



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

**10, Ashok Marg, Lucknow-226001**

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**REQUEST FOR PROPOSAL  
(RFP) FOR**

**“SELECTION OF CONSULTANT FOR PROVIDING CONSULTANCY SERVICES FOR  
SELECTION OF AGENCY TO IMPLEMENT CCTV AND PANIC BUTTONS IN THE  
BUSES OF UTTAR PRADESH STATE ROAD TRANSPORT CORPORATION (UPSRTC)”**

eBid Reference: UPLC\_IT\_CCTV\_PANIC\_BUTTON  
eTender Portal : <http://etender.up.nic.in>

<b>S N</b>	<b>Particulars</b>	<b>Date</b>	<b>Time</b>
1	Date of Publishing of RFP	04 JUN 2018	At 1730 Hours
2	Downloading of RFP from eTender Portal	04 JUN 2018	From 1730 Hours
3	eBid Submission Start Date	04 JUN 2018	From 1730 Hours
4	Pre-bid Queries	Upto 11 JUN 2018	Upto 1700 Hours
5	Response to Pre-bid Queries	12 JUN 2018	1600 Hours or afterwards
6	eBid Submission End Date	19 JUN 2018	1500 Hours
7	Opening of Technical eBid	19 JUN 2018	At 1700 Hours or afterwards
8	Opening of Financial eBids	To be decided at a later stage	

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

eBid Processing Fee: NIL

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## **e-BID NOTICE**

**FOR**

**REQUEST FOR PROPOSAL (RFP)**

**FOR**

**“SELECTION OF CONSULTANT FOR PROVIDING CONSULTANCY SERVICES FOR SELECTION OF AGENCY TO IMPLEMENT CCTV AND PANIC BUTTONS IN THE BUSES OF UTTAR PRADESH STATE ROAD TRANSPORT CORPORATION (UPSRTC)”**

Online eBids are invited only from those Consultant Companies, which are empanelled with U.P. Electronics Corporation Limited (vide eBid Reference no. **UPLC-CONSUL/EMP/2018** for providing Consultancy Services in Implementation of Government Projects/Schemes to U.P. Electronics Corporation Ltd (UPLC) and to the State Government Departments, on behalf of UPLC”); for the **“SELECTION OF CONSULTANT FOR PROVIDING CONSULTANCY SERVICES FOR SELECTION OF AGENCY TO IMPLEMENT CCTV AND PANIC BUTTONS IN THE BUSES OF UTTAR PRADESH STATE ROAD TRANSPORT CORPORATION (UPSRTC)”** from 1730 Hours of 04 JUN 2018 up to 1500 Hours of 19 JUN 2018. Pre-bid queries, if any, may be sent through email on [praveenuplc@gmail.com](mailto:praveenuplc@gmail.com) upto 1700 hours of 11 JUN 2018 on word/doc file format. The eBids shall be opened on 19 JUN 2018 at 1700 Hours or afterwards. The details of submission of eBids are available in the RFP document uploaded on the eTender Portal <http://etender.up.nic.in> and the Corporation’s website [www.uplc.in](http://www.uplc.in). The Corporation reserves the right to cancel any or all the eBids or annul the Bidding process without assigning any reason thereof.

Managing Director,  
U.P. Electronics Corporation Limited (UPLC)  
10, Ashok Marg, Lucknow-226 001

eBid Reference no.: UPLC\_IT\_CCTV\_PANIC\_BUTTON

**Request for Proposal (RFP) For  
SELECTION OF CONSULTANT FOR PROVIDING CONSULTANCY SERVICES FOR  
SELECTION OF AGENCY TO IMPLEMENT CCTV AND PANIC BUTTONS IN THE BUSES OF  
UTTAR PRADESH STATE ROAD TRANSPORT CORPORATION (UPSRTC)**

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U.P. Electronics Corporation Ltd (UPLC) is the nodal agency appointed by the Government of Uttar Pradesh to provide Consulting services to all the Departments of Uttar Pradesh.

SERVICES BEING PROVIDED BY THE UPLC:

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

## SECTION I: LETTER OF INVITATION

1. Through this Request for Proposal (RFP), it is intended to invite e-Bids for “**SELECTION OF CONSULTANT FOR PROVIDING CONSULTANCY SERVICES FOR SELECTION OF AGENCY TO IMPLEMENT CCTV AND PANIC BUTTONS IN THE BUSES OF UTTAR PRADESH STATE ROAD TRANSPORT CORPORATION (UPSRTC)**”.
2. Bidders are advised to study the eBid document carefully.
3. Submission of eBids against this tender shall be deemed to have been done after careful study and examination of the procedures, terms and conditions of the eBid document with full understanding and its implications.
4. The Corporation may, at its own discretion, extend the date for submission of eBids. In such case all the rights and obligations of the Corporation and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.
5. Only those Consultant Companies which are already empanelled with U.P. Electronics Corporation Limited vide eBid Reference no. **UPLC-CONSUL/EMP/2018** for providing Consultancy Services in Implementation of Government Projects/Schemes to U.P. Electronics Corporation Ltd (UPLC) and to the State Government Departments, on behalf of UPLC”, are eligible to participate in this Tender eBids submitted by any other bidders will be treated as non responsive and will not be considered against this eBid.
6. The eBid document is available on eTender portal <http://etender.up.nic.in> and also on UPLC's website [www.uplc.in](http://www.uplc.in). Interested Bidders may view, download the eBid document, seek clarification and submit their eBids online only on eTender portal <https://etender.up.nic.in>, up to the date and time mentioned in the table below:

<b>e-Bid Reference No.</b>	UPLC_IT_CCTV_PANIC_BUTTON
<b>Purpose</b>	Request for Proposal (RFP) for “SELECTION OF CONSULTANT FOR PROVIDING CONSULTANCY SERVICES FOR SELECTION OF AGENCY TO IMPLEMENT CCTV AND PANIC BUTTONS IN THE BUSES OF UTTAR PRADESH STATE ROAD TRANSPORT CORPORATION (UPSRTC)”
<b>Date of Publication of eBid Notice</b>	04 JUN 2018 on eTender Portal <a href="http://etender.up.nic.in">http://etender.up.nic.in</a>
<b>Last date for Submission of eBids</b>	19 JUN 2018 up to 1500 Hours
<b>Site for Submission of eBids</b>	<a href="http://etender.up.nic.in">http://etender.up.nic.in</a>
<b>eBid Inviting Officer</b>	Managing Director

