



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

<b>Telephones:</b>	<b>0522- 2286808, 2286809, 4130303</b>	<b>Fax:</b>	<b>(0522) 2288583</b>
<b>Website :</b>	<b>www.uplc.in</b>	<b>e-mail:</b>	<b>md@uplc.in uplciko@gmail.com</b>

**REQUEST FOR PROPOSAL (RFP)  
FOR  
SELECTION OF CONSULTANT COMPANY FOR PROVIDING CONSULTANCY SERVICES  
TO ATTRACT INDUSTRIAL INVESTMENT UNDER LONG TERM INVESTMENT  
PROGRAMME**

eBid Reference : UPLC\_IT\_CONS\_UB\_SW\_2017\_3

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

<b>S N</b>	<b>Particulars</b>	<b>Date</b>	<b>Time</b>
1	Date of Publishing	14 July 2017	1330 Hours
2	Bid Submission Start Date	14 July 2017	From 1330 Hours
3	Date of receiving of Pre-Bid Queries	Up to 19 July 2017	Up to 1800 Hours
4	Bid Submission End Date	27 July 2017	Up to 1100 Hours
5	Opening of Technical eBid	27 July 2017	At 1300 Hours
6	Technical Presentation	27 July 2017	At 1500 Hours
7	Opening of Financial eBids	To be informed later	

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

e-Bid Processing Fee: NIL

**This Document Contains – 41 Pages**



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## **eBID NOTICE**

**FOR**

**“REQUEST FOR PROPOSAL (RFP)**

**FOR**

**SELECTION OF CONSULTANT COMPANY FOR PROVIDING CONSULTANCY SERVICES  
TO ATTRACT INDUSTRIAL INVESTMENT UNDER LONG TERM INVESTMENT  
PROGRAMME**

Online eBids are invited only from those Consultant Companies, which are empanelled with U.P. Electronics Corporation Limited (vide eBid Reference no. UPLC-IT-CONSUL/EMP/03-12-14 and eBid Reference no. UPLC-IT-CONSUL/EMP/27-04-2015 for providing Advisory Services to UPLC/State Government Departments); for the “SELECTION OF CONSULTANT COMPANY FOR PROVIDING CONSULTANCY SERVICES TO ATTRACT INDUSTRIAL INVESTMENT UNDER LONG TERM INVESTMENT PROGRAMME” from 1330 Hours of 14 July 2017 up to 1100 Hours of 27 July 2017. The Technical eBids shall be opened on 27 July 2017 at 1300 Hours or afterwards. The details of submission of eBids are available in the RFP document uploaded on the eTender Portal <https://etender.up.nic.in> and 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.

Deputy General Manager,  
U.P. Electronics Corporation Limited (UPLC)  
10, Ashok Marg, Lucknow-226 001

eBid Reference no.: UPLC\_IT\_CONS\_UB\_SW\_2017\_3



**Request for Proposal (RFP)**  
**For**  
**“SELECTION OF CONSULTANT COMPANY FOR PROVIDING CONSULTANCY SERVICES**  
**TO ATTRACT INDUSTRIAL INVESTMENT UNDER LONG TERM INVESTMENT**  
**PROGRAMME”**

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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 COMPANY FOR PROVIDING CONSULTANCY SERVICES TO ATTRACT INDUSTRIAL INVESTMENT UNDER LONG TERM INVESTMENT PROGRAMME”.
2. Bidders are advised to study the eBid document carefully.
3. Submission of eBids against this tender shall be deemed to have been done after careful study and examination of the procedures, terms and conditions of the eBid document with full understanding and its implications.
4. The Corporation may, at its own discretion, extend the date for submission of eBids. In such case all the rights and obligations of the Corporation and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.
5. Only those Consultant Companies which are already empanelled with U.P. Electronics Corporation Limited vide eBid Reference no. UPLC-IT-CONSUL/EMP/03-12-14 and eBid Reference no. UPLC-IT-CONSUL/EMP/27-04-2015 for providing Advisory Services to UPLC/State Government Departments, are eligible to participate in this Tender eBids submitted by any other bidders will be treated as non responsive and will not be considered against this eBid.
6. The eBid document is available on eTender portal <https://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:

eBid Reference No.	UPLC_IT_CONS_UB_SW_2017_3
Purpose	Request For Proposal (RFP) for “Selection of Consultant Company for Providing Consultancy Services to Attract Industrial Investment Under Long Term Investment Programme”
Date of Publication on e-Bid Notice and Request For Proposal (RFP)	14 July 2017 on e-Tender Portal <a href="https://etender.up.nic.in">https://etender.up.nic.in</a> and website of UPLC <a href="http://www.uplc.in">www.uplc.in</a>
Last Date for Submission of eBids on eTender portal	27 July 2017 up to 1100 Hours
Site for Submission of eBids	eTender Portal <a href="https://etender.up.nic.in">https://etender.up.nic.in</a>
eBid Inviting Officer	Deputy General Manager, email: <a href="mailto:praveenuplc@gmail.com">praveenuplc@gmail.com</a>
Date of Opening of Technical eBids	27 July 2017 at 1100 Hours or afterwards
Date and Time of Technical Presentation	27 July 2017 at 1500 hours
Date of Opening of Financial eBids	To be informed later
Venue of Opening of eBids	U.P. Electronics Corporation Limited (UPLC), 10, Ashok Marg, Lucknow-226 001
UPLC's Website address	<a href="http://www.uplc.in">www.uplc.in</a>
UPLC's email addresses	<a href="mailto:md@uplc.in">md@uplc.in</a> , <a href="mailto:uplciko@gmail.com">uplciko@gmail.com</a>
Contact numbers	0522-2286808, 0522-2286809 , 0522- 4130303
Fax number	0522-2288583

