

U.P. Electronics Corporation Limited



(U.P. Government Undertaking)

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REQUEST FOR PROPOSAL (RFP) **FOR** **EMPANELMENT OF ONE OR MORE** **I.T. CONSULTANT(S)**

eBid Reference No. : UPLC-IT-CONSUL/12-13-01
E-Bid Portal : <http://etender.up.nic.in>

Critical Dates

S N	Particulars	Date	Time
1	Publishing Date	03 AUG 2012	06:00 PM
2	e-Bid Submission Start Date	03 AUG 2012	06:00 PM
3	e-Bid Submission End Date	24 AUG 2012	06:00 PM
4	e-Bid Opening Date and time	24 AUG 2012	06:15 PM or afterwards

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

e-Bid Processing Fee : Rs 5,000.00 (Rupees Five thousand only)
(Non-refundable)

Earnest Money Deposit (EMD) : Rs 1, 00,000.00 (Rupees One Lakh only)
(Refundable)

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**e-Bid Notice
for**

Empanelment of one or more I.T. consultant(s) for providing consultancy services in implementation of e-Governance Projects/Schemes etc to U.P. Electronics Corporation Ltd (UPLC) and to the State Government Departments, on behalf of UPLC

Online proposals are invited for Empanelment of one or more I.T. consultant(s) to provide Consultancy Services to UPLC and/or to the State Government Departments on behalf of UPLC for implementation of e-Governance projects/ schemes and any other services provided by UPLC to Government Agencies/ Departments, up to 6.00 P.M. on 24 AUG 2012 and Bids shall be opened on 06:15 P.M. on the same day or afterwards. The Processing Fee (non-refundable) is Rs 5,000/- (Rupees five thousand only). The e-Bid Security is Rs 1.00 lakh (Rupees One Lakh) only. **The Companies already empanelled with UPLC as I T Consultants, need not apply against this RFP.** 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 of UPLC www.uplclko.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-226 001

e-Bid Ref No: UPLC-IT-CONSUL/12-13-01

INTRODUCTION

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

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

SERVICES PROVIDED BY THE UPLC:

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

SECTION I :LETTER OF INVITATION

1. Through this Request For Proposal (RFP), it is intended to invite e-Bids for selecting Empanelment of one or more I.T. consultant(s) to provide Consultancy Services to UPLC and or to the State Government Departments on behalf of UPLC for implementing e-Governance projects/ schemes, and any other services provided by UPLC to the Government agencies/ Departments. **The Companies already empanelled with UPLC as I T Consultants, need not apply against this RFP.**
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. The e-Bid document is available on e-tender portal <http://etender.up.nic.in> and also on UPLC's website www.uplclko.in. Interested Bidders may view, download the e-Bid document, seek clarification and submit these e-Bids online only on e-tender portal <http://etender.up.nic.in>, up to the date and time mentioned in the table below:-

e-Bid Reference No.	UPLC-IT-CONSUL/12-13-01
Purpose	Request For Proposal(RFP) for Empanelment of one or more I.T. Consultant(s)
Date of Publication of e-Bid notice	03 AUG 2012 on e-tender portal http://etender.up.nic.in and website of UPLC www.uplclko.in
Last date for submission of e-Bids	24 AUG 2012 up to 06.00 P.M.
Site for submission of e-Bid	http://etender.up.nic.in
Web site address	www.uplclko.in
e-mail address	md@uplclko.in, uplclko@gmail.com
e-Bid Inviting Officer	Shri Prabhat Mittal, Managing Director
Date of opening of e-Bids	24 AUG 2012 at 06.15 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
e-Bids Processing Fee (non refundable)	Rs 5,000/- (Rupees five thousand Only) by way of Banker's Cheque/Demand in favour of U.P. Electronics Corporation Ltd, payable at Lucknow issued from any Nationalized or Scheduled bank
Earnest Money Deposit (EMD)	Rs 1,00,000/- (Rupees One lakh only) by way of Banker's Cheque/ Demand Draft drawn in favour of UP Electronics Corporation Ltd, payable at Lucknow issued from any Nationalized or Scheduled Bank

6. All e-Bids must be accompanied by e-Bid processing fee of Rs 5,000/- and Earnest Money Deposit(EMD) of Rs 1.00 lakhs (Rupees One Lakh) in the form of Demand Draft/Bankers Cheque in favour of U.P. Electronics Corporation Ltd., payable at Lucknow. The validity of such Banker's Cheque/ Demand Draft must have their validity not less than 6 months period. The scanned copy of the processing fee and EMD must be uploaded along with the e-Bid, and the originals should reach the office UPLC office at Lucknow before e-Bid submission end date and time.
7. UPLC reserves the right to cancel any or all the e-Bids or annul the e-Bid process without assigning any reason thereof.
8. All the required documents must be uploaded by the Bidders electronically in the PDF format. It is suggested that the PDF Files should be made in grayscale using the minimum readable appropriate resolution so that the size of the files is minimized for fast uploading on the e-Bid portal <http://etender.up.nic.in>. The required electronic documents for each document label of Technical (Fee details, Annexures 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)

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-226 001.
- b. “The Consultant” means the I T Consultancy Company delivering the Consultancy Services under this Contract for the period of two years. The Empanelment of I T Consultant will be for a period of two years from the date of issuance of letter of empanelment and based on their performance during their empanelment period on the Projects assigned to them, empanelment may be extended for one year.
- c. “e-Bid” means the Technical Proposal.
- d. “Instructions to Bidders” (Section II of RFP) 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.
- 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 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 Departments/Institutions of State government located in different cities of India, taking the Consultancy Services against the Job orders of UPLC.
- j. “Day” means a calendar day.

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.upclco.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-tender document. The e-tender document includes:

- (a) Section I : Letter of Invitation
- (b) Section II : Instructions to Bidders (ITB)
- (c) Section III : Terms of Reference (TOR)
- (d) Section IV : Bidder's Eligibility and Qualification Criteria and Selection Procedure
- (e) Section V : Terms and Conditions
- (f) Annexure I to VI : Technical Proposals Submission Form etc

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

3 Clarifications of e-Tender Documents

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

4 Amendment of e-Tender Document

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

It shall be the sole responsibility of the prospective Bidders to check the e-tender portal <http://etender.up.nic.in> and www.uplclko.in 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>.

PREPARATION & SUBMISSION OF e-Bids

5 Documents Constituting the e-Bid

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

e-Bids - e-Bids will comprise of :

- a) **Fee Details** – includes copies of e-Bid Processing Fee and EMD furnished in accordance with ITB Clause 7 in PDF format.
- b) **Bidder's General Information** – includes filled-in signed statements as per Annexures 1, II, III, IV, V, VI (in the PDF format)
- c) **Qualification Details** – includes copies of required documents as per ITB Clause 6 in PDF format justifying that the Bidder is qualified and meets the criteria for the appointment.

6 Documents Establishing Bidder's Qualification

The Bidder shall furnish, as part of Technical Proposal (Annexure I to VI), documents establishing the Bidder's qualification to perform the Contract. The documentary evidence in support of the information furnished should be submitted by the Bidder electronically in the PDF format. The Bidder's eligibility criteria and empanelment procedure is defined in Section IV of e-Tender document.

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

7 e-Bid Processing Fee and EMD

Pursuant to ITB Clause All e-Bids must be accompanied by e-Bid processing fee of Rs 5,000/- and Earnest Money Deposit(EMD) of Rs 1.00 lakhs (Rupees One lakh) in the form of Demand Draft/Bankers Cheque in favour of U.P. Electronics Corporation Ltd., payable at Lucknow. The validity of such Banker's Cheque/ Demand Draft must have their validity not less than 6 months period. The scanned copy of the processing fee and EMD must be uploaded along with the e-Bid, and the originals should reach the office UPLC office at Lucknow before e-Bid submission end date and time.

