

REQUEST FOR PROPOSAL (RFP)

For

SELECTION OF CONSULTANT FOR PROVIDING CONSULTANCY SERVICES TO INVEST UP FOR IMPLEMENTATION OF EASE OF DOING BUSINESS AND EASE OF LIVING REFORMS, ONLINE SINGLE WINDOW PORTAL AND MINIMISING REGULATORY COMPLIANCE BURDEN IN UTTAR PRADESH



INVEST UP

(Erstwhile – “Udyog Bandhu”)

A Nodal Agency of Government of Uttar Pradesh for Investment Promotion under Department of Industrial
Development

4th Floor, Block – A, PICUP Bhawan, Vibhuti Khand,

Gomti Nagar, Lucknow – 226 010 (U.P.)

Tel: 0522-2720236, 2720238

e-mail: info@investup.org.in website: www.invest.up.gov.in

e-Tender Portal : <https://e-Tender.up.nic.in>

Sl.#	Particulars	Date	Time
1.	Date of Publishing	15 July 2022	18:00 Hrs.
2.	Date of Pre-Bid Queries end date (email – info@investup.org.in)	21 July 2022	15:00 Hrs.
3.	Date of Pre-Bid Meeting	22 July 2022	15:00 Hrs.
4.	Bid submission Start Date	15 July 2022	18:00 Hrs.
5.	Bid Submission End Date	16 Aug 2022	18:00 Hrs.
6.	Opening of Technical e-Bid	17 Aug 2022	15:00 Hrs.
7.	Technical Presentation	To be communicated to the bidders at the later stage	
8.	Opening of Financial e-Bids	To be communicated to the Technically qualified bidder at the later stage	

This Document Contains – 42 pages

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**e-BID NOTICE
FOR
“REQUEST FOR PROPOSAL” (RFP)**

FOR

SELECTION OF CONSULTANT FOR PROVIDING CONSULTANCY SERVICES TO INVEST UP FOR IMPLEMENTATION OF EASE OF DOING BUSINESS AND EASE OF LIVING REFORMS, ONLINE SINGLE WINDOW PORTAL AND MINIMISING REGULATORY COMPLIANCE BURDEN IN UTTAR PRADESH

Online e-Bids (technical & financial proposals) are invited only from Consultant Companies, for the **“SELECTION OF CONSULTANT FOR PROVIDING CONSULTANCY SERVICES TO INVEST UP FOR IMPLEMENTATION OF EASE OF DOING BUSINESS AND EASE OF LIVING REFORMS, ONLINE SINGLE WINDOW PORTAL AND MINIMISING REGULATORY COMPLIANCE BURDEN IN UTTAR PRADESH”** from 15 July 2022 up to 1800 Hours of 16 Aug 2022. The Technical e-Bids shall be opened on 17 August 2022 at 1500 Hours or afterwards.

The details of submission of e-Bids are available in the RFP document uploaded on the e-Tender Portal <https://e-tender.up.nic.in> and the on the “Invest UP” website www.invest.up.gov.in Invest UP reserves the right to cancel any or all the e-Bids or annul the Bidding process without assigning any reason thereof.

**The Chief Executive Officer,
Invest UP,
4th Floor, Block A
PICUP Bhawan, Vibhuti Khand
Gomti Nagar,
Lucknow-226010 (U.P.)**

