of end Customer/Client Department.
- b. **“The Consultant” means only those IT Consultant Companies who are already empanelled with U.P. Electronics Corporation Limited for providing consultancy services to the State Government Departments for implementation of e-Governance Projects/Schemes.**
- 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. **Office of the CM, Govt of UP**, 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.
- j. “Day” means a calendar day.
- k. The “End-Customer/Client Department” means the (**Office of the CM, Govt of UP**).
- l. **“System Integrator” in this RFP means the selected Call Centre Firm/BPM/BPO Agency who shall establish this 300 seater call centre as mentioned in the RFP.**

### 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.upclko.in](http://www.upclko.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
- SECTION IV: BIDDER'S ELIGIBILITY CRITERIA & METHOD OF SELECTION, EVALUATION PROCESS
- SECTION V – STANDARD TERMS AND CONDITIONS
- SECTION VI - TECHNICAL PROPOSAL SUBMISSION FORM

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@uplclko.in](mailto:md@uplclko.in) or [uplclko@gmail.com](mailto: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 e-tender 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.uplclko.in](http://www.uplclko.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) **Technical proposal submission form Annexure I, II, III,IV**
- b) **Financial proposal submission form – Annexure V**
- c) **Proposal Submission form Annexure VI**





## **6. Documents to be Submitted by the Bidder**

The Bidder shall furnish, as part of **Technical Proposal (Annexure I to IV & Annexure-VI)**, 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. Prices**

- a) The Prices shall be quoted in Indian Rupees (INR).
- b) Bidder shall quote a fixed price as detailed in the RFP on a single responsibility basis. No adjustment of the Agreement price shall be made on account of any variations in costs of labor and materials or any other cost component affecting the total cost in fulfilling the obligations under the Agreement. The payment based on commercial proposal of the Bidder shall be the only payment, payable by UPLC/Home Department, GoUP, Lucknow, to the selected Bidder for completion of the contractual obligations by the selected Bidder under the Agreement, subject to the terms of payment specified in the Agreement. The price would be inclusive of all taxes, duties, charges and levies as applicable.
- c) The Bidder shall indicate the price in the prescribed format, it proposes under the Agreement. In absence of above information as requested, the Bid may be considered incomplete and be summarily rejected. The price components furnished by the Bidder in accordance with format provided in the RFP will be solely for the purpose of facilitating the comparison of Bids by UPLC.
- d) The prices, once offered, must remain fixed and must not be subject to any escalation for any reason whatsoever within the period of Project. A proposal submitted with an adjustable price quotation or conditional proposal may be rejected as non-responsive.

## **9. 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 duly signed and should be uploaded as PDF as bidding documents.



## 10. Submission of e-Bids

The Bidders should submit their bids online only in the Submission module of e-Procurement website <http://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 e-tender. Therefore, Bidders are advised to submit the Bids 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 e-Bid considering the server time displayed in the e-Procurement website. This server time is the time by which the e-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 e-Bid submission date and time is over, the bidders cannot submit their e-Bid. The bidders shall only be held responsible for any delay and whatsoever reason in submission of e-Bid.

Technical Bids will be electronically opened at **06:00 PM on 21 April 2015** in UPLC. The opening of financial bids shall be intimated later to all the technically qualified bidders.

UPLC may, at its discretion extend this deadline for submission of e-Bid by amending the e-Bid 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 server time indicated in the Bid Management window on the e-Procurement website <http://etender.up.nic.in> will be the time by when the e-Bid submission activity will be allowed till the permissible date and time scheduled in the e-tender. Once the e-Bid submission date and time is over, the bidder cannot submit the e-Bid. Bidder has to start the Bid Submission well in advance so that the submission process passes off smoothly. The bidder will only be held responsible if his/her e-Bid is not submitted in time due to any of his/her problems/faults, for whatsoever reason, during e-Bid submission process.

At any point of time, a bidder can withdraw his/her e-Bid submitted online before the bid 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 website <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 e-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 e-Bid.



The bidder has to request the Corporation with a letter, attaching the proof of withdrawal and submission of e-Bid security/EMD in the office of Corporation, to return back the e-Bid security/EMD as per the manual procedure.

