



**U. P. DEVELOPMENT SYSTEMS CORPORATION LTD. (UPDESCO),
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GOMTI NAGAR, LUCKNOW - 226010**

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Invitation of e-Bids for

- A. Transaction Advisory Services for PPP Health Project (Biomedical Equipment Maintenance) for National Health Mission, Uttar Pradesh.**

e-Tender Ref. No.	:	UPDESCO/SW/2018/MW71
Last Date and Time for submission of e-Bids	:	15.01.2018 at 4.00 P.M.
Date and time of opening of Technical e-Bid	:	15.01.2018 at 5.00 P.M.
Place of opening of e-Bids and Address for Communication	:	U.P. Development Systems Corp.Ltd., II Floor, Uptron Building, Near Gomti Barrage, Gomti Nagar, Lucknow-226010
Processing Fee	:	Rs. 1,180.00 (Non Refundable) including GST

This Document Contains 32 Pages

It will be the responsibility of the bidders to check U.P. Government e-procurement website <http://etender.up.nic.in> for any amendment through corrigendum in the tender document. In case of any amendment, bidders will have to incorporate the amendments in their bids accordingly.

Table of Index

(A) Short Term Notice for Inviting e-Bids	3
(B) Invitation for e-Bids	4
(C) SECTION-I : INSTRUCTION TO BIDDERS (ITB)	6
(D) SECTION-II : CONDITIONS OF CONTRACT	16
(E) SECTION-III: TECHNICAL E-BID	22
(1) Technical e-Bid Form	22
(2) Schedule of Execution	23
(3) Scope of Work and Their Acceptance	24
(4) Minimum Qualification Requirements	26
(5) Contract Form	28
(6) Capability Statement (CS)	29
(F) SECTION-IV: FINANCIAL E-BID	31
(1) Financial e-Bid Form	31
(2) Price Schedule/BoQ	32



Uttar Pradesh Development Systems Corporation Limited
(U.P. Government Undertaking)
2nd Floor, Uptron Building, Gomti Nagar, Near Gomti Barrage, Lucknow

(A) Short Term Notice for Inviting e-Bids

Online e-bids are invited for State Government Department/ Institution only from valid empanelled Consultancy Firm under categories "A" of UPDESCO for this invitation who have submitted security amount under category "A" in UPDESCO for following software and services solutions up to **4:00 PM on 15.01.2018:-**

- A. Transaction Advisory Services for PPP Health Project (Biomedical Equipment Maintenance) for National Health Mission, Uttar Pradesh.

The details for submission of e-bids and corrigendum, if any, in the tender document will be available only on the UP Govt. e-procurement website <http://etender.up.nic.in>. The Tender Processing Fee is Rs. 1,180/-. The Corporation reserves the right to cancel any or all the e-bids/annul the bidding process without assigning any reason.

UPDESCO/SW/2018/MW71

MANAGING DIRECTOR

(B) Invitation for e-Bids

This invitation for e-Bids is for Consultancy Services solution:

- 1.1 Bidders are advised to study the Document carefully. Submission of e-Bids against this Invitation shall be deemed to have been done after careful study and examination of the procedures, terms and conditions of the Document with full understanding of its implications.
- 1.2 The e-Bids prepared in accordance with the procedures enumerated in ITB Clause-5 of Section-I should be submitted through e-procurement website <http://etender.up.nic.in>.
- 1.3 The document is available on e-procurement website <http://etender.up.nic.in>. Interested bidders may view, download the document, seek clarification and submit their e-Bids up to the date and time as mentioned below:

Date of publication of Invitation for e-Bid notice : 10/01/2018
& availability of Document on e-procurement website <http://etender.up.nic.in>

e-Bid submission start date & time : 09/01/2018

e-Bid submission end date & time : 15.01.2018 at 4.00 PM

e-Bid opening date & time : 15.01.2018 at 5:00 PM

Venue of opening of e-Bids : UP Development Systems Corporation Ltd.,
II Floor, Uptron Building, Near Gomti Barrage,
Gomti Nagar, Lucknow (U.P.) – 226010

Contact Officer : Mr. H.C. Gupta, Manager (Systems)
e-Mail : gupta_hc@yahoo.com,
mdupdesco.up@gmail.com

Processing Fee : Rs. 1,180/- (Rs. One Thousand One Hundred Eighty only)

- 1.4 The e-Bids will be electronically opened in the presence of bidder's representatives, who choose to attend, at the venue on the specified date and time mentioned in the above table respectively.
- 1.5 Updesco and the selected Consultancy Firm on Work-Share and Revenue-Share Model.

The responsibilities of Updesco would include but not limited to:

- a. Client Interactions and understanding the changes to be made to available solution from the chosen Consultancy Firm.
- b. Helping the Consultancy Firm in customizing the available solution / service to the client's needs.
- c. Monitoring and supervising the implementation and operations of the solutions / services.
- d. Resolving issues / disputes so that the end client is satisfied to the extent reasonable.
- e. Helping the chosen consultancy firm with the Government Processes and Workflow in general and the processes for the end client in particular so that the solution deployed is of good quality and is useful to the end client.

The responsibilities of Consultancy Firm would include but not limited to:

- a. Implementing and operationalising the solutions and services as required in the scope of work.
- b. Ensuring that changes suggested by Updesco/ end client are incorporated in the available solution.
- c. Regular coordination with Updesco and the end client so that minimum issues and disputes arise.
- d. Regular operations, updations and maintenance of the solutions/ services provided to the end client

In case of consultancy project(s), the bidder should quote total price of the work, including UPDESCO share. The revenue so realized from the end client would be shared amongst Updesco and the Consultancy Firm. The revenue sharing for consultancy projects is 10% for Updesco and 90% for the Consultancy Firm.

The selected Consultancy Firm has to start the deployment of manpower/development and implementation work immediately for the project(s) as and when the need arises.

The duration of works will be based on the period of work orders/contracts between Updesco and the respective client departments or their successors or assigns or any entity which inherits control over the schemes for each of the projects.

- 1.6 In the event of date specified for e-Bids opening being declared a holiday for Updesco office then the due date for opening of e-Bids shall be the following working day at the appointed time.
- 1.7 All the required documents should be submitted /uploaded by the bidder electronically in the PDF format. The electronic documents are to be uploaded for each document label of e-Bids i.e. Fee details, Qualification details, e-Bid Form, Scope of Work and of Financial Bid i.e. e-Bid Form and Price Schedule/BoQ.
- 1.8 Updesco shall pay the amount against Service delivery to successful bidder only after same is received by Updesco from the concerned department.
- 1.9 The companies/firms who are registered for e-tendering on e-Tendering system of U.P. Govt. Departments would only be eligible for participating in this e-Tender. The companies/firms may contact the Nodal Agency nominated for e-Tendering System in U.P. which is U.P. Electronics Corporation Ltd. (UPLC), 10, Ashok Marg, Lucknow (UP) on phone numbers 0522-2288750 (O), 0522-2286809 (O) or 0522-4130303 (Ext. 303, 304 & 307) for their Registration/ Digital Signature Certificate related queries.
- 1.10 The Tendering Authority reserves the right to cancel any or all the e-Bids/annul the bidding process without assigning any reason thereof. The decision of Tendering Authority will be final and binding on all the bidders.