DISCLAIMER

1. The information contained in this Request for Proposal document ("RFP") or subsequently provided to Applicants, whether verbally or in documentary or any other form by or on behalf of Invest U.P., Uttar Pradesh or any of its employees, is provided to Applicants on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.
2. This RFP is not an agreement and is neither an offer nor invitation by Invest U.P. to the prospective Applicants or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by Invest U.P. in relation to the Consultancy. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. This RFP may not be appropriate for all persons, and it is not possible for the Invest U.P., its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each Applicant should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.
3. Information provided in this RFP to the Applicants is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. Invest U.P. accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.
4. Invest U.P., its employees make no representation or warranty and shall have no liability to any person including any Applicant under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Selection Process.
5. Invest U.P. also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Applicant upon the statements contained in this RFP.
6. Invest U.P. may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP.
7. The issue of this RFP does not imply that Invest U.P. is bound to select an Applicant or to appoint the Selected Applicant, as the case may be, for the Consultancy and Invest U.P. reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.
8. The Applicant shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by Invest U.P. or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Applicant and the Invest U.P. shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation or submission of the Proposal, regardless of the conduct or outcome of the Selection Process.
9. Invest U.P. may, at its own discretion, extend the date for submission of e-Bids. In such case all the rights and obligations of Invest U.P. and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

Section – I

LETTER OF INVITATION

1. Through this Request for Proposal (RFP), it is intended to invite e-Bids for “SELECTION OF CONSULTANT FOR PROVIDING CONSULTANCY SERVICES TO INVEST UP FOR IMPLEMENTATION OF EASE OF DOING BUSINESS AND EASE OF LIVING REFORMS, ONLINE SINGLE WINDOW PORTAL AND MINIMISING REGULATORY COMPLIANCE BURDEN IN UTTAR PRADESH”.
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. Invest UP may, at its own discretion, extend the date for submission of e-Bids. In such case all the rights and obligations of Invest UP and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

Purpose	Request-for-Proposal (RFP) for “SELECTION OF CONSULTANT FOR PROVIDING CONSULTANCY SERVICES TO INVEST UP FOR IMPLEMENTATION OF EASE OF DOING BUSINESS AND EASE OF LIVING REFORMS, ONLINE SINGLE WINDOW PORTAL AND MINIMISING REGULATORY COMPLIANCE BURDEN IN UTTAR PRADESH”
Date of Publication on e-Bid Notice and Request For Proposal (RFP)	15 July 2022 on e-Tender Portal https://e-tender.up.nic.in and website of INVEST UP : www.invest.up.gov.in
Last Date for Submission of e-Bids on e-Tender portal	16 Aug 2022 up to 1800 Hours
Site for Submission of e-Bids	e-Tender Portal https://e-tender.up.nic.in
e-Bid Inviting Officer	CEO - Invest UP
Date of Pre-Bid Meeting	21 July 2022 at 1500 Hours
Date of Opening of Technical e-Bids	17 Aug 2022 from 1500 Hours
Date and Time of Technical Presentation	To be communicated to the bidders at the later stage
Date of Opening of Financial e-Bids	To be communicated to the Technically qualified bidder at the later stage
Venue of Opening of e-Bids	Meeting Room of– Invest UP, 4 th Floor, Block A PICUP Bhawan, Vibhuti Khand, Gomti Nagar, Lucknow-226010 (U.P.)
INVEST UP’s Website address	www.invest.up.gov.in
INVEST UP’s email addresses	info@investup.org.in
Contact numbers	0522-2720236, 2720238

5. The e-Bid document is available on e-Tender portal <https://e-tender.up.nic.in> and also on INVEST UP's website www.invest.up.gov.in. Interested Bidders may view, download the e-Bid document, seek clarification and submit their e-Bids online only on e-Tender portal <https://e-tender.up.nic.in> up to the date and time mentioned in the table below:
6. INVEST UP reserves the right to cancel any or all the e-Bids or annul the e-Bid process without assigning any reason thereof.
7. The Bidders must upload all the required documents electronically in the PDF format except for the Financial Proposal Submission Form (BOQ) which will be electronically uploaded on the prescribed XLS format only on e-Tender portal <https://e-tender.up.nic.in>.