Any Bid not secured in accordance with above shall be treated as non responsive and rejected by the UPLC. No interest shall be payable by the purchaser for the sum deposited as Earnest Money Deposit. No Bank Guarantee will be accepted in lieu of the Earnest Money Deposit.

The EMD of the Bidders would be returned back within one month of signing of the contract with the successful bidder

The EMD shall be forfeited by the Purchaser in the following events:

- I. If eBid is withdrawn during the validity period or any extension agreed by the Bidder thereof, after opening of the eBid.
- II. If the eBid is varied or modified in a manner not acceptable to the purchaser after opening of eBid during the validity period or extension thereof.
- III. If the Bidder tries to influence the evaluation process.

8 Period of Validity of e-Bids

e-Bids shall remain valid for 120 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.

9 Format and Signing of e-Bids

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

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

10 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 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 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 one time 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, 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.uplclko.in along with the payment of fee of Rs 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 "VI") 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.

Next the Bidder should upload the eBid documents for Fee details (Processing Fee) and EMD details. Qualification details as per "ITB Clause 7 of e-tender document. Before uploading, the Bidder has to select the relevant Digital Signature Certificate. He may be prompted to enter the Digital Signature Certificate password, if necessary. For uploading, the Bidder should click "Browse" button against each document label

in Technical 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.

11 Deadline for Submission of e-Bids

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

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

UPLC shall not consider any request for date-extension for e-Bid-submission on account of late downloading of e-tender (RFP) by any prospective Bidder. e-Bids should be uploaded on e-tender portal <http://etender.up.nic.in> on or before 06.00 P.M. of 24 AUG 2012.

12 Late e-Bids

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

13 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 e-Bids submitted earlier will be replaced by the new one. The payment made by the Bidder earlier will be used for revised e-Bids and the new Bid submission summary generated after the successful submission of the revised e-Bids will be considered for evaluation purposes. For resubmission, the Bidder should first log in using his/ her Login ID and Password and subsequently by his/ her Digital Signature Certificate on the e-procurement portal <http://etender.up.nic.in>. The Bidder should then select "My Bids" option in the Bid Submission menu. The page listing all the Bids submitted by the Bidder will be displayed. Click "View" to see the details of the Bid to be resubmitted. After selecting the "Bid Resubmission" option, click "Encrypt & Upload" to upload the revised e-Bids documents by following the methodology provided in clauses 10 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.

14 Opening of e-Bids by the Purchaser

UPLC will open all e-Bids, in the presence of bidders' authorized representatives who choose to attend at 6:15 PM on 24 AUG 2012 at UP Electronics Corporation Ltd, 10 Ashok Marg, Lucknow-226 010. 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 or absence of requisite e-Bid security and such 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 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 qualify for Empanelment. UPLC will simultaneously notify the bidders, whose e-Bids were considered acceptable to UPLC indicating that they have been selected for Empanelment.

15 Cost of preparation of eBids to be borne by the Bidders

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

16 Fraud and Corruption

Under the policy of “U.P. ELECTRONICS CORPORATION LIMITED” 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.

17 Standard Formats for Technical Proposals

The standard Formats for technical proposal are placed at Annexure "I" to Annexure "VI"

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

Objective

The objective of the empanelment of IT Consultant(s) is to provide Consultancy Services by the IT Consultant(s) following the standard quality checks & measures, maintaining the transparency in actions/procedures, achieve highest success rate for each deliverables related to Preparation RFP based on study of requirements, Evaluation of RFP Bids & finalisation of system integrator; Evaluation and monitoring of project implementation, Solution design & preparation of Pre-Investment Feasibility Study (PIFS), Detailed Project Report (DPR), Techno-Economic Feasibility Study (TEFS), Formulation of various Guidelines, Policies, Strategies, Independent Third Party Audit, Security Audit, Business Process Re-engineering, Gap Analysis etc; to UPLC or through UPLC to the State Government thus improving the Quality of Proposals/ deliverables.

Scope of Work

The scope of the consultancy work proposed to be outsourced by UP Electronics Corporation may be categorized under following heads:

- a) Consultancy for Preparation of RFP based on Study of Requirements, Evaluation of RFP Bids and Finalization of System Integrator (SI)
- b) Consultancy for Evaluation and Monitoring of Project Implementation.
- c) Consultancy for Solution design of Pre-Investment Feasibility Study (PIFS), Detailed Project Report (DPR), Techno-Economic Feasibility Study (TEFS), Formulation of various Guidelines, Policies, Strategies, Independent Third Party Audit, Security Audit , Business Process Re-engineering & Gap Analysis etc.

(a) Scope of Work for “Consultancy for Preparation of RFP based on Study of Requirements, Evaluation of RFP Bids and Finalization of System Integrator (SI)”

The Scope of Work under this category shall include all the work required to select a suitable Implementation Partner for UPLC/client department to execute the work order received by UPLC. The prime works involved under this category shall be:

- Drafting and Finalization of RFP to be floated for selection of empanelled Implementation Partner of UPLC for a particular Work Order.
- Conduct a Pre-Bid Meeting on behalf of UPLC
- Prepare reasonable replies for all the clarifications sought by the SI partners during the pre-Bid Meeting or otherwise before the specified deadline.

- If required, update the RFP
- Evaluate the Technical Bids Submitted against the RFP and prepare a Comparison Chart as per the Evaluation Criterion depicted in the RFP.
- Finalize the Technically Short listed Partner List for opening of Financial Bids.
- Prepare a suitable Working Agreement and/ or SLA for the Work Order, which is to be signed between Selected SI Partner and UPLC.

(b) Scope of Work for “Consultancy for Evaluation and Monitoring of Project Implementation”

The scope of work under this category shall include all the work required to ensure the Quality of the Deliverables, monitor the Progress of the Project. The prime works involved under this category shall be:

- Define the Standards for all type of deliverables as per the Agreement/ SLA.
- Conduct regular reviews at UPLC with the SI partner for Project Status Monitoring.
- Arrange review meetings at Customer end on behalf of UPLC to update the current Status.
- Evaluate all the deliverables submitted by SI partner to UPLC as per quality standards and submit a report to UPLC.
- Collect Customer Feedback Form from Customer on Behalf of UPLC.
- Help UPLC in maintaining a Backup Library for All Deliverables including Application Source Code.
- Ensure the Version Control to be maintained at UPLC
- Ensure the Project Closure and formulate Process for Support / Warranty activities.
- Capacity building and Training needs analysis.

(c) Scope of Work for “Consultancy for solution design of Pre-Investment Feasibility Study (PIFS), Detailed Project Report (DPR), Techno-Economic Feasibility Study (TEFS), Formulation of various Guidelines, Policies, Strategies, Independent Third Party Audit, Security Audit , Business Process Re-engineering & Gap Analysis etc”

The Scope of Work under this category will broadly include all the work required to submit the Solution design & Preparation of Pre- Investment Feasibility Study (PIFS), Detailed Project Report (DPR), Techno-Economic Feasibility Study (TEFS), Formulation of various Guidelines, Policies, Strategies, Independent Third Party Audit, Security Audit , Business Process Re-engineering & Gap Analysis etc to UPLC or through UPLC to the State Government that may desire to hire Consultancy Services from Concept to Implementation. Some of the prime tasks/ambit under this category may be broadly as under depending upon the requirements and the nature of the Reports:-

- Study of existing Structure & Functions of the Client Department
- “AS IS” Study
- “TO BE” Study
- Propose Architecture/ Policies.
- Propose Infrastructure Environment
- Proposed System Software
- Phasing of Implementation
- Formulation of Guidelines/ Strategies
- Cost estimate for complete Solutions including Hardware, System Software and Application Software.
- Technical feasibility and economic viability, Cost Benefit Analysis, Tangible and Non-tangible benefits, Pay Back Period, Return on Investments (ROI), Socio-Economic Impact etc
- Formulation of various Guidelines, Policies, Strategies
- Independent Third Party Audit & Security Audit,
- Business Process Re-engineering & Gap Analysis etc.