SECTION-I : INSTRUCTION TO BIDDERS (ITB)

1. Cost of e-Bid Documents:

- (a) The Bidder shall bear all costs associated with the preparation and submission of its e-Bid and U.P. Development Systems Corporation Ltd. (UPDESCO), Lucknow hereinafter referred to as "Tendering Authority", will in no case be held responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.
- b) This e-Bid document is available on the web site "<http://etender.up.nic.in>" to enable the bidders to view, download the document and submits their e-Bids online up to the last date and time mentioned in the notice for e-Bid document against this e-Tender. The bidders shall have to pay e-Tender Processing Fee of Rs. 1,180/- (Rs One Thousand One Hundred Eighty only) through Demand Draft or Banker's Cheque payable in favor of U.P. Development Systems Corporation Ltd., Lucknow. The scanned copy of the Demand Draft or Banker's Cheque must be submitted along with the e-Bids but the original Demand Draft or Banker's Cheque should reach UPDESCO office before Scheduled Technical e-Bid opening date and time. This e-Tender Processing Fee of Rs. 1,180/- (Rs One Thousand One Hundred Eighty only) will be non-refundable.

2. Clarification of e-Bid Documents and Scope of Work:

A prospective Bidder requiring any clarification of the e-Bid documents and scope of work may raise his point of clarification through Bid Management window after successfully logging to the e-procurement website <http://etender.up.nic.in>. The bidder may seek clarification by posting query in the relevant window after clicking "Seek Clarification" option in the view tender details window for tender which can be selected through my tender option of bid submission menu. The clarification will be replied back by Updesco through the e-procurement website which can be read by the bidder through the "Clarification" option under Bid Submission menu.

3. Amendment of e-Bid Documents:

- (a) At any time prior to the deadline for submission of e-Bid, Updesco may, for any reason whether at its own initiative or in response to a clarification requested by a prospective bidder, make amendments in the e-Bid documents uploaded on e-procurement website <http://etender.up.nic.in> through corrigendum which shall also be uploaded only on above e-procurement website and form an integral part of e-Bid document. The relevant clauses of the document shall be treated as amended accordingly.
- (b) It shall be the sole responsibility of the prospective bidders to check the website <http://etender.up.nic.in> from time to time for any amendment in the e-Tender document. In case of failure to get the amendments, if any, Updesco shall not be held responsible.
- (c) In order to allow prospective bidders a reasonable time to take the amendment into account in preparing their e-Bids, Updesco, at his discretion, may extend the deadline for the submission of e-Bids. Such extensions shall be posted / up-loaded by Corrigendum only on the e-procurement website <http://etender.up.nic.in>.

4. Language of e-Bid:

The e-Bid prepared by the Bidder, as well as all correspondence and documents relating to the e-Bid exchanged by the Bidder shall be written either in Hindi or English

language. The correspondence and documents in Hindi must be accompanied by embedded / separate Hindi font files. Only English numerals shall be used in the e-Bid.

5. Documents Constituting the e-Bid:

(a) Technical e-Bid:

- i. **Fee Details** – Includes copies of e-Tender Fee and Bid Security furnished in accordance with ITB Clause-8 in PDF format.
- ii. **Qualification Details** – Includes copies of required documents as per Section-III(4) in PDF format justifying that the Bidder is qualified to perform the contract if his / her e-Bid is accepted and that the bidder has technical and financial capability necessary to perform the contract and meets the criteria outlined in the Qualification Criteria and fulfill all the conditions of the Contract and that the services to be delivered by the bidder confirm to the Technical e-Bid document.
- iii. **e-Bid Form** – Includes copy of filled in e-Bid Form as per Section-III(1) of e-Tender document in PDF format justifying that the bidder is complying with all the conditions of the Contract and scope of work of the e-Bid Document as no deviation will be acceptable by the Tendering Authority.
- iv. **Scope of Work and their Acceptance** – includes copy of filled in Compliance with Scope of Work as per Section-III(3) of e-tender document in PDF format.

(b) Financial e-Bid:

- i **e-Bid Form**– includes copy of filled in e-Bid Form as per Section-IV(1) of e-Tender document in PDF format.
- ii **Price Schedule/BoQ** - includes Price Schedule as per Section-IV(2) of e-Tender document in PDF format.

6. e-Bid Price:

- (a) The Bidder shall quote along with Updesco share of 10% charges for consultancy works in the downloaded file for Price Schedule/BoQ in the specified places for all the services to be provided as mentioned in Section-III(3)-Scope of work and their acceptance.
- (b) e-Bid price quoted for each item per schedule shall include all the cost (excluding GST) till successful completion of the work specified in Section-III(3)-Scope of work and their acceptance.
- (c) e-Bid price for each item shall include all the cost till successful completion of the work specified in the Detailed Scope of Work/Technical Specification.
- (d) Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account. An e-Bid submitted with an adjustable price quotation unless asked for shall be treated as non-responsive and will be rejected.

7. e-Bid Currencies: Prices shall be quoted in Indian Rupees only.

8. Bid Security :

- (a) The security amount submitted by valid Empanelled Consultancy Firms under category "A" in UPDESCO shall be treated as Bid Security. The bidders must have

submitted Security amount in the form of Demand Draft, Bankers Cheque or Bank Guarantee from a Bank listed from Clause 17(a)-(i) to 17(a)-(v). The Bid security is required to protect Updesco against the risk of Bidder's conduct which would warrant the security's forfeiture. The bidders must ensure that if BG/FD submitted by them as security is for a lesser validity period, then the same has to be extended to match the period of bid validity pursuant to ITB Clause-9.

(b) The bid security may be forfeited:

If a Bidder :

- (i) withdraws his/her bid during the interval between the deadline/ last date for submission of its e-Bid and the expiration of period of e-Bid validity; or
- (ii) does not accept the correction of errors pursuant to ITB Clause-3 of Section-I; or
- (iii) In case of a successful bidder, if the Bidder fails to sign the Contract with Tendering Authority in accordance with the scope of work and conditions of contract of this e-tender.

If any of the above three cases happen then the bidders will be treated as in default and hence liable for forfeiture of their bid security for this e-Bid i.e. security as submitted by them for their empanelment.

9. Period of Validity of e-Bids:

- (a) Each e-Bid shall remain valid for 150 days after the date of opening of e-Bid prescribed by Tendering Authority, pursuant to ITB Clause-15. Any Bid valid for a shorter period shall be rejected by Tendering Authority as non-responsive.
- (b) In exceptional circumstances, Tendering Authority may solicit the Bidder's consent to an extension of the period of e-Bid validity. The request and the response thereto shall be made in writing. The Bid security provided under ITB Clause-8 shall also be suitably extended or submitted afresh. A Bidder may refuse the request without forfeiting its Bid security. A Bidder granting the request will not be required nor permitted to modify its e-Bid.

10. Format and Signing of e-Bid:

- (a) The Bidder shall prepare one electronic copy of the e-Bid.
- (b) The e-Bid documents shall be digitally signed, at the time of uploading, by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. The later authorization shall be indicated by a scanned copy of written power-of-attorney accompanying the e-Bid. All the pages/ documents of the e-Bid that are to be uploaded shall be digitally signed by the person authorized to sign the Bid.

