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**REQUEST FOR PROPOSAL (RFP)
FOR
SELECTION OF CONSULTANT FOR IDENTIFICATION OF VENDOR(S) FOR SUPPLY
AND DISTRIBUTION OF LAPTOP THROUGH OUT THE STATE OF UTTAR PRADESH**

eBid reference : UPLC_IT_CONSULTANT_LAPTOP_15_10_2015

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

| S N | Particulars | Date | Time |
|------------|----------------------------|---------------------------|-----------------------------|
| 1 | Date of Publishing | 15 OCT 2015 | 1800 Hrs |
| 2 | Bid Submission Start Date | 15 OCT 2015 | From 1800 Hours |
| 3 | Bid Submission End Date | 26 OCT 2015 | Up to 1700 Hours |
| 4 | Opening of Technical eBid | 26 OCT 2015 | At 1730 Hours or afterwards |
| 5 | Opening of Financial eBids | Will be declared later on | |

Place of Opening eBids

: UP Electronics Corporation Ltd
10, Ashok Marg,
Lucknow-226 001

eBid Processing Fee : NIL

This Document Contains – 38 pages



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eBID NOTICE

FOR

“SELECTION OF CONSULTANT FOR IDENTIFICATION OF VENDOR(S) FOR SUPPLY AND DISTRIBUTION OF LAPTOP THROUGH OUT THE STATE OF UTTAR PRADESH”

Online eBids are invited only from 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); for the “Selection of Consultant for Identification of Vendor(s) for Supply and Distribution of Laptop through-out the State of Uttar Pradesh” from 1800 Hours of 15 OCT 2015 up to 1700 Hours of 26 OCT of 2015. The eBids shall be opened on 26 OCT 2015 at 1730 Hours or afterwards. The details of submission of eBids are available in the RFP document uploaded on the eTender Portal <http://etender.up.nic.in> and the Corporation’s website www.uplc.in. The Corporation reserves the right to cancel any or all the eBids or annul the Bidding process without assigning any reason thereof.

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

eBid Reference no. UPLC_IT_CONSULTANT_LAPTOP_15_10_2015



**Request for Proposal
FOR
“SELECTION OF CONSULTANT FOR IDENTIFICATION OF VENDOR(s) FOR
SUPPLY AND DISTRIBUTION OF LAPTOP THROUGHOUT THE STATE OF
UTTAR PRADESH”**

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

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.



INTRODUCTION

The Government of Uttar Pradesh has decided to implement the Scheme of Free Distribution of about 39,600 nos of Laptops to the meritorious students who have passed out the Examinations of the High School and Intermediate in the year 2015, from the UP Board, CBSE Board, ICSE Board, Uttar Pradesh Madhyamik Sanskrit Shiksha Board, and the Madarsa Board to facilitate the students in acquiring better computer skills and to fetch better employment opportunities.

Accordingly, selected consultant company will be required to prepare the RFP document & will invite tender through International Competitive Bidding (ICB) for supply and distribution of Laptop throughout the State of Uttar Pradesh as per attached Technical specification. The selected Consultant will be required to work closely with the successful Bidders & with Government Department involved and schools/colleges to ensure success of the scheme.

The detailed scope of work & TOR for the consultant has been given in Section-III of the Tender Document.



SECTION I: LETTER OF INVITATION

1. Through this Request for Proposal (RFP), it is intended to invite eBids for “SELECTION OF CONSULTANT FOR IDENTIFICATION OF VENDOR(S) FOR SUPPLY AND DISTRIBUTION OF LAPTOP THROUGH OUT THE STATE OF UTTAR PRADESH.”
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 <http://etender.up.nic.in> and also on UPLC's website www.uplc.in. Interested Bidders may view, download the eBid document, seek clarification and submit their eBids online only on eTender portal <http://etender.up.nic.in>, up to the date and time mentioned in the table below:-

