



**U.P. Electronics Corporation Limited
(U.P. Government Undertaking)
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Request for Proposal (RFP)
FOR
SELECTION OF CONSULTANT FOR
Providing Consultancy Services for Procurement of Bicycle.

Bid REFERENCE : UPLC/IT-Consultant/04/13-09-2013
E-tender Portal : <http://etender.up.nic.in>

Critical Dates

SN	Particulars	Date	Time
1	Publishing Date	13 September 2013	06:00PM
3	Bid Submission Start Date	14 September 2013	11:00 AM Onwards
4	Bid Submission End Date	21 September 2013	03:00 PM
5	Bid Opening Date	21 September 2013	03:15 PM

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

e-Bid Processing Fee : NIL



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e-Bid Notice
FOR
SELECTION OF CONSULTANT FOR
Providing Consultancy Services for Procurement of Bicycle.

On the behalf of Department of Labour, Government of Uttar Pradesh, online e-bids are invited from the I.T. consultants, who are already empanelled with U.P. Electronics Corporation Limited for providing consultancy services to the Department of Labour, Government of Uttar Pradesh for implementation of procurement of Bicycle Projects/Schemes. On the behalf of Department of Labour, Government of Uttar Pradesh, UPLC will select the Consultant for **Providing Consultancy Services for Procurement of Bicycle**. The Bid submission start date is **14 September 2013** and Bid end submission date is **21 September 2013**. The Bids shall be opened on the **21 September 2013** or afterwards. The details of submission of e-Bids are available in the e-Bid document uploaded on the e-tender portal <http://etender.up.nic.in> and website www.uplc.in. The Corporation reserves the right to cancel any or all the e-Bids or annul the Bidding process without assigning any reason thereof.

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

e-Bid Ref No: UPLC/IT-Consultant/04/13-09-2013



**Request for Proposal
FOR
SELECTION OF CONSULTANT FOR
Providing Consultancy Services for Procurement of Bicycle.**

The Department of Labour, Government of Uttar Pradesh would like to initially purchase approximate 3 lakh Bicycles for free distribution to the suitable beneficiaries in the Uttar Pradesh. The department of Labour, Government of UP, has also informed that this quantity may substantially increase after the registration of more labourers.

U.P. Electronics Corporation Ltd (UPLC) is the nodal agency appointed by the Government of Uttar Pradesh to provide IT/ITES solutions & Consultancy 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 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, 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 Labour Commissioner Organization administers and enforces 33 labour laws (24 are Central legislations and 09 State legislations) to ensure, mainly, provisions relating to social justice and economic inter-dependency, improvement in working conditions, social security, and protection against harassment and exploitation of working children, women and men employed in organized sector. Labour department ensures quick disposal of industrial disputes through its conciliation machinery with a view to establish harmonious industrial relations amongst the employers and employees, so that along with growth in industrial production, the interests of workmen are also protected. The department periodically fixes the minimum wages and ensures their due and timely payment to the workmen. The labour laws are consistent with fundamental rights of citizen, the directive principles of Indian Constitution, and at international level, with standards laid down by International Labour Organisation through various conventions and recommendations.

Labour Commissioner Organization was established in 1936. Along with executive functions through its administrative set up, following wings are also established in the Organisation to enforce various labour laws and timely intervention in industrial disputes:

- Enforcement and Conciliation;
- Directorate of Factories; and
- Directorate of Boilers.

Currently 22 different sections are functioning at the headquarter under control of the Labour Commissioner.

The Department of Labour, Government of Uttar Pradesh would like to initially purchase approximate 3 lakh Bicycles for free distribution to the suitable beneficiaries in the Uttar Pradesh. The department of Labour, Government of UP, has also inform that this quantity may substantially increases after the registration of more labourers.. Accordingly, on the behalf of Department of Labour, Government of UP will select the Consultant for project / scheme. The selected consultant will be required to **Bid Process Management, Selection of Vendor(s) for Procurement of Bicycle and Monitoring for distribution of Bicycles in State for the Department of Labour, Government of Uttar Pradesh.** The selected consultant shall be required to work closely with the Labour Department, Government of UP.