11. Submission of e-Bids :

The Bid Submission module of e-procurement website "<http://etender.up.nic.in>" enables the bidders to submit the e-bids online against this Tender published by Tendering Authority. e-Bid submission can be done only from the bid submission start date and time till the 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-Bids in time. The bidders should submit their e-Bids considering the server time displayed in the e-procurement website. 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 e-Bid submission date and time is over, the bidders cannot submit their e-Bids. For delay in submission of e-Bids due to any reasons, the bidders

shall only be held responsible.

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

- (a) For participating in e-Bids through the e-tendering system, it is necessary for the bidders to be the registered users of the e-procurement website <http://etender.up.nic.in>. The bidders must obtain a User Login Id and Password by registering themselves with U.P. Electronics Corporation Limited, Lucknow if they have not done so previously for registration.
- (b) In addition to the normal registration, the bidder has to register with his/her Digital Signature Certificate (DSC) in the e-tendering system and subsequently he/she will be allowed to carry out his/her bid submission activities. Registering the Digital Signature Certificate (DSC) is a onetime activity. Before proceeding to register his/her DSC, the bidder should first log on to the e-tendering system using the User Login option on the home page with the Login Id and Password with which he/ she has registered as per ITB Clause-11(a) above.
- (c) For successful registration of DSC on e-procurement website <http://etender.up.nic.in>, the bidder must ensure that he/she should possess Class-2/ Class-3 DSC issued by any one of the following certifying authorities approved by Controller of Certifying Authorities, Government of India such as Mahanagar Telephones Nigam Ltd. (MTNL), New Delhi and Tata Consultancy Services (TCS), Mumbai as the e-procurement website <http://etender.up.nic.in> is presently accepting DSCs issued by these authorities only. However, the process for acceptability of DSCs issued by other authorities such as Customs & Central Excise, New Delhi; Institute for Development & Research in Banking Technology, Hyderabad; Safe Script, Chennai and (n) Code Solutions, Ahmedabad has been under active consideration. The bidder is advised to get his/her DSC issued by Mahanagar Telephones Nigam Ltd. (MTNL), New Delhi or Tata Consultancy Services (TCS), Mumbai on a safer side for successful registration of his/her DSC on e-procurement website. The bidder is also advised to register his/her DSC on e-procurement website 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 obtain User Login Id and perform DSC registration exercise as described in ITB Clauses-11(a) and 11(b) above even before e-Bid submission date starts. The Tendering Authority shall not be held responsible if the bidder tries to submit his/her e-Bid at the last moment before end date of submission but could not submit due to DSC registration problem.
- (d) The bidder can search for active e-Tenders through "Search Active Tenders" link, select a e-Tender in which he/ she is interested in and then move it to 'My Tenders' folder using the options available in the Bid Submission menu. After selecting and viewing the e-Tender, for which the bidder intends to bid, from "My Tenders" folder, the bidder can place his/ her bid by clicking "Pay Offline" option available at the end of the view e-Tender details form. Before this, the bidder should download the e-Bid documents and study them carefully. The bidder should keep all the documents ready as per the requirements of e-Bid document in the PDF format against this invitation for bids.
- (e) 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 Tender Fee offline payment details. After entering and saving the Tender 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 documents as per Technical (Fee details, Qualification details, e-Bid Form and Scope of Work details) and Financial (e-Bid Form and Price Schedule/BoQ) schedules/packets given in the e-Tender details. The details of the Demand Draft or any other accepted instrument which is to be physically sent in original before opening of Technical e-Bid, 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.

- (f) Next the bidder should upload the Technical e-Bid documents for Fee details, Qualification details, e-Bid Form and Scope of Work details as per ITB Clause-5(a) above and Financial e-Bid documents for e-Bid Form and Price Schedule/BoQ as per ITB Clause-5(b) above. 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 e-Bid 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 (Fee details, Qualification details, e-Bid Form and Scope of Work details) and Financial (e-Bid Form and Price Schedule/BoQ) schedules/packets can be clubbed together to make single different files for each label.
- (g) The bidder should click "Encrypt" next for successfully encrypting and uploading of required documents. During the above process, the documents are digitally signed using the DSC of the bidder and then the documents are encrypted/ locked electronically with the DSC's of the e-Bid openers to ensure that the documents are protected, stored and opened by concerned openers only.
- (h) After successful submission of e-Bid documents, a page giving the summary of e-Bid submission will be displayed confirming end of submission process. The bidder can take a printout of the summary using the "Print" option available in the window as an acknowledgement for future reference.
- (i) Tendering Authority reserves the right to cancel any or all the e-Bids and annul the bidding process without assigning any reason.

12. Deadline for Submission of e-Bids:

- (a) e-Bids must be submitted by the bidders at e-procurement website <http://etender.up.nic.in> not later than **15.01.2018 at 4.00 PM.**
- (b) Updesco may, at its discretion, extend this deadline for submission of e-Bids by amending the documents in accordance with ITB Clause-3, in which case all rights and obligations of Updesco and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

13. Late e-Bids:

The server time indicated in the Bid Management window on the e-procurement website <http://etender.up.nic.in> will be the time by which the e-Bid submission activity will be allowed till the permissible date and time scheduled in the e-Tender. Once the e-Bid 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 will only be held responsible if his/ her e-Bid is not submitted in time due to any of his/ her problems during e-Bid submission process.

14. Withdrawal and Resubmission of e-Bids:

- (a) At any point of time, a bidder can withdraw his/ her e-Bid submitted online before 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 website <http://etender.up.nic.in>. The bidder should then select "My Bids" option in the Bid Submission menu. The page listing all the e-Bids submitted by the bidder will be displayed. Click "View" to see the details of the e-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 e-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.
- (b) No e-Bid may be withdrawn in the interval between the deadline/last date for submission of e-Bid and the expiration of period of e-Bid validity. Withdrawal of an e-Bid during this interval may result in the Bidder's forfeiture of his/ her bid security, pursuant to ITB Clause-8(b).
- (c) The bidder can resubmit his/ her bid as and when required till the e-bid submission end date and time. The e-Bid submitted earlier will be replaced by the new one. The payment made by the bidder earlier will be used for revised e-bid and the new e-Bid submission summary generated after the successful submission of the revised e-Bid will be considered for evaluation purposes. For re-submission, 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 website <http://etender.up.nic.in>. The bidder should then select "My Bids" option in the Bid Submission menu. The page listing all the e-Bids submitted by the bidder will be displayed. Click "View" to see the details of the e-Bid to be resubmitted. After selecting the "Bid Resubmission" option, click "Encrypt & Upload" to upload the revised e-Bid documents by following the methodology provided in ITB Clauses-11(e) to 11(h).
- (d) The bidders can submit their revised e-Bids as many times as possible by uploading their e-Bid documents within the scheduled date & time for submission of e-Bid.
- (e) No e-Bid can be resubmitted subsequently after the deadline for submission of e-Bids.