7. UPLC reserves the right to cancel any or all the eBids or annul the eBid process without assigning any reason thereof.



8. The Bidders must upload all the required documents electronically in the PDF format except for the Financial Proposal Submission Form (BOQ) which will be electronically uploaded on the prescribed XLS format only on eTender portal <https://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-226 001
- 2 “The Consultant” means only those Consultant Companies are already empanelled with U.P. Electronics Corporation Limited vide eBid Reference no. UPLC-IT-CONSUL/EMP/03-12-14 and eBid Reference no. UPLC-IT-CONSUL/EMP/27-04-2015 for providing Advisory Services to UPLC/State Government Departments.
- 3 “eBid” means the Technical proposal and the financial proposal.
- 4 “Instructions to Bidders” means the document which provides interested Bidders with all information needed to prepare their Bids. This document also details out the process for the selection of the Consultant for the work mentioned in this tender document.
- 5 “Terms of reference (ToR) and “Scope of work” (SOW) means Scope of work mentioned in Section III: Terms of Reference of the RFP which explains the objectives, Scope of work, activities, tasks to be performed, and expected results and deliverables of the assignment, respective responsibilities of the Purchaser and the Bidder.
- 6 “The Contract” means the agreement entered into between UPLC. and the Consultant, as recorded in the Contract Form signed by the parties, including all the attachments and appendices thereto and all documents incorporated by reference therein;
- 7 “The Contract rates” mean the charges for the various consultancy assignment payable to the Consultant under the Contract for the full and proper performance of its contractual obligations;
- 8 “Services” means Consultancy Services and other obligations of the Consultant Company covered under the Contract;
- 9 “Day” means a calendar day.
- 10 “End Customer/Client Department” means Udyog Bandhu, UP.

### 2. THE BIDDING DOCUMENT

#### 1. Availability of e-Tender Document

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

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



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

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

### **3. Pre-Bid Queries/Clarifications of eTender Documents**

A prospective Bidder requiring any Pre-bid queries/clarifications of the eTender document, may raise his queries/points of clarification to praveenuplc@gmail.com upto the date and time given in the RFP(Tender) document.

### **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 <https://etender.up.nic.in>.

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

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

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





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

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

The Bidder shall furnish, as part of **Technical Proposal Submission Form** (Annexure I to V), documents establishing the Technical qualification to perform the Contract. The Bidder electronically in the PDF format should submit the documentary evidence in support of the information furnished. The Bidder's eligibility criteria and 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.

## **3 Period of Validity of eBids**

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

## **4 Format and Signing of eBids**

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

## **5 Submission of eBids**

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

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

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



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

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

## **6 Deadline for Submission of eBids**

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

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

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

## **7 Late eBids**

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

## **8 Withdrawal and Resubmission of eBids**

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



cannot re-submit this Bid again.

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

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

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

## **9 Receipt and Opening of eBids by the Purchaser**

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

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

UPLC will open 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 the this project. UPLC will simultaneously notify on the eTender portal <https://etender.up.nic.in>, whose technical eBids were considered acceptable and have been shortlisted for opening of their financial eBids.



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

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

**11 Notification of Award Notification to Bidder**

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

**12 Signing of Agreement**

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

**13 Failure to abide by the Agreement**

Failure of the successful Bidder to agree with the Terms & Conditions of the 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.

**14 Bank Guarantee for Performance**

The successful Bidder shall at his own expense will deposit with UPLC, within 15 (fifteen) days after the receipt of notification of award of the Contract (Letter of Intent) from UPLC, an unconditional and irrevocable Performance Bank Guarantee (PBG) amounting to 10% of Agreement value from a Scheduled Bank acceptable to UPLC, payable on demand, for the due performance and fulfillment of the Agreement by the Bidder.

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



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

### **1. Project Background:**

Government of Uttar Pradesh is firmly focused on ensuring that the investment potential of Uttar Pradesh is duly recognized and investment intentions actually materialize within a reasonable time frame. At the same time, the state is keen to attract investors in Uttar Pradesh and sensitize them the real potential of the state. The Government of Uttar Pradesh seeks to engage the services of a professional consulting firm to attract investment, organize summit & conferences and participation in the summits organized domestically & internationally and enhance the brand image of the state as an investment destination.