It is suggested that the PDF Files should be made in gray scale using the minimum readable appropriate resolution so that the size of the files is minimized for fast uploading on the e-Tender portal <https://e-tender.up.nic.in>. The required electronic documents for each document label of Technical (Fee details, Annexure etc.) schedules/packets can be clubbed together to make single different files for each label. **The size of Single label file should not exceed 20-25 MB size.**

8. Communications

All communications should be addressed to:

The Chief Executive Officer

Invest U.P.
4th Floor, Block A
PICUP Bhawan, Vibhuti Khand,
Gomti Nagar,
Lucknow-226010 (U.P.)

E-mail id: info@investup.org.in

Telephone: 0522-2720236, 2720238

Section-II

INSTRUCTIONS TO BIDDERS

A. DEFINITIONS

In this Contract, the following terms shall be interpreted:

1. "Purchaser" or "Department" means the Purchaser with which the selected Bidder signs the Contract for the service. In this Project, the purchaser is "INVEST UP" which means Invest UP, 4th Floor, Block A, PICUP Bhawan, Vibhuti Khand, Gomti Nagar, Lucknow 226021
2. "e-Bid" means the Technical proposal and the financial proposal.
3. "Instructions to Bidders" means the document which provides interested Bidders with all information needed to prepare their Bids. This document also details out the process for the selection of the Consultant for the work mentioned in this tender document.
4. "Terms of reference (ToR) and "Scope of work" (SoW) means Scope of work mentioned in Section III: Terms of Reference of the RFP which explains the objectives, Scope of work, activities, tasks to be performed, and expected results and deliverables of the assignment, respective responsibilities of the Purchaser and the Bidder.
5. "The Contract" means the agreement entered into between INVEST UP. and the Consultant, as recorded in the Contract Form signed by the parties, including all the attachments and appendices there to and all documents incorporated by reference therein;
6. "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;
7. "Services" means Consultancy Services and other obligations of the Consultant Company covered under the Contract;
8. "Day" means a calendar day.
9. Webinar means any seminar which is conducted electronically with the help of "World Wide Web"

B. THE BIDDING DOCUMENT

1. Availability of e-Tender Document

This e-Tender document is available on the e-Tender portal <https://e-tender.up.nic.in> and INVEST UP's website www.invest.up.gov.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-Tender portal <https://e-tender.up.nic.in> .

2. Contents of e-Bid Document

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

The e-Bid document includes:

- SECTION-I: LETTER OF INVITATION
- SECTION-II: INSTRUCTIONS TO BIDDERS (ITB)
- SECTION-III: TERMS OF REFERENCE (TOR) AND SCOPE OF WORK (SOW)
- SECTION-IV: BIDDER'S ELIGIBILITY CRITERIA & METHOD OF SELECTION, EVALUATION PROCESS

- SECTION V: STANDARD TERMS AND CONDITIONS
- SECTION VI: Technical Proposal Submission Form (Annexure I-V)
 - Financial Proposal Submission Form (BOQ) (Annexure VI)
 - Form of Agreement (Annexure-VII)
 - Format of Proforma of Bank Guarantee towards Performance Security (Annexure-VIII)

The Bidders are expected to examine all the instructions, forms, terms and conditions, requirements and qualifications in the 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. Pre-Bid Queries/Clarifications of e-Tender Documents

A prospective Bidder requiring any Pre-bid queries/clarifications of the e-Tender document, may raise his queries/points of clarification to info@investup.org.in up to the date and time given in the RFP (Tender) document through the e-mail of only authorized representative of the Bidder.

The queries should necessarily be submitted in the following format:

S.No.	Section/ Page No.	Content of RFP requiring clarifications	Change/ Clarification Requested	Remarks

The purpose of query clarification is to provide the Bidders with information regarding the RFP, project requirements, and opportunity to seek clarification regarding any aspect of the RFP and the project. However, 'INVEST U.P.' reserves the right to hold or re-schedule the Pre-Bid meeting. Date of Pre Bid Meeting shall be 22 July 2022 at 1500 Hours

Invest U.P. shall provide timely response to the queries. However, Invest U.P. makes no representation or warranty as to the completeness or accuracy of any response made in good faith, nor does Invest U.P. under take to answer all the queries that have been posed by the Bidders.