15. Opening of Technical e-Bids by Updesco :

- (a) Tendering Authority will open all Technical e-Bids, in the presence of Bidders' representatives who choose to attend on **15.01.2018 at 5.00 PM** at U.P. Development Systems Corporation Ltd., II Floor, UPTRON Building, Gomti Nagar, Lucknow - 226010. The Bidder's representatives who are present shall sign a register evidencing their attendance. In the event of the specified date of Technical e-bids opening being declared a holiday for Tendering Authority, the Technical e-Bids shall be opened at the appointed time and location on the next working day.
- (b) The technical evaluation will be done as per evaluation criteria given in ITB Clause-17 and requirements as given in Section-III(4). The bidders' names and the presence or absence of requisite bid security and such other details as Tendering Authority at its discretion may consider appropriate, will be announced at the time of opening.

No Technical e-Bid shall be rejected at the time of its opening.

- (c) Tendering Authority will prepare minutes of the opening of Technical e-Bid.

16. Clarification of Technical e-Bids:

During evaluation of Technical e-Bid, the Tendering Authority may, at its discretion, ask the Bidders for a clarification /submission of additional documents pertaining to clarification of his/ her Technical e-Bid. The request for clarification and the response shall be in writing or in the meeting by Tendering Authority.

17. Evaluation of Technical e-Bids:

- a) The Bidders should be valid empanelled software Consultancy Firm under category "A" of UPDESCO to participate in this e-Bid. Bidders who have not submitted eligible security amount of their Category valid till 31.12.2019 in UPDESCO are not eligible to bid and their bids shall be rejected. The Bids of those bidders will also be rejected who have submitted security amounts in the form of Bank Guarantees (BGs) and the said BGs are not from any of the following Scheduled Commercial Banks:
 - i. any Nationalized Bank;
 - ii. State Bank of India or its Associate Bank;
 - iii. IDBI Bank;
 - iv. Other Banks viz. Axis Bank, HDFC Bank, ICICI Bank, Yes Bank, ING Vysya Bank, IndusInd Bank, Citi Bank, Standard Chartered Bank, American Express Bank.
- b) The bidder should have minimum 05 years of existence in consultancy works and performed at least 03 jobs each of minimum 25 Lacs. The firm should have at least 25 employees out of which 18 should have qualification like BCA/B. Tech/ MCA/ MBA/ M. SC. and annual turnover of the firm should not be less than 200 Lacs.
- c) The Bidders have to enclose copies of certificate of Registration under GST and Service Tax Registration & Returns for Financial Year 2015-16 2016-17. In addition to this Income Tax clearance certificate of Assessment Year 2016-17 & 2017-18 and an affidavit for no dues for Income Tax should also be enclosed.
- d) The Bidder should be in a position to have sufficient number of expert Manpower of the Domain knowledge posted at their Office to deliver the work in a specified time frame as mentioned in Section-III(2). The detail(s) of the Manpower structure must be provided in the Technical e-Bid to avoid rejection.
- e) The Bidders must have relevant work experience in the related field(s) during past 3 year(s) for Departments/Institutions involving design, development & implementation of application software (web based, client/server based, SPI model based etc.), digitization, scanning, training, data collection/dissemination either through IVRS Pull/ Push or SMS method, application security audit, transaction advisory, provisioning of manpower services etc. The bidders must have sufficient capacity and expertise to handle projects/works of required kind. The bidders may be asked to make a presentation in Updesco within a short notice of min 2 days to showcase their experience. They may also be required to present the methodology to execute the proposed work(s). The information for the presentation will be sent either through telephone or e-mail given in the Capability Statement of the Bid. The Bids of the Bidders who do not participate in presentation will be out rightly rejected. Copy of work orders/completion certificates/other documents justifying jobs of similar nature executed have to be submitted to avoid rejection of the Bid. The purchase committee will have the rights to

reject / select the bidders on the basis of presentation made before them. Bidder whose presentation is approved by the committee will only be entitled for financial opening.

- f) The bidder should submit a notarized affidavit on a minimum Rs. 10.00 stamp paper that the bidder's firm has not been black listed / debarred / prohibited by any State / Central Government Departments / Organisations. The e-Bids of the black-listed bidders or those not submitting the required affidavit shall be rejected.
- g) All bidders also have to submit filled in Capability Statement given in Tender Document. The Bid of the Bidders who do not submit the filled-in Capability Statement will be rejected.
- h) The bidders should submit the original Tender Fee, Affidavit regarding Blacklisting and hardcopy of only Technical Bid document which they have uploaded on e-procurement website <http://etender.up.nic.in>, before opening of Technical e-bid i.e. up to **5.00 P.M on 15/01/2018** otherwise their bids shall be rejected.
- i) The Bidders not having their local office operational in Lucknow shall have to open the same within one week of the date of award of work order.
- j) The Bidders will have to enclose a well drafted technical proposal.
- k) The successful bidder will not be allowed to sublet the contracts in part or full to any other agency / vendor. If done so, the security amount will be forfeited, contract will be cancelled and the bidder/ Service Provide will be barred from bidding in any other tender of Updesco in future.
- l) The e-Bids found to be not responsive and not fulfilling any of the above conditions and not meeting Technical Specifications and Qualification requirements to the satisfaction of purchase committee shall be rejected. The e-Bids of bidders mentioning any of their conditions which are not mentioned in the e-tender document or are not in conformity with the conditions of the contract shall be rejected.

The evaluation of Technical e-Bids shall be done based on supporting documents on above criteria points.

18. Opening of Financial e-Bids:

- (a) After evaluation of Technical e-Bid, all technically qualified bidders will be informed about date and time for opening of Financial e-Bids by letter/ e-mail/ phone.
- (b) The Financial e-Bids of technically qualified bidders shall be opened on the date informed separately by Updesco at U.P. Development Systems Corporation Ltd., II Floor, UPTRON Building, Gomti Nagar, Lucknow - 226010 in the presence of Bidders who choose to attend. In the event of the specified date of Financial e-bids opening being declared a holiday for Tendering Authority, the Financial e-Bids shall be opened at the appointed time and location on the next working day. The names of Bidders, Price quoted etc will be announced at the time of opening.

19. Evaluation of Financial e-Bids:

- (a) Updesco will evaluate and compare the financial price quoted in the Price Schedule/BoQ of e-Bids of those bidders whose Financial e-Bids are found responsive to the Scope of Work given in Section-III of e-tender document.

- (b) The project/schedule wise selection of bidder will be done on the basis of lowest quoted (L1) Grand Total of Amount of financial bid Section-IV(2)-Price Schedule/BoQ of respective project/schedule.
- (c) If there is a discrepancy in total value then the total coming after summing the individual values of the items shall prevail.
- (d) If there is a discrepancy in total value written in figures and words then the total value written in words shall prevail.
- (e) No additional payments shall be made for completion of any contractual obligation beyond the quoted prices. If the Bidder does not accept the correction of errors if any, its e-Bid shall be rejected and its bid security may be forfeited.
- (f) If all Items required to be quoted in a schedule of Section-IV(2)-Price Schedule/BoQ are not quoted, then Financial e-Bid of those bidders for that schedule shall be rejected.

20. Contacting the Tendering Authority:

- (a) No Bidder shall contact Updesco on any matter relating to their bid, from the time of the e-Bid opening to the time till the Contract is awarded. If the bidder wishes to bring additional information to the notice of Updesco or wants to have clarification, bidder can do so in writing.
- (b) Any effort by a Bidder to influence Updesco in its decisions on e-Bid evaluation, e-Bid comparison or contract award may result in rejection of the Bidder's bid.