SECTION I: Letter of Invitation

1. On behalf of Department of Labour, Uttar Pradesh, through this Request for Proposal (RFP), it is intended to invite e-Bids for SELECTION OF CONSULTANT FOR Providing Consultancy Services for Procurement of Bicycle for Department of Labour, UP.
2. Bidders are advised to study the e-Bid document carefully.
3. Submission of e-Bids against this tender shall be deemed to have been done after careful study and examination of the procedures, terms and conditions of the e-Bid document with full understanding and its implications.
4. The Corporation may, at its own discretion, extend the date for submission of e-Bids. In such case all the rights and obligations of the Corporation and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.
5. **Only those IT Consultant Companies who are already empanelled in U.P. Electronics Corporation Ltd as Consultant vide e-bid reference no UPLC-IT-CONSUL/11-12-01 and UPLC-IT-CONSUL/11-12-02, are eligible to participate in this Tender. The e-Bids submitted by any other bidders will be treated as non-responsive and will not be considered against this e-Bid.**
6. The e-Bid document is available on e-tender portal <http://etender.up.nic.in> and also on UPLC's website www.uplc.in. Interested Bidders may view, download the e-Bid document, seek clarification and submit their e-Bids online only on e-tender portal <http://etender.up.nic.in>, up to the date and time mentioned in the table below:-

e-Bid Reference No.	UPLC/IT-Consultant/04/13-09-2013
Purpose	Request For Proposal (RFP) for SELECTION OF CONSULTANT FOR Providing Consultancy Services for Procurement of Bicycle for the Department of Labour, Government of Uttar Pradesh.
Date of Publication of e-Bid notice	13 September 2013 on e-tender portal http://etender.up.nic.in and website of UPLC www.uplc.in
Last date for submission of e-Bids	21 September 2013 up to 03.00 P.M.
Site for submission of e-Bid	http://etender.up.nic.in
Web site address	www.uplc.in
e-mail address	md@uplc.in, uplclko@gmail.com
e-Bid Inviting Officer	Shri Prabhat Mittal (IAS), Managing Director
Date of opening of e-Bids	21 September 2013 at 03.15 P.M. or afterwards
Venue of Opening of e-Bids	UP Electronics Corporation Ltd, 10, Ashok Marg, Lucknow-226001
Contact numbers	0522-2286808, 0522-2286809 0522- 4130303 Mob: 09235567201
Fax number	0522-2288583



7. This RFP is being published for the Department of Labour, Government of UP by UP Electronics Corporation Limited. The selected consultants will work for the Department of Labor, Government of Uttar Pradesh.
8. UPLC reserves the right to cancel any or all the e-Bids or annul the e-Bid process without assigning any reason thereof.
9. The Bidders electronically in the PDF format must upload all the required documents. It is suggested that the PDF Files should be made in grayscale using the minimum readable appropriate resolution so that the size of the files is minimized for fast uploading on the e-Bid portal <http://etender.up.nic.in>. The required electronic documents for each document label of Technical (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 6-7 MB size.



SECTION II: INSTRUCTIONS TO BIDDERS (ITB)

1. DEFINITIONS

In this Contract, the following terms shall be interpreted:

- a. “Purchaser” means the Purchaser with which the selected Bidder signs the Contract for the service. In this Project, the purchaser is the “UPLC” means U.P. Electronics Corporation Ltd., 10, Ashok Marg, Lucknow-226001 on behalf of end-customer Department.
- b. “The Consultant” means only those IT Consultant Companies who are empanelled in U.P. Electronics Corporation Ltd as Consultant vide e-bid reference no **UPLC-IT-CONSUL/11-12-01 and UPLC-IT-CONSUL/11-12-02.**
- c. “e-Bid” means the Technical proposal and the financial proposal.
- d. “Instructions to Bidders” means the document which provides interested Bidders with all information needed to prepare their Bids. This document also details out the process for the selection of the Consultant for the work mentioned in this tender document.
- e. “Scope of work” (SOW) means Scope of work mentioned in **Section III: Terms of Reference** of the RFP which explains the objectives, Scope of work, activities, tasks to be performed, and expected results and deliverables of the assignment, respective responsibilities of the Purchaser and the Bidder. *
- f. “The Contract” means the agreement entered into between the UPLC on behalf of end Customer Department i.e. and the Consultant, as recorded in the Contract Form signed by the parties, including all the attachments and appendices thereto and all documents incorporated by reference therein;
- g. “The Contract rates” mean the charges for the various consultancy assignment payable to the Consultant under the Contract for the full and proper performance of its contractual obligations;
- h. “Services” means the Consultancy services and other obligations of the Consultant covered under the Contract;
- i. “The Project Site”, where applicable, means the sites client Department located in different cities of Uttar Pradesh.
- j. “Day” means a calendar day.
- k. The “End-Customer/Client Department” means the Department of Labour, Uttar Pradesh

2. THE BIDDING DOCUMENT

1. Availability of e-Tender Document

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

2. Contents of e-Bid Document

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

- SECTION I : Letter of Invitation
- SECTION II: INSTRUCTIONS TO BIDDERS (ITB)



- SECTION III: TERMS OF REFERENCE (TOR) AND SCOPE OF WORK
- SECTION IV: BIDDER'S ELIGIBILITY CRITERIA & METHOD OF SELECTION, EVALUATION PROCESS
- SECTION V – Standard Terms and Conditions
- SECTION VI - Technical Proposal Submission Form (Annexure I-III)
 - Covering Letter for Proposal Submission Form (Annexure IV)
 - Financial Proposal Submission Form (Annexure V)
 - Format of Agreement (Annexure VI)

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

3. Clarifications of e-Tender Documents

A prospective Bidder requiring any clarification of the e-tender documents may raise his point of clarification to UPLC's e-mail md@uplc.in or uplc1ko@gmail.com

4. Amendment of e-Tender Document

At any time prior to the deadline for submission of e-Bids, the UPLC may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the e-tender document by amendments. Such amendments shall be posted/uploaded on the e-tender portal <http://etender.up.nic.in> through corrigendum and shall form an integral part of the e-Bid documents. The relevant clauses of the e-tender 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 e-tender portal <http://etender.up.nic.in> and www.uplc.in from time to time for any amendment in the e-Bid document. In case of failure to get the amendments, if any, the UPLC shall not be responsible for any negligence on part of the Bidder.

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

3. PREPARATION & SUBMISSION OF e-Bids

1. Documents Constituting the e-Bid

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

- a) Technical proposal submission form Annexure I, II and III
- b) Financial proposal submission form – Annexure V



4. Documents Establishing Bidder's Qualification

The Bidder shall furnish, as part of **Technical Proposal (Annexure I to III)**, 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 e-Tender document.

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

5. Period of Validity of e-Bids

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

6. Format and Signing of e-Bids

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

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

7. Submission of e-Bids

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

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

For participating in e-tender through the e-Bidding system, it is necessary for the Bidders to be the registered users of the e-tender portal <http://etender.up.nic.in>. For this, the Bidders have to register themselves by depositing a fee of `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 e-tender



portal <http://etender.up.nic.in>. The Bidders may contact U.P. Electronics Corporation Limited at the contact details given in Section I of e-tender document.