| | |
|------------------------------------|---|
| eBid Reference No. | UPLC_IT_CONSULTANT_LAPTOP_15_10_2015 |
| Purpose | Request for Proposal (RFP) For “SELECTION OF CONSULTANT FOR IDENTIFICATION OF VENDOR(S) FOR SUPPLY AND DISTRIBUTION OF LAPTOP THROUGH OUT THE STATE OF UTTAR PRADESH” |
| Date of Publication of eBid notice | 15 OCT 2015 on eTender Portal http://etender.up.nic.in and website of UPLC www.uplc.in |
| Last date for submission of eBids | 26 OCT 2015 up to 1700 Hours |
| Site for Submission of eBids | eTender Portal http://etender.up.nic.in |
| eBid Inviting Officer | Managing Director |
| Date of opening of eBids | 26 OCT 2015 at 1730 Hours.. or afterwards |
| Venue of Opening of eBids | U.P. Electronics Corporation Limited (UPLC), 10, Ashok Marg, Lucknow-226 001 |
| UPLC's Website address | www.uplc.in |
| email address | md@uplc.in , uplciko@gmail.com , praveenuplc@gmail.com |
| Contact numbers | 0522-2286808, 0522-2286809 , 0522- 4130303 |
| Fax number | 0522-2288583 |

7. UPLC reserves the right to cancel any or all the eBids or annul the eBid process without assigning any reason thereof.
8. The Bidders must upload all the required documents electronically in the PDF format except for the Financial Proposal Submission Form (BOQ) which will be electronically uploaded on the prescribed XLS format only on eTender portal <http://etender.up.nic.in>.



It is suggested that the PDF Files should be made in gray scale using the minimum readable appropriate resolution so that the size of the files is minimized for fast uploading on the

eTender portal <http://etender.up.nic.in>. The required electronic documents for each document label of Technical (Fee details, Annexure etc) schedules/packets can be clubbed together to make single different files for each label. The size of Single label file should not exceed 20-25 MB size.



SECTION II: INSTRUCTIONS TO BIDDERS (ITB)

1. DEFINITIONS

In this Contract, the following terms shall be interpreted:

- a. “Purchaser” 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 on behalf of end-customer Department i.e. Department of Secondary Education, Uttar Pradesh (माध्यमिक शिक्षा विभाग, उत्तर प्रदेश).
“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.
- b. “eBid” means the Technical proposal and the Financial proposal.
- c. “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.
- d. “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.
- e. “The Contract” means the agreement entered into between UPLC on behalf of end Customer Department i.e. Department of Secondary Education, Uttar Pradesh 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;
- f. “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;
- g. “Services” means the Advisory Services and other obligations of the Consultant Company covered under the Contract;
- h. “The Project Site”, where applicable, means the sites Government Schools, Government aided Schools and Private Secondary and Senior Secondary Schools, located in different districts of Uttar Pradesh.
- i. “Day” means a calendar day.
- j. The “End-Customer/Client Department” means the Department of Secondary Education, Uttar Pradesh (माध्यमिक शिक्षा विभाग, उत्तर प्रदेश).

2. THE BIDDING DOCUMENT

1. Availability of eTender Document

This eTender document is available on the eTender portal <http://etender.up.nic.in> and UPLC's website www.uplc.in to enable the Bidders to view and download the Bidding document, submit their eBids online up to the last date and time mentioned in eTender document only on eTender portal <http://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-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@upclko.in or upclko@gmail.com or 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 <http://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 <http://etender.up.nic.in> and www.uplc.in from time to time for any amendment in the eBid document. In case of failure to get the amendments, if any, the UPLC shall not be responsible for any negligence on part of the Bidder.

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



3. PREPARATION & SUBMISSION OF eBIDS

5. Documents Constituting the eBid

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

- a) Technical Proposal Submission Form (Annexure I, II, III and IV)
- b) Financial proposal submission form (Annexure V)

6. Documents Establishing Bidder's Qualification

The Bidder shall furnish, as part of **Technical Proposal Submission Form** (Annexure I to 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.

7. 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.

8. Format and Signing of eBids

The Bidder shall prepare one electronic copy for the eBids.

Bidder or a person or persons duly authorized to bind the Bidder to the Contract. The person authorized to sign the eBids before converting them into PDF and uploading them as bidding documents shall also sign all the pages/documents of the eBid.