21. Award Criteria:

- (a) The Tendering Authority will determine to its satisfaction whether the Bidder(s) that is selected as having submitted the lowest evaluated responsive e-Bid meets the criteria specified in ITB Clauses 17 and 19 and is qualified to perform the contract satisfactorily.
- (b) Tendering Authority will award the contract to the project/schedule wise lowest evaluated successful Bidder whose Financial e-Bid has been determined to be responsive to all the conditions of the contract and meeting the qualification requirement of the Bidding Document.

22. Tendering Authority's right to accept / reject any or all e-Bids:

Updesco reserves the right to accept or reject any e-bid, and to annul the bidding process and reject all e-Bids at any time, without thereby incurring any liability to the affected Bidder or bidders.

23. Notification of Award:

- (a) Prior to the expiration of the period of e-Bid validity, Updesco will make every effort to open the e-Financial Bid and notify the successful lowest quoted bidder in writing by letter/e-mail/fax/phone about award of contract.
- (b) The notification will make the bidder eligible for signing of contract for the work for which the bidder has quoted the lowest price

24. Signing of Contract (Agreement):

- (a) At the same time as Updesco notifies the successful bidders that their e-Bids have been accepted, Updesco will send the bidders the Draft Contract (Agreement) Form incorporating all terms and conditions between the parties i.e. Updesco and successful bidders as per Conditions of Contract given in Section-II of e-Tender document (Tender Ref. No. **UPDESCO/SW/2018/ MW71**). Besides this, additional conditions may be added in the Draft Contract (Agreement) with mutual consent in the benefit of successful implementation and operation of the given projects.
- (b) Within 3 days of receipt of the Contract Form, the successful bidders shall sign and date the Contract and return it to the Tendering Authority.

25. Rights of Tendering Authority:

Tendering Authority has rights to relax any criteria of qualification required to fulfill the tender condition in the interest of work of the Departments. Tendering Authority has right to ask the bidder to submit any document required in support of qualification for its satisfaction/confirmation at any stage.

Updesco

(D) SECTION-II : CONDITIONS OF CONTRACT

1. Definitions :

In this Contract, the following terms shall be interpreted:

- (a) "The Tendering Authority" means the organization purchasing the Services, being a Procurement/ Executing Agency on behalf of Government Departments and the Tendering Authority is U.P. Development Systems Corporation Ltd. (UPDESCO), II Floor, Uptron Building, Gomti Nagar, Lucknow - 226010.
- (b) The Selected "Consultant Firm" means the Company/firm selected for providing the Services under this Contract.
- (c) "The Contract" means the agreement entered into between Updesco and the selected Contract Firm, as recorded in the Contract Form signed by the parties, including all the attachments and appendices thereto and all documents incorporated by reference therein;
- (d) "The Contract Price" means the prices of various items payable to the selected Service Provide under the Contract for the full and proper performance of its contractual obligations;
- (e) "Services" means services that have been covered under the scope of work of each project as submitted in proposal.
- (f) "Day" means calendar day.
- (g) "CTI" means Computer Telephony Integration.
- (h) "IVRS" means Interactive Voice Response System.

2. Application :

These Conditions shall apply to the extent that they are not superseded by provisions in other parts of the Contract.

3. Performance Security :

- (a) No separate performance security would be required until the bidder has valid submitted security of its empanelment available in Updesco till 31.12.2019. Also, since the selected Consultant Firm is an empanelled Consultancy Firm under category "A" of UPDESCO and the company/ firm has already submitted valid security amount in Updesco, the same amount shall be considered as performance security for due performance of the contract under this agreement. But the selected Consultancy Firm will has to ensure renewal of this security amount or submission of fresh security amount valid till the expiry of contract period against this agreement, if the same is expiring before the contract term. If the term of performance security expires before the expiry of this agreement and the selected Consultancy Firm does not extend its term/ period as required above, then he/she is liable for cancellation of this agreement and recovery of the said amount from the payments due as forfeiture of its performance security.
- (b) The T.D.S. and any other taxes shall be deductible from the above payments as per prevailing tax rules at the time of payment.

4. Standards :

The Work to be done under this Contract shall confirm to the standards mentioned in the Technical Specifications/Scope of work/Schedule of requirement or higher, and, when no applicable standard is mentioned, the authoritative standard appropriate to the Department requirements should be confirmed.

5. Patent Rights

The Selected Consultancy Firm shall indemnify the Tendering Authority against all third-party claims of infringement of patent, trademark or rights arising for use of the Software provided/developed by them.

6. Deliverables and Time Schedule for Job Completion:

The deliverables are working solution and services as per Section-III(3):Scope of Work and Time Schedule shall be as per Section-III(2):Schedule of Execution.

7. Payment Terms :

- (a) Payment shall be made by UPDESCO to the Selected Consultancy Firm on back to back basis. Payment to the Selected Consultancy Firm will be made only on receipt of corresponding payment from the client department, after deducting UPDESCO's share of 10% in case of consultancy project(s).
- (b) The T.D.S. and any other taxes shall be deductible from the above payments as per prevailing tax rules at the time of payment.

8. Prices :

Prices payable to the Bidder as stated in the Contract shall remain fixed during the performance of the contract. However, in the event of any increase/decrease in Government taxes/duties as applicable at the time of delivery, the prices shall be adjusted at the time of payment on submission of their proof by the selected Service Provide to the Updesco.

In case of discrepancy in the price quoted in words and in figures, price quoted in words shall prevail.

Price payable to the Selected Consultancy Firm shall be only 90% in case of consultancy works.

9. Contract Amendments :

No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties.

10. Assignment :

The Selected Service Provide shall not assign, in whole or in parts its obligations to perform under the Contract to any other firm except with Updesco prior written consent.

11. Delay in the Bidder's Performance for Job Completion :

- (a) If at any time during execution of the Contract, the selected Consultancy Firm should encounters conditions impeding timely delivery of the Services, the selected Consultancy Firm shall promptly notify Updesco in writing of the fact of the delay, it's likely duration and its cause(s). As soon as practicable after receipt of the selected Consultancy Firm, Updesco shall evaluate the situation and may, at its discretion, extend the selected Consultancy Firm's time for execution with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of

the Work order.

- (b) Except as provided under conditions of contract Clause-14 of Section-II, a delay by the selected Consultancy Firm in the execution of its delivery obligations shall render the selected Consultancy Firm liable to the imposition of liquidated damages pursuant to conditions of Contract unless an extension of time is agreed upon pursuant to conditions of Contract without the application of liquidated damages.

12. Liquidated Damages :

The selected Consultancy Firm will have to meet the deadline for completing the work else 'LATE PENALTY' will be imposed on the selected Consultancy Firm. If the selected Consultancy Firm fails to deliver the services within the period(s) specified in scope of work of the e-Bid, Updesco shall, without prejudice to its other remedies under the Contract, deduct from the Contract price, as liquidated damages, a sum equivalent to 0.5% of the Contract Value for each week or part thereof delay until actual delivery, up to a maximum deduction of 10%. Once the maximum penalty is reached, Updesco may consider termination of the Contract/Work order and forfeit the security amount in full.