Request for Proposal (RFP) for Selection of Consultant for Providing Consultancy Services for Selection of Agency to Implement CCTV and PANIC BUTTONS in the Buses of Uttar Pradesh State Road Transport Corporation (UPSRTC)

<b>Pre-bid Queries</b>	Pre-bid Queries, if any, may be sent on word/doc file format through email to :- <a href="mailto:praveenuplc@gmail.com">praveenuplc@gmail.com</a> Up to 1700 hours of 11 JUN 2018.
<b>Date of Opening of Technical eBids</b>	19 JUN 2018 at 1700 Hours or afterwards
<b>Date of Opening of Financial eBids</b>	To be decided at a later stage
<b>Venue of Opening of eBids</b>	U.P. Electronics Corporation Limited (UPLC), 10, Ashok Marg, Lucknow-226 001
<b>UPLC's email addresses</b>	uplc1ko@gmail.com , <a href="mailto:praveenuplc@gmail.com">praveenuplc@gmail.com</a>
<b>Contact numbers</b>	0522-2286808, 0522-2286809 , 0522- 4130303
<b>Fax number</b>	0522-2288583

7. UPLC reserves the right to cancel any or all the eBids or annul the eBid process without assigning any reason thereof.
8. The Bidders must upload all the required documents electronically in the PDF format except for the Financial Proposal Submission Form (BOQ) which will be electronically uploaded on the prescribed XLS format only on eTender portal <http://etender.up.nic.in>. It is suggested that the PDF Files should be made in gray scale using the minimum readable appropriate resolution so that the size of the files is minimized for fast uploading on the eTender portal <https://etender.up.nic.in>. The required electronic documents for each document label of Technical (Fee details, Annexure etc) schedules/packets can be clubbed together to make single different files for each label. The size of Single label file should not exceed 20-25 MB size.

## **SECTION II: INSTRUCTIONS TO BIDDERS (ITB)**

### ***1. DEFINITIONS***

In this Contract, the following terms shall be interpreted:

- 1 “Purchaser” or “Department” means the Purchaser with which the selected Bidder signs the Contract for the service. In this Project, the purchaser is “UPLC” which means U.P. Electronics Corporation Limited (UPLC), 10, Ashok Marg, Lucknow- 226001.
- 2 “The Consultant” means only those Consultant Companies are already empanelled with U.P. Electronics Corporation Limited vide eBid Reference no. UPLC-CONSUL/EMP/2018 for providing Consultancy Services in Implementation of Government Projects/Schemes to U.P. Electronics Corporation Ltd (UPLC) and to the State Government Departments, on behalf of UPLC”.
- 3 “e-Bid” means the Technical proposal and the financial proposal.
- 4 “Instructions to Bidders” means the document which provides interested Bidders with all information needed to prepare their Bids. This document also details out the process for the selection of the Consultant for the work mentioned in this tender document.
- 5 “Scope of work” (SOW) means Scope of work mentioned in Section III: Terms of Reference of the RFP which explains the objectives, Scope of work, activities, tasks to be performed, and expected results and deliverables of the assignment, respective responsibilities of the Purchaser and the Bidder.
- 6 “The Contract” means the agreement entered into between UPLC. and the Consultant, as recorded in the Contract Form signed by the parties, including all the attachments and appendices thereto and all documents incorporated by reference therein;
- 7 “The Contract rates” mean the charges for the various consultancy assignment payable to the Consultant under the Contract for the full and proper performance of its contractual obligations;
- 8 “Services” means the Consultancy services / Project Management Services and other obligations of the Consultant Company covered under the Contract;

9 “Day” means a calendar day.

10 “End Customer/Client Department” means U.P. State Road Transport Corporation.

## **2. THE BIDDING DOCUMENT**

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

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

### **2. Contents of eTender Document**

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

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

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

### **3. Clarifications of eTender Documents**

A prospective Bidder requiring any clarification of the eTender documents may raise his point of clarification to UPLC's e-mail [md@uplc.in](mailto:md@uplc.in), [uplclko@gmail.com](mailto:uplclko@gmail.com) or [praveenuplc@gmail.com](mailto:praveenuplc@gmail.com).



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

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

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

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

#### **5. PREPARATION & SUBMISSION OF eBIDS**

##### **1. Documents Constituting the eBid**

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

- a) Technical Proposal (Annexure I – Annexure IV)
- b) Financial Proposal (Annexure V)

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

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

It is suggested that the PDF files should be made in gray scale using the minimum

readable appropriate resolution so that the size of the files is minimized for fast uploading on the eBid portal.

**6. Period of Validity of eBids**

e-Bids shall remain valid for 180 days after the date of opening of eBids prescribed by the UPLC. The eBid validity may be increased by UPLC only upon written request by the Bidders. An eBid with validity of a shorter period than specified shall be rejected by the UPLC as non-responsive.

**7. Format and Signing of eBids**

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

**8. Submission of eBids**

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

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

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

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

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

**The Bidders have to follow the following instructions for submission of their eBids:**

For participating in eTender through the eBidding system, it is necessary for the Bidders to be the registered users of the eTender portal <http://etender.up.nic.in>. For this, the Bidders have to register themselves by depositing a fee of Rs 6000/- (Rupees Six thousand only) in the office of U.P. Electronics Corporation Limited, 10, Ashok Marg, Lucknow-226001 for getting a valid User ID and password and the required training/ assistance etc. on eTender portal <https://etender.up.nic.in>. The Bidders may contact U.P. Electronics Corporation Limited at the contact details given in Section I of eTender document.

In addition to the normal registration, the Bidder has to register with his/her Digital Signature Certificate (DSC) in the eBidding system and subsequently he/she will be allowed to carry out his/her eBids submission activities. Registering the Digital Signature Certificate (DSC) is a onetime activity till its validity. Before proceeding to register his/her DSC, the Bidder should first log on to the eBidding system using the User Login option on the home page with the Login Id and Password with which he/she has registered as enumerated in the preceding paragraph above.

For successful registration of DSC on e-Procurement portal <https://etender.up.nic.in> the Bidder must ensure that he/she should possess Class-2/ Class-3 DSC issued by any one of certifying authorities approved by Controller of Certifying Authorities, State government of India. The Bidder may also apply to office of U.P. Electronics Corporation Limited,

(UPLC) for getting DSC at the address given in the preceding paragraph above on a prescribed form available at UPLC's website [www.uplc.in](http://www.uplc.in) along with the payment of fee of Rs 1708/- per person, The Bidder is also advised to register his/her DSC on eTender portal well in advance before Bid submission end date so that he/she should not face any difficulties while submitting his/her eBid against this eTender. The Bidder can perform User Login registration/creation and DSC registration exercise as described in preceding paragraphs above even before eBid submission date starts. The UPLC shall not be held responsible if the Bidder tries to submit his/her eBids at the last moment before end date of submission but could not submit due to DSC registration or any other technical problems.