At any time prior to the last date for receipt of bids, Invest U.P. may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP Document by a corrigendum.

4. Amendment of e-Tender Document

At any time prior to the deadline for submission of e-Bids, the INVEST UP may, for any reason whether at its own 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 <https://e-tender.up.nic.in> through corrigendum and shall form an integral part of the e-Bid documents. The relevant clauses of the e-Tender documents shall be treated as amended accordingly, in terms of corrigendum(s).

It shall be the sole responsibility of the prospective Bidders to check the e-Tender portal <https://e-tender.up.nic.in> and www.invest.up.gov.in from time to time for any amendment in the e-Bid document. In case of failure to get the amendments, if any, the INVEST UP 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, INVEST UP 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 <https://e-tender.up.nic.in>.

C. PREPARATION & SUBMISSION OF e-Bids

1. Documents Constituting the e-Bid

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

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

2. Documents Establishing Bidder's Qualification

The Bidder shall furnish, as part of Technical Proposal Submission Form (Annexure-I to V), documents establishing the Technical qualification to perform the Contract. The Bidder must upload all the required documents electronically in the PDF format and should submit the documentary evidence in support of the information furnished. The Bidder's eligibility criteria and selection procedure are defined in Section-IV of e-Tender document.

It is suggested that the PDF files should be made in gray scale using the minimum readable appropriate resolution so that the size of the files (The size of Single label file should not exceed 25 MB size) is minimized for fast uploading on the e-Bid portal. The relevant formats for technical and financial bid submission have been provided as an Annexures within this tender.

Conditions of Eligibility of Bidders

- Bidders must read carefully the conditions of eligibility provided herein. Proposals of only those Bidders who satisfy the eligibility criteria will be considered for evaluation.
- As part of the evaluation, the applicant should fulfil the Minimum Qualification Criteria as per Section-IV Clause (a). In case, an Applicant does not fulfil the Minimum Qualification Criteria, the Proposal of such Applicant shall summarily be rejected.
- The Applicant should submit a Power of Attorney, as per the format provided in Annexure of this RFP. However, in case the Proposal is signed by an authorized signatory on behalf of the bidder, a copy of appropriate resolution certified by the Company Secretary conveying such authority may be enclosed in lieu of the Power of Attorney.
- Any entity which has been barred by the Central/ State Government in India or any entity controlled by them, from participating in any project, and the bar subsists as on the date of Proposal, would not be eligible to submit the Proposal.
- The Bidder must have registration certificate, registration under Labour Laws Contract Act, valid sales tax registration certificate and valid service tax registration certificate, whichever is applicable, for this tender.
- The Bidder must possess the requisite experience, strength and capability in providing the services necessary to meet the requirements as described in the RFP/Tender documents. The Bidder must also possess the technical know-how and the financial wherewithal that would be required to successfully provide the Services. The bids must be complete in all respect and should cover the entire scope of work as stipulated in the Tender document.

Number of Proposals

- A Bidder is eligible to submit only one proposal for the selection as consultants. Members of a bid cannot be part of another bid in any form. Consortium or sub-contracting is not allowed.

3. Period of Validity of e-Bids

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

4. Format and Signing of e-Bids

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

5. Submission of e-Bids

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

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

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

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

The procedure for submission of e-Bids by the bidders on e-Tender Portal <https://e-tender.up.nic.in> is already available on the e-Tender Portal <https://e-tender.up.nic.in>.

6. Deadline for Submission of e-Bids

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

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

INVEST UP 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 <https://e-tender.up.nic.in> on or before the date and time as mentioned in Section-I.

7. Late e-Bids

The server time indicated in the Bid Management window on the e-Tender portal <https://e-tender.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.

8. 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 <https://e-tender.up.nic.in>.