No e-Bid may be withdrawn in the interval between the deadline for submission of e-Bids and the expiration of period of e-Bid validity. Withdrawal of an e-Bid during this interval may result in the bidder's forfeiture of his/her e-Bid security

The bidder can re-submit his/her e-Bid as and when required till the e-Bid submission end date and time. The e-Bid submitted earlier will be replaced by the new one. The payment made by the bidder earlier will be used for revised e-Bid and the new e-Bid submission summary generated after the successful submission of the revised e-Bid 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 website <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 e-Bid to be resubmitted. After selecting the "Bid Resubmission" option, click "Encrypt & Upload" to upload the revised e-Bid documents by following the methodology provided above.

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

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

### **Procedure for Submission of Bids**

Submission of Bids shall be in accordance with the instructions mentioned below:

For participating in e-Bid through the e-tendering system, it is necessary for the bidders to be the registered users of the e-Procurement website <http://etender.up.nic.in>. The bidders must obtain a User Login Id and Password by registering themselves with U.P. Electronics Corporation Limited, Lucknow if they have not done so previously for registration.

In addition to the normal registration, the bidder has to register with his/her Digital Signature Certificate (DSC) in the e-tendering system and subsequently he/she will be allowed to carry out his/her e-Bid submission activities. Registering the Digital Signature Certificate (DSC) is a one-time activity. Before proceeding to register his/her DSC, the bidder should first log on to the e-tendering system using the User Login option on the home page with the Login Id and Password with which he/ she has registered as per clause (a) above.

For successful registration of DSC on e-Procurement website <http://etender.up.nic.in> the bidder must ensure that he/she should possess Class-2/Class-3 DSC issued by any certifying authorities approved by Controller of Certifying Authorities, Government of India, as the e-Procurement website <http://etender.up.nic.in> is presently accepting DSCs issued by these authorities only. The bidder can obtain User Login Id and perform DSC registration exercise as described in clauses (a) and (b) above even before e-Bid submission date starts. The Corporation shall not be held responsible if the bidder tries to submit his/her e-Bid at the last



moment before end date of submission but could not submit due to DSC registration problem.

The Bidder shall be required to use own Digital Signature while uploading its Bid. The Bidder shall be required to upload the Bid using its Digital Signature only. Failure to comply or usage of Digital signature of other firm shall be liable for rejection of the Bid.

The bidder can search for active tenders through "Search Active tenders" link, select a tender in which he/she is interested in and then move it to 'My Tenders' folder using the options available in the e-Bid Submission menu. After selecting and viewing the tender, for which the bidder intends to e-Bid, from "My Tenders" folder, the bidder can place his/her e-Bid by clicking "Pay Offline" option available at the end of the view tender details form. Before this, the bidder should download the e-tender document and Price Schedule/ Bill of Quantity (BOQ) and study them carefully. The bidder should keep all the documents ready as per the requirements of e-tender document in the PDF format except the Price Schedule/Bill of Quantity (BOQ), which should be in the XLS format (Excel sheet).

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, 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 documents as per Technical (Qualification details, e-Bid Form and Technical Specification details) and financial (e-Bid Form and Price Schedule/BOQ) schedules/packets given in the tender details. The details of the Demand Draft or any other accepted instrument which is to be physically sent in original before opening of technical e-Bid, 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.

Next the bidder should upload the Technical e-Bid documents for, Qualification details, e-Bid Form as per Technical Specification details and Price Schedule/BOQ" of e-tender document. 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 and Financial schedules/packets and then upload the relevant PDF/XLS files already prepared and stored in the bidder's computer. The required documents for each document label of Technical (Qualification details, e-Bid Form and Technical Specification details) and financial (e-Bid Form and Price Schedule/BOQ) 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 e-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 e-Bid documents are protected, stored and opened by concerned bid openers only.

After successful submission of e-Bid document, 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.

### **11. 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 03:00 P.M. on the date as mentioned in the RFP.**

### **12. 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.

### **13. Clarification of 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@uplc.in](mailto:md@uplc.in).

### **14. 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 new one will replace the e-Bids submitted earlier. 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.

## **15. 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 constituted for this tender 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 **06:00 PM on 21 April 2015 at UP Electronics Corporation Ltd, 10 Ashok Marg, Lucknow-226 001**. 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.

## **16. 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. Upon the successful Bidder's furnishing of performance security, UPLC will promptly notify each unsuccessful Bidder and return their EMD.