In addition to the normal registration, the Bidder has to register with his/her Digital Signature Certificate (DSC) in the e-Bidding system and subsequently he/she will be allowed to carry out his/her e-Bids submission activities. Registering the Digital Signature Certificate (DSC) is a onetime activity till its validity. Before proceeding to register his/her DSC, the Bidder should first log on to the e-Bidding 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 e-tender portal well in advance before Bid submission end date so that he/she should not face any difficulties while submitting his/her e-Bid against this e-tender. The Bidder can perform User Login registration/creation and DSC registration exercise as described in preceding paragraphs above even before e-Bid submission date starts. The UPLC shall not be held responsible if the Bidder tries to submit his/her e-Bids at the last moment before end date of submission but could not submit due to DSC registration or any other technical problems.

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

After clicking the 'Pay Offline' option, the Bidder will be redirected to the Terms and Conditions page. The Bidder should read the Terms & Conditions before proceeding to fill in the 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 e-tender document. The details of the Demand Draft or any other accepted instrument which is to be physically sent in original before Bid submission and date and time, should tally with the details available in the scanned copy and the data entered during e-Bid submission time otherwise the e-Bid submitted will not be accepted.

Before uploading, the Bidder has to select the relevant Digital Signature Certificate. He may be prompted to enter the Digital Signature Certificate password, if necessary. For uploading, the Bidder should click "Browse" button against each document label in Technical



schedules/packets and then upload the relevant PDF files already prepared and stored in the Bidder's computer. The required documents for each document label of Technical. Schedules/packets can be clubbed together to make single different files for each label.

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

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

8. Deadline for Submission of e-Bids

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

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

UPLC shall not consider any request for date-extension for e-Bid-submission on account of late downloading of e-tender (RFP) by any prospective Bidder. E-Bids should be uploaded on e-tender portal <http://etender.up.nic.in> on or before **03.00 P.M. of 21 September 2013**.

9. Late e-Bids

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

10. Withdrawal and Resubmission of e-Bids

At any point of time, a Bidder can withdraw his/ her e-Bids submitted online before the e-Bids submission end date and time. For withdrawing, the Bidder should first log in using his/ her Login Id and Password and subsequently by his/ her Digital Signature Certificate on the e-procurement portal <http://etender.up.nic.in>. The Bidder should then select "My Bids" option in the Bid Submission menu. The page listing all the Bids submitted by the Bidder will be displayed. Click "View" to see the details of the Bid to be withdrawn. After selecting



the "Bid Withdrawal" option, the Bidder has to click "Yes" to the message "Do you want to withdraw this Bid?" displayed in the Bid Information window for the selected Bid. The Bidder also has to enter the Bid Withdrawing reasons and upload the letter giving the reasons for withdrawing before clicking the "Submit" button. The Bidder has to confirm again by pressing "Ok" button before finally withdrawing his/ her selected Bid. Once the Bidder has withdrawn his /her Bid he/she cannot re-submit this Bid again.

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

The Bidder can resubmit his/ her e-Bids as and when required till the Bid submission end date and time. The new one bid will replace the e-Bids submitted earlier. The payment made by the Bidder earlier will be used for revised e-Bids and the new Bid submission summary generated after the successful submission of the revised e-Bids will be considered for evaluation purposes. For resubmission, the Bidder should first log in using his/ her Login ID and Password and subsequently by his/ her Digital Signature Certificate on the e-procurement portal <http://etender.up.nic.in>. The Bidder should then select "My Bids" option in the Bid Submission menu. The page listing all the Bids submitted by the Bidder will be displayed. Click "View" to see the details of the Bid to be resubmitted. After selecting the "Bid Resubmission" option, click "Encrypt & Upload" to upload the revised e-Bids documents by following the methodology provided in clause9 (submission of e-bids) above.

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

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

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

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

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

UPLC will open all e-Bids, in the presence of bidder's authorized representatives who choose to attend at **03.15 PM on 21 September 2013** at UP Electronics Corporation Ltd, 10 Ashok Marg, Lucknow-226010. The bidder's representatives who are present shall sign a register evidencing their attendance. In the event of the specified date of e-Bid opening being declared a holiday for the Purchaser, the e-Bids shall be opened at the appointed time and place on the next working day.