13. Termination for Default :

The Updesco may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the selected Consultancy Firm, terminate the Contract in whole or part:

- (i) If the selected Consultancy Firm fails to deliver any or all of the Services within the period(s) specified in the Contract, or within any extension thereof granted by the Updesco;
- (ii) If the selected Consultancy Firm fails to perform any other obligation(s) under the Contract. In such a case, the performance security i.e. security submitted at the time of empanelment or any extension thereto by the selected Consultancy Firm may be forfeited and its contract for the services will be cancelled.

14. Force Majeure :

For Purposes of this clause, "Force Majeure" means an event beyond the control of the selected Consultancy Firm and not involving the selected Consultancy Firm fault or negligence and not foreseeable. Such events may include but are not restricted to acts of the Consultancy Firm either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes. (Earthquake, Natural Disasters, Riots). Force Majeure shall not include any events caused due to acts/omissions of such selected Service Provide or result from a breach/contravention of any of the terms of the Contract, Bid and/ or the Techno-commercial Offer. It shall also not include any default on the part of a Consultancy Firm due to its negligence or failure to implement the stipulated/proposed precautions, as were required to be taken under the Contract.

In case of a Force Majeure, all Parties, that is, the selected Consultancy Firm and the UPDESCO will endeavor to agree on an alternate mode of performance in order to ensure the continuity of service and implementation of the obligations of selected Consultancy Firm and to minimize any adverse consequences of Force Majeure.

15. Termination for Insolvency :

UPDESCO may at any time terminate the Contract by giving written notice to the Consultancy Firm, if the Consultancy Firm become bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Consultancy Firm, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to UPDESCO.

16. Termination for Convenience :

UPDESCO, by written notice sent to the Consultancy Firm may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for UPDESCO's convenience, the extent to which performance of the Consultancy Firm under the Contract is terminated, and the date upon which such termination becomes effective. In such a situation, the payments will be made for the period solution/services are provided by the Consultancy Firm as per terms & conditions of the contract.

17. Settlement of Disputes :

17.1 If any dispute or difference of any kind whatsoever shall arise between UPDESCO and the Consultancy Firm in connection with or arising out of the Contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

17.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either UPDESCO or the Consultancy Firm may give notice to other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.

17.3 Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Services under the Contract.

17.4 In case of dispute or difference arising between UPDESCO and the Consultancy Firm relating to any matter arising out of or connected with this agreement, such dispute or difference shall be settled in accordance with the Arbitration and Conciliation Act 1996. The Arbitral Tribunal shall consist of 3 arbitrators, one each to be appointed by UPDESCO and the Consultancy Firm. The third Arbitrator shall be chosen by the two Arbitrators appointed by the parties and shall act as Presiding arbitrator. In case of failure of two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed by the Principal Secretary/Secretary, IT & Electronics Department, Govt of U.P.

17.5 If one of the parties fails to appoint its arbitrator in pursuance of Clause-17.4 above, within 30 days after receipt of the notice of the appointment of its arbitrator by the other party, then the Presiding Arbitrator shall be nominated by Principal Secretary/Secretary, IT & Electronics Department, Govt of U.P. both in case of foreign supply as well as Indian supply, who shall appoint the arbitrator. A certified copy of the order of the Principal Secretary/Secretary, IT & Electronics Department, Govt of U.P., making such an appointment shall be furnished to each of the parties.

17.6 Arbitration proceedings shall be held at Lucknow, India and the language of the arbitration proceedings and that of all documents and communications between the parties shall be in English or Hindi.

17.7 The decision of the majority of the arbitrators shall be final and binding upon both parties. The cost and expenses of arbitration proceedings will be paid as determined by the arbitral tribunal. However the expenses incurred by each party in connection with the preparation, presentation etc. of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself.

17.8 Notwithstanding any reference to arbitration herein.

- (a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
- (b) UPDESCO shall pay the Consultancy Firm any monies due to the Consultancy Firm.

18. Limitation of Liability:

Except in cases of criminal negligence or willful misconduct,

- (a) The Consultancy Firm shall not be liable to UPDESCO, whether in contract tort, or otherwise, for any indirect or consequential loss of damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Consultancy Firm to pay liquidated damages to UPDESCO; and
- (b) The aggregate liability of the Consultancy Firm to UPDESCO, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price.

19. Governing Language :

The Contract shall be written in English or Hindi language. English language version of the Contract shall govern its interpretation. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.

20. Applicable Law :

The Contract shall be interpreted in accordance with the laws of the Union of India.

21. Notices :

Any notice given by one party to the other pursuant to this Contract shall be sent to other party in writing or by fax and confirmed in writing to the other Party's address. For the purpose of all notices, the following shall be the address of Updesco and Selected Consultancy Firm.

Tendering Authority : U.P. Development Systems Corporation Ltd. (UPDESCO),
II Floor, UPTRON Building, Gomti Nagar,
Lucknow (U.P.) – 226010

Selected Consultancy Firm : (To be filled in at the time of Contract execution
.....)

A notice shall be effective when delivered or on the notice's effective date whichever is later.

22. Taxes and Duties :

Bidders shall be entirely responsible for all Govt. taxes applicable.

23. Confidentiality :

The officials deployed by the Selected Consultancy Firm shall treat as confidential all data pertaining to vehicle records and any other information of client department, obtained during the execution of their responsibilities and thereafter, in strict confidence and shall not reveal such information to any other party. The officials to be deployed at client office for execution of the work shall not be allowed to take away the backup of data on any type of storage media or transmission mode as the same is strictly confidential in nature.

24. Indemnity:

The selected Consultancy Firm undertakes to indemnify the Updesco from and against all Losses on account of bodily injury, death or damage to tangible personal property arising in favour of any person, corporation or other entity (including the Client) attributable to the selected Consultancy Firm's negligence or willful default in performance or non-performance under this Agreement. If the Updesco promptly notifies selected Consultancy Firm in writing of a third party claim against Updesco that any Consultancy Firm by the selected Consultancy Firm infringes a copyright, trade secret or patents incorporated in India of any third party, Consultancy Firm will defend such claim at its expense and will pay any costs or damages that may be finally awarded against Updesco.

(E) SECTION-III : TECHNICAL E-BID

(1) Technical e-Bid Form

Reference No.: **UPDESCO/SW/2018/MW71**

Date :

To :

The Managing Director,
U.P.Development Systems Corporation Ltd.,
II Floor, UPTRON BUILDING, Gomti Nagar,
Lucknow (U.P.) - 226 010

Sir,

Having examined the Technical e-Bid Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide.....
(Description of Services) in conformity with the said e-Bid Documents and made part of this bid, and hereby undertake that we accept all the conditions of the Contract of the e-Bid document and will deliver the services as per the Schedule of Execution Section-III(2) and Scope of Work and their Acceptance Section-III(3) of the e-Bid documents. We further undertake that we fulfill the Qualification Requirements as per Section-III(4) and for this purpose we enclose the details. In addition to this, the particulars of our organization such as legal status, details of experience and past performance and the proof for required bid security are furnished with this e-Bid form.

We further undertake, if our e-Bid is accepted, to deliver the Services in accordance with the delivery schedule specified in the Schedule of Execution and Scope of Work and their Acceptance Section-III(3).