Above is a broad level Scope of Work and may vary from assignment to assignment.

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

Bidders would be required to deploy an appropriate team consisting of members/ Consultants as per below mentioned requirements. The Bidder shall deploy requisite number of personnel depending on the allotted work. However, Bidders need to provide following resources mentioned in the table below for the empanelment purpose and these resources plus additional resources (if required) will have to be deployed by the Bidders 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.
- c) Each member of the team must be a full time employee of the Bidder and shall be working with the Bidder.
- d) In case of replacement of resource(s) or deployment of additional man-power, if any, the decision of Department shall be final and binding.

S. N.	Type of Resource/ Expertise	Number (Minimum)
1	Project Leader	01
2	IT Expert (Architect)	01
3	Bid Management Expert	01
4	Capacity Building Expert	01
5	Feasibility Studies / Impact Assessment Expert	01

Project Leader: Will have the following responsibilities:-

1. He shall act as nodal point for all communication between stakeholders.
2. Lead, coordinate, manage and contribute across the full life cycle of programme with the objective of achieving the timely completion and Quality of the Programme.
3. Identify tools for project monitoring and evaluation.
4. Develop templates for monitoring the status of project implementation as per Department's requirement.
5. Provide inputs for project monitoring and implement tools for it.
6. Coordinate with respective department heads in the State to enhance and speed up the project implementation.
7. Monitor weekly/monthly progress of the project, issue resolution and escalation and submit weekly / monthly project status reports to the department
8. Support in convening meetings and workshops
9. To support Department in formal acceptance of deliverables
10. Undertake regular visits to the field to support implementation.
11. Able to act as nodal point for various Studies, Guidelines, Policies, Strategies, Independent Third Party Audit, Security Audit, Business Process Re-engineering & Gap Analysis, Return on Investments (ROI), Socio-economic Impact etc and should manage changes, if any

Qualifications and Experience

1. Must be an Engineer with Post Graduation in Project Management/IT.
2. Must have minimum 6 years of work experience out of which at least 2 years in the IT consultancy and 2 years in the management consulting domain.
3. PMP or equivalent certification is must.
4. Experience in implementation and monitoring of e-Governance/IT projects.

IT Expert (Architect): Will have the following responsibilities:-

1. Provide inputs on various technology, standards and their evaluation.
2. Assess IT Infrastructure needs usage and utilization.
3. To advise and monitor network hardware and software installation and configuration including DRC and DC.
4. Draft Technology SLAs and monitoring compliance of the same
5. Audit the application processes and their compliance
6. Appraise RFP on the items related with the technology
7. Solution Designing and DPR preparation, cost estimate, feasibility study
8. Able to work on Infrastructure/Architect Software Tools.

Qualifications and Experience:

1. Must be an engineer in IT / CS and post graduate in IT
2. Must have minimum 5 years of relevant work experience in the IT projects
3. Experience in the management of large IT infrastructure
4. Well versed with all the latest technology developments and their implications to businesses
5. Desirable to have experience in designing and monitoring of Data Centre, Gateways and networking and Experience in e-Governance projects

Bid Management Expert: Will have the following responsibilities:-

1. To prepare RFP for selection of IT implementing agency.
2. To assist in building technical specifications, FRS, SRS, HRS
3. To build General conditions of contract etc.
4. To evaluate technical proposal as per the RFP requirement
5. Assist in selection of Implementation partner.

Qualifications and Experience:

1. Must be a graduate in IT / CS and post graduate in IT/CS
2. Must have minimum 3 years of relevant work experience concerning to logistics in the IT projects
3. Experience in the Bid management of large IT projects.

Capacity Building Expert: Will have the following responsibilities:-

1. Identify the Training and skills requirement to achieve the objectives
2. Training Gap analysis
3. Compiling resources for capacity building
4. Prepare a comprehensive document laying down the proposed plan/ structure for Capacity Building.

5. To understand preparedness for change from structure, processes and staff perspective (Training Needs Analysis)
6. Develop Capacity Building Plan
7. To prepare Business Plan and suggest Road Map of Action Plan to achieve the defined objectives
8. Oversee the Compliance and Implementation of Capacity Building as per Plan

Qualifications and Experience:

1. Must be a graduate with MBA having experience in Planning & Management of Skill development Management.
2. Must have 5+ years of relevant experience in IT training and Capacity Building area
3. Must be experienced in developing content and delivering content for Capacity Building, workshops, training etc.

Feasibility Studies/ Impact Assessment Expert: Will have the following responsibilities:-

1. Solution Design & preparation of Pre-Investment Feasibility Study (PIFS), Detailed Project Report (DPR), Techno-Economic Feasibility Study (TEFS) etc
2. Formulation of various Guidelines, Policies, Strategies, etc
3. Independent Third Party Audit, Security Audit
4. Business Process Re-engineering & Gap Analysis etc.
5. Technical feasibility and economic viability, Cost Benefit Analysis, Tangible and Non-tangible benefits, Pay Back Period, Return on Investments (ROI), Socio-economic Impact etc.

Qualifications and Experience:

1. Must be a graduate with MBA having experience in Planning & Management in Feasibility Studies/Impact Assessment
2. Must have 5+ years of relevant experience in Preparation of Pre-Investment Feasibility Study (PIFS), Detailed Project Report (DPR), Techno-Economic Feasibility Study (TEFS), Formulation of various Guidelines, Policies, Strategies, Independent Third Party Audit, Security Audit, Business Process Re-engineering & Gap Analysis etc.

SECTION IV : BIDDER'S ELIGIBILITY CRITERIA AND EMPANELMENT PROCEDURE

The Bidders must fulfill following Eligibility Criteria:-

1. The Bidding Company should be in the business for providing Consultancy services for more than three years as on date.
2. The Company must have more than or equal to turnover of average Rs 5.00 crores (rupees five crores) per annum during last three financial years aggregating more than or equal to Rs 15.00 crores (rupees fifteen crores) in the last 03 (three) financial years in the area of providing Consultancy Services.
3. The Company should preferably have positive net worth in the last three audited financial years and Company should not be loss making. Audited Balance with Profit/(Loss) Statements along with its schedule and the certificate from their Chartered Accountant auditors for last three financial years to be submitted along with the e-Bids.
4. The Company should have executed minimum of 03(three) assignments in IT consulting services similar to the scope of works as mentioned in the RFP each worth of Rs 40.00 lakhs (rupees forty lakhs only) or above during last 03 (three) financial years. Work orders/Completion certificates to be provided along with the eBids.
5. The Company should have resources of persons (with requisite qualification) skill and experience on a permanent basis to undertake the activities as stated in "Scope of Work"
6. The Company should have more than 20 (twenty) technical manpower on a permanent basis. Minimum 05(five) IT consultancy professionals must be on permanent basis. The Company should have proven expertise in the field of offering Information Technology Consultancy services to large Government departments on IT projects.
7. The Company should have a valid CMM 5 level **Or** ISO: 9001:2008 Certification for providing consulting services in the area of Information Technology **Or** the Company should have experience of providing Consultancy/ Advisory services to the clients for ISO 27001 **or** ISO 20000.

eBids Evaluation Criteria & Selection Procedure

The evaluation of the proposals shall be carried out by Consultant Evaluation Committee (CEC) in two stages.

Evaluation of Technical Proposal/Quality

1. Proposals without Bid Processing Fee of Rs 5,000/- (rupees five thousands only) and Earnest Money Deposit (EMD) of Rs 1,00,000/- (rupees one lakh only), unsigned and incomplete, not responding to the TOR fully and properly and those with lesser validity prescribed in RFP will be summarily rejected as being non responsive.
2. Short Listing of only those consultants will done who score the minimum qualify marks for technical proposals.