The Bidder can search for active Bids through "Search Active Bids" link, select a Bid in which he/she is interested in and then move it to 'My Bids' folder using the options available in the eBid Submission menu. After selecting and viewing the Bid, for which the Bidder intends to eBid, from "My Bids" folder, the Bidder can place his/her Bid by clicking "Pay Offline" option available at the end of the view Bid details form. Before this, the Bidder should download the Bid document and study them carefully. The Bidder should keep all the documents ready as per the requirements of eBid document in the PDF format.

After clicking the 'Pay Offline' option, the Bidder will be redirected to the Terms and Conditions page. The Bidder should read the Terms & Conditions before proceeding to fill in the Processing Fee offline payment details. After entering and saving the Processing fee details, the Bidder should click "Encrypt & Upload" option given in the offline payment details form so that "Bid Document Preparation and Submission" window appears to upload the required documents Technical Proposal Submission Form etc (Annexure "I" to Annexure "IV") of this eBid(RFP) document. The details of the Demand Draft or any other accepted instrument which is to be physically sent in original before Bid submission and date and time, should tally with the details available in the scanned copy and the data entered during eBid submission time otherwise the eBid submitted will not be accepted.

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

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

After successful submission of eBids, a page giving the summary of eBid submission will be displayed confirming end of eBid submission process. The Bidder can take a printout of the Bid summary using the "Print" option available in the window as an acknowledgement for future reference.

## **9. Deadline for Submission of eBids**

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

The UPLC may extend this deadline for submission of eBids by amending the eTender document in accordance with **ITB Clause 4**, in which case all rights and obligations of the UPLC and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

UPLC shall not consider any request for date-extension for eBid-submission on account of late downloading of eTender (RFP) by any prospective Bidder. e-Bids should be uploaded on eTender portal <https://etender.up.nic.in> on or before the date and time as mentioned in **Section I**.

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

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

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

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

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

the Bids submitted by the Bidder will be displayed. Click "View" to see the details of the Bid to be resubmitted. After selecting the "Bid Resubmission" option, click "Encrypt & Upload" to upload the revised eBids documents by following the methodology provided in clause 9 (submission of eBids) above.

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

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

## **12. Receipt and Opening of eBids by the Purchaser**

Bidders are advised to submit their eBids in 'Two-Bid' system with Technical and Financial bids separately on eTender portal.

Please note that prices should not be quoted in the Technical Bid. The Prices should be quoted in the Financial Bid only. On receipt on eTender portal, the technical proposals will be opened first by Tender Evaluation Committee (TEC) members in the office of U.P. Electronics Corporation Ltd, Lucknow.

UPLC will open all eBids, in the presence of bidder's authorized representatives who choose to attend at UP Electronics Corporation Ltd, 10, Ashok Marg, Lucknow- 226001 at date and time mentioned in Section I. The bidder's representatives who are present shall record their attendance on the attendance sheet. In the event of the specified date of eBid opening being declared a holiday for the Purchaser, the eBids shall be opened at the appointed time and place on the next working day.

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

After evaluation of technical eBids, UPLC shall notify those bidders whose eBids were considered non-responsive to the Conditions of the Contract and not meeting the Qualification Requirements indicating that they did not technically qualify for selection as Consultant Company for this project. UPLC will simultaneously notify on the eTender portal <https://etender.up.nic.in>, whose technical eBids were considered acceptable and have been shortlisted for opening of their financial eBids.

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

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

**14. Notification of Award Notification to Bidder**

Prior to the expiry of the Bid validity period, UPLC will notify the successful Bidder in writing or by fax or email, to be confirmed in writing by letter (LOI), that its proposal has been accepted. The notification of award will constitute the formation of the Agreement.

**15. Signing of Agreement**

At the same time as UPLC notifies the successful Bidder that its proposal has been accepted and UPLC shall enter into an Agreement with the successful Bidder against this assignment.

**16. 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 10% Performance Bank Guarantee (PBG) from a Scheduled Bank acceptable to UPLC, payable on demand, for the due performance and fulfillment of the Agreement by the Bidder.

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



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

### **1. About UPSRTC –**

Passenger road transport services in the state of Uttar Pradesh started on 15<sup>th</sup> May, 1947 with the operation of bus service on the Lucknow - Barabanki route by the erstwhile U.P. Government Roadways.

Subsequently, during the fourth Five Year Plan, the erstwhile UP Government Roadways was rechristened as Uttar Pradesh State Road Transport Corporation (UPSRTC) on 1-6-72 under the provisions of Road Transport Act, 1950 with the following objectives:

- For the development of the road transport sector correlated to which would be overall development of trade & industry.
- For coordination of the road transport services with other modes of transport.
- For providing or causing, the provision of an adequate, economical & efficiently coordinated road transport services to the residents of the state.

The corporation has a fleet size of over 12000 buses including both owned and hired buses and is operating over 40 lakh kilometers. UPSRTC carries over 56 crore passengers. The Corporation has 284 bus Stations of which 256 are in owned premises and 28 in rented premises.

### **Infrastructure of UPSRTC**

The corporate office of the Corporation is located at Lucknow. For efficient functioning, the corporation has been divided into 20 regions and 115 depots. Each region & Depot has a workshop for repair and maintenance work, apart from which the Corporation has 11 tyre shops, a car section and a driver's training school. For heavy maintenance and repair of vehicles, reconditioning of major assemblies, renovation of buses and construction of bodies on new chassis. two Central workshops have been established in Kanpur; Central Workshop, Rawatpur and Dr. Ram Manohar Lohia Workshop, Allen forest.

### **My Safe Bus Initiative**

This initiative of the Corporation for empowerment of women passengers in public transport. is funded by the Government of India under Nirbhaya Grant. The broad idea under the relevant components of the initiative called TriNetra & AdiSHAKTI is to enable all moving buses with IT technologies such that a woman in distress can communicate with the redressal mechanism and the AdiSHAKTI & UP100 jointly can provide redressal to ensure that travel in public transport system is safe.

### **Women Empowerment – MySafe Bus Initiative**

Vision –Creating an environment of on board safety for travelling women in public transport systems.

**Methodology** - CCTV based monitoring, panic button for raising alarm / alert, redressal mechanism by all women AdiShakti group creating awareness.