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

After evaluation of technical e-Bids, UPLC shall notify those bidders whose e-Bids were considered non-responsive to the Conditions of the Contract and not meeting the Qualification Requirements indicating that they did not technically qualify for selection as Consultant. UPLC will simultaneously notify the bidders, whose technical e-Bids were considered acceptable and have been shortlisted for opening of their financial e-bids.

12. Cost of preparation of e-Bids to be borne by the Bidders

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



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

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

This RFP is being published for the Department of Labour, Government of UP by UP Electronics Corporation Limited. The selected consultants will work for the Department of Labor, Government of Uttar Pradesh.

1. Preparation of RFP and Bid Process Management

1. The selected consultant will prepare the Request for Proposal (RFP) for Competitive Bidding for selection of Vendor(s) for procurement of 3 lakh Bicycles for free distribution to the suitable beneficiaries in the Uttar Pradesh which may substantially increases after the registration of more labourers. The selected Consultant shall also carry out the Bid Process Management through the bidding process in consultation with Department of Labour, Government of UP. The selected consultant shall also responsible for monitoring of distribution of Bicycles etc.
2. Bid Process Management for the selection of Bidder shall include but , but not limited to the following activities:
 - (i) Preparation of the draft RFP by the consultant
 - (ii) Incorporation of any changes suggested by Department of Labour, UP in the draft RFP and Preparation of the Final RFP
 - (iii) Assist in Publishing of the RFP on approval of the RFP from Department of Labour, UP and preparing a Power Point Presentation highlighting the salient features / points of the RFP.
 - (iv) Bid Invitation.
 - (v) Assist the Department of Labour, UP in Pre-bid meetings / conferences and draft the corrigendum and clarifications document
 - (vi) Techno-Commercial Evaluation of the RFP for shortlisting of the Bidders
 - (vii) Assist in the Award of Contract / Letter of Intent
 - (viii) Signing of the Agreement between Selected Vendor(s) and Department of Labour, UP.
 - (ix) Monitoring of distribution of Bicycles etc
3. The consultant shall design MIS templates to help the Department of Labour, UP to monitor the project and work done by the selected Vendor. The consultant shall also define the timelines of the MIS in consultation with the Department of Labour, UP and submit an action plan to support the Department of Labour, UP in monitoring for distribution of Bicycles etc.
4. Timelines for carrying out activities will be decided in consultation with Department of Labour, Government of Uttar Pradesh.

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

Bidders shall be required to deploy an appropriate team consisting of Consultants as per below mentioned requirements. The Bidder shall deploy requisite number of personnel's depending on the allotted work, however Bidder need to provide following resources



mentioned in table below for the assigned consultancy work and these resources plus additional resources (if required) shall have to be deployed by the Bidder on engagement for identified task as indicated. The expectations on the resources that would be proposed for the project are as follows:

- a) The team together should have a mix of experts as per the requirement of the project.
- b) The team should consist of resources with prior experience in IT/ITES/e-Governance projects/procurement/Technical competence for purchase of items.
- 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 (Full Time)
2.	Procurement Expert	01 (On Need Basis)
3.	Bid Process Expert	01 (On Need Basis)
4.	Financial and Legal Expert	As per requirement

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

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 Labour, Government of Uttar Pradesh, whose decision will be final and binding on both the parties.