## **17. 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.

### **Discharge of Bid Security**

Prior to signing of the Agreement, UPLC shall promptly request the Selected Bidder to provide Performance Guarantee. On receipt of the Performance Guarantee, the Bid security of all successful Bidders will be released. The EMD amount of successful bidders can be converted as part of the Performance Guarantee.

## **18. Failure to abide by the 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 EMD/ Performance Bank Guarantee. The contract will be then awarded to the next Bidder by the process of Re-Tendering.

## **19. 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 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.



The Performance Guarantee may be submitted as Demand Draft/Banker's Cheque from a Scheduled Bank.

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 Agreement period. 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.

**20. 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.





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

### 1. Background:

The U.P. Government has envisaged establishing a Mega Call Centre with 300 seating capacity in the State Capital with a vision to get an independent feedback from the beneficiaries and other stakeholders related with various citizen centric schemes being run by different Government departments of the State. This would be an outbound Call Centre only wherein calls will be made to stakeholders by the Call Centre Executives not only to get the feedback on successful running of the schemes on a pre-defined questionnaire/criteria but also to propagate the scheme details like "Who can avail the scheme?", "What benefits the scheme will serve?", "What is the procedure for availing the scheme?" etc.

This is a key project of the State Government which is covered under one of the Vikas Agenda Sutras of IT & Electronics Department, Govt, of U.P. for the year 2015-16. The objective for establishment of Mega Call Centre is not only to sensitize the citizens about different Government schemes being run for their benefits but also to remove bottlenecks, if any, for timely execution/disbursement of the benefits, bring in required changes by way of policy amendments for smooth execution of these schemes etc. This also aims to find individual lapses, if any, during the implementation process of the schemes.

### 2. Objective:

A System Integrator (SI) will be selected through competitive bidding process who will establish this 300 seater Mega Call Centre in Lucknow at an appropriate place as per scope of work to be defined by the Consultant in consultation with the concerned Government functionaries and other stakeholders. The objective of this RFP is to select a Consultant company who could perform all the required activities, as per Scope of Work defined here under, for selection of a qualified SI to establish a state of the art Mega Call Centre.

### **The Scope of Work of the selected Consultant shall include but not limited to the following:**

- 1) Preparation of Inception Report.
- 2) Suggestive Model for Call Centre.
- 3) Defining Scope of Work in consultation with the Government functionaries and other Stakeholders for selection of SI.
- 4) Incorporating the latest technology standards & guidelines in preparation of RFP for SI.
- 5) RFP preparation for selection of System Integrator (SI) for establishment of Call Centre.
- 6) Bid Process Management.
- 7) Drafting of Agreement(s) to be signed between SI and other stakeholders.
- 8) Assist in issuance of Lol and signing of Agreement with SI.
- 9) Monitoring & Review of SI activities during implementation & operation and till the expiry of Consultant contract period.
  - Monitoring the deployment and commissioning of necessary Infrastructure including hardware and networking components & connectivity at Call Centre.
  - Conduct/facilitate final acceptance testing of the IT and non-IT infrastructure as per the specifications and quantities mentioned in the RFP.



- Ensure that the technology standards, guidelines & frameworks are adhered to during implementation.
- Handholding with Management of the project including SLA monitoring for a period of 30 months after Go-live of Call Centre.

10) Defining Framework & Drafting of Policies for successful operation of Call Centre.

11) Coordination and participation in the meetings required in the project including Presentations, if any.

12) Defining the escalation mechanism for timely resolution of issues and risks.

The selected Consultant Company will have to depute at least one Project Manager, one Sr. Consultant & One Consultant on full time basis with the Client till the expiry of contract period for execution of the activities as mentioned in above scope of work. The Project Manager must be a senior level official having at least 7-8 years experience, Sr. Consultant must have an experience of 4-5 years and Consultant with 2-3 years experience in the relevant fields/works required for the project.

In addition to the above mentioned activities, the selected Consultant company would also be required to perform any additional activities that will reasonably be required by the State during the contract period. All the above outlined activities may be required to be completed expeditiously given the strategic nature of the initiative.