Short listing of Bidders

The Consultant Evaluation Committee (CEC) shall evaluate the eBids for short listing, inter alia based on their past experience of handing similar type of projects, strength of their manpower and financial strength as detailed here under:

S N	Description	Documents Required	Marks Assigned	Break up of Marks
A	Company Details		30	
A-1	The Company must have more than or equal to turnover of average Rs 5.00 crores (rupees five crores) per annum during last three financial years aggregating more than or equal to Rs 15.00 crores (Rupees fifteen crores) in the last 03 (three) financial years in the area of providing Consultancy Services.	Complete Audited Balance Sheets and Profit/(Loss) Statements with Schedules And the Certificate from their Chartered Accountant certifying that Company have more than or equal to turnover of average Rs 5.00 crores per annum during last three financial years aggregating more than or equal to Rs 15.00 crores in the last 03 financial years in the area of providing	10	More than or equal to Rs 15 Crores = 10 Marks < Rs 15 Crores & >= Rs 05 crores = 05 Marks Less than Rs 05 crores = No Marks

		Consultancy Services and it should not include other transactions with subsidiary companies or with any one under reciprocal agreements		
A-2	The Company should have more than 20 (twenty) technical manpower on a permanent basis. Minimum 05(five) IT consultancy professionals must be on permanent basis. The Company should have proven expertise in the field of offering Information Technology Consultancy services to large Government departments on IT projects.	Certificate from Company Secretary	10	<p>More than 20 Technical manpower and 05 IT Consultancy professionals = 10 Marks</p> <p>More than 10 Technical manpower and 05 IT Consultancy professionals = 05 Marks</p> <p>Less than 05 IT Consultancy professionals = No Marks</p>
A-3	<p>The Company should have a valid CMM 5 level</p> <p>OR</p> <p>ISO: 9001: 2008 Certification for providing consulting services in the area of Information Technology</p> <p>OR</p> <p>The Company should have experience of providing Consultancy/ Advisory services to the clients for ISO 27001 or ISO 20000.</p>	<p>Certificate copy of valid Certificate CMM 5 level</p> <p>OR</p> <p>ISO: 9001:2008</p> <p>OR</p> <p>Job Orders and Completion Certificates of providing Consultancy/ Advisory services to the clients for ISO 27001 or ISO 20000.</p>	10	<p>Yes = 10 Marks</p> <p>No = No Marks</p>
B	Relevant Experience of the Company		40	
B-1	Experience in Consultancy for Preparation of RFP based on Study of Requirements, Evaluation	Work Orders along with Completion Certificates	10	<p>1 Project = 2 Marks</p> <p>(05 Projects = 10 Marks)</p> <p>(Maximum limit to 10 Marks)</p>

	of RFP Bids and Finalization of System Integrator (SI) during last 3 Financial Years. {{(related to Scope of Work (a))}}			
B-2	Experience in Consultancy for Evaluation and Monitoring of Project Implementation during last 3 Financial Years. {{(related to Scope of Work (b))}}	Work Orders along with Completion Certificates	10	1 Project = 2 Marks (05 Projects = 10 Marks) (Maximum limit to 10 Marks)
B-3	Experience in Consultancy for Solution designs of: (i) Pre-Investment Feasibility Study(PIFS),Detailed Project Report (DPR), (ii)Techno-Economic Feasibility Study(TEFS), (iii)Formulation of various Guidelines, Policies, Strategies, (iv) Independent Third Party Audit, Security Audit (v) Business Process Re-engineering & Gap Analysis etc. during the last 3 Financial Years. {{(related to Scope of Work (c))}}	Work Orders along with Completion Certificate	20	1 Project = 05 Marks 04 Projects = 20 Marks) (Maximum limit to 20 Marks)
C	Qualifications and Experience of Key Personnel of the proposed team, fulfilling the required qualifications and experience		30	
C-1	Project Leader	Curriculum Vitae	6	
C-2	IT Expert	Curriculum Vitae	6	
C-3	Bid Management Expert	Curriculum Vitae	6	
C-4	Capacity Building Expert	Curriculum Vitae	6	
C-5	Feasibility Studies/ Impact Assessment Expert	Curriculum Vitae	6	

3. The minimum Qualifying requirement shall be 70% .

Allotment of Work

- (I) In case of receipt of an enquiry regarding development of Application Software and associated activities in UPLC from the client department, relating to the scope of work defined at Serials (a) and (b) in Section III: Terms of Reference and Scope of Works of this RFP.

UPLC shall study project requirements in consultation with the client department. The estimated project cost along with the detailed scope of work will be submitted by UPLC to the client department to get the order in favour of UP Electronics Corporation Limited.

And in case the work order is received by UPLC, then the details of the work, scope of the work, estimated cost, time schedule etc will be circulated amongst the empanelled IT Consultants with demonstrable competence in the required field(s).

The above empanelled consultants will submit their financial proposal/quotation to UPLC as per Scope of Work defined at Serials (a) and (b) in Section III: Terms of Reference and Scope of Works of this RFP), within stipulated time period and if project demands then consultants may be asked to submit their Techno-commercial proposals to UPLC.

Selection of Consultant will be based on the proven competence and lowest Quotation.

- (II) In case any client department asks for Consultancy Services as per scope of work defined at Serial (c) in Section III: Terms of Reference and Scope of Works of this RFP, UPLC shall study project requirement in consultation with the client department. Then the details of the work, time schedule etc will be circulated amongst the empanelled IT Consultants with demonstrable competence in the required field(s).

The above empanelled consultants will submit their proposal/quotation to UPLC as per Scope of Work defined at Serial (c) in Section III: Terms of Reference and Scope of Works of this RFP within stipulated time period and if project demands then consultants may be asked to submit their Techno-commercial proposals to UPLC.

Selection of Consultant will be based on the proven competence and lowest Quotation.

SECTION V : TERMS & 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. **The Companies already empanelled with UPLC as I T Consultants, need not apply against this RFP.**

Application

These general conditions shall apply to the extent that provisions in other parts of contract do not supersede them. For interpretation of any clause in the RFP or contract agreement, the interpretation of the UPLC shall be final and binding.

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

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:** Consultant's (including their personnel and sub-consultants) Engagement Team 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 eBids 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 eBids 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. The consultant shall always support and safeguard the legitimate interests of the UPLC, 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 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, 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.
- 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 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 Competent Authority.
- 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 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 ULC 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.

Payments 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.

Performance Guarantee (PG)

- a) The bidder will be required to submit a Bank Guarantee (BG) of not more than 10% of the order value of the assigned Consultancy work.
- b) The proceeds of the Performance Guarantee shall be payable to the authority in favour of whom the Guarantee being made as compensation for any loss resulting from Consultant's failure to complete the obligation under the Contract

- c) The PG shall be released immediately after expiry of the contract or satisfactory completion of the assignment under the contract, whichever is later and provided there is no breach of contract on the part of 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) Termination of Contract by the Department due to non-performance of Consultant during execution of project.
 - 1. Performance is below expected level
 - 2. Non-adherence to the timelines of the project
 - 3. 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.

Termination of Convenience

The UPLC reserves the right to terminate, by prior written notice, the whole or part of the contract, at any time for its convenience. The notice of termination shall specify that termination is for the UPLC's convenience, the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective.

Limitation of Liability

The liability of the selected I T Consultant will be limited to the financial value of the specific project assigned to the I T Consultant.

Force Majeure

- a) The Consultant shall not be liable for forfeiture of its PG or termination of contract for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

- b) For purposes of this clause, “Force Majeure” means an event beyond the control of the Consultant and no involving the Consultant’s fault or negligence, and not foreseeable. Such events may include, but are not restricted to, acts of the UPLC in its sovereign capacity, wars or revolutions, riot or commotion, earthquake, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- c) If a Force Majeure situation arises, the Consultant shall promptly notify the UPLC in writing of such condition and the cause thereof. Unless otherwise directed by the UPLC in writing, the Consultant shall continue to perform its obligations under the Contract as far as neither is reasonably practical, and shall seek all reasonable alternative means for performance nor prevented by the Force Majeure event.