9. Submission of eBids

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



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 thousands only) in the office of U.P. Electronics Corporation Limited, 10, Ashok Marg, Lucknow-226 001 for getting a valid User ID and password and the required training/ assistance etc. on eTender portal <http://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 <http://etender.up.nic.in> the Bidder must ensure that he/she should possess Class-2/ Class-3 DSC issued by any one of certifying authorities approved by Controller of Certifying Authorities, 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 along with the payment of fee of `1500/- 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.

10. Deadline for Submission of eBids

eBids 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. eBids should be uploaded on eTender portal <http://etender.up.nic.in> on or before **1700 Hours of 26 OCT 2015**.

11. Late eBids

The server time indicated in the Bid Management window on the eTender portal <http://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.

12. 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 <http://etender.up.nic.in>. The Bidder should then select "My Bids" option in the Bid Submission menu. The page listing all the Bids submitted by the Bidder will be displayed. Click "View" to see the details of the Bid to be withdrawn. After selecting the "Bid Withdrawal" option, the Bidder has to click "Yes" to the message "Do you want to withdraw this Bid?" displayed in the Bid Information window for the selected Bid. The Bidder also has to enter the Bid Withdrawing reasons and upload the letter giving the reasons for withdrawing before clicking the "Submit" button. The Bidder has to confirm again by pressing "Ok" button before finally withdrawing his/her selected Bid. Once the Bidder has withdrawn his /her Bid he/she cannot re-submit this Bid again.

The Bidder 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 <http://etender.up.nic.in>. The Bidder should then select "My Bids" option in the Bid Submission menu. The page listing all the Bids submitted by the Bidder will be displayed. Click "View" to see the details of the Bid to be resubmitted. After selecting the "Bid Resubmission" option, click "Encrypt & Upload" to upload the revised 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.

13. 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 Consultant' Evaluation Committee (CEC) 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 **1730 Hours on 26 OCT 2015** at UP Electronics Corporation Ltd,10, Ashok Marg, Lucknow-226001. 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 <http://etender.up.nic.in> , whose technical eBids were considered acceptable and have been shortlisted for opening of their Financial eBids.

14. 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.



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

The Government of Uttar Pradesh has decided to implement the Scheme of Free Distribution of about 39,600 nos of Laptops to the meritorious students who have passed out the Examinations of the High School and Intermediate in the year 2015, from the UP Board, CBSE Board, ICSE Board, Uttar Pradesh Madyamik Sanskrit Shiksha Board, and the Madarsa Board to facilitate the students in acquiring better computer skills and to fetch the better employment opportunities.

Accordingly, RFP is being published to select a consultant to prepare the RFP document & will invite tender through International Competitive Bidding (ICB) for supply and distribution of Laptop throughout the State of Uttar Pradesh as per finalized Technical specification. The selected Consultant will be required to work closely with the successful Bidders & with UPLC/Government Department involved and schools/colleges to ensure success of the scheme.

The total number of Laptop to be purchased is approx 39,600 nos. The detailed configuration and specifications of Laptop their accessories, Backpack and cover case, Software contents etc has been finalized by the Department of Secondary Education Uttar Pradesh (माध्यमिक शिक्षा विभाग, उत्तर प्रदेश).

The scope of work shall inter alia include but not limited to the following:-

- (A) Identification of Vendor(s) for supply and distribution of laptops.
- 1) The selected consultant will prepare the Request for Proposal (RFP) for International Competitive Bidding from the eligible bidders etc., in consultation with UPLC/ Department of Secondary Education (माध्यमिक शिक्षा विभाग, उत्तर प्रदेश), Department of IT and Electronics, Govt. of UP and the Committee approved by the Govt. for this purpose and incorporation of any changes suggested by the Department.
 - 2) The selected Consultant shall also carry out the Bid Process Management to implement the scheme of free distribution of Laptop to the meritorious students studying in Government Schools, Government aided Schools and Private Secondary



and Senior Secondary Schools in the State as selected by the Department of Secondary Education (माध्यमिक शिक्षा विभाग, उत्तर प्रदेश).