Uttar Pradesh is the most populous state in India and fourth largest economy in the country with Gross State Domestic Product ('GSDP') of 12.37 lakh crore rupees in FY 2016-17. It also is the largest producer of food grains among all states in India and accounted for about 18.39 per cent share in the country's total food grain output in 2015-16. The state has become a hub for the semiconductor industry with several major players having their offices and research and development (R&D) centres in Noida.

The state's resources, policy incentives, infrastructure and climate are best suited for investments in diverse sectors such as Information Technology (IT), agro-based and food processing, light engineering goods, sports goods, textiles, leather-based, tourism and biotechnology.

The state has a well-developed social, physical and industrial infrastructure. It also has good connectivity through 48 national highways, six airports and rail links to all major cities. The state has witnessed a high rate of infrastructure growth in the recent past. There has been a considerable rise in the number of industrial clusters/hubs and Public-Private-Partnership (PPP) projects in the infrastructure domain.

- ❖ Uttar Pradesh offers enormous possibilities of enterprise and success, it is the biggest emerging market in India and the government is determined to continuously improve industry-conducive climate.
- ❖ Investor-friendly Government- Simplified procedures, Speedy on-line approvals through Web-based application-NIVESH MITRA, high level committees to monitor the implementation of projects and Helpdesk from Uttar Pradesh Udyog Bandhu.
- ❖ Improving power scenario with many new power projects planned and being established, input based franchisee system of power distribution to ensure uninterrupted quality power-supply to Industries. Government is relentlessly striving hard to make Uttar Pradesh a power surplus State.
- ❖ Ample availability of water throughout the State.
- ❖ Good connectivity and good logistic Support for investments



- ❖ Efficient telecommunication network and optical fiber connectivity in the making.
- ❖ Statewide reforms for Good law and order, best industrial relations and lowest man-days lost.
- ❖ Presence of leading IT, Biotechnology, Electronics, Telecommunications and BPO companies.
- ❖ Highly skilled manpower base- large number of Engineering Colleges, Technical and Research Institutions.
- ❖ One of the first States to introduce Single Table System and formulating it's own Special Economic Zone policy along with other industry-friendly policies as well as clearly defined guidelines for PPP projects for transparent bidding process with promise of profits and gains.
- ❖ Among the fastest growing and largest markets in India.

Despite of enormous advantages and incentives Uttar Pradesh has in store for the investors, it still faces myriad of problems which are deterring the growth of Uttar Pradesh. Uttar Pradesh reported an annual industrial growth (2004-05 constant prices) of 1.95 per cent and 1.93 per cent in 2013-14 and 2014-15 respectively, according to the NITI Aayog - among the bottom five in the country. The state is struggling even in industries that have traditionally been strong. It has also been ranked 20th out of 21 states on the 2016 State Investment Potential Index, a ranking of states on labour, infrastructure, economic climate, political stability, governance, and perceptions of a good business climate.

This clearly highlights the need of the hour to revisit Uttar Pradesh's approach towards investment promotion and to provide due impetus to several interventions which shall be required to change the investment landscape of the state.

Government of Uttar Pradesh, in its endeavor to facilitate entrepreneurship and promote investments in the state, has concrete plans to create awareness among existing and prospective entrepreneurs about the current incentives and facilities being offered by Government of Uttar Pradesh for facilitating Investment. In this backdrop, the state has plans to participate in and organize events, conferences, seminars, road shows, business development Conference, G2B Conference etc.

To meet out the above objectives, Udyog Bandhu intends to engage Consultant Company to provide Consultancy services to for Providing Consultancy Services to attract Industrial Investment under Long Term Investment Programme. The selected consultant company shall coordinate with various departments and stake holders including Tourism, Health, Power, Local Government, Housing and Urban Development, Forest, Labour and Factories, Technical Education, Industries & Commerce, Revenue, Excise and Taxation etc.

Udyog Bandhu, the end client, is an organization of the State Government of Uttar Pradesh in India; dedicated to facilitate Investment in Industrial and Service Sectors, besides solving various problems of existing & up-coming industries as well, related to different Government departments.





## **2. Scope of Work**

### **I. Strategy**

- a) Analysis of investment promotion strategies followed by other states and suggesting the best practices
- b) Design and develop an investment promotion strategy/program and action plan for Uttar Pradesh
- c) Contribute to overall intellectual input which would best showcase the state at various events.
- d) Create a company focused contact strategy and action plan to reach the targeted investors and to promote Uttar Pradesh as a business location
- e) Assist in implementation of the policy framework of the State
- f) Benchmark industrial policy and provide necessary inputs to GoUP

### **II. Knowledge Creation and Management**

- a) Provide knowledge content and assist in designing and developing various marketing collaterals and materials such as state pitch presentations and brochures for the State
- b) Prepare draft speeches for Honorable Ministers and Officers for various events.
- c) Develop a structure and content for Udyog Bandhu website and coordinate with website developer for developing user friendly platform.