## **2. Scope of Work**

With a broad objective listed above UPSRTC is interested to hire the services of a Consultant to provide Technical Expertise, Bid Process Management for identification of a Systems Integrator and an Agreement to get the project implemented (along with operations & maintenance for 5 years) and Project Management Consultancy to monitor timeliness and quality of implementation at field level till complete project is GoLive. This team of Consultant shall be working in close coordination with the UPSRTC team.

Further, the consultant shall also be expected to assist in assignment allied to the said project like identification of a Media Agency for conducting the Advocacy. Advertisement & Publicity campaigns as required and also carrying out competitions (essay, slogan, logo, short films, mobile apps, etc.) amongst the youth with a view to advocacy and analyzing/making use of the received entries to this end. The selected consultant shall not be responsible for identification of Media Agency. However, Campaigning & advertising is a mandatory requirement of the project, hence the selected

consultant will assist UPSRTC in providing relevant input as campaign/advertisement theme and strategy.

**Following is the indicative description of the scope of work for the Consulting firm under this project**

- a) To prepare whole Tender Document to be floated as e-tender for selection of SI.
- b) Complete Eligibility criteria of bidder and imposition of such terms and conditions so that incompetent bidder may not participate in the bidding process.
- c) Selected Consultant will have to prepare bid document, to organize pre-bid conference, to give answers the questions raised about the any clause of Tender Document to the prospective bidder and to provide suggestions to the Managing Director, UPSRTC that which suggestions should be incorporated after the pre-bid conference.
- d) After the preparation of the bid documents, getting it examined by the Committee formed by Managing Director.
- e) To make presentation before the Tender committee apprising each and every clause of the tender document and get approval.
- f) After pre-bid conference amendments are finalized and approved by the tender committee shall be uploaded by the Consultant.
- g) To evaluate technically after e-tendering on the tender document received through e-tendering process.
- h) To examine each and every document attached with the tender document by the bidder and if any document is found to be doubtful, to seek clarifications from such bidders.
- i) Evaluation of technical bid, bidder qualified in such evaluations, consultant will be present at the time of opening of financial bid by the tender committee formed by the Managing Director.
- j) Examination of rates of quoted by the bidder.
- k) Comparison of rates quoted by the successful bidder who has been already working in respective states.

- l) After finalization of the selection of the successful bidder, examine the performance guarantee / performance security deposited by the bidder before the signing of the agreement.
- m) To complete all the steps for signing of the agreement between UPSRTC and selected bidder, including preparation of draft agreement to be done between the parties.
- n) The consultant will do the PMC work till the tenure of the contract.

**3. 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 IT/ITES/e-Governance projects/transport sector.
- 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 resource(s) or deployment of additional man-power, if any, the decision of Department shall be final and binding.

SN	Type of Resource/ Expertise	Number (Minimum)	Requirement
1	<b>Project Manager / Team Leader</b>	01	Full Time
2	<b>Procurement Expert/ Bid Process Expert</b>	01	Full Time
3	<b>Subject Matter (Domain) Expert</b>	01	Full Time
4	<b>Contractual Expert</b>	01	As and When Required

#### 4. Project Timeframe and Milestone

SN	Activity	Timeline (in days)
1.	Submission of final draft of the Final RFP	T1=T0+21
2.	Approval of RFP by UPSRTC	T2=T0+28
3.	Publishing of the RFP for competitive bidding	T3=T0+30
4.	Bid Submission	T4=T0+51
5.	Bid Process Management & Submission of Report to the Client Department & Issue of work order to the selected Bidder/Bidders and Contract Finalization	T5=T0+64
6.	Signing of the Agreement	T6=T0+70
7.	Project Monitoring	T7 = T0 + 365

**T0 = Date of LOI issuance.**

#### 5. Penalty for delay:

a) If progress of the assignment is not as per the agreed milestones, the consultant shall be liable to pay 2% of the quoted fee as penalty up to two weeks beyond the milestones fixed and in the case of delay of four weeks beyond the milestone fixed the penalty will be 5% of the quoted fee. In case of dispute, the matter will be referred to the end customer i.e. Managing Director, UPSRTC, Lucknow, on behalf of UPSRTC whose decision will be final and binding on both the parties.

#### b) Drop Dead Fee:

- (i) Drop Dead Fee shall be payable to consultant by UPSRTC if the project is dropped / abandoned or put on hold by the Government for more than a year.
- (ii) Drop Dead Fee shall be limited to 10% of the remaining consultancy fee as compensation, after he has been paid for the work done upto start of drop dead period.

#### 6. Payment Schedule:

*Payment will be released to selected consultant subject to the payment received from client department i.e. U.P. State Road Transport Corporation, Lucknow as per following payment terms & conditions:*

SN	Particulars	Payment Schedule
1.	Submission of final draft of the Final RFP	5% of Consultancy fee
2.	Approval of RFP by Department of UPSRTC	5% of the Consultancy fee
3.	Publishing of the RFP for competitive bidding & Bid	15% of the Consultancy fee

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SN	Particulars	Payment Schedule
	Process Management (floating RFQ/RFP, Pre-bid meeting, Corrigendum, receipt of e-bids, evaluation, approval by UPSRTC Committee, LoI, Agreement)	
4.	Project Management Consultancy	
a.	Pilot Implementation in 2 select Regions and acceptance by UPSRTC A jointly signed authentication report of consultant & Regional Committee of UPSRTC clearly stating the fitment & functionality in numbers for each stage shall make the basis of the payment to the consultant.	15% of Consultancy fee
b.	Replication in 18 Regions by 6 parallel teams doing 3 Regions each in a timeline of 2 months per Region  A jointly signed authentication report of consultant & Regional Committee of UPSRTC clearly stating the fitment & functionality in numbers for each stage shall make the basis of the payment to the consultant.	20% each on completion of each lot of <b>6</b> Regions and acceptance of Go-Live by UPSRTC  = 3 lots of 6 Regions x 20% = 60%
<b>Total</b>		<b>100% Consultancy fee</b>

**Note:**

1. The financial quote shall take into account all expenses and tax liability including GST etc. The financial quote shall include all remuneration for all the Consulting firm's personnel including travel, Lodging and Boarding.
2. All payments will be made to the Nodal Agency who shall inter-alia pay to the appointed Consultant.
3. All manpower deputed by the Consultant will be stationed at UPSRTC for the entire duration of the Project as above.
4. Logistics Support & Support (limited to office infrastructure only) for the above assignment shall be provided by UPSRTC and the Consultant shall work in coordination with UPSRTC team.