- 4) The Selected consultants shall **prepare schemes** for
- Delivery of Laptop up to concerned District Nodal Officers or as instructed by the Department.
 - Training to the Students/Users.
 - Establishment of repairing and maintenance centres as per requirement.
- 5) Under Bid Process Management for the selection of Bidder/Bidders, including but not limited to the following activities.
- (i) The selected consultant shall assist in publishing the Expression of Interest.
 - (ii) The consultant shall do evaluation of the bid for short listing of Bidders.
 - (iii) The selected consultant shall get the draft of RFQ/RFP approved from the Department of Secondary Education, Uttar Pradesh, Department of IT & Electronics, Government of Uttar Pradesh and members of Committee approved by the Government for this purpose. The consultant may have to give a presentation for this.
 - (iv) The consultant will assist in holding Prebid meeting and invite International Competitive Bids from the eligible bidders for Laptop, packing bag (its size, material, number of compartments, padding, design of Government logo and image etc.), accessories etc.
 - (v) The finalized RFP will be floated on Uttar Pradesh eTender portal <http://etender.up.nic.in> or may be invited through Manual Tendering Process and Bids invited from the prospective bidders.
 - (vi) Award of Contract; Assisting in selection of suitable Bidder/Bidders through a transparent and competitive process conducted by the Consultant.
 - (vii) Final Selection of Bidder/Bidders.
 - (viii) Documentation of all the activities to be performed during the project cycle.
 - (ix) The consultant will ensure proper planning schedule and support to UPLC/Department of Secondary Education, Uttar Pradesh (माध्यमिक शिक्षा विभाग, उत्तर प्रदेश) till successful completion of the project cycle.
- 6) Monitoring of the project during the period of implementation, if this job is assigned to the Consultant.
- 7) Timelines for carrying out activities:-

| Sl No | Stages | Milestones/ Timelines |
|-------|--|-----------------------|
| 1) | Submission of Scheme Documentation of all the activities such as: <ul style="list-style-type: none">• Delivery of Laptop up to District Nodal Officers• Training to Students/Users• Establishment of Repairing and Maintenance Centres as per requirement. | T+1 week |
| 2) | Submission of First Draft RFP with Scope of Work, | T+2 Weeks |



| | | |
|----|--|-------------|
| | Eligibility Criteria, Evaluation Criteria, Implementation Approach, Payment Terms and SLAs | |
| 3) | Discussions with the Departments and Committee on the submitted Draft RFP (SI No. 1 and 2) and approval. | T+3 Weeks |
| 4) | Creation of Final RFP Document incorporating all the suggestions and feedback given by the Committee and the Department of Secondary Education, UP | T+4 Weeks |
| 5) | Assistance in RFP publishing, pre-Bid proceedings | T+6 Weeks |
| 6) | Completion of Bid Process Management – Submission of Evaluation report | T+ 10 Weeks |
| 7) | Assistance in LOI issuance & contract signing with the selected bidder/bidders | T+ 12 Weeks |
| 8) | Supply & Distribution Monitoring up to District Nodal Officers | T+ 16 Weeks |
| 9) | Submission of Project Completion Report | T+ 17 Weeks |

Scope Exclusion:

Following activities shall remain excluded from the Scope of Work of the Selected Consultant:

- Selection of students (beneficiaries) and their verification.
- Preparation of technical Specifications of the laptops
- Response to queries regarding technical specifications during pre-bid proceedings
- Monitoring Laptop Distribution from District Nodal officer to end user

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

Bidders would be required to deploy an appropriate team in UP Electronics office, 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 table below for the assigned consultancy work 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/procurement/Technical competence for purchase of IT equipment.
- 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 manpower, if any, the decision of Department shall be final and binding.



| S. N. | Type of Resource/ Expertise | Number (Minimum) |
|-------|-----------------------------|------------------|
| 1 | Project Manager | 01 |
| 2 | Procurement Expert | 01 |
| 3 | Bid Process Expert | 01 |

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

2. Penalty for delay:

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 10% of the quoted fee. In case of dispute, the matter will be referred to the end customer i.e. Department of Secondary Education, Uttar Pradesh (माध्यमिक शिक्षा विभाग, उत्तर प्रदेश), whose decision will be final and binding on both the parties.