### **3. Timeline- Go Live – 6 Months ; Monitoring Phase – 30 Months after Go Live**

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

Bidders shall be required to deploy an appropriate team consisting of 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 table below for the assigned consultancy work and these resources plus additional resources (if required) shall 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 IT/ITES/e-Governance projects/procurement/Technical competence.
- c) Each member of the team must be a full time employee of the Bidder and shall be working with the Bidder.
- d) In case of replacement of Onsite resource(s) or deployment of additional manpower, if any, the decision of Department shall be final and binding. Following is the indicative manpower required during the entire project period Table-A.



**Table -A**

S. N.	Type of Resource/ Expertise	Number (Minimum) – Full Time basis
1.	Project Manager	1 (Delivery, Milestones & Project Management)
2.	Senior Consultant	1 (RFP Preparation, Bid Process Management, Escalation Mechanism, SLA monitoring etc.)
3.	Consultant	1 (Technical resource, Bid Process Management, Preparation of Reports etc.)

Other than the above, **A Project Head** will be nominated by the Bidder who shall not be deployed on the project but shall be responsible for the accountability of the whole project, escalations, if any. However, if any other Expert is required as per project's requirement, then it shall be the bidders responsibility to provide the same. The charges of the expert shall be mutually agreed upon.

#### 5. Payment:

Payments for the contract will be based on approval of the deliverables submitted by the Consultant. The payments will be as per the following schedule:

S.N.	Milestone	% of Total Fee	Basis of approval	Timelines
1.	Submission of Inception Report including Suggestive Model of Call centre	5%	On Approval by Client/Purchaser	*T0+½ Month
2.	Submission of Draft RFP for selection of SI	10%	On Approval by Client/Purchaser	T0+1 Month
3.	Publishing of RFP	5%	Copy of NIT publication	T0+1½ Months
4.	Selection of SI and issuance of Lol	10%	Copy of Lol	T0+3 Months
5.	Signing of Agreement with SI	5%	Copy of Agreement	T0+3½ Months
6.	Submission of Reports on Call Centre Go-Live, Draft Framework & Policies and Escalation Mechanism	5%	On Approval by Client/Purchaser	T0+6 Months
7.	Submission of Project Management Reports including SLA Monitoring on quarterly basis during operation phase of Call Centre after Go-Live (30 months)	Remaining 60% (To be paid in equal installment at the end of every quarter)	On Submission of Monthly reports	T0+6 Months onwards after end of each quarter.

Notes: Consultant has to ensure timely delivery of deliverables as per milestones defined above.  
(\*T0 – Effective Date of Agreement with the Consultant)



## **6. Change Request**

The following would constitute a Change request:

- a) Any work which has not been specifically mentioned in the scope of work.
- b) Any changes in the deliverables post approval by the Client/Purchaser.
- c) Bid Process Management in case of re-tendering is to be done for reasons for which the consultants are not responsible.
- d) Any delay in the project timelines beyond the calendar time mentioned in the tender document for which Bidder is not directly responsible.



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

### Bidder's Eligibility Criteria

Only those consultants shall be eligible for bidding in this tender who are empanelled in UPLC as on date of RFP publishing. Bids submitted by any other bidder would 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 consisting of members from finance, legal and other concern department of UPLC and technical expert(s) from Government/Institutions. The representative of Office of the CM, UP, or as may be decided later shall be a member of Consultant Evaluation Committee (CEC). The CEC will evaluate the tenders in two stages i.e. Technical & Financial.
- Technical bids should be analyzed and evaluated by a Consultancy Evaluation Committee (CEC). Technical bids in the following conditions will be summarily rejected as being non responsive
  - 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.
- Technical Qualification: The consultant evaluation committee (CEC) shall evaluate the bids for short listing, inter-alia based on their past experience of handling similar types of projects, strength of their manpower and presentation as detailed here under: -

S.No.	Evaluation Criteria	Maximum Marks	Document Required
1.	<b>Experience of Company</b>	60	
1.1	Experience in providing Consulting Services to NASSCOM top 15 BPM/BPO companies figured in the last 5 years	15	Copy of LOI / LOA/ WO /Agreement / Client certificate