**7. Term and Extension of the Contract**

1. The term of this Contract with **selected Consultant** shall be initially for a period of **one year** from the effective date of signing of contract or issuance of LoI whichever is earlier. However, if the work allotted under the contract is completed before the above

quoted period then the actual period would be treated as period of contract.

2. If the delay occurs due to circumstances beyond control of the bidder such as strikes, lockouts, fire, accident, defective materials, delay in approvals or any cause whatsoever beyond the reasonable control of the Bidder, a reasonable extension of time shall be granted by the UPSRTC after evaluation of the reason quoted
3. UPSRTC shall reserve the sole right to grant any extension to the term above mentioned and shall notify in writing to the Bidder. The decision to grant or refuse the extension shall be at the UPSRTC discretion and such extension of the contract, if any, shall be as per terms agreed mutually between the UPSRTC and the Bidder.
4. Where the UPSRTC is of the view that no further extension of the term be granted to the Bidder, the UPSRTC shall notify the Bidder of its decision at least 2 (two) months prior to the expiry of the Term. Upon receipt of such notice, the Bidder shall continue to perform all its obligations here under, until such reasonable time beyond the Term of the Contract within which, the UPSRTC shall either appoint an alternative agency/Bidder or create its own infrastructure to operate such Services as are provided under this Contract.
5. The Contract is initially for **One Year** from the date of award of contract. However, the same may be further extended on revised rate of maximum 10% increase in the rate quoted by bidder for a defined period thereof on same terms & conditions on mutually agreed basis.

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

Only those Consultant Companies which are already empanelled with U.P. Electronics Corporation Limited vide eBid Reference no. **UPLC-CONSUL/EMP/2018** for providing Advisory Services to UPLC/State Government Departments, are eligible to participate in this Tender. eBids submitted by any other bidders will be treated as non-responsive and will not be considered against this eBid.

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

### 1) Minimum Qualification Criteria:

- a) The bidder should not have been blacklisted by any agency of the central government, public sector undertaking or by any department of State Government in India
- b) The bidder should have positive Net Worth in the last three financial year(s)

### 2) Technical Evaluation criteria

The Technical Evaluation of the proposals shall be based on following parameters:

SN	Evaluation Criteria	Marking Scheme	Maximum Marks	Document Required	Self-Assessed Marks
<b>1</b>	<b>Project Experience</b>				
1.1	Advisory services for State Road Transport Organization / Passenger Transport organisation Projects in India where consultancy value is minimum 15 lakhs (5 points for each project)	3 Project = 15 Marks 2 Project = 10 Marks 1 Project = 5 Marks  Additional marks for each project advisory services in SRTUs = 10 Marks Max. marks = 25 Marks	25	Copy of LOI/LOA/ W O/ Agreement /Client certificate	
1.2	Should have experience, as prime consultant, of CCTV surveillance /PANIC BUTTON projects in Government departments / organizations / PSU / <b>Institution</b> with value more than Rs. 25 lakhs each in last 5 years (till the date of Bid	1. More than 2 projects of which one project of surveillance has gone live – 15 marks  2. Two projects of which one has gone live – 10 marks	20	Credentials and work orders for each of these projects must be produced as part of the technical bid. <b>For at least one of these</b>	



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SN	Evaluation Criteria	Marking Scheme	Maximum Marks	Document Required	Self-Assessed Marks
	submission). At least one of the projects should have gone live.	3. One project which has gone live – 5 marks  Additional marks for CCTV surveillance projects with dynamic connectivity = 5 marks  0 projects – 0 marks Max Marks = 20		<b>projects, proof of project go-live, such as client certificate should be enclosed.</b>	
1.3	Experience of executing consulting assignments in Transport/Police/ Health Emergency Response System domain with Central or any of the State Governments in India with consulting value more than INR 25 lacs, in the last 5 years (till the date of Bid submission.). Out of these, at least one project should be operational.	3 projects or more (out of which 1 project has gone live) – 15 marks  2 projects (out of which 1 project has gone live) – 10 marks  1 project (out of which 1 project has gone live) – 5 marks  <b>0 projects – 0 marks</b>  <b>Max Marks = 15 marks</b>	15	Credentials and work orders for each of these projects must be produced as part of the technical bid. <b>For at least one of these projects, proof of project being operational, such as client certificate should be enclosed.</b>	
1.4	Experience in providing consultancy for managing Bid process for large-scale computerization projects (Consultancy contract value > 25 lakhs) in the last 5 years (5 points for each project)	3 projects or more (out of which 1 project has gone live) – 15 marks  2 projects (out of which 1 project has gone live) – 10 marks  1 project (out of which 1 project has gone live) – 5 marks  <b>0 projects – 0 marks</b> <b>Max. marks=15</b>	15	Copy of LOI/LOA/ W O/ Agreement /Client certificate	
1.5	Consultancy services for the Program Management of IT/e-governance related project covering state level/central level implementation and monitoring (Consultancy contract value > 25 lakhs) in the last 5 years )	3 projects or more (out of which 1 project has gone live) – 2.5 marks  2 projects (out of which 1 project has gone live) – 2 marks  1 project (out of which 1 project has gone live) – 1	2.5		

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SN	Evaluation Criteria	Marking Scheme	Maximum Marks	Document Required	Self-Assessed Marks
		mark 0 projects – 0 marks			
	<b>TOTAL 1 (Project Experience)</b>		<b>77.5</b>		
<b>2</b>	<b>Proposed Manpower</b>				
2.1	<b>Project Manager / Team Leader</b>	<p align="center"><i>Experience –</i>  <i>Mandatory Minimum 3 years as Project/Team leader</i>  <i>&gt;7 years–3Marks</i>  <i>5 to 7 years - 2Marks</i>  <i>&lt;5 Years - 0 Marks</i>  <i>Qualification -</i>  <i>MBA + Engineering degree – 2Marks</i>  <i>Engineering degree - 1Mark Others - 0 Marks</i>  <i>Total = 5Marks</i>  <i>Others - 0 Marks</i>  <i>Total = 5Marks</i></p>	5	<i>Resume of the proposed staff</i>	
2.2	<b>Procurement Expert/ Bid Process Expert</b>	<p align="center"><i>Experience – minimum 3 year in similar capacity</i>  <i>&gt;6 years– 3Marks</i>  <i>3 to 6 years–2Marks</i>  <i>&lt;3 Years - 0 Marks</i>  <i>Qualification -</i>  <i>MBA + Engineering degree – 2Marks</i>  <i>Engineering degree - 1Marks Others - 0 Marks</i>  <i>Total = 5 Marks</i></p>	5	Resume of the proposed staff	
2.3	<b>Subject Matter(Domain) Expert</b>	<p align="center"><i>Experience –</i>  <i>&gt;6years –3 Marks</i>  <i>3 to 6 years-2 Marks</i>  <i>&lt;3Years-0 Marks</i>  <i>Qualification –</i>  <i>Post Graduate in Engineering degree in CS / Electronics– 2 Marks</i>  <i>B.Tech / BE degree in CS / Electronics -1Mark Others - 0 Mark</i>  <i>Total = 5Marks</i>  <i>Domain Expert should be a person with above</i></p>	5	Resume of the proposed staff	