### **III. Roadshows**

- a) Assist in organizing 2 International and 4 national roadshows and one Global Summit
- b) Arrange one-to-one meetings with leading corporate houses at both national and international level
- c) Assist in ensuring presence of investors with specific projects at Investor Meets/Road Shows/Conferences
- d) Assist GoUP in participating at various events of national and international importance
- e) Preparation of post-vent reports capturing the main highlights, suggestions and features of the key events participated by GoUP
- f) Assist during visit of national and international delegations in the State

### **IV. Global Investor's Meet (GIS)**

#### **a) Pre-event activities :**

- i. Define the road map and action plan for organizing Global Investor Summit.
- ii. Assist in hiring of partner agencies – Media & PR Agency, Event Management Agency, GIS web portal developer and Design Agency through preparation of the RFP document and bid process management.
- iii. Project management and coordination with the partner agencies for effectively conducting the GIS
- iv. Devise the summit activities and preparation of structure of the summit.



- v. Assisting in planning the sessions, seminars, scheduling the topics, preparation of background papers, identification of speakers, inviting and approaching the speakers etc.
- vi. Coordinating with state, national and foreign country level authorities in fixing meetings with business/industrial associations, Govt agencies, Trade promotions bodies during the before GIS
- vii. Assist in identifying and approaching potential investors with investment plans for participation and signing of MoU/Intent for Cooperation at GIS
- viii. Identifying and approaching potential organizations willing to partner with the GIS of Uttar Pradesh.

**b) During event activities:**

- i. Assist in preparation of event specific collaterals, invitation letters, event flyer and other publicity material
- ii. Assist in preparation of knowledge materials and designing panel discussions/discussion forums during the event.
- iii. Organizing B2G and B2B meetings during GIS
- iv. Prepare officers with the possible questions and answers during various interactions
- v. Documentation of minutes of the B2G meetings during the GIS and documentation of all seminars, meetings, conference, proceedings during the days of event.

**c) Post event activities**

- i. Documenting main highlights and features of the summit from investment point of view and suggesting follow-up action plan
- ii. Prepare letters of gratitude to different participants on behalf of GoUP
- iii. Follow up with investors and respective Government agencies/Departments to ensure progress of various projects committed during the GIS to enable quick implementation.
- iv. Follow up with participants and organizing meetings within and outside India where new leads have been generated
- v. Assist in identifying bottlenecks in implementation of MoUs signed during meet and facilitation in fast track implementation.

**V. Implementing online Incentive Disbursement System**

- a) Coordinate with all departments providing various fiscal incentive to industries in the state to understand the sanction and disbursement procedure
- b) Identify gaps in the sanction and disbursement procedure of fiscal incentives to industries through investor feedback
- c) Benchmark the best practices in sanction and disbursement procedure of fiscal incentives
- d) Based on the understanding, develop recommendations and action plan for the proposed online incentive disbursement system
- e) Based on the above activities, prepare the Functional Requirement Specification and Technical Requirement Specification documents for developing an online module for sanction and disbursement of fiscal incentives.





- f) Prepare RFP document and assist in bid process management for on boarding of System Integrator for development of the online module for sanction and disbursement of fiscal incentives.
- g) Project management and technical assistance to System Integrator provider to oversee the implementation of the recommendations.

**VI. Other activities**

- i. Assist in preparation of action plan for Sustainable Development Goal – 2030 related to industrial development in the state.
- ii. Assist in preparation of strategy for implementation of Sustainable Development Goal –2030 related to industrial development in the state.
- iii. Assist in analysis of various economic development data of the state

**VII.** Any other work related to the assignment as required and as identified during the course of the assignment.

**3. Project Duration**

The selection of consultancy firm shall be for a period of 02 (Two) years with a provision of its extension up to 01 (one) year, if required by Udyog Bandhu, on the existing terms & conditions

**4. Resource Deployment (Number of Experts, Kind of Expertise & Qualification Required):**

**Manpower Requirement : 01 (Part time) and 06 (Full time)**

**Qualifications and Experience of Team Members**

S. No	Team Member	Criteria
1.	<b>Project Director (As and when required)</b>	<ul style="list-style-type: none"> <li>▶ Must have Master’s Degree in Economics/Management/MBA/ PGDBM or related subjects and minimum 12 years of experience</li> <li>▶ Must have experience of managing investment promotion for at least one state in India</li> <li>▶ Must have experience of managing projects involving policy formulation/ regulatory reform for at least one state in India</li> </ul>
2.	<b>Team leader (1 – Full time)</b>	<ul style="list-style-type: none"> <li>▶ Must have B.E/B.Tech/ any other Bachelor’s Degree and Master Degree in Economics/Policy/Management/MBA/PGDBM or related subjects with minimum 10 years of experience</li> <li>▶ Must have 3 years of experience in working full time for any state/ central government or their agencies in at least one project involving both multi-sectoral investment promotion and regulatory reform of minimum 1 year duration</li> </ul>