We further undertake, if our e-bid is accepted, to take payment against delivering the Services in according to payment terms given in condition of contract (Section-II).

Until a formal contract is prepared and executed, this e-Bid, together with your written acceptance thereof and your notification of award shall constitute a binding Contract between us. All the terms and conditions of the e-Tender Document are acceptable to us.

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 1998".

We understand that you are not bound to accept the lowest or any e-Bid you may receive.

Dated this day of 2018.

(Signature)

(in the capacity of)

Duly authorized to sign e-Bid for and on behalf of

SECTION-III
....Continued

(2) Schedule of Execution

Project/Schedule

Project/ Schedule	Name of Software Module	No. of working days for Completion of Jobs from the date of issue of Work Order from Updesco
"A"	Transaction Advisory Services for PPP Health Project (Biomedical Equipment Maintenance) for National Health Mission, Uttar Pradesh.	18 weeks

Note : Scope of Work/ Services Description is given in Section-III(3).

(3) Scope of Work and Their Acceptance
(for State Govt. Department/Institution)

Check Box (Mark '✓' if bidding)	Project	Terms of Reference for Hiring of Transaction Advisor	Eligibility
<input type="checkbox"/>	Project (A)	<p>Transaction Advisory Services for PPP Health Project (Biomedical Equipment Maintenance) for National Health Mission, Uttar Pradesh.</p> <p>I. Objective: To strengthen Health services in Uttar Pradesh many few programs have been proposed in the PIP for 2016-17. It is desired to initiate procurement process, through a transaction advisor, for identifying and contracting successful bidder(s) to establish the following services:</p> <ul style="list-style-type: none"> • Biomedical Equipment Maintenance <p>Objective of the hired consultant is to provide additional capacity and knowledge inputs to meet the above objective.</p> <p>II. Scope of work for the Transaction Advisor: As the hosen transaction advisor, the consultant is expected to support the following activities:</p> <ol style="list-style-type: none"> 1. Finalization of Bidding documents and Bid process <ol style="list-style-type: none"> a. Conduct Bid Process (including pre-bids and necessary modifications) b. Investors Outreach c. Technical bid evaluation d. Financial bid evaluation e. Assistance in issuance of letter of award f. Review of SPV documents (if any) g. Assistance in finalizing the contract 2. Post transaction support <ol style="list-style-type: none"> a. Assistance in tracking of condition precedents for Authority and Private partner b. Review of financing agreement c. Assistance in declaring the Appointed Date d. Assistance in contract monitoring during contract period e. Review of performance indicators as per Concession Agreement f. Tracking of milestones and project progress g. Tracking of adherence to the provisions of contract by private partner h. Coordinating between Government and Privae partner i. Follow up with Authority for fulfilment of obligations, providing list of pending approvals 	Consultancy Firms Empanelled Categories "A" only

III. Deliverable Milestones and Payment Terms:

The following payment terms are applicable for each of the three RFPs within the scope of work of the Transaction Advisor:

#	Activity	Timeline (in Weeks)*^	Payment % of per RFP Fee quoted
1	Publication of revised RFP by GoUP (after pre-bid)	T+6	30%
2	Selection of developer and Letter of award	T+14	25%
3	Contracting with final vendor	T+18	30%
4	Knowledge transaction and submission of a final report	T+22	15%
TOTAL			100%

* Where T is the date of on boarding of vendor for the specified RFP

^ Excludes time taken by the Authority in (a) approval process, (b) publication of bid documents and their amendments and (c) any extension in the bid process management time (bidding) due to lack participation or request for extension from potential bidders.

IV. Penalty Terms:

The selected bidder will submit a Performance Guarantee (PG) of 10% of the total value of the engagement.

5% of the PG may be forfeited for any delay in timelines directly attributable to Transaction Advisor (TA). TA shall not be penalized for delay arising due to factors specified above ^. The remaining 5% of the PG may be deducted in case of poor quality of RFP as described below:

- RFP fails to evoke sufficient participation.
- TA fails to incorporate recommendations of the concerned government stakeholders.
- Any errors/omissions causing material change to the bid document/process.

(4) Minimum Qualification Requirements

- a) The Bidders should be valid empanelled software Consultancy Firm under category "A" of UPDESCO to participate in this e-Bid. Bidders who have not submitted eligible security amount of their Category valid till 31.12.2019 in UPDESCO are not eligible to bid and their bids shall be rejected. The Bids of those bidders will also be rejected who have submitted security amounts in the form of Bank Guarantees (BGs) and the said BGs are not from any of the following Scheduled Commercial Banks:
 - i. any Nationalized Bank;
 - ii. State Bank of India or its Associate Bank;
 - iii. IDBI Bank;
 - iv. Other Banks viz. Axis Bank, HDFC Bank, ICICI Bank, Yes Bank, ING Vysya Bank, IndusInd Bank, Citi Bank, Standard Chartered Bank, American Express Bank.
- b) The bidder should have minimum 05 years of existence in consultancy works and performed at least 03 jobs each of minimum 25 Lacs. The firm should have at least 25 employees out of which 18 should have qualification like BCA/B. Tech/ MCA/ MBA/ M. SC. and annual turnover of the firm should not be less than 200 Lacs.
- c) The Bidders have to enclose copies of certificate of Registration under GST and Service Tax Registration & Returns for Financial Year 2015-16 2016-17. In addition to this Income Tax clearance certificate of Assessment Year 2016-17 & 2017-18 and an affidavit for no dues for Income Tax should also be enclosed.
- d) The Bidder should be in a position to have sufficient number of expert Manpower of the Domain knowledge posted at their Office to deliver the work in a specified time frame as mentioned in Section-III(2). The detail(s) of the Manpower structure must be provided in the Technical e-Bid to avoid rejection.
- e) The Bidders must have relevant work experience in the related field(s) during past 3 year(s) for Departments/Institutions involving design, development & implementation of application software (web based, client/server based, SPI model based etc.), digitization, scanning, training, data collection/dissemination either through IVRS Pull/ Push or SMS method, application security audit, transaction advisory, provisioning of manpower services etc. The bidders must have sufficient capacity and expertise to handle projects/works of required kind. The bidders may be asked to make a presentation in Updesco within a short notice of min 2 days to showcase their experience. They may also be required to present the methodology to execute the proposed work(s). The information for the presentation will be sent either through telephone or e-mail given in the Capability Statement of the Bid. The Bids of the Bidders who do not participate in presentation will be out rightly rejected. Copy of work orders/completion certificates/other documents justifying jobs of similar nature executed have to be submitted to avoid rejection of the Bid. The purchase committee will have the rights to reject / select the bidders on the basis of presentation made before them. Bidder whose presentation is approved by the committee will only be entitled for financial opening.
- f) The bidder should submit a notarized affidavit on a minimum Rs. 10.00 stamp paper that the bidder's firm has not been black listed / debarred / prohibited by any State / Central Government Departments / Organisations. The e-Bids of the black-listed

bidders or those not submitting the required affidavit shall be rejected.