S.No.	Evaluation Criteria	Maximum Marks	Document Required
1.2	Consultancy with Centralized call Center/ Response system with calling facility for state govt./ Central govt. for projects with value greater than > 50 lakhs	15	Copy of LOI / LOA/ WO /Agreement / Client certificate
1.3	Experience in Selection of Agency/SI till monitoring in the field of IT of value more than > 75 lakhs in the last 3 years with any state/central govt. (Only relevant experience will be considered)	10	Copy of LOI / LOA/ WO /Agreement / Client certificate
1.4	Experience of handling PMU for a large scale implementation project widely roll out throughout the state/India ( 2 Projects, 5 Marks each)	10	Copy of LOI / LOA/ WO /Agreement / Client certificate
1.5	The Bidder should have completed at least 2 IT consulting projects worth more than INR 20 Lakhs for Govt. of UP in the last 3 years. ( 5 marks each)	10	Completion certificates
2	<b>Quality and competency of key professional staff proposed</b>	40	
	<p>The bidder would be evaluated for profiles of personnel available on rolls of the bidding company.</p> <p>These profiles, will be evaluated for:</p> <ol style="list-style-type: none"> <li>1. Qualification – Degree and College</li> <li>2. Years of total relevant work experience</li> <li>3. Experience of working in similar type of Project</li> <li>4. Experience in the tasks defined in the scope of the work</li> <li>5. <b>Failing the mandatory criteria will be awarded Zero marks</b></li> </ol>		
2.1	<b>Project Head</b>	10	CV



S.No.	Evaluation Criteria	Maximum Marks	Document Required
	<p>Experience –</p> <p>&gt;=12 years – 6 Marks</p> <p>8 to 12 years – 5 Marks</p> <p>&lt; 8 years – 0 Marks</p> <p>MBA – 2 Marks</p> <p>Engineering Degree – 2 Marks</p> <p><b>(Mandatory experience in call centre advisory &amp; handling large scale eGovernance projects)</b></p>		
2.2	<p><b>Project Manager</b></p> <p>&gt;=7 years – 5 Marks</p> <p>&lt; 7 years – 0 Marks</p> <p>MBA – 2.5 Marks</p> <p>Engineering degree – 2.5 Marks</p> <p><b>(Mandatory Experience in Managing large scale projects for selection of SI and program management including monitoring)</b></p>	10	CV
2.3	<p><b>Senior Consultant</b></p> <p>&gt;=4 years – 5 Marks</p> <p>&lt;4 Years - 0 Marks</p> <p>B. Tech – 3 Marks</p> <p>MBA – 2 Marks</p> <p><b>(Mandatory Experience in providing advisory services to call centre/BPM/BPO)</b></p>	10	CV



S.No.	Evaluation Criteria	Maximum Marks	Document Required
2.4	<b>Consultant</b>  ≥3 years – 5 Marks  <3 Years - 0 Marks  B. Tech – 3 Marks  MBA – 2 Marks  <b>(Mandatory Experience in providing SLA monitoring, escalation mechanism &amp; similar work)</b>	10	CV
	<b>Total</b>	100	

## 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 and the proposed prices shall be read and recorded when the financial proposals are opened.
- 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.
- **In the Financial Proposal Submission Form placed at Annexure – V, the total cost of assignment as per Scope of work mentioned will be quoted.**

## 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

In a particular case of selection of consultant, the bidder would be technically evaluated out of 100 marks. Bids receiving 75 marks and above would qualify for financial evaluation and the weightage of the technical bids and financial bids as 70:30.

The Selected bidder shall be the first ranked bidder (having the highest combined score).

As an example, the following procedure can be followed. In response to the RFP, 3 proposals, A, B & C were received. **The technical evaluation committee awarded them 75, 80 and 90 marks respectively.** The minimum qualifying marks were 75. All the 3 proposals were, therefore, found technically suitable and their financial proposals were opened after notifying the date and time of bid opening to the successful participants. The price evaluation committee examined the financial proposals and evaluated the quoted prices as under:

Proposal	Evaluated cost
A	Rs. 120.
B	Rs. 100.
C	Rs. 110.

Using the formula  $LEC \times 100 / EC$ , where LEC stands for lowest evaluated cost and EC stands for evaluated cost, the committee gave them the following points for financial proposals:

A: $100 \times 100 / 120$ .	= 83 points
B: $100 \times 100 / 100$ .	= 100 points
C: $100 \times 100 / 110$ .	= 91 points

In the combined evaluation, thereafter, the evaluation committee calculated the combined technical and financial score as under:

Proposal A :  $75 \times 0.70 + 83 \times 0.30 = 77.4$  points

Proposal B :  $80 \times 0.70 + 100 \times 0.30 = 86$  points

Proposal C:  $90 \times 0.70 + 91 \times 0.30 = 90.3$  points

The three proposals in the combined technical and financial evaluation were ranked as under:

Proposal A: 77.4 points H3

Proposal B: 86 points H2

Proposal C: 90.3 points H1

Proposal C at the evaluated cost of Rs. 110 was, therefore, declared as winner and recommended for negotiations/approval, to the competent authority.