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SN	Evaluation Criteria	Marking Scheme	Maximum Marks	Document Required	Self-Assessed Marks
		academic qualification and with work experience in same capacity with minimum 1 year in project of CCTV/Panic Button based surveillance system			
2.4	<b>Contractual Expert</b>	Degree in Law is mandatory requirement 1. Experience ->7 years -3 Marks 4 to 7 years-2 Marks <4 Years - 0 Marks  2. Experience in Transport Sector -2Marks Others - 0 Mark Total = 5 Marks	5	Resume of the proposed staff	
	<b>Total 2 Proposed Manpower</b>		<b>20</b>		
3	Net Worth of the Firm in the last financial year	Net Worth of the Firm in the last financial year ≥ 200 crs= 2.5 marks > 100 ≤ 200crs= 2 marks 0 to 100 =1 mark Max Marks =2.5 marks.	2.5	Certified by CA Certificate to be attached	
	<b>Total 3</b>		<b>2.5</b>		
	<b>Grand Total</b>		<b>100</b>		

The (project) experiences that would be claimed by the Applicant against any criteria both for eligibility as well as for technical evaluation must have been executed as the primary consultant by the Applicant's legal entity submitting the bid for this RFP. Extension work orders on an existing project will not be counted as separate projects. All experiences should be from India. Minimum score of 70 marks is required in the evaluation process. Only those bids having minimum score would be eligible for opening of financial bids. If marks in 1.2 are 0, the firm shall be treated as disqualified and non-responsive and their bids shall be summarily rejected. Technical e-Bids of those bidders which are not empaneled with U.P. Electronics Corporation Limited (UPLC) vide e-Bid reference no- UPLC-CONSUL/EMP/2018 for providing consultancies services in implementation of Government Projects / Schemes to U.P. Electronics Corporation Limited (UPLC) and to the State Government Departments on behalf

of UPLC, will be treated as non-responsive and their bids shall be summarily rejected.

### **3) Financial evaluation**

**The financial proposals of only technically shortlisted applicants will be opened and will be ranked in terms of their total evaluated cost.** Based on the criteria and the total score, the technical scores will have a weightage of 70%. The financial proposals will be allotted a weightage of 30%.

The proposal with the lowest cost shall be given a financial score of 100 and other proposals given financial scores that are inversely proportional to their prices. The total score shall be obtained by weighing the quality and cost scores and adding them up.

On the basis of combined weighted score for quality and cost, the applicants shall be ranked in terms of total score obtained. The proposal obtaining the highest total combined score in evaluation of quality and cost will be ranked as H1 followed by the proposals securing lesser marks as H2, H3, etc. The firm securing the highest combined marks (H1) will be considered for award of the Contract.

$$\text{Total Score} = (\text{Technical Score} \times 0.70 + \text{Financial Score} \times 0.30)$$

Evaluations will be based on documentary evidence submitted by the Applicants. Documentary evidences will be signed contracts/agreements, or work-orders (or award letters).

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

The evaluation of e-Bids shall be carried out by Tender Evaluation Committee (TEC), which shall be constituted by U.P. Electronics Corporation Limited (UPLC) consisting of members from Finance & Accounts, Legal and technical department of UPLC and two representatives (Financial Controller or equivalent from Finance/Accounts department and another representative from technical side; and well versed (भिज्ञ) with the said Scheme) nominated by the client department. The TEC will evaluate the bids in two steps i.e. Technical and Financial.

### **5) Negotiations**

Normally, there would be no post RFP negotiations.

**6) Award of Contract**

- Based on the proposal of the technically qualified bidder, work will be awarded to the Successful Bidder ranked as H-1.

**7) Contract Agreement**

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

**8) Confidentiality**

- The selected consultant will treat as confidential all data and information about the purchaser obtained during the execution of its responsibilities, in strict confidence and will not reveal such information to any other party without prior written approval of the Purchaser.

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

Without limitation on the generality of this rule, consultant shall not be permitted to perform themselves directly or indirectly in totality or in part, by any of its associated company/Firm/society or any entity with business interest, any of the subsequent implementation job concerned with the Project, for which the Consultancy has been awarded to the Consultant.

### **1. Application**

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

### **2. Conflict of Interest**

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

- a Conflict between consulting activities and procurement of goods, works or services: A Consultant/Consultancy concern that has been engaged to provide goods, works, or services for a project, and each of its affiliates, shall be disqualified from providing consulting services related to those goods, works or services. Conversely, a Consultant/ Consultancy concern hired to provide

consulting services for the preparation or implementation of a project, and each of its affiliates, shall be disqualified from subsequently providing goods, works or services for such preparation or implementation.

- b. Conflict among consulting assignments: Neither consultants (including their personnel and sub-consultants) nor any of their affiliates shall be hired for any assignment that, by its nature, may be in conflict with another assignment of the consultants. As an example, consultants hired to prepare engineering design for an infrastructure project shall not be engaged to prepare an independent environmental assessment for the same project, and consultants assisting a client in the privatization on public assets shall neither purchase nor advise purchasers of, such assets. Similarly, consultants hired to prepare Terms of Reference (TOR) and Scope of Work for an assignment shall not be hired for the assignment in question.
- c. Relationship with Employer's staff: Consultants (including their personnel and sub-consultants) that have a business or family relationship with such member(s) of the Employees (UPLC) staff or with the staff of the project implementing agency, who are directly or indirectly involved in any part of ;
  - (i) The preparation of the TOR of the contract,
  - (ii) The selection process for such contract, or
  - (iii) Supervision of such contract; may not be awarded a contract unless it is established to the complete satisfaction of the employing authority, for the reason to be recorded in writing, that such relationship would not affect the aspects of fairness and transparency in the selection process and monitoring of consultant's work.

### **3. Unfair Competitive Advantage**

Fairness and transparency in the selection process require that consultants or their affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to the assignment in question. To that end, the request for proposals and all information would be made available to all short-listed consultants together.