- g) All bidders also have to submit filled in Capability Statement given in Tender Document. The Bid of the Bidders who do not submit the filled-in Capability Statement will be rejected.
- h) The bidders should submit the original Tender Fee, Affidavit regarding Blacklisting and hardcopy of only Technical Bid document which they have uploaded on e-procurement website <http://etender.up.nic.in>, before opening of Technical e-bid i.e. up to **5.00 P.M on 15/01/2018** otherwise their bids shall be rejected.
- i) The Bidders not having their local office operational in Lucknow shall have to open the same within one week of the date of award of work order.
- j) The Bidders will have to enclose a well drafted technical proposal.
- k) The successful bidder will not be allowed to sublet the contracts in part or full to any other agency / vendor. If done so, the security amount will be forfeited, contract will be cancelled and the bidder/ Service Provide will be barred from bidding in any other tender of Updesco in future.
- l) The e-Bids found to be not responsive and not fulfilling any of the above conditions and not meeting Technical Specifications and Qualification requirements to the satisfaction of purchase committee shall be rejected. The e-Bids of bidders mentioning any of their conditions which are not mentioned in the e-tender document or are not in conformity with the conditions of the contract shall be rejected.

The evaluation of Technical e-Bids shall be done based on supporting documents on above criteria points.

Updesco

SECTION-III

....Continued

(5) Contract Form

THIS AGREEMENT made the day of ... 20..... Between(Name and Address of Tendering Authority) hereinafter called "UPDESCO" of the one part and (Name and address of Bidder) hereinafter called "the Service Provide " of the other part :

WHEREAS the UPDESCO is desirous to.....(Brief description of Services) and has accepted an e-Bid by the Service Provide for thein the offices of in the sum of (Contract price in Words and Figures) (hereinafter called the "Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) the e-Bid Form;
 - (b) the Scope of Work and Approved Rates;
 - (c) the Conditions of Contract;
 - (d) work order issued by UPDESCO to Service Provide .
3. In consideration of the payment to be made by UPDESCO to the Service Provide as hereinafter mentioned, the Service Provide hereby covenants with UPDESCO to provide the services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. UPDESCO hereby covenants to pay the Service Provide in consideration of the provision of the services rendered and the remedying of defects therein, the value of ordered services on the Contract rates or such other sum as may become payable under the provisions of the Contract at the time and in the manner prescribed by the Contract.

SCOPE OF WORK AND TIME SCHEDULE FOR ITS COMPLETION:

All the work shall be delivered within days from the date of issue of the work order.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws on the day and year first above written.

Signed, Sealed and Delivered by the

said(For UPDESCO)

in the presence of

Signed, Sealed and Delivered by the

said(For Service Provide)

in the presence of

SECTION-III

....Continued

(6) Capability Statement (CS)

Particulars of Applicant Company/Firm:

1. Name of the Bidder Company / Firm :

Address of the Bidder Firm :

Telephone No.:

Fax:

Website:

2. Name and Designation of Contact Person :

Email of Contact Person :

Telephone/ Mobile No. of Contact Person:

Date of incorporation of Company / Organization:

3. PAN No. & GST No. of Company / Organization

4. Service TAX Registration No. & Date

5a. Details of Tender Document Fee (Non-refundable)			
Demand Draft/Banker's Cheque/Cash deposit receipt in UPDESCO		No:	Amount
Date:	Branch Name:		
Drawn on	Bank Name:		

5b. Details of Security Amount Submitted in UPDESCO

6. Certifications	Yes/No	Valid up to
ISO-9000 Series (Please specify)		
SEI- CMM Level (indicate the level)		
Any other (Please specify) (indicate the level wherever it is applicable)		

7. Similar Jobs undertaken during last 3 years in support of projects mentioned in Section-III(3)-Scope of Work and their Acceptance.

Year	Job description	Department	Total value of the job	Total no. of manpower deployed

8. Details of minimum 2 Government client(s) to whom similar services were offered in the past and to whom reference may be made regarding the bidder's performance for timely completion of job and service support:

Complete address of the client(s)	Name & designation of contact person(s)	Mobile/Phone/Fax no./ E-mail address(s)

Signature, name and designation of authorized signatory

SECTION-IV : FINANCIAL E-BID

(1) e-BID FORM

Tender Reference No. : **UPDESCO/SW/2018/MW71**

Date :

To :

The Managing Director,
U.P.Development Systems Corporation Ltd.,
II Floor, UPTRON BUILDING, Gomti Nagar,
Lucknow (U.P.) - 226 010

Sir,

Having examined the Financial e-Bid documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to
(Description of Services) in conformity with the said e-Bid documents for the sum as may be ascertained in accordance with the Schedule of rates attached herewith and made part of this bid, and hereby undertake that we accept all the conditions of the contract (Section-II) and will complete the work as per the Detailed Scope of Work (Section-III(3)) of the e-Bid document. We further undertake that we fulfill the qualification requirement (Section-III(4)) and for this purpose we enclose the details. In addition to this, the proof of security already submitted for empanelment as required bid security is furnished with this e-Bid form.

We further undertake, if our e-Bid is accepted, to provide the services in accordance with the schedule specified in the Detailed Scope of Work (Section-III(3)).

We agree to abide by this e-Bid for the e-Bid validity period specified in the ITB and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and your notification of award shall constitute a binding Contract between us.

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 1998".

We understand that you are not bound to accept the lowest or any e-Bid you may receive.

Dated this day of 20.....

(Signature)

(in the capacity of)

Duly authorized to sign e-Bid for and on behalf of

SECTION-IV

....Continued

(2) Price Schedule / BoQ

Tender Reference No. : **UPDESCO/SW/2018/MW71**

Name of Bidder Firm:

General Note :

- (i) For software projects the bidder has to quote Amount including UPDESCO share for respective work items of a project considering that deduction @10% of Updesco share for consultancy projects works shall be made out of the quoted Amount while making payment to the selected Consultant Firm after completion of the work.
- (ii) The total cost of a project will be the Grand Total of Amount including Total Taxes for that Project computed after summation of Amount including Total Taxes values for all work items.
- (iii) If the computation for GST for any of the work item of a project is not correct then the corrected values of Taxes for that work item shall be considered while computing the total cost of the project under consideration.
- (iv) If required separate sheets can be enclosed.

Project-A : Transaction Advisory Services for PPP Health Project (Biomedical Equipment Maintenance) for National Health Mission, Uttar Pradesh.

Charges for Transaction Advisory for

- (a) Publication of revised RFP by GoUP (after pre-bid),
- (b) Selection of developer and Letter of award,
- (c) Contracting with final vendor,
- (d) Knowledge transaction and submission of a final report:

Sr. No.	Description of Work as per scope given above for this project/schedule	Amount (Rs.)	GST @18% (Rs.)	Amount including GST (Col-3+Col-4) (Rs.)
1	2	3	4	5
1	Transaction Advisory for Implementation of Biomedical Equipment Maintenance: (i) Finalization of Bidding documents and bid process. (ii) Post transaction support as per the scope of work given in the technical e-bid			
Grand Total in Figures				
Grand Total of Amount (Col-3) in Words :				
Grand Total of Amount including Total Taxes (Col-5) in Words :				

Note :

Selection of the bidder for above project shall be done on the basis of lowest quoted (L1) Grand Total of Amount (Col-3). If "Total" Amount of a work item is wrongly quoted then the correctly computed value shall be considered while calculating the Grand Total of Amount (Col-3).