3. Payment Terms will be as under:

| S. No | Particulars | Amount |
|-------|--|----------------------------|
| 1. | Submission of First Draft of the RFP with Scope of Work, Eligibility Criteria, Evaluation Criteria, Implementation Approach, Scheme for Delivery of Laptop up to District Nodal Officers, Training to the Students/ Users, Establishment of repairing and maintenance centres at Block level in the State, Payment terms to the Bidder/Bidders and Service Level Agreements (SLAs) | 20% of the Consultancy Fee |
| 2. | On Publish of Approved RFP document | 10% of the Consultancy Fee |
| 3. | On submission of Technical Evaluation Report | 10% of the Consultancy Fee |
| 4. | Issuance of LOI to the selected Bidder | 10% of the Consultancy Fee |
| 5. | Signing of contract with the selected Bidder | 15% of the Consultancy Fee |
| 6. | On Start of Supply of Laptop by the vendor | 10% of the Consultancy Fee |
| 7. | On Completion of 25% Supply of Laptop | 5% of the Consultancy Fee |
| 8. | On Completion of 50% Supply of Laptop | 5% of the Consultancy |



| | | Fee |
|-----|--|------------------------------------|
| 9. | On Completion of 75% Supply of Laptop | 5% of the Consultancy Fee |
| 10. | On Completion of 100% Supply of Laptop | 5% of the Consultancy Fee |
| 11. | On Submission of MIS Report after completion of Supply of laptop distribution. | 5% of the Consultancy Fee |
| 12. | Total | 100% of the Consultancy Fee |



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-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.

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. Technical Evaluation

| <u>Sr No</u> | <u>Evaluation Criteria</u> | <u>Marking Scheme</u> | <u>Maximum Marks</u> | <u>Document Required</u> |
|--------------|---|-----------------------|----------------------|--|
| 1 | Firm's Experience | | | |
| 1.1 | Consultancy services for procurement of IT Solution on a turnkey basis (including application, hardware/electronics items, system software, software etc) for Central Govt./State Govt. in last 05 years more than equal to 100 crores (Ongoing/Completed) (1 Project, 20 Marks) | 1X20 | 20 | Copy of Work Order / Client certificate / agreement signed with the Client |
| 1.2 | Consultancy services for the Program Management of IT/e-governance related project covering state level/central level implementation and monitoring in the last 5 years (Ongoing / Completed) (2 Project, 5 Marks) | 2X5 | 10 | Copy of Work Order / Client certificate / agreement signed with the Client |
| 1.3 | Consultancy services including Bid Process Management for the Procurement of IT Solution on a Turnkey basis (including application, hardware/electronics items, system | 2X5 | 10 | Copy of Work Order / Client certificate / agreement signed with the |



| <u>Sr No</u> | <u>Evaluation Criteria</u> | <u>Marking Scheme</u> | <u>Maximum Marks</u> | <u>Document Required</u> |
|---------------------|---|-----------------------|----------------------|--|
| | software, software etc) in last 05 years. (2 Project, 5 Marks each) | | | Client |
| 1.4 | Consultancy services for Digital literacy/ skills & training program/Capacity Building in IT sector related to project for any state/central govt. in last 05 Years (02 Projects, 5 Marks each) | 2X5 | 10 | Copy of Work Order / Client certificate / agreement signed with the Client |
| 1.5 | Experience in International Competitive Bidding related to the procurement in IT Sector in last 5 years. (01 Projects, 10 Marks) | 1X10 | 10 | Copy of Work Order / Client certificate / agreement signed with the Client |
| Subtotal (A) | | | 60 | |

Key Expert required

| 2 | Proposed Manpower | Eligibility | Marks | Requirement |
|-----|--------------------|--|-------|---------------------------|
| 2.1 | PROJECT MANAGER | Experience: <ul style="list-style-type: none">• 10 years or more - 5 Marks• More than 7 years and less than 10 years - 3 Marks• Less than 7 Years - 0 Marks Qualification: B.Tech & MBA or equivalent = 5 Marks Project Experience Procurement Experience 1 Project 2 marks each with max. 5 marks | 15 | CV in the attached format |
| 2.2 | PROCUREMENT EXPERT | Experience: <ul style="list-style-type: none">• 8 years or more - 5 Marks• More than 5 years and less than 8 years - 3 Marks• Less than 5 Years - 0 Marks Qualification: B.Tech & MBA or equivalent = 5 Marks | 15 | CV in the attached format |