Amicable Settlement of Disputes

Performance of the Contract is governed by the terms and conditions of the Contract, however, at times dispute may arise about any interpretation of any term or condition of Contract including the scope of work, the clauses of payments etc. In such a situation either party of the contract may send a written notice of dispute to the other party. The party receiving the notice of dispute will consider the Notice and respond to it in writing within 30 days after receipt. If after 30 days, parties have failed to resolve their dispute or difference by such mutual consultation, then either party may give notice to other party of its intention to commence arbitration as hereunder provided, as to the matter in dispute and no arbitration in respect of this matter may be commenced unless such notice is given.

Resolution of Disputes

In case any dispute or difference arising out between the UPLC and the consultant in relation to this contract, which has not been settled amicably, the consultant can request the UPLC to refer the dispute for Arbitration under Arbitration and Conciliation Act, 1996.

Arbitration

- a) In the event of any question, dispute or difference arising under or out of or in connection with the conditions mentioned in this document the same shall be referred to the Sole Arbitrator of any person appointed by the Principal Secretary/ Secretary, IT & Electronics Department. There will be no objection to any such appointment that the person appointed is a Government servant that has to deal with the matter to which the contract relates, or that in the course of his duties as a Government servant he has expressed views on all or any other matters in dispute or difference. The decision of the Arbitrator shall be final and binding upon both the parties. All arbitration awards shall be in writing and shall state the reasons for the award.

- b) Subject as aforesaid the Arbitration and Conciliation Act, 1996 and the rules there under and any statutory modification thereof for the time being in force shall apply to the arbitration proceedings under this clause.
- c) Arbitration proceedings shall be held at Lucknow, India and the language of the arbitration proceedings shall be in English or Hindi.
- d) The expenses of the arbitration as determined by the arbitrator shall be borne by the consultant. However, the expenses incurred by each party in connection with the preparation, presentation etc shall be borne by the parties itself.

Legal Jurisdiction

All legal disputes between the parties shall be subject to the jurisdiction of the Courts situated in Lucknow, Uttar Pradesh only.

TECHNICAL PROPOSAL SUBMISSION FORM

CONSULTANT'S GENERAL INFORMATION

S N	Particulars	Description/Details	Reference Documents	Sl no of Page of the Bid uploaded
A	Name of Bidding Company			
B	Contact Details			
	a) Registered Address			
	b) Telephone			
	c) Fax			
	d) email			
	e) Website			
	f) Name of Managing Director/ CEO			
C	Incorporation Details		Certified (by Company Secretary) copies of Incorporation Certificate and Articles & Memorandum of Association	
	a) Incorporation number			
	b) Date of Incorporation			
	c) Registering Authority			
D	Service Tax Regn. Details		Certified copy of Valid Service Tax Registration in India	
	a) Service Tax Regn. No.			
	b) Date			
	c) Name of Services Registered for			
	d) Registering Authority			
E	PAN No.		PAN Certificate/Card	
F	TAN No.		Registration Certificate	
G	VAT No.		Registration Certificate	
H	Financial Years	Total Turnover	Complete Audited Balance Sheets and Profit / (Loss)	
		(Rs in lakhs)		

	F.Y. 2008-09 (Audited)			Statements with Schedules and the Certificate from their Chartered Accountant (CA) certifying that Company has more than or equal to turnover of average Rs 5.00 crores per annum during last three financial years aggregating more than or equal to Rs 15.00 crores in the last 03 financial years in the area of providing Consultancy Services and it should not include other transactions with subsidiary companies or with any one under reciprocal agreements.	
	F.Y. 2009-10 (Audited)				
	F.Y. 2010-11 (Audited)				
	F.Y.2011-12* * In case Audited Accounts are available then only mention, otherwise provide for Preceding year(s).				
I	Out of Total Turnover of the Company, Turnover from Consultancy Services			Complete Audited Balance Sheets and Profit / (Loss) Statements with Schedules and the Certificate from their Chartered Accountant (CA) certifying that Company has more than or equal to turnover of average Rs 5.00 crores per annum during last three financial years aggregating more than or equal to Rs 15.00 crores in the last 03 financial years in the area of providing Consultancy Services and it should not include other transactions	
	Financial Year	Turnover from Consultancy Services (Rs in lakhs)			
	a) F.Y. 2008-09 (Audited)				
	b) F.Y. 2009-10 (Audited)				
	c) F.Y. 2010-11 (Audited)				
	d) F.Y.2011-12 * * In case Audited Balance Sheets are available, then only mention, otherwise provide for preceding year's.				

			with subsidiary companies or with any one under reciprocal agreements.	
J	(a) The Company should have a valid CMM 5 level OR (b) ISO: 9001: 2008 Certification for providing Consulting Services in the area of Information Technology OR (c) The Company should have experience of providing Consultancy / Advisory services to the clients for ISO 27001 or ISO 20000.		(a) Copy of Certificate of CMM 5 level OR (b) Copy of ISO: 9001: 2008 Certification for providing Consulting Services in the area of Information Technology OR (c) Copy of Job Order providing Consultancy/ Advisory services to the clients for ISO 27001 or ISO 20000 and its Satisfactory Completion Certificate from the Client Organisation.	
	For SI J (a) & (b) above :-			
	Date of Certificate			
	Issuing Authority			
	Field/Area			
	For SI J (c) above :-			
	Name of Client Organisation			
	Job Order Ref. No.			
	Date			
	Issuing Authority			
	Amount (in Rs lakhs)			
	Satisfactory Completion Certificates Ref. No.			
	Date			
	Issuing Authority			
K	No. of Professionals/ Experience		Certificate from Company Secretary	
	a) More than 10 years			
	b) Between 5 to 10 years			
	c) Less than 5 years			
L(a)	Experience in Consultancy for Preparation of RFP based on Study of Requirements, Evaluation of RFP Bids and Finalization of System		At least three Work Orders along with Completion Certificates from the Client	

	Integrator (SI) during last 3 Financial Years. {(related to Scope of Work (a))}		Organization for whom the Bidder has completed the Projects similar to the Scope of Work as mentioned in the RFP, each worth of Rs 40.00 lakhs (Rupees forty lakhs only) or above during the last 03 Financial Years.	
(i)	Project No. 1			
	a) Name of Client			
	b) Address			
	c) Contact Person Name & Mobile/Telephone			
	d) Project name and brief Scope			
	e) Start Date			
	f) End Date			
	g) Duration			
	h) Order Value (Rs in lakhs)			
(ii)	Project No. 2			
	a) Name of client			
	b) Address			
	c) Contact person Name & Mobile/ Telephone			
	d) Project Name and brief scope			
	e) Start Date			
	f) End Date			
	g) Duration			
	h) Order Value (Rs in lakhs)			
(iii)	Project No. 3			
	a) Name of client			
	b) Address			
	c) Contact person Name & Mobile/ Telephone			
	d) Project Name and brief Scope			
	e) Start Date			
	f) End Date			
	g) Duration			
	h) Order Value (Rs in lakhs)			
(iv)	Project No. 4			
	a) Name of client			
	b) Address			
	c) Contact person			

	Name & Mobile/ Telephone			
	d) Project Name and brief Scope			
	e) Start Date			
	f) End Date			
	g) Duration			
	h) Order Value (Rs in lakhs)			
(v)	Project No. 5			
	a) Name of client			
	b) Address			
	c) Contact person Name & Mobile/ Telephone			
	d) Project Name and brief Scope			
	e) Start Date			
	f) End Date			
	g) Duration			
	h) Order Value (Rs in lakhs)			
L(b)	Experience in Consultancy for Evaluation and Monitoring of Project Implementation during last 3 Financial Years. {(Related to Scope of Work (b))}			
(i)	Project No. 1			
	a) Name of Client			
	b) Address			
	c) Contact Person Name & Mobile/Telephone			
	d) Project name and brief Scope			
	e) Start Date			
	f) End Date			
	g) Duration			
	h) Order Value (Rs in lakhs)			
(ii)	Project No. 2			
	a) Name of client			
	b) Address			
	c) Contact person			

At least three Work Orders along with Completion Certificates from the Client Organization for whom the Bidder has completed the Projects similar to the Scope of Work as mentioned in the RFP, each worth of Rs 40.00 lakhs (Rupees forty lakhs only) or above during the last 03 Financial Years.