Payment:

Payment will be released to selected consultant subject to the payment received from client department i.e. Department of Labour, Government of Uttar Pradesh as per following payment terms & conditions:

1.	Preparation of Draft RFP	15% of the Consultancy fee
2.	Submission of final draft of the Final RFP	20% of Consultancy fee
3.	Approval of RFP by Department of Labou, Government of UP	10% of the Consultancy fee
4.	Publishing of the RFP for competitive bidding	10% of the Consultancy fee
5.	Bid Process Management & Submission of Report to the Department	20% of the Consultancy fee
5.	Issue of Work Order to the selected Bidder / Bidders and Contract Finalization	10% of Consultancy fee
6.	Supply of 40% Bicycle of total quantity and Monitoring	5% of Consultancy fee
7.	Supply of 60% Bicycle of total quantity and Monitoring	5% of Consultancy fee
8.	Supply of 100% Bicycle of total quantity and Monitoring	5% of Consultancy fee
Total		100% Consultancy fee



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

Only those consultants shall be eligible for bidding in this tender who are empanelled in UPLC vide e-bid reference no **UPLC-IT-CONCUL/11-12-01 and UPLC-IT-CONCUL/11-12-02**. Bids submitted by any other bidder would be treated as non-responsive.

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

1. Evaluation of Technical Bids: -

- Constitution of Consultant Evaluation Committee (CEC)
 - The evaluation of the e-bids shall be carried out by Consultant Evaluation Committee (CEC), which shall be constituted by UP Electronics Corporation Limited consisting of members from finance, legal and other concern department of UPLC and technical expert(s) from Government/Institutions. The representative of Department of Labour, UP, representative of Department of Information Technology & Electronics, Uttar Pradesh, shall be members of Consultant Evaluation Committee (CEC). The CEC will evaluate the tenders in two stages i.e. Technical & Financial.
- Technical bids should be analyzed and evaluated by a Consultancy Evaluation Committee (CEC). Technical bids in the following conditions will be summarily rejected as being non responsive
 - Technical Bids of those bidders, who are not empanelled with UPLC as Consultants.
 - Technical bids unsigned and incomplete, not responding to the TOR fully and properly and those with lesser validity than that prescribed in the RFP.

2. Evaluation of Financial e-Bids

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



3. Negotiations

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

4. Award of Contract

- UPLC proposal based on the proposal of the winner bidder, which will be Lowest One (L-I) prices and after negotiation (if required), will be submitted to the client department. After acceptance of the said proposal by the client Department, the consultancy work will be awarded to the successful bidder, whose bid will be the Lowest One (L-I) price for total cost of assignment (Annexure-V).

5. Confidentiality

- The selected consultant will treat as confidential all data and information about the purchaser/end-customer (Department of Labour, Uttar Pradesh), 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 (Department of Labour, Uttar Pradesh).



SECTION V – Standard Terms and Conditions

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

Placement of Work Order

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

Application

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

Conflict of Interest

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

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



assets. Similarly, consultants hired to prepare Terms of Reference (TOR) for an assignment shall not be hired for the assignment in question.

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

Unfair Competitive Advantage

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

Disclaimer clause

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

Disclosure of Interests and Links

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

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

Standards of Performance.

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



of Labour, Uttar Pradesh) in any dealings with the third party. The consultant shall abide by all the provisions/Acts/Rules etc. of Information Technology prevalent in the country. The consultant shall conform to the standards laid down in the RFP in totality.

Consultant Personnel

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

Applicable Law

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

Assignment and Subcontracting

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

Intellectual Property Rights

No services covered under the Contract shall be sold or disposed by the Consultant in violation of any right whatsoever of third party, and in particular, but without prejudice to the generality of the foregoing, of any patent right, trademark or similar right, or any charge mortgage or lien. The Consultant shall be indemnify the UPLC/ Client Department 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 shall be defended in the defense of such proceedings.

Governing Language

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



Payment Terms

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

Taxes

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

Termination of Contract

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

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

Termination for Insolvency, Dissolution etc.

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

2. Fraud and Corruption

Under the policy of "U.P. ELECTRONICS CORPORATION" policy the Bidder, if selected shall have to observe the highest standard of ethics during the selection and execution of such contracts. In pursuance of this policy, the UPLC

- ❖ Defines, for the purposes of this provision, the terms set forth below as follows:
 - "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution; and
 - "Fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the "UPLC" and includes collusive practices amongst consultant (prior to or after submission of proposals) with Service Provider empanelled with UPLC, designed to establish prices at artificial, noncompetitive levels and to deprive the "UPLC" of the benefits of free and open competition.