| 2 | Proposed Manpower | Eligibility | Marks | Requirement |
|-----|-----------------------|--|------------------|---------------------------------|
| | | Project Experience IT Hardware/ Electronics Procurement project Experience 1 Project 2 marks each with max. 5 marks | | |
| 2.3 | BID PROCESS EXPERT | Experience: <ul style="list-style-type: none">• 5 years or more - 3 Marks• More than 3 years and less than 5 years - 2 Marks• Less than 3 Years - 0 Marks Qualification: MBA or equivalent = 2 Marks Project Experience Bid Process Experience 1 Project 2 marks each with max. 5 marks | 10 | CV in the attached format |
| | Subtotal | | 40 | |
| | TOTAL | | 100 Marks | |

The Minimum qualifying marks for the financial bid opening is 75 Marks

2. Evaluation of Technical Bids: -

- Constitution of Consultant Evaluation Committee (CEC)
 - The evaluation of the eBids shall be carried out by Consultant Evaluation Committee (CEC), which shall be constituted by UP Electronics Corporation Limited consisting of members from finance, legal and technical department of UPLC. The CEC will evaluate the tenders in two stages i.e. Technical & Financial.
- Technical bids should be analyzed and evaluated by a Consultancy Evaluated Committee (CEC). Technical bids in the following conditions will be summarily rejected as being non responsive:
 - Technical Bids of those bidders, which are not empanelled with U.P. Electronics Corporation Limited vide eBid Reference no. UPLC-IT-CONSUL/EMP/03-12-14 and eBid Reference no. UPLC-IT-CONSUL/EMP/27-04-2015 for providing Advisory Services to UPLC/State Government Departments.
 - Technical bids unsigned and incomplete, not responding to the TOR fully and properly and those with lesser validity than that prescribed in the RFP.



3. Evaluation of Financial eBids :-

- o The financial eBids shall be opened by CEC of the firms which scores more than 75 marks in the Technical Evaluation criteria. The Bids shall be opened in presence of representative of the technically qualified Bidders who chooses to attend. The name of the Bidders and the proposed prices shall be read and recorded when the financial proposals are opened.
- o If there are conditions attached to any financial eBids, which shall have bearing on the total cost, the Consultant Evaluation Committee, will reject any such eBids as non-responsive financial proposal. However, if the CEC feels it necessary to seek clarifications on any financial proposals regarding Taxes, duties or any such matter, the CEC may do so by inviting responses in writing.
- o The total cost will include all Taxes and duties for which the purchaser made payments to the bidder and other reimbursable expenses, such as Travel, Translation, report printing or expenses etc.

3. Negotiations

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

4. Award of Contract

- o UPLC proposal based on the proposal of the winner bidder, which will be Lowest One (L-I) prices and after negotiation (if required), will be submitted to the client department i.e. Department of Secondary Education, Uttar Pradesh (माध्यमिक शिक्षा विभाग, उत्तर प्रदेश). After acceptance of the said proposal by the Department of Secondary Education, Uttar Pradesh (माध्यमिक शिक्षा विभाग, उत्तर प्रदेश), the consultancy work will be awarded to the successful bidder, whose bid will submitted the Lowest One (L-I) price.

5. Confidentiality

- o The selected consultant will treat as confidential all data and information about the purchaser/end-customer (माध्यमिक शिक्षा विभाग, उत्तर प्रदेश),



obtained during the execution of its responsibilities, in strict confidence and will not reveal such information to any other party without prior written approval of the purchaser/end-customer (माध्यमिक शिक्षा विभाग, उत्तर प्रदेश).



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. **Placement of Work Order**

Work order shall be released to the selected Consultant Company only after receipt of the Work Order from the client Department i.e Department of Secondary Education, Uttar Pradesh (माध्यमिक शिक्षा विभाग, उत्तर प्रदेश). In case the corporation does not receive Work Order within the validity period of the proposal, the Work Order shall not be released to the consultant.

2. **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.

3. **Conflict of Interest**

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

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



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

4. 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.

5. 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.

6. 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.