S. No	Team Member	Criteria
3.	<b>Investment Promotion Expert (1 - Full Time)</b>	<ul style="list-style-type: none"> <li>▶ Must have B.E/B.Tech/ any other Bachelor's Degree and Master Degree in Economics/ Policy/Management/MBA/PGDBM or any other related subjects with minimum 5 years of experience</li> <li>▶ Must have 2 years of experience in working full time for any Central/ State Governments or their agencies in at least one multi-sectoral investment promotion project of minimum 1 year duration</li> </ul>
4.	<b>Government Regulations Expert (1 - Full Time)</b>	<ul style="list-style-type: none"> <li>▶ Must have B.E/B.Tech/any other Bachelor's Degree and Master degree in Economics/Policy/Management/MBA/PGDBM or related subject with minimum 5 Years of experience</li> <li>▶ 2 years of experience in working full time for any State Government in at least one project involving regulatory reforms of minimum 1 year duration</li> </ul>
5.	<b>IT Expert (1 - Full Time)</b>	<ul style="list-style-type: none"> <li>▶ B.E/B.Tech/any other Bachelor's Degree and Master's Degree in Management/Policy/MBA/PGDBM/related subjects with minimum 5 years of experience</li> <li>▶ 3 years of experience in formulating Functional and Technical requirement for software development in at least one project</li> </ul>
6.	<b>Support Consultant (2 - Full time)</b>	<ul style="list-style-type: none"> <li>▶ Must have B.E/B.Tech/any other Bachelor's Degree and Master Degree in Economics/Policy/Management/MBA/PGDBM/ or any other related subjects with minimum 3 years of experience</li> <li>▶ 2 years of relevant experience in marketing or investment location analysis or business research experience</li> </ul>

**5. Payment Terms will be as Under:**

The payment of fee shall be made as under:-

S. No	Payment Schedule	% Payable of Total Fee
1	At the end of Quarter-1	15%
2	At the end of Quarter-2	10%
3	At the end of Quarter-3	10%
4	At the end of Quarter-4	10%
5	At the end of Quarter-5	15%
6	At the end of Quarter-6	10%
7	At the end of Quarter-7	10%



8	* Fifteen days prior to Global Investment Summit	10%
9	On successful completion of assignment	10%
<b>TOTAL</b>		<b>100%</b>

\* Depending on the date of Global Investment Summit (GIS), this payment may fall in any of the quarters. In case of GIS not taking place within assignment period, 10% of fee earmarked for the same shall not be paid.

**6. Other conditions:**

- i. The consultancy firm shall deploy a dedicated team at Udyog Bandhu, stationed at Lucknow, and any substitution in the team may only take place after taking approval from Udyog Bandhu
- ii. The financial quote shall take into account all expenses and tax liability including GST etc.
- iii. The financial quote should include all remuneration for all the personnel except international travel.
- iv. In case of international travel, all the expenses incurred on travelling shall be reimbursed in terms of Government T.A. Rules
- v. Payment of fee to consultant will be made on quarterly basis on receipt of bill.
- vi. Consultancy firm would be required to submit report on work done on monthly basis by 10<sup>th</sup> day of following month
- vii. The selection of consultancy firm for this project shall be for a period of 02 (Two) years with a provision of its extension upto 01 (One) year, if required by Udyog Bandhu, UP, on the existing terms & conditions.



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

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

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

Main Criteria	Criteria
<b>Prior Experience of the Consultant</b>	Experience of at least 3 Investment Promotion projects involving conducting Global Investment Summits in India in the last 5 years as Lead Consultant/ Knowledge Partner for any Central/State Governments.
	Experience of at least 3 assignments involving multi-sectoral investment promotion in last 5 years as Lead Consultant/ Knowledge Partner for any Central/State Governments.
	Experience of preparing Functional & Technical Requirement Document and assisting State/ Central Government in hiring of System Integrators for at least 2 projects

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 <https://etender.up.nic.in>. Prices should not be quoted in the Technical Bid. The prices should be quoted in the Financial Bid only.



### Technical evaluation Criteria of bidder

Main Criteria	Criteria	Max. Marks
<b>Prior Experience of the Consultant</b>	Experience of at least 3 Investment Promotion projects involving conducting Global Investment Summits in India in the last 5 years as Lead Consultant/Knowledge Partner for any Central/State Governments.  3 Projects : 10 Marks  5 Projects : 15 Marks  7 Projects or more : 20 Marks	20
	Experience of at least 3 assignments involving multi-sectoral investment promotion in last 5 years as Lead Consultant/Knowledge Partner for any Central/State Governments.  3 Assignments : 6 Marks  5 Assignments : 8 Marks  7 Assignments or more : 10 Marks	10
	Experience of preparing Functional & Technical Requirement Document and assisting State/ Central Government in hiring of System Integrators for at least 2 projects  2 Projects : 8 Marks  4 Projects : 14 Marks  6 Projects or more : 20 Marks	20
<b>Technical presentation to the Evaluation Committee</b>	<ul style="list-style-type: none"><li>• Understanding of Global Investment Summit</li><li>• Understanding of investment promotion events</li><li>• Approach and Methodology</li><li>• Similar Experience</li><li>• Work Plan</li></ul>	10
<b>Key personnel</b>	Key Personnel proposed for the Project	40
<b>Total</b>		<b>100</b>