	Name & Mobile/ Telephone			
	d) Project Name and brief scope			
	e) Start Date			
	f) End Date			
	g) Duration			
	h) Order Value (Rs in lakhs)			
(iii)	Project No. 3			
	a) Name of client			
	b) Address			
	c) Contact person Name & Mobile/ Telephone			
	d) Project Name and brief Scope			
	e) Start Date			
	f) End Date			
	g) Duration			
	h) Order Value (Rs in lakhs)			
(iv)	Project No. 4			
	a) Name of client			
	b) Address			
	c) Contact person Name & Mobile/ Telephone			
	d) Project Name and brief Scope			
	e) Start Date			
	f) End Date			
	g) Duration			
	h) Order Value (Rs in lakhs)			
(v)	Project No. 5			
	a) Name of client			
	b) Address			
	c) Contact person Name & Mobile/ Telephone			
	d) Project Name and brief Scope			
	e) Start Date			
	f) End Date			

	g) Duration			
	h) Order Value (Rs in lakhs)			
L(c)	Experience in Consultancy for Solution design of : (i) Pre-Investment Feasibility Study(PIFS), Detailed Project Report (DPR) (ii) Techno-Economic Feasibility Study (TEFS), (iii) Formulation of various Guidelines, Policies, Strategies (iv) Independent Third Party Audit, Security Audit (v) Business Process Re-engineering & Gap Analysis etc. during the last 3 Financial Years. {(related to Scope of Work (c))}			
(i)	Project No. 1			
	a) Name of Client			
	b) Address			
	c) Contact Person Name & Mobile/Telephone			
	d) Project name and brief Scope			
	e) Start Date			
	f) End Date			
	g) Duration			
	h) Order Value (Rs in lakhs)			
(ii)	Project No. 2			
	a) Name of client			
	b) Address			
	c) Contact person Name & Mobile/ Telephone			
	d) Project Name and brief scope			
	e) Start Date			
	f) End Date			
	g) Duration			

At least three Work Orders along with Completion Certificates from the Client Organization for whom the Bidder has completed the Projects similar to the Scope of Work as mentioned in the RFP, each worth of Rs 40.00 lakhs (Rupees forty lakhs only) or above during the last 03 Financial Years.

	h) Order Value (Rs in lakhs)			
(iii)	Project No. 3			
	a) Name of client			
	b) Address			
	c) Contact person Name & Mobile/ Telephone			
	d) Project Name and brief Scope			
	e) Start Date			
	f) End Date			
	g) Duration			
	h) Order Value (Rs in lakhs)			
(iv)	Project No. 4			
	a) Name of client			
	b) Address			
	c) Contact person Name & Mobile/ Telephone			
	d) Project Name and brief Scope			
	e) Start Date			
	f) End Date			
	g) Duration			
	h) Order Value (Rs in lakhs)			

(Please Attach separate sheets, if required)

Signature

In the capacity of

Duly authorized to sign proposal for and on behalf of

Date

Place

ANNEXURE- II

PAST RELEVANT EXPERIENCE

Assignment Name		Country
Location within the Country:		Professional Staff Provided by the Company / entity (profiles):
Name of Client:		No. of Staff:
Address:		No. of Staff Months:
Start date (Month/Year):	Completion date (Month/Year):	Approx. Value of Services (INR)
Name of Associated Consultants, if any:		No. of Months of Professional Staff Provided by Associated Consultants:
Name of Senior Staff (Project Director/Coordinator, Team Leader) involved and functions performed:		
Narrative description of project:		
Description of actual services provided by our staff:		

NOTE: Bidder must enclose copy of the LOI/LOA/WO/Agreement placed by the Procurer /Dept/sponsoring authority on the Bidder towards award of Consultancy assignments.

Signature

In the capacity of

Duly authorized to sign proposal for and on behalf of

Date

Place

ANNEXURE- III

TEAM COMPOSITION AND TASK ASSIGNMENTS

TECHNICAL / MANAGERIAL STAFF

S No	Name	Qualification	Position	Task
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				
....				
....				

Signature

In the capacity of

Duly authorized to sign proposal for and on behalf of

Date

Place

ANNEXURE-IV

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

Name	:		
Proposed Position	:		
Date of Birth	:		
Profession/ Designation	Present	:	
Brief Description on Experience	:		
Experience:			
Description of Projects (Include projects relevant to this Bid. Max citations 5)		Client	Role
1.			
2.			
3.			
4.			
5.			

Education:

Degree	Year	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 me, my qualifications, and my experience.

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

Date:

Full name of staff member:

Full name of authorized representative:

PROPOSAL SUBMISSION FORM

To:

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

Dear Sir

Ref: Submission of eBid against your e-Bid Reference No UPLC-IT-CONSUL/12-13-01

3. Having examined the e-tender/RFP document, we, the undersigned, herewith submit our response to your e-tender/RFP reference No. UPLC-IT-CONSUL/12-13-01 for empanelment of one or more IT Consultant(s), in full conformity with the said RFP document and our technical proposal (eBid).
4. 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.
5. We would like to declare that we the Bidder (of this RFP) 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 eBids will not be considered.
6. We would like to declare that we the Bidder (of this RFP) Company or any of its associated company/Firm/society or any entity do not have any business interest association or link in any manner with the Consultant Evaluation Committee members or its family members of his/hers associated this RFP. We know that such eBids will not be considered.
7. We would like to declare that we are not involved in litigation with any Central/State/UT Government in India and we are not under a declaration of ineligibility for corrupt or fraudulent practices.
8. We hereby declare that we are not blacklisted by any State / Central / UT Government Deptt/ Organization/ Institution.
9. We declare that we have not been charged with any fraudulent activities by any Central/State/UT Government Deptt/ Organization/ Institution.

10. 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.
11. 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."
12. We understand that UPLC is not bound to accept any or all eBids received in response to this RFP.
13. In case we are empanelled by the UPLC as Consultant, we shall provide full assistance/cooperation required by UPLC/client department/Government officials for performing their auditing and inspection functions of the Consultancy by the I T Consultant. We understand that our non-cooperation for the same shall be ground for termination of service.
14. We agree to abide by all the terms and conditions of the RFP and also all the terms and conditions of the Contract that will be issued by UPLC in case we are empanelled by the UPLC as Consultant.

We remain;

Yours sincerely

Authorized Signature
(Name and Title of Signatory)

.....
.....

Seal of Bidder Company

.....

ANNEXURE –VI

AGREEMENT

This Agreement is made this..... day of..... two thousand and eleven between M/s..... (Name and Address of the IT Consultant Company) hereinafter called the “Consultant”, the **First Party** which expression shall include his heirs, executors and administrators/ their successors through its Managing Director/ Director/ Partner duly authorized by the Company and **U P Electronics Corporation Limited (UPLC)**, 10, Ashok Marg, Lucknow hereinafter called the “Purchaser”, the **Second Party**, through its Managing Director, hereinafter include his successors and assignees.

2. That WHEREAS the Second Party has invited online proposals at eTender Portal <http://etender.up.nic.in> for Empanelment of I.T. Consultant(s) to provide Consultancy Services to UPLC and/or to the State Government Departments on behalf of UPLC for implementation of e-Governance Projects/Schemes and any other services provided by UPLC to Government Agencies/ Departments.