**4. Disclaimer clause**

The Employer or any of its officers, employees, contractors, agents or advisers, subject to any law to the contrary, shall not be liable for any loss or damage (whether foreseeable or not) suffered by any person acting on or refraining from acting because of any information including forecasts, statements, estimates, or projections contained in this RFP document or conduct ancillary to it whether or not the loss or damage arises in connection with any negligence, omission, default, lack of care or misrepresentation on the part of Employer or any of its officers, employees, contractors, agents or advisers.

**5. Disclosure of Interests and Links**

The Bidders should disclose whether the Bidder (of this RFP) Company or its any of its associated company/firm/society or any entity with business interest, are already empanelled with or have applied for their empanelment with UPLC under any of the business activities such as Software or Hardware or Computer Education and Training, etc. or with business interest, any of the subsequent implementation job concerned with the Project. The bids of such bidders will not be considered.

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

**6. Standards of Performance.**

The consultant shall perform the services and carry out its obligations under the contract with due diligence efficiency and economy in accordance with generally accepted professional standards and practices. The consultant shall always act in respect of any matter relating to this contract as faithful advisor to the UPLC/Client Department. The consultant shall always support and safeguard the legitimate interests of the UPLC/Client Department in any dealings with the third party. The consultant shall abide by all the provisions/Acts/Rules etc. of Information Technology prevalent in the country. The consultant shall conform to the standards laid down in the RFP in totality.



## **7. Consultant Personnel**

- a) The Consultant shall deploy and provide such qualified and experienced personnel as may be required to perform the services under the requirement of project. There are specialized domains of e-Governance and it is desirable from the consultant to deploy the domain/subject specialists, from time to time, who have adequate experience in the domain related with the project. The deployed resources should be dedicated in nature.
- b) Without the consent of UPLC/Client Department. No changes shall be made in the resources deployed on the project. If, for any reason beyond the reasonable control of the Consultant, as such retirement, resignation, death, medical incapacity, among others, it becomes necessary to replace any of the Key Personnel, the Consultant shall provide as a replacement a person of equivalent or better qualifications, with approval from the UPLC/ Client Department.
- c) Maximum number of replacements to be made in the team of resources deployed on the required project shall not exceed beyond 3 for one year of the contract signed between UPLC and Consultant.
- d) Consultant shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.
- e) If the UPLC requests to replace resource(s), then Consultant shall be required to replace the resource(s) within 4 weeks from the date of request raised.

## **8. Applicable Law**

Applicable Law means the laws and any other instrument having the force of law in India as may be issued and in force from time to time. The Contract shall be interpreted in accordance with the laws of the Union of India and the State of Uttar Pradesh.

## **9. Assignment and Subcontracting**

- a) Consultant shall not assign or transfer this contract or part thereof to any other party without written consent of the UPLC.
- b) For the purpose of the liabilities under this Bid, the Bidder will be considered as a solely liable for delivery of all the components of the Bid and scope of work.

#### **10. Intellectual Property Rights**

No services covered under the Contract shall be sold or disposed by the Consultant in violation of any right whatsoever of third party, and in particular, but without prejudice to the generality of the foregoing, of any patent right, trademark or similar right, or any charge mortgage or lien. The Consultant shall indemnify the UPLC/ Client Department from all actions, costs, claims, demands, expenses and liabilities, whatsoever, resulting from any actual or alleged infringement as aforesaid and at the expenses of the Consultant, the UPLC/ Client shall be defended in the defense of such proceedings.

#### **11. Governing Language**

The Contract shall be written in English Language. All correspondences and other documents pertaining to the contract, which are exchanged between the parties, shall be written in the English/Hindi.

#### **12. Payment Terms**

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

#### **13. Taxes**

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

#### **14. Termination of Contract**

The Consultant's association with the UPLC will terminate in case of following conditions:

- a) The term of Contract expires.
- b) Performance is below expected level
- c) Non-adherence to the timelines of the project.
- d) Quality of work is not satisfactory and not acceptable.

#### **15. Termination for Insolvency, Dissolution etc.**

The UPLC may at any time terminate the Contract by giving written notice to the Consultant, if the Consultant becomes bankrupt or otherwise insolvent or in case of dissolution of company or winding up of company. In this event termination will be

without compensation to the Consultant, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the UPLC.

#### **16. Limitation of Liability**

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

#### **17. Fraud and Corruption**

Under the policy of “U.P. Electronics Corporation Limited” policy, the Bidder, if selected shall have to observe the highest standard of ethics during the selection and execution of such contracts. In pursuance of this policy, the UPLC:

- ❖ Defines, for the purposes of this provision, the terms set forth below as follows:
  - “Corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution; and
  - “Fraudulent practice” means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the “UPLC” and includes collusive practices amongst consultant (prior to or after submission of proposals) with Service Provider empanelled with UPLC, designed to establish prices at artificial, noncompetitive levels and to deprive the “UPLC” of the benefits of free and open competition.
- ❖ Will reject a proposal for award if it determines that the consultant recommended for award is/was engaged in corrupt / fraudulent / coercive activities in getting the contract in question;
- ❖ Will cancel the consultant’s contract if it at any time determines that its representatives are engaged in corrupt or fraudulent practices.
- ❖ Will declare a consultant ineligible, either indefinitely or for a stated period of time, to be awarded a “UPLC” contract if it at any time determines that the consultant has engaged in corrupt or fraudulent practices in getting or executing the “UPLC” contract;
- ❖ Will have the right to have them audited by auditors appointed by the “UPLC”
- ❖ Will cancel the contract if at any stage it comes to know that the selected Consultant or Consulting Company has any relation with any of the members of Tender Evaluation Committee (TEC) or the decision making authorities.