**Manpower requirement : 1 Part time and 6 full time**

**Qualifications and Experience of team members**

<b>Main Criteria</b>	<b>Criteria</b>	<b>Max. Marks</b>
<b>Project Director (As and when required)</b>	<ul style="list-style-type: none"><li>▶ Must have Master's Degree in Economics/Management/MBA/PGDBM or related subjects and minimum 12 years of experience (2 Marks)</li><li>▶ Must have experience of managing investment promotion for at least one state in India (1 Mark) For 2 States (2 Marks) For 3 or more States (3 Marks)</li><li>▶ Must have experience of managing projects involving policy formulation/regulatory reform for at least one state in India (1 Mark) For 2 States (2 Marks) For 3 or more States (3 Marks)</li></ul>	8
<b>Team leader (1 – Full time)</b>	<ul style="list-style-type: none"><li>▶ Must have B.E/B.Tech/any other Bachelor's Degree and Master Degree in Economics/Policy/Management/MBA/PGDBM or related subjects with minimum 10 years of experience (2 Marks)</li><li>▶ Must have 3 years of experience in working full time for any state/central government or their agencies in at least one project involving both multi-sectoral investment promotion and regulatory reform of minimum 1 year duration (2 Marks) For 2 projects (4 Marks) For 3 or more projects (6 Marks)</li></ul>	8
<b>Investment Promotion Expert (1– Full Time)</b>	<ul style="list-style-type: none"><li>▶ Must have B.E/B.Tech/any other Bachelor's Degree and Master Degree in Economics/Policy/Management/MBA/PGDBM or any other related subjects with minimum 5 years of experience (2 Marks)</li></ul>	6



<b>Main Criteria</b>	<b>Criteria</b>	<b>Max. Marks</b>
	<ul style="list-style-type: none"><li>▶ Must have 2 years of experience in working full time for any Central/ State Governments or their agencies in at least one multi-sectoral investment promotion project of minimum 1 year duration (2 Marks)</li></ul> For 2 or more projects (4 Marks)	
<b>Government Regulations Expert (1 - Full Time)</b>	<ul style="list-style-type: none"><li>▶ Must have B.E/B.Tech/any other Bachelor's Degree and Master degree in Economics/Policy/Management/MBA/ PGDBM or related subject with minimum 5 Years of experience (2 Marks)</li><li>▶ 2 years of experience in working full time for any State Government in at least one project involving regulatory reforms of minimum 1 year duration (2 marks)</li></ul> For 2 or more projects (4 Marks)	6
<b>IT Expert (1 - Full Time)</b>	<ul style="list-style-type: none"><li>▶ B.E/B.Tech/any other Bachelor's degree and Master's Degree in Management/ Policy/ MBA/ PGDBM/ related subjects with minimum 5 years of experience (2 Marks)</li><li>▶ 3 years of experience in formulating Functional and Technical requirement for software development in at least one project (2 Marks)</li></ul> For 2 or more projects (4 Marks)	6
<b>Support Consultant (2 - Full time)</b>	<ul style="list-style-type: none"><li>▶ Must have B.E/B.Tech/any other Bachelor's Degree and Master Degree in Economics/ Policy/ Management/ MBA/ PGDBM/ or any other related subjects with minimum 3 years of experience (2 x 1.5 marks)</li><li>▶ 2 years of relevant experience in marketing or investment location analysis or business research experience (2 x 1 Marks)</li></ul> For 2 or more years (2 x 1.5 Marks)	6



**Note:**

1. The minimum qualifying marks for opening of the Financial eBid : 60 marks.
2. Weightage of Technical & Financial score shall be maintained as 70:30.

**1. Evaluation of Technical Bids**

- Constitution of Tender Evaluation Committee (TEC) :  
The evaluation of the eBids shall be carried out by Tender Evaluation Committee (TEC), which shall be constituted by UP Electronics Corporation Limited consisting of members from Finance, Legal and Technical Departments of UPLC and also members from Udyog Bandhu and Industries Department. The TEC will evaluate the tenders in two stages i.e. Technical & Financial.
- The Technical presentation shall be done to the Tender Evaluation Committee (TEC).
- Technical bids should be analyzed and evaluated by the Tender Evaluation Committee (TEC). Technical bids in the following conditions will be summarily rejected as being non responsive:
  - Technical Bids of those bidders, who do not meet the **eligibility criteria**
  - Technical bids unsigned and incomplete, not responding to the TOR fully and properly and those with lesser validity than that prescribed in the RFP.

**2. Evaluation of Financial eBids**

- The financial eBids shall be opened by TEC of the bidders which score more than 60 marks in the Technical Evaluation criteria. The Bids shall be opened in presence of representative of the technically qualified Bidders who chooses to attend. The names of the Bidders and the proposed prices shall be read and recorded when the financial proposals are opened.
- The Bidders shall upload the Financials in the Commercial bid section of the eTender portal. It is mandatory to furnish the cost against all the particulars failing which the proposal shall be liable to be rejected. A separate excel sheet of Commercial bid format has also been published along with the RFP as per Annexure-V. The same is to be used to submitting commercial bid. Completely filled commercial bid in xls format shall have to be submitted on the eTender portal.
- If there are conditions attached to any financial eBids, which shall have bearing on the total cost, the Tender Evaluation Committee, will reject any such eBids as non-responsive financial proposal. However, if the TEC feels it necessary to seek clarifications on any financial proposals regarding Taxes, duties or any such matter, the TEC may do so by inviting responses in writing.