**The First Rank Bidder received in the tender, will be submitted to Client Department for approval of consultant. After acceptance of the said proposal by the Client Department, the consultancy work will be awarded to the successful consultant.**

#### 5. Contract Agreement

- The Successful Bidder shall execute a Agreement (as per the model form of agreement given in **Annexure-VII**) in Rs.100/-non judicial stamp paper in the name of the Bidder bought in Uttar Pradesh only within one week from the date of Letter of Acceptance 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/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.

### **Placement of Work Order**

Work order shall be released to the selected consultant only after receipt of the work order from the client department. In case the corporation does not receive work order within the validity period of the proposal, the work order shall not be released to the consultant.

### **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.

### **Conflict of Interest**

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

- a. Conflict between consulting activities and procurement of goods, works or services: A Consultant/Consultancy concern that has been engaged to provide goods, works, or services for a project, and each of its affiliates, shall be disqualified from providing consulting services related to those goods, works or services. Conversely, a Consultant / Consultancy concern hired to provide consulting services for the preparation or implementation of a project, and each of its affiliates, shall be disqualified from subsequently providing goods, works or services for such preparation or implementation.
- b. Conflict among consulting assignments: Neither consultants (including their personnel and sub-consultants) nor any of their affiliates shall be hired for any assignment that, by its nature, may be in conflict with another assignment of the consultants. As an example, consultants hired to prepare engineering design for an infrastructure project shall not be engaged to prepare an independent environmental



assessment for the same project, and consultants assisting a client in the privatization on public assets shall neither purchase nor advise purchasers of, such assets. Similarly, consultants hired to prepare Terms of Reference (TOR) 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 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.

### **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 i.e. Office of the CM, Govt of UP. The consultant shall always support and safeguard the legitimate interests of the UPLC/Client Department i.e. Office of the CM, Govt of UP 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 project in concern and it is desirable from the consultant to deploy the domain/subject specialists, from time to time, who have adequate experience in the domain related with the project. The deployed resources should be dedicated in nature.
- b) Without the consent of UPLC/ Client Department i.e. Office of the CM, Govt of UP, no changes shall be made in the resources deployed on the project. If, for any reason beyond the reasonable control of the Consultant, as such retirement, resignation, death, medical incapacity, among others, it becomes necessary to replace any of the Key Personnel, the Consultant shall provide as a replacement a person of equivalent or better qualifications, with approval from the UPLC/ Client Department i.e. Office of the CM, Govt of UP.
- 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/ Client Department i.e. Office of the CM, Govt of UP 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 UPLC/ Client Department i.e. Office of the CM, Govt of UP.
- 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/ Client Department i.e. Office of the CM, Govt of UP 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 Department i.e. Office of the CM, Govt of UP shall be defended in the defense of such proceedings.

### **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. Office of the CM, Govt of UP shall be received through Cheque/Draft in favouring UP 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 applicable 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.

## **21. 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 other Service Provider, 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 –

Annexure -I

SN	Particulars	Description/Details	Reference Documents	Page No.
A.	Name of Bidding Company			
B.	<b>Contact Details</b>			
	a) Address			
	b) Telephone with STD Code	Mob –		
	c) Fax			
	d) email			
	e) Website			
	f) Name of Managing Director/ CEO			



## Team Composition and Task Assignments

Annexure II

### Technical / Managerial Staff

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

Signature.....

In the capacity of.....

Duly authorized to sign proposal for

and on behalf of.....

Date.....

Place.....





**Format of Curriculum Vitae (CV) for key professional staff**

**Annexure III**

<b>Name</b>	:	
<b>Proposed Position</b>	:	
<b>Date of Birth</b>	:	
<b>Profession/ Present Designation</b>	:	
<b>Brief Description on Experience</b>	:	
<b>Overall Experience (applicable for all 3 proposed resources):</b>		
<b>Relevant Experience ():</b>		
<b>Description of Project (Include projects relevant to this Bid. Max citations 5)</b>	<b>Client</b>	<b>Role</b>
1.		
2.		
3.		