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

The Bidder can resubmit his/ her e-Bids as and when required till the Bid submission end date and time. The new one bid will replace the e-Bids submitted earlier. The payment made by the Bidder earlier will be used for revised e-Bids and the new Bid submission summary generated after the successful submission of the revised e-Bids will be considered for evaluation purposes. For resubmission, the Bidder should first log in using his/ her Login ID and Password and subsequently by his/her Digital Signature Certificate on the e-Tender procurement portal <https://e-tender.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 clause 9 (submission of e-Bids) above.

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

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

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

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

Please note that prices should not be quoted in the Technical Bid. The Prices should be quoted in the Financial Bid only. On receipt on e-Tender portal, the technical proposals will be opened by Proposal Evaluation Committee (PEC) members in the office of The CEO, Invest UP, 4th Floor, Block A, PICUP Bhawan, Vibhuti Khand, Gomti Nagar, Lucknow.

INVEST UP will open all e-Bids, in the presence of bidder's authorized representatives who choose to attend at Invest UP, 4th Floor, Block A, PICUP Bhawan, Vibhuti Khand, Gomti Nagar, Lucknow 226001 at date and time mentioned in Section I. The bidder's representatives who are present shall record their attendance on the attendance sheet. In the event of the specified date of 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 & the presence and other details as the Purchaser at its discretion may consider appropriate, will be announced at the opening of the e-Bids. The names of such bidders not meeting the qualification requirement shall be notified subsequently.

After evaluation of technical e-Bids, INVEST UP shall notify those bidders whose e-Bids were considered non-responsive to the Conditions of the Contract and not meeting the Qualification Requirements indicating that they did not technically qualify for selection as Consultant Company for the this project. INVEST UP will simultaneously notify on the e-Tender portal <https://e-Tender.up.nic.in> whose technical e-Bids were considered acceptable and have been shortlisted for opening of their financial e-Bids.

To facilitate evaluation of proposal, Invest UP may, at its sole discretion, seek clarification in writing from any bidders regarding the proposal.

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

Cost of preparation of the e-Bids shall be borne by the Consultant Company regardless of the outcome of the bids.

11. Cost of RFP Document

The RFP Document can be downloaded free of cost from the e-Tender portal at <https://etender.up.nic.in>. However, an amount of **Rs 5,000/- (+18% GST) i.e., Rs.5,900/-** has to be paid through NEFT or RTGS before the bid submission end date and time as cost of the RFP. The payment has to be made to the account of Invest UP as per details mentioned below –

Bank - Punjab National Bank
Address – Trade Tax Office, Mirabai Marg, Lucknow
Account No – 2408021800000010
IFSC Code –PUNB031200; Bank code - 631200

The payment advice/ receipt/ UTR Number should be submitted along with proposal of the bidder.

12. Consortiums

No Consortiums shall be allowed for this project.

13. Earnest Money Deposit (EMD)

- a) The Bidder shall furnish as part of its Proposal, an EMD of **Rs.10,00,000/- (Rupees Ten lakhs)** has to be paid through NEFT or RTGS before the bid submission end date and time. The payment has to be made to the account of Invest UP as per details mentioned below –

Bank - Punjab National Bank
Address – Trade Tax Office, Mirabai Marg, Lucknow
Account No – 2408021800000010
IFSC Code –PUNB031200; Bank code – 631200

The payment advice/receipt/UTR Number should be submitted along with proposal of the bidder.