3. That WHEREAS the First Party will provide the Services to the U P Electronics Corporation Limited and /or the Uttar Pradesh State Government Departments/Organizations in accordance with the terms of UPLC's above tender no. UPLC-IT-CONSUL/12-13-01 published on 03 AUG 2012 as well as the amendments made and published subsequently at eTender Portal <http://etender.up.nic.in> and also on website of UPLC. Terms and Conditions of the aforesaid Tender and its subsequent amendments shall be integral part of this agreement.

4. That WHEREAS the Terms of Reference (TOR) And Scope of Work of the First Party shall be as defined hereunder:

(i) Objective

The objective of the empanelment of IT Consultant(s) is to provide Consultancy Services by the IT Consultant(s) following the standard quality checks & measures, maintaining the transparency in actions/procedures, achieve highest success rate for each deliverables related to Preparation RFP based on study of requirements, Evaluation of RFP Bids & finalisation of system integrator; Evaluation and monitoring of project implementation, Solution design & preparation of Pre-Investment Feasibility Study (PIFS), Detailed Project Report (DPR), Techno-Economic Feasibility Study (TEFS), Formulation of various Guidelines, Policies, Strategies, Independent Third Party Audit, Security Audit, Business Process Re-engineering, Gap Analysis etc; to UPLC or through UPLC to the State Government thus improving the Quality of Proposals/ deliverables.

(ii) Scope of Work

The scope of the consultancy work proposed to be outsourced by UP Electronics Corporation may be categorized under following heads:

- a) Consultancy for Preparation of RFP based on Study of Requirements, Evaluation of RFP Bids and Finalization of System Integrator (SI)
- b) Consultancy for Evaluation and Monitoring of Project Implementation.
- c) Consultancy for Solution design of Pre-Investment Feasibility Study (PIFS), Detailed Project Report (DPR), Techno-Economic Feasibility Study (TEFS), Formulation of various

Guidelines, Policies, Strategies, Independent Third Party Audit, Security Audit , Business Process Re-engineering & Gap Analysis etc.

(a) Scope of Work for “Consultancy for Preparation of RFP based on Study of Requirements, Evaluation of RFP Bids and Finalization of System Integrator (SI)”

The Scope of Work under this category shall include all the work required to select a suitable Implementation Partner for UPLC/client department to execute the work order received by UPLC. The prime works involved under this category shall be:

- Drafting and Finalization of RFP to be floated for selection of empanelled Implementation Partner of UPLC for a particular Work Order.
- Conduct a Pre-Bid Meeting on behalf of UPLC
- Prepare reasonable replies for all the clarifications sought by the SI partners during the pre-Bid Meeting or otherwise before the specified deadline.
- If required, update the RFP
- Evaluate the Technical Bids Submitted against the RFP and prepare a Comparison Chart as per the Evaluation Criterion depicted in the RFP.
- Finalize the Technically Short listed Partner List for opening of Financial Bids.
- Prepare a suitable Working Agreement and/ or SLA for the Work Order, which is to be signed between Selected SI Partner and UPLC.

(b) Scope of Work for “Consultancy for Evaluation and Monitoring of Project Implementation”

The scope of work under this category shall include all the work required to ensure the Quality of the Deliverables, monitor the Progress of the Project. The prime works involved under this category shall be:

- Define the Standards for all type of deliverables as per the Agreement/ SLA.
- Conduct regular reviews at UPLC with the SI partner for Project Status Monitoring.
- Arrange review meetings at Customer end on behalf of UPLC to update the current Status.
- Evaluate all the deliverables submitted by SI partner to UPLC as per quality standards and submit a report to UPLC.
- Collect Customer Feedback Form from Customer on Behalf of UPLC.
- Help UPLC in maintaining a Backup Library for All Deliverables including Application Source Code.
- Ensure the Version Control to be maintained at UPLC
- Ensure the Project Closure and formulate Process for Support / Warranty activities.
- Capacity building and Training needs analysis.

(c) Scope of Work for “Consultancy for solution design of Pre-Investment Feasibility Study (PIFS), Detailed Project Report (DPR), Techno-Economic Feasibility Study (TEFS), Formulation of various Guidelines, Policies, Strategies, Independent Third Party Audit, Security Audit , Business Process Re-engineering & Gap Analysis etc”

The Scope of Work under this category will broadly include all the work required to submit the Solution design & Preparation of Pre- Investment Feasibility Study (PIFS), Detailed Project Report (DPR), Techno-Economic Feasibility Study (TEFS), Formulation of various Guidelines, Policies, Strategies, Independent Third Party Audit, Security Audit, Business Process Re-engineering & Gap Analysis etc to UPLC or through UPLC to the State Government that may desire to hire Consultancy Services from Concept to Implementation. Some of the prime tasks/ambit under this category may be broadly as under depending upon the requirements and the nature of the Reports:-

- Study of existing Structure & Functions of the Client Department
- “AS IS” Study
- “TO BE” Study
- Propose Architecture/ Policies.
- Propose Infrastructure Environment
- Proposed System Software
- Phasing of Implementation
- Formulation of Guidelines/ Strategies
- Cost estimate for complete Solutions including Hardware, System Software and Application Software.
- Technical feasibility and economic viability, Cost Benefit Analysis, Tangible and Non-tangible benefits, Pay Back Period, Return on Investments (ROI), Socio-Economic Impact etc
- Formulation of various Guidelines, Policies, Strategies
- Independent Third Party Audit & Security Audit,
- Business Process Re-engineering & Gap Analysis etc.

5. That WHEREAS above is a broad level Scope of Work and may vary from assignment to assignment.

6. That WHEREAS the First Party would be required to deploy an appropriate team consisting of members / Consultants as per under mentioned requirements. The consultant shall deploy requisite number of personnel's depending on the allotted work, however consultant need to provide following resources mentioned in below table for the empanelment purpose and these resources plus additional resources (if required) will have to be deployed by the consultant 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.
- c) Each member of the team must be a full time employee of the consultant and shall be working with the consultant.
- d) In case of replacement of resource(s) or deployment of additional man-power, if any, the decision of Department shall be final and binding.

7. That WHEREAS the First Party would be required to deploy the Type of Resource/ Expertise such as Project Leader, IT Expert (Architect), Bid Management Expert, Capacity

Building Expert with the minimum number of such Resource/ Expertise, and also the Responsibilities, Qualifications and Experience as defined in the above Tender document.

8. That WHEREAS the Allotment of Work to the First Party by the Second Party will be as Under :

- (I) In case of receipt of an enquiry regarding development of Application Software and associated activities in UPLC from the client department, relating to the scope of work defined at Serials (a) and (b) in Section III: Terms of Reference and Scope of Works of this RFP.

UPLC shall study project requirements in consultation with the client department. The estimated project cost along with the detailed scope of work will be submitted by UPLC to the client department to get the order in favour of UP Electronics Corporation Limited.

And in case the work order is received by UPLC, then the details of the work, scope of the work, estimated cost, time schedule etc will be circulated amongst the empanelled IT Consultants with demonstrable competence in the required field(s).

The above empanelled consultants will submit their financial proposal/quotation to UPLC as per Scope of Work defined at Serials (a) and (b) in Section III: Terms of Reference and Scope of Works of this RFP), within stipulated time period and if project demands then consultants may be asked to submit their Techno-commercial proposals to UPLC.

Selection of Consultant will be based on the proven competence and lowest Quotation.

- (II) In case any client department asks for Consultancy Services as per scope of work defined at Serial (c) in Section III: Terms of Reference and Scope of Works of this RFP, UPLC shall study project requirement in consultation with the client department. Then the details of the work, time schedule etc will be circulated amongst the empanelled IT Consultants with demonstrable competence in the required field(s).

The above empanelled consultants will submit their proposal/quotation to UPLC as per Scope of Work defined at Serial (c) in Section III: Terms of Reference and Scope of Works of this RFP within stipulated time period and if project demands then consultants may be asked to submit their Techno-commercial proposals to UPLC.

Selection of Consultant will be based on the proven competence and lowest Quotation.