**Education:**

<b>Degree</b>	<b>Date/s</b>	<b>Institute</b>	<b>Location</b>

**Employment Record:**

<b>Organization</b>	<b>Period</b>	<b>Designation</b>	<b>Job Profile</b>
1.			
<b>(Add rows if required)</b>			

**Languages:**

<b>Language</b>	<b>Read</b>	<b>Write</b>	<b>Speak</b>
<b>(Add rows if required)</b>			

**Certification:**

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications, and my experience.

**Date:**

[Signature of staff member and authorized representative of the Consultant]

**Day / Month / Year**

**Full name of staff member:** .....

**Full name of authorized representative:** .....



## Format of Project Experience

## Annexure IV

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

**Project 1/2/.....:**

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



**Financial Proposal Submission Form**

**Annexure V**

Submission of Proposal against your RFP Reference No: UPLC/IT-Consultant/ **CC/06-04-2015**.

We the undersigned, offer to provide Consultancy services to UPLC for providing services for SELECTION OF CONSULTANT TO PROVIDE CONSULTANCY SERVICES FOR ESTABLISHMENT & MONITORING OF 300 SEATER CALL CENTRE

Our detail financial proposal is as follows:

<b>SN</b>	<b>Particulars</b>	<b>Basic Rate (₹)</b>	<b>Service Tax (As Applicable – 12.36%) (₹)</b>	<b>Total Cost for Assignment (₹)</b>
1	Cost of Providing Services For SELECTION OF CONSULTANT TO PROVIDE CONSULTANCY SERVICES FOR ESTABLISHMENT & MONITORING OF 300 SEATER CALL CENTRE as per Scope of Work mentioned in Section III			
<b>Total Cost</b>				
<b>Total Financial quote of the captioned assignment in words</b>		<b>Rupees</b>		



## Proposal Submission Form

Annexure VI

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-CONSULTANT/  
CC/06-04-2015**

Dear Sir,

Having examined the RFP document, we, the undersigned, herewith submit our response to your RFP reference No. **UPLC/IT-CONSULTANT/CC/06-04-2015** for providing consultancy services TO PROVIDE SERVICES FOR SELECTION OF CONSULTANT TO PROVIDE CONSULTANCY SERVICES FOR ESTABLISHMENT & MONITORING OF 300 SEATER CALL CENTRE, 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 UPLC/IT-CONSULTANT/ **CC/06-04-2015** 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



**Format of Agreement**

**Annexure VII**

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

This agreement is made this .....day of.....2015 at Lucknow between M/s.....

.....(name of the “Consultant” SELECTION OF CONSULTANT TO PROVIDE CONSULTANCY SERVICES FOR ESTABLISHMENT & MONITORING OF 300 SEATER CALL CENTRE the project of Office of the CM, Govt of 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 PROVIDE SERVICES FOR SELECTION OF CONSULTANT TO PROVIDE CONSULTANCY SERVICES FOR ESTABLISHMENT & MONITORING OF 300 SEATER CALL CENTRE, in accordance with all the terms and conditions contained in the Tender Document No. **UPLC/IT-Consultant/ CC/06-04-2015** and also the terms and conditions contained in the subsequent corrigendum 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 OF .....TWO THOUSAND AND FIFTEEN

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*

*Annexure VIII*

**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 guarantee during its currency except with the previous consent of the Government in writing.

Dated the \_\_\_\_\_ day of \_\_\_\_\_  
for \_\_\_\_\_  
(Indicate the name of Bank).

**Instructions for furnishing Bank Guarantee**

1. The Bank Guarantee by Indian Bidders will be given on non-judicial stamp paper as per stamp duty applicable at the place from where the purchase Agreement has been placed. The non-judicial stamp paper should be in name of the issuing bank.
2. The expiry date as mentioned in the RFP should be arrived at by adding 30 days to the Agreement completion date unless otherwise specified in the Bidding documents.

The Bank Guarantee by Indian Bidders will be given from Scheduled Bank only. The Foreign Bidders will give Bank Guarantees from an Indian Bank situated in that country.