- b) Proposals for which EMD and Tender Fee are not received shall be rejected by the INVEST UP as non-responsive.
- c) The INVEST UP shall not be liable to pay any interest on the EMD and the same shall be interest free.
- d) EMD shall be returned to the unsuccessful Bidders within a period of one month from the date of issue of Work Order to the Successful Bidder. EMD submitted by the Successful Bidder shall be returned one week post the submission of Performance Security.
- e) The Bidder, by submitting its proposal pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to the INVEST UP's any other right or remedy hereunder or in law or otherwise, the EMD shall be forfeited and appropriated by the INVEST UP under the following conditions:
- I. If a Bidder engages in any of the Prohibited Practices; or
 - II. If a Bidder withdraws its Proposal during the period of its validity as specified in this RFP and as extended by the Bidder from time to time; or
 - III. If the Selected Bidder fails to clarify or reconfirm its commitments as required in this RFP
 - IV. In the case of a Selected Bidder, if the Bidder fails to sign the Agreement as specified in this RFP; or
 - V. If the Bidder is found to have a Conflict of Interest as specified in this RFP.

14. Notification of Award Notification to Bidder

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

15. Signing of Agreement

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

16. Failure to abide by the Agreement

Failure of the successful Bidder to agree with the Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which event INVEST UP may forfeit the EMD/ Performance Bank Guarantee. The contract will be then awarded to the next Bidder by the process of Re-Tendering.

17. Bank Guarantee for Performance

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

This Performance Guarantee shall be for an amount equivalent to 10% of Agreement value. All incidental charges whatsoever such as premium, commission etc. with respect to the Performance Guarantee shall be borne by the Bidder. The Performance Guarantee shall be valid for six months post completion of the project satisfactorily. Subject to the terms and conditions in the Performance Bank Guarantee, at the end of 60 days, the Performance Bank Guarantee may be discharged/returned by INVEST UP upon being satisfied that there has been due performance of obligations of the Bidder under the Agreement. However, no interest shall be payable on Performance Guarantee.

18. Acknowledgement by Applicant

It shall be deemed that by submitting the Proposal, the Applicant has:

- a) Made a complete and careful examination of the RFP;
- b) Acknowledged that it does not have a Conflict of Interest; and
- c) Agreed to be bound by the undertaking provided by it under and in terms hereof.

19. Right to reject any or all Proposals

- Not with standing anything contained in this RFP, Invest U.P. reserves the right to accept or reject any Proposal and to annul the Selection Process and reject all Proposals, at any time without any liability or any obligation for such acceptance rejection or annulment, and without assigning any reasons thereof.
- Invest U.P. reserves the right to reject any Proposal if:
 - a) at any time, a material misrepresentation is made or uncovered, or
 - b) The Bidder does not provide, within the time specified by Invest U.P. the supplemental information sought by Invest U.P. for evaluation of the Proposal.

Such misrepresentation/ improper response may lead to the disqualification of the Bidder. If such disqualification/ rejection occur after the Proposals have been opened and the highest ranking Bidder gets disqualified/ rejected, then Invest U.P. reserves the right to consider the next best Bidder, or any other measure as may be deemed fit in the sole discretion of the Invest U.P., including annulment of the Selection Process

SECTION – III

TERMS OF REFERENCE (ToR) AND SCOPE OF WORK (SoW)

A. Project Background:

Government of Uttar Pradesh is firmly focused on ensuring that the investment potential of Uttar Pradesh is duly recognized, and investment intentions actually materialize within a reasonable time frame. At the same time, the state is keen to improve single window facilitation and Business Reforms ranking. The Government of Uttar Pradesh seeks to engage the services of a professional consulting firm to improve Ease of Doing Business (EoDB), Single Window Facilitation and minimizing the regulatory compliance burden in Uttar Pradesh in order to enhance the brand image of the state as an investment destination.

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

B. Scope of Work

The engagement has been designed with following key considerations:

- i. Supporting the Government of Uttar Pradesh on Ease of Doing Business and Ease of Living Assessments under DPIIT-World Bank initiative
- ii. Business Process Re-Engineering (BPR) for Ease of Doing Business
- iii. Assisting state in minimizing regulatory compliance burden within the state
- iv. Strengthening Single Window Portal- Nivesh Mitra including additional functionalities with sector specific approvals along with review and enhance User Experience on Single Window Portal to maintain it as one of the largest single window portals in India
- v. Capacity building