## SECTION VI

### Annexure-I: TECHNICAL PROPOSAL SUBMISSION FORM

#### CONSULTANT'S GENERAL INFORMATION

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

**Signature .....**

**In the capacity of .....**

**Duly authorized to sign proposal for and on behalf of .....**

**Date.....**

**Place.....**

**Annexure-II: TEAM COMPOSITION AND TASK ASSIGNMENTS**

**Staff details:**

S. No.	Name	Qualification	Position	Task

**Project Experience Details**

S. No	Details	
1.	Project Name	
2.	Client Name & Details	
3.	Project Value (INR)	
4.	Project Description	
5.	Services Provided by the Consultant	

**Signature .....**

**In the capacity of .....**

**Duly authorized to sign proposal for and on behalf of .....**

**Date.....**

**Place.....**

**Annexure III: FORMAT OF CURRICULUM VITAE (CV) FOR KEY PROFESSIONAL STAFF**

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

## **Annexure IV: PROPOSAL SUBMISSION FORM**

To,

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

Ref: Submission of Proposal against Tender Reference No:  
UPLC\_IT\_CCTV\_PANIC\_BUTTON

Dear Sir,

Having examined the RFP document, we, the undersigned, herewith submit our response to your RFP reference No. UPLC\_IT\_CCTV\_PANIC\_BUTTON for “**SELECTION OF CONSULTANT FOR PROVIDING CONSULTANCY SERVICES FOR SELECTION OF AGENCY TO IMPLEMENT HIGH SECURITY REGISTRATION PLATES (HSRP) IN THE STATE OF UTTAR PRADESH**” by the Uttar Pradesh Electronics Corporation Limited”, in full conformity with the said Tender document and our Technical proposal (Bid).

1. Our proposal shall be binding upon us subject to the modifications resulting from contract negotiations, up to expiration of the validity period of the proposal.
2. We would like to declare that we the Bidder (of this Tender) Company or its any of its associated Company/ Firm/ Society or any entity with business interest, are neither already empanelled with nor have applied for their empanelment with UPLC under any of the business activities such as Software or Hardware or Computer Education and Training, etc. or with business interest, any of the subsequent IT implementation job concerned with the Project. We know that such bids will not be considered.
3. We would like to declare that we the Bidder (of this Tender) Company or any of its associated company/Firm/society or any entity do not have any with business interest association or link in any manner with the Consultant Evaluation Committee members or its family members of his/hers associated this Tender. We know that such bids will not be considered.
4. We would like to declare that we are not involved in litigation with, and we are not under a declaration of ineligibility by, any Central/State/UT Government in India for corrupt or fraudulent practices.

5. We hereby declare that we have not been blacklisted by any State/Central/UT Government Department/Organization/ Institution upto the bid submission date.
6. We declare that we have not been charged with any fraudulent activities by any Central/State/UT Government Department /Organization/Institution.
7. We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will indulge in bribery or any prohibited acts and behavior and we shall be responsible for any such acts.
8. We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act, 1988."
9. We understand that UPLC is not bound to accept any or all bids received in response to this Tender.
10. We agree to abide by all the terms and conditions mentioned in the Request for Proposal Reference No. UPLC\_IT\_CCTV\_PANIC\_BUTTON for selection of Consultant against this tender.
11. We agree to abide by all the terms and conditions of the Tender and also all the terms and conditions of the Contract that will be issued by UPLC in case we are selected as Consultant against this tender by the UPLC.

We remain,

Yours sincerely,

Authorized Signature:

Name and Title of Signatory: Seal of Bidder Company



**Annexure V: FINANCIAL PROPOSAL SUBMISSION FORM (BOQ)**

Ref: Submission of Proposal against your RFP Reference No. UPLC\_IT\_CCTV\_PANIC\_BUTTON  
Our detailed financial proposal is as follows:

S. No.	Particulars	Basic Price (INR)	Applicable GST (Presently it is @18%)	Total for project	Cost the
1	Total Cost of Providing Consulting Services as per the Scope of Work and Terms of Reference mentioned in Section III of the RFP				
<b>Total cost in words</b>					

Note: - The applicable rate of GST will be applicable.

A separate Excel sheet of Financial bid format (BOQ) has been published along with the RFP and shall have to be uploaded duly filled-in on the eTender portal.

**Annexure VI: FORMAT OF PROFORMA OF BANK GUARANTEE  
TOWARDS PERFORMANCE SECURITY**

**PERFORMANCE GUARANTEE**

Ref No.....

Bank Guarantee No

Dated : .....

IN consideration of the Governor of Uttar Pradesh (hereinafter called "the Government") having agreed; to exempt (hereinafter called "the said Contractor(s)") from the demand, under the terms and conditions of an Agreement, dated made between and for (hereinafter called "the said Agreement"), of security deposit for the due fulfillment by the said Contractor(s) of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs..... (Rupees ..... only) we, ..... (indicate name of the Bank) (hereinafter referred to as "the Bank") at the request /contractor(s)/, do hereby undertake to pay to the Government an amount not exceeding Rs. against any loss or damage caused to or suffered or would be caused to or suffered by the Government by reason of any breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement.

2. We (indicate name of the Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Government stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Government by reason of breach by the said contractor(s) of any of the terms or conditions contained in the said Agreement or by reason of the contractor(s) failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.
3. We undertake to pay to the Government any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) supplier(s) in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present being absolute and unequivocal.

The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the contractor(s) supplier(s) shall have no claim against us for making such payment.

Request for Proposal (RFP) for Selection of Consultant for Providing Consultancy Services for Selection of Agency to Implement CCTV and PANIC BUTTONS in the Buses of Uttar Pradesh State Road Transport Corporation (UPSRTC)

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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 (RFP Ref No. ....) should be arrived at by adding 30 days to the Agreement completion date unless otherwise specified in the Bidding documents.

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

## Annexure VII: FORMAT OF AGREEMENT

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

This agreement is made this .....day of .....2018 at Lucknow between M/s.....(name of the Consultant Company selected through the bidding process against the RFP (RFP Ref. No. UPLC\_IT\_CCTV\_PANIC\_BUTTON) for “SELECTION OF CONSULTANT FOR PROVIDING CONSULTANCY SERVICES FOR SELECTION OF AGENCY TO IMPLEMENT CCTV AND PANIC BUTTONS IN THE BUSES OF UTTAR PRADESH STATE ROAD TRANSPORT CORPORATION (UPSRTC)” referred to as the “First Party”, which expression shall include his heirs, executors and administrators/their successors and M/s U P Electronics Corporation Limited, 10, Ashok Marg, Lucknow (in short UPLC), referred to as the “Second Party”, through Managing Director, UP Electronics Corporation Limited, Lucknow, hereinafter include his successors and assignees.

That WHEREAS the First Party will provide consultancy services in accordance with all the terms and conditions contained in the Tender (RFP Ref. No. UPLC\_IT\_CCTV\_PANIC\_BUTTON) and also the terms and conditions contained in the subsequent corrigendum and Work Order issued by the Second Party to First Party and the same shall be binding on the First Party and shall be the integral part of this agreement.

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

Authorized Signatory of  
“First Party”

Signature:  
Name and Address:

Witness for “First Party”  
Signature:  
Name & Address

Authorized Signatory of  
“Second Party”

Signature:  
Name & Address:

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