- ❖ Will reject a proposal for award if it determines that the consultant recommended for award is/was engaged in corrupt / fraudulent / coercive activities in getting the contract in question;
- ❖ Will cancel the consultant's contract if it at any time determines that its representatives are engaged in corrupt or fraudulent practices.
- ❖ Will declare a consultant ineligible, either indefinitely or for a stated period of time, to be awarded a "UPLC" contract if it at any time determines that the consultant has engaged in corrupt or fraudulent practices in getting or executing the "UPLC" contract;
- ❖ Will have the right to have them audited by auditors appointed by the "UPLC"
- ❖ Will cancel the contract if at any stage it comes to know that the selected Consultant or Consulting Company has any relation with any of the members of Consultancy Evaluation Committee (CEC) or the decision making authorities.



SECTION VI - Technical Proposal Submission Form

Consultant's General Information – Annexure -I

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



Team Composition and Task Assignments – Annexure II

Technical / Managerial Staff

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

Signature.....
In the capacity of.....
Duly authorized to sign proposal for
And on behalf of.....
Date.....
Place.....



Format of Curriculum Vitae (CV) for key professional staff – Annexure III

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:



PROPOSAL SUBMISSION FORM -Annexure IV

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/04/13-09-2013

Dear Sir,

Having examined the RFP document, we, the undersigned, herewith submit our response to your RFP reference No. **UPLC/IT-Consultant/04/13-09-2013** for SELECTION OF CONSULTANT FOR Providing Consultancy Services for Procurement of Bicycle for Department of Labour, UP, in full conformity with the said Tender document and our technical proposal (bid).

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



Tender.

10. We agree to abide by all the terms and conditions mentioned in the Request for Proposal **UPLC/IT-Consultant/04/13-09-2013** 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



Financial Proposal Submission Form - Annexure V

Ref: Submission of Proposal against your RFP Reference No. **UPLC/IT-Consultant/04/13-09-2013**

We, the undersigned, offer to provide Consultancy services to UPLC for SELECTION OF CONSULTANT FOR Providing Consultancy Services for Procurement of Bicycle for Department of Labour, UP.

Our details financial proposal is as follows:

SN	Particulars	Basic Price (in Rs)	Service Tax @12.36%	Total cost for assignment (in Rs)
1.	Providing Consultancy Services for Procurement of Bicycle as per Scope of Work mentioned the RFP			
Total Cost				
Total Cost - in words				

Signature & Stamp



Format of Agreement - Annexure VI

(To be executed on a **On Non Judicial Stamp Paper Of `100/-** by the successful Bidder)

This agreement is made thisday of.....2012 at Lucknow between M/s.....

.....(name of the “Consultant” for SELECTION OF CONSULTANT FOR Providing Consultancy Services for Procurement of Bicycle for Department of Labour, UP. , referred to as the “First Party”, which expression shall include his heirs, executors and administrators/ their successors and M/s U P Electronics Corporation Limited, 10, Ashok Marg, Lucknow (in short UPLC), referred to as the “Second Party”, through Managing Director, U P Electronics Corporation Limited, Lucknow, hereinafter include his successors and assignees.

That WHEREAS the First Party will do the SELECTION OF CONSULTANT FOR Providing Consultancy Services for Procurement of Bicycle for Department of Labour, UP. , in accordance with all the terms and conditions contained in the Tender Document No. **UPLC/IT-Consultant/04/13-09-2013** and also the terms and conditions contained in the subsequent 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 OFTWO THOUSAND AND TWELVE.

Authorized Signatory of
“First Party”

Signature:
Name and Address:

Witness for “First Party”
Signature:
Name & Address

Authorized Signatory of
“Second Party”

Signature:
Name & Address:

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