**3. Negotiations**

- Normally, there would be no post RFP negotiations. In case in of it is required negotiations may be carried out in with the H1 bidder (Highest Scorer) in the interest of the project.





#### 4. Award of Contract

In a particular case of selection of consultant, the bidder would be technically evaluated out of 100 marks. Bids receiving 60 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 60, 80 and 90 marks respectively.** The minimum qualifying marks were 60. 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 evaluation committee examined the financial proposals and evaluated the quoted prices as under:

<u>Proposal</u>	<u>Evaluated cost</u>
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 :  $60 \times 0.70 + 83 \times 0.30 = 66.9$  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: 66.9 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.

**Based on the First Rank Bidder received in the tender, the proposal by UP Electronics Corporation Limited will be submitted to the Client Department for their approval of consultant as well as the financial proposal. On receipt of the approval of the said proposal from the Client Department, the consultancy work will be awarded to the successful consultant.**

#### 5. Contract Agreement

The Successful Bidder shall execute a Agreement (Format of Agreement is given in Annexure-VII) on Rs 100/- Non-Judicial stamp paper in the name of the Bidder bought in Uttar Pradesh only, within one week from the date of 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 obtained during the execution of its responsibilities, in strict confidence and will not reveal such information to any other party without prior written approval of the Purchaser.



## SECTION V – STANDARD TERMS AND CONDITIONS

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

### 1. **Application**

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

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

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

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



Scope of Work for an assignment shall not be hired for the assignment in question.

- c. Relationship with Employer's staff: Consultants (including their personnel and sub-consultants) that have a business or family relationship with such member(s) of the Employees (UPLC) staff or with the staff of the project implementing agency, who are directly or indirectly involved in any part of ;
- (i) The preparation of the TOR of the contract,
  - (ii) The selection process for such contract, or
  - (iii) Supervision of such contract; may not be awarded a contract unless it is established to the complete satisfaction of the employing authority, for the reason to be recorded in writing, that such relationship would not affect the aspects of fairness and transparency in the selection process and monitoring of consultant's work.

**3. Unfair Competitive Advantage**

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

**4. Disclaimer clause**

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

**5. Disclosure of Interests and Links**

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

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

**6. Standards of Performance.**

The consultant shall perform the services and carry out its obligations under the contract with due diligence efficiency and economy in accordance with generally



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

**7. Consultant Personnel**

- a) The Consultant shall deploy and provide such qualified and experienced personnel as may be required to perform the services under the requirement of project. There are specialized domains of e-Governance and it is 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 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 Client Department.
- c) Consultant shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.
- d) If the Client Department requests to replace resource(s), then Consultant shall be required to replace the resource(s).

**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 be indemnify the UPLC/ Client Department from all actions, costs, claims, demands, expenses and liabilities, whatsoever, resulting from any actual or alleged infringement as aforesaid and at the expenses of the Consultant, the UPLC/ Client shall be defended in the defense of such proceedings.



**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 IT Consultant Company as per the terms and conditions of the RFP and contract awarded to the IT Consultant by UPLC and review of the progress in project.

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

**13. Taxes**

TDS and short payment/deductions, if any, by the client department, 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 Consultancy Evaluation Committee (CEC) or the decision making authorities.

## **18. Other conditions**

- i. The consultancy firm shall deploy a dedicated team at Udyog Bandhu, stationed at Lucknow, and any substitution in the team may only take place after taking approval from Udyog Bandhu.
- ii. The financial quote shall take into account all expenses and tax liability including GST etc.
- iii. The financial quote should include all remuneration for all the personnel except international travel.
- iv. In case of international travel, all the expenses incurred on travelling shall be reimbursed in terms of Government T.A. Rules.
- v. Payment of fee to consultant will be made on quarterly basis on receipt of bill.
- vi. Consultancy firm would be required to submit report on work done on monthly basis by 10<sup>th</sup> day of following month.
- vii. The selection of consultancy firm for the project shall be for a period of 02 (two) years with a provision of its extension upto 01 (One) year, if required by Udyog Bandhu, UP on the existing terms & conditions.



**Annexure -I**

**SECTION VI - TECHNICAL PROPOSAL SUBMISSION FORM**

**CONSULTANT'S GENERAL INFORMATION**

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

**Signature .....**

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

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

**Date.....**

**Place.....**





### TEAM COMPOSITION AND TASK ASSIGNMENTS

**Technical/Managerial Staff**

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

Signature .....

In the capacity of .....

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

Date.....

Place.....