7. Standards of Performance.

The consultant shall perform the services and carry out its obligations under the contract with due diligence efficiency and economy in accordance with generally accepted professional standards and practices. The consultant shall always act in respect of any matter relating to this contract as faithful advisor to the UPLC/Client Department i.e. Department of Secondary Education, Uttar Pradesh (माध्यमिक शिक्षा विभाग, उत्तर प्रदेश). The consultant shall always support and safeguard the legitimate interests of the UPLC/Client Department i.e. Department of Secondary Education, Uttar Pradesh (माध्यमिक शिक्षा विभाग, उत्तर प्रदेश) 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.

8. 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 i.e. Department of Secondary Education, Uttar Pradesh (माध्यमिक शिक्षा विभाग, उत्तर प्रदेश). No changes shall be made in the resources deployed on the project. If, for any reason beyond the reasonable control of the Consultant, as such retirement, resignation, death, medical incapacity, among others, it becomes necessary to replace any of the Key Personnel, the Consultant shall provide as a replacement a person of equivalent or better qualifications, with approval from the UPLC/ Client Department i.e. Department of Secondary Education, Uttar Pradesh (माध्यमिक शिक्षा विभाग, उत्तर प्रदेश).
- c) Maximum number of replacements to be made in the team of resources deployed on the required project shall not exceed beyond 2 for one year of the contract signed between UPLC and Consultant.
 - d) Consultant shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.
- e) If the UPLC/ Client Department i.e. Department of Secondary Education, Uttar Pradesh (माध्यमिक शिक्षा विभाग, उत्तर प्रदेश) requests to replace resource(s), then Consultant shall be required to replace the resource(s) within 2 weeks from the date of request raised.

9. Applicable Law

Applicable Law means the laws and any other instrument having the force of law in



India as may be issued and in force from time to time. The Contract shall be interpreted in accordance with the laws of the Union of India and the State of Uttar Pradesh.

10. Assignment and Subcontracting

- a) Consultant shall not assign or transfer this contract or part thereof to any other party without written consent of the UPLC/ Client Department i.e. Department of Secondary Education, Uttar Pradesh (माध्यमिक शिक्षा विभाग, उत्तर प्रदेश).
- b) For the purpose of the liabilities under this Bid, the Bidder will be considered as a solely liable for delivery of all the components of the Bid and scope of work.

11. Intellectual Property Rights

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

12. Governing Language

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

13. Payment Terms

All payments from the client department i.e. Department of Secondary Education, Uttar Pradesh (माध्यमिक शिक्षा विभाग, उत्तर प्रदेश) shall be received through Cheque/Draft in favouring U P Electronics Corporation Limited, payable at Lucknow. After receipt of the payment from the Department of Secondary Education, Uttar Pradesh (माध्यमिक शिक्षा विभाग, उत्तर प्रदेश) and running payment may be released to the concerned IT Consultant as per the terms and conditions of the contract awarded to the IT Consultant by UPLC and review of the progress in project.

14. Taxes

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

15. Termination of Contract

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

- a) The term of Contract expires.



- b) Performance is below expected level
- c) Non-adherence to the timelines of the project.
- d) Quality of work is not satisfactory and not acceptable to the end user.

16. Termination for Insolvency, Dissolution etc.

The UPLC may at any time terminate the Contract by giving written notice to the Consultant, if the Consultant becomes bankrupt or otherwise insolvent or in case of dissolution of company or winding up of company. In this event termination will be without compensation to the Consultant, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the UPLC.

17. 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.



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 | | | |

Signature

In the capacity of

Duly authorized to sign proposal for and on behalf of

Date.....

Place.....