9. That WHEREAS the other TERMS & CONDITIONS as mentioned below will be an integral part of this Agreement:

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.

10. Application

These general conditions shall apply to the extent that provisions in other parts of contract do not supersede them. For interpretation of any clause in the RFP or contract agreement, the interpretation of the UPLC shall be final and binding.

The proposal offer should contain all the work envisaged under the scope of work and those proposals giving only part of the work will be rejected. Detailed scope of work is mentioned in para-4 above and in the Section-III of Terms of Reference.

11. 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:** Consultant's (including their personnel and sub-consultants) Engagement Team 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

12. 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.

13. Disclaimer clause

The UPLC 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 the 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 UPLC or any of its officers, employees, contractors, agents or advisers.

14. Disclosure of Interests and Links

The consultant should disclose whether their (of the 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 consultant should also disclose whether their 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 the RFP.

15. 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. The consultant shall always support and safeguard the legitimate interests of the UPLC, 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.

16. 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, 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.
- 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 requests to replace resource(s), then Consultant shall be required to replace the resource(s) within 2 weeks from the date of request raised.

17. 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.

18. Assignment and Subcontracting

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

19. 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 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 ULC shall be defended in the defense of such proceedings.

20. 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.

21. Payments 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.

22. Taxes

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

23. Performance Guarantee (PG)

- a) The bidder will be required to submit a Bank Guarantee (BO) of 10% of the order value of the assigned Consultancy work.
- b) The proceeds of the Performance Guarantee shall be payable to the authority in favour of whom the Guarantee being made as compensation for any loss resulting from Consultant's failure to complete the obligation under the Contract
- c) The PG shall be released immediately after expiry of the contract or satisfactory completion of the assignment under the contract, whichever is later, provided there is no breach of contract on the part of the Consultant.

24. That WHEREAS in this Agreement, the following Terms shall be interpreted:

Fraud and Corruption

Under the policy of "U.P. ELECTRONICS CORPORATION LIMITED", the Consultant shall have to observe the highest standard of ethics during the selection and execution of such contracts/ agreements. In pursuance of this policy, the UPLC:

- (a) Defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) "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
 - (ii) "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.

- (b) 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;
- (c) Will cancel the consultant's contract if it at any time determines that its representatives are engaged in corrupt or fraudulent practices.
- (d) 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;
- (e) Will have the right to have them audited by auditors appointed by the "UPLC"
- (f) 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.

25. Termination of Contract

The Consultant's association with the UPLC shall be liable for termination under the following conditions:

- a) The term of Contract expires, or;
- b) Termination of Contract by the Department due to non-performance of Consultant during execution of project on the following grounds-.
 - 1. Performance is below expected level
 - 2. Non-adherence to the timelines of the project
 - 3. Quality of work is not satisfactory and not acceptable to the end user.

26. 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/firm or winding up of company/ firm. 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.

27. Termination of Convenience.

The UPLC reserves the right to terminate, by prior written notice, the whole or part of the contract, at any time for its convenience. The notice of termination shall specify that termination is for the UPLC's convenience the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective.

28. Force Majeure

- a) The Consultant shall not be liable for forfeiture of its PO or termination of contract for default if and to the extent that it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- b) For purposes of this clause, "Force Majeure" means an event beyond the control of the Consultant and no involving the Consultant's fault or negligence, and not foreseeable.

Such events may include, but are not restricted to, acts of the UPLC in its sovereign capacity, wars or revolutions, riot or commotion, earthquake, fires, floods, epidemics, quarantine restrictions and freight embargoes.

- c) If a Force Majeure situation arises, the Consultant shall promptly notify the UPLC in writing of such condition and the cause thereof. Unless otherwise directed by the UPLC in writing, the Consultant shall continue to perform its obligations under the Contract as far as neither is reasonably practical, and shall seek all reasonable alternative means for performance nor prevented by the Force Majeure event.

29. Amicable Settlement of Disputes

Performance of the Contract is governed by the terms and conditions of the Contract, however, at times dispute may arise about any interpretation of any term or condition of Contract including the scope of work, the clauses of payments etc. In such a situation either party of the contract may send a written notice of dispute to the other party. The party receiving the notice of dispute will consider the Notice and respond to it in writing within 30 days after receipt. If after 30 days, parties have failed to resolve their dispute or difference by such mutual consultation, then either party may give notice to other party of its intention to commence arbitration as hereunder provided, as to the matter in dispute and no arbitration in respect of this matter may be commenced unless such notice is given.

30. Resolution of Disputes

In case any dispute or difference arising out between the UPLC and the consultant in relation to this contract, which has not been settled amicably, the consultant can request the UPLC to refer the dispute for Arbitration under Arbitration and Conciliation Act, 1996.

31. Arbitration

a) In the event of any question, dispute or difference arising under or out of or in connection with the conditions mentioned in this document the same shall be referred to the Sole Arbitrator of any person appointed by the Principal Secretary/ Secretary, IT & Electronics Department. There will be no objection to any such appointment that the person appointed is a Government servant that has to deal with the matter to which the contract relates, or that in the course of his duties as a Government servant he has expressed views on all or any other matters in dispute or difference. The decision of the Arbitrator shall be final and binding upon both the parties. All arbitration awards shall be in writing and shall state the reasons for the award.

b) Subject as aforesaid the Arbitration and Conciliation Act, 1996 and the rules there under and any statutory modification thereof for the time being in force shall apply to the arbitration proceedings under this clause.

c) Arbitration proceedings shall be held at Lucknow, India and the language of the arbitration proceedings shall be in English or Hindi.

d) The expenses of the arbitration as determined by the arbitrator shall be borne by the consultant. However, the expenses incurred by each party in connection with the preparation, presentation etc shall be borne by the parties itself.

32 Limitation of Liability

The liability of the selected I T Consultant will be limited to the financial value of the specific project assigned to the I T Consultant.

33. Legal Jurisdiction

All legal disputes between the parties shall be subject to the jurisdiction of the Courts situated in Lucknow, Uttar Pradesh only.

That WHEREAS the First Party will abide by all the Terms and Conditions of the said Tender document and also their Bid documents/Undertaking submitted with the First party for Empanelment including the following:

- i. That WHEREAS the First Party 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. That WHEREAS the First Party knows that such eBids will not be considered.
- ii. That WHEREAS the First Party 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 the said Tender(RFP). That WHEREAS the First Party knows that such eBids will not be considered.
- iii. That WHEREAS the First Party is not blacklisted by any State /Central/ UT Government Deptt / Organization/ Institution.
- iv. That WHEREAS the First Party declares that they have not been charged with any fraudulent activities by any Central / State / UT Government Dept/ Organization / Institution
- v. That WHEREAS the First Party has 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.
- vi. That WHEREAS the First Party undertakes 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."
- vii. That WHEREAS the First Party understands that UPLC is not bound to accept any or all eBids received in response to this RFP.
- viii. That WHEREAS the First Party shall provide full assistance/cooperation required by UPLC, officials for performing their auditing and inspection functions. We understand that our non-cooperation for the same shall be ground for termination of service.

ix. That WHEREAS the First Party agree to abide by all the terms and conditions of the RFP and also all the terms and conditions of the Contract that will be issued by UPLC in case we are empanelled by the UPLC as Consultant.

34 That WHEREAS the First Party knows that their Performance Security would be treated by the Second Party in accordance with the terms and conditions of the said Tender and also in accordance with any specific assignment related Agreement/Contract to be entered with Second Party/ Client Department.

35. This Agreement is made for a period of Two Years effective from ----- 2012 .

IN WITNESS THEREOF THE ABOVE MENTIONED PARTIES HAVE PUT THEIR SIGNATURES ON THE DAY AS ABOVE MENTIONED.

Authorized Signatory of **First Party**

Authorized Signatory of **Second Party**

Signature:

Signature:

Name & Address

Name & Address

Witness for First Party

Witness for Second Party

Signature:

Signature:

Name & Address

Name & Address