**Annexure III**

**FORMAT OF CURRICULUM VITAE (CV) FOR  
KEY PROFESSIONAL STAFF PROPOSED**

<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 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.			
(Add rows if required)			

**Languages:**

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

**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: .....**



**Annexure IV**

**FORMAT OF PROJECT EXPERIENCE**

**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>	

**Signature .....**

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

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

**Date.....**

**Place.....**



## **PROPOSAL SUBMISSION FORM**

To,  
The Deputy General Manager,  
U.P. Electronics Corporation Limited,  
10, Ashok Marg, Lucknow-226001

Ref: Submission of Proposal against your Tender Reference No: UPLC\_IT\_CONS\_UB\_  
SW\_2017\_2

Dear Sir,

Having examined the RFP document, we, the undersigned, herewith submit our response to your RFP reference No. UPLC\_IT\_CONS\_UB\_SW\_2017\_3 for “SELECTION OF CONSULTANT COMPANY FOR PROVIDING CONSULTANCY SERVICES TO ATTRACT INDUSTRIAL INVESTMENT UNDER LONG TERM INVESTMENT PROGRAMME” 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 Deptt/Organization/Institution any State designated agency/PSU of Central/State Government.
6. We declare that we have not been charged with any fraudulent activities by any Central/State/UT Government Deptt /Organization/Institution.
7. We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will indulge in bribery or any prohibited acts and behavior and we shall be responsible for any such acts.



8. We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely “Prevention of Corruption Act, 1988.”
9. We understand that UPLC is not bound to accept any or all bids received in response to this Tender.
10. We agree to abide by all the terms and conditions mentioned in the Request for Proposal Reference No.UPLC\_IT\_CONS\_UB\_SW\_2017\_3 for “SELECTION OF CONSULTANT COMPANY FOR PROVIDING CONSULTANCY SERVICES TO ATTRACT INDUSTRIAL INVESTMENT UNDER LONG TERM INVESTMENT PROGRAMME” 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 VI**

**FINANCIAL PROPOSAL SUBMISSION FORM (BOQ)**

Ref: Submission of Proposal against your RFP Reference No. **UPLC\_IT\_CONS\_UB\_SW\_2017\_3**

Our detailed financial proposal is as follows:

(Amount in Indian Rupees)

S. No.	Particulars	Basic Price	GST as applicable (presently it is @ 18%)	Total Cost for the project(a+b)
		(a)	(b)	(c)
<b>1</b>	Total Cost of Providing Consultancy Services as per the ToR and SoW mentioned in the RFP (Reference No. PLC_IT_CONS_UB_SW_2017_3) for a period of two years.			
<b>Total cost in words</b>				

**NOTE:** Financial Proposal (quote) shall have to be given on the .xls format file of the eTender Portal <https://etender.up.nic.in>. Separate Excel Sheet has been provided for Financial Proposal (BOQ).



**Annexure VII**

**FORM 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 .....2017 at Lucknow between M/s.....(name of the Consultant Company selected through the bidding process against the RFP (RFP Ref. No. UPLC\_IT\_CONS\_UB\_SW\_2017\_3) for “SELECTION OF CONSULTANT COMPANY FOR PROVIDING CONSULTANCY SERVICES TO ATTRACT INDUSTRIAL INVESTMENT UNDER LONG TERM INVESTMENT PROGRAMME” 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 Udyog Bandhu to Attract Industrial Investment Under Long Term Investment Programme”, in accordance with all the terms and conditions contained in the Tender RFP (RFP Ref. No. UPLC\_IT\_CONS\_UB\_SW\_2017\_3) 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 SEVENTEEN.

Authorized Signatory of  
“First Party”

Authorized Signatory of  
“Second Party”

Signature:  
Name and Address:

Signature:  
Name & Address:

Witness for “First Party”  
Signature:  
Name & Address

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



**Annexure VIII**

**FORMAT OF PROFORMA OF BANK GUARANTEE TOWARDS PERFORMANCE SECURITY**

**PERFORMANCE GUARANTEE**

Ref No.....

Bank Guarantee No

Dated : .....

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

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

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

4. We,..... (indicate name of the Bank).. further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Government under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or filed office/ Department certifies that the terms and conditions of the said Agreement, have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the ..... we shall be discharged from all liability under this guarantee thereafter.
5. We, .....(indicate name of the Bank) .... further agree with the Government that the Government shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend





time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Government against the said Contractor(s) and to for bear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said Contractor(s) or for any forbearance, act or commission on the part of the Government or any indulgence by the Government to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provisions, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s)/Supplier(s).
7. We, ..... (indicate name of the Bank) .... lastly undertake not to revoke this
8. guarantee during its currency except with the previous consent of the Government in writing.

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

#### Instructions for furnishing Bank Guarantee

1. The Bank Guarantee by Indian Bidders will be given on non-judicial stamp paper as per stamp duty applicable at the place from where the purchase Agreement has been placed. The non-judicial stamp paper should be in name of the issuing bank.
2. The validity of the Bank Guarantee should be as mentioned in the RFP (RFP Ref. No. UPLC\_IT\_CONS\_UB\_SW\_2017\_3) for “ SELECTION OF CONSULTANT COMPANY FOR PROVIDING CONSULTANCY SERVICES TO ATTRACT INDUSTRIAL INVESTMENT UNDER LONG TERM INVESTMENT PROGRAMME”.
3. The Bank Guarantee by Indian Bidders will be given from Scheduled Bank only. The Foreign Bidders will give Bank Guarantees from an Indian Bank situated in that country.