Annexure II

TEAM COMPOSITION AND TASK ASSIGNMENTS

Technical/Managerial Staff

| Sl. No. | Name | Qualification | Position | Task |
|---------|------|---------------|----------|------|
| 1. | | | | |
| 2. | | | | |
| 3. | | | | |

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

| | | |
|--|---|--|
| Name | : | |
| Proposed Position | : | |
| Date of Birth | : | |
| Profession/ Present Designation | : | |
| Brief Description on Experience | : | |

Experience:

| Description of Project (Include projects relevant to this Bid. Max citations 5) | Client | Role |
|--|---------------|-------------|
| 1. | | |
| 2. | | |
| 3. | | |

Education:

| Degree | Date/s | Institute | Location |
|---------------|---------------|------------------|-----------------|
| | | | |

Employment Record:

| Organization | Period | Designation | Job Profile |
|------------------------|---------------|--------------------|--------------------|
| 1. | | | |
| (Add rows if required) | | | |

Languages:

| Language | Read | Write | Speak |
|------------------------|-------------|--------------|--------------|
| (Add rows if required) | | | |

Certification:

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

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

PROPOSAL SUBMISSION FORM

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

Ref: Submission of Proposal against your Tender Reference No UPLC_IT_CONSULTANT_LAPTOP_15_10_2015

Dear Sir,

Having examined the RFP document, we, the undersigned, herewith submit our response to your RFP reference No.UPLC_IT_CONSULTANT_LAPTOP_15_10_2015 for “SELECTION OF CONSULTANT FOR IDENTIFICATION OF VENDOR(s) FOR SUPPLY AND DISTRIBUTION OF LAPTOP THROUGH OUT THE STATE OF UTTAR PRADESH”, in full conformity with the said Tender document and our technical proposal (bid).

1. Our proposal shall be binding upon us subject to the modifications resulting from contract negotiations, up to expiration of the validity period of the proposal.
2. We would like to declare that we the Bidder (of this Tender) Company or its any of its associated Company/ Firm/ Society or any entity with business interest, are neither already empanelled with nor have applied for their empanelment with UPLC under any of the business activities such as Software or Hardware or Computer Education and Training, etc. or with business interest, any of the subsequent IT implementation job concerned with the Project. We know that such bids will not be considered.
3. We would like to declare that we the Bidder (of this Tender) Company or any of its associated company/Firm/society or any entity do not have any with business interest association or link in any manner with the Consultant Evaluation Committee members or its family members of his/hers associated this Tender. We know that such bids will not be considered.
4. We would like to declare that we are not involved in litigation with, and we are not under a declaration of ineligibility by, any Central/State/UT Government in India for corrupt or fraudulent practices.
5. We hereby declare that we have not been blacklisted by any State/Central/UT Government Deptt/Organization/ Institution.
6. We declare that we have not been charged with any fraudulent activities by any Central/State/UT Government Deptt /Organization/Institution.
7. We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will indulge in bribery or any prohibited acts and behavior and we shall be responsible for any such acts.
8. We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely “Prevention of Corruption Act, 1988.”



9. We understand that UPLC is not bound to accept any or all bids received in response to this Tender.
10. We agree to abide by all the terms and conditions mentioned in the Request for Proposal Reference No. UPLC_IT_CONSULTANT_LAPTOP_15_10_2015 for selection of Consultant against this tender.
11. We agree to abide by all the terms and conditions of the Tender and also all the terms and conditions of the Contract that will be issued by UPLC in case we are selected as Consultant against this tender by the UPLC.

We remain,

yours sincerely,

Authorized Signature:

Name and Title of Signatory: Seal of Bidder Company



Annexure V

FINANCIAL PROPOSAL SUBMISSION FORM (BOQ)

Ref: Submission of Proposal against your RFP Reference No. UPLC_IT_CONSULTANT_LAPTOP_15_10_2015

We, the undersigned, offer to Provide Consultancy Services to UPLC for IDENTIFICATION OF VENDOR(s) FOR SUPPLY AND DISTRIBUTION OF LAPTOP THROUGH OUT THE STATE OF UTTAR PRADESH”.

Our details Financial Proposal is as follows:

(Amount in Indian Rupees)

| Particulars | Basic Price | Service Tax @ 14% | Total Cost for the Assignment |
|--|--------------------|--------------------------|--------------------------------------|
| Cost of the Assignment as per Scope of Work and TOR given in Annexure-III of the Tender Reference No. UPLC_IT_CONSULTANT_LAPTOP_15_10_2015 | | | |
| Total Cost | | | |
| Total Cost (in words) | | | |

Signature & Stamp



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.

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(Ref No.UPLC_IT_CONSULTANT_LAPTOP_15_10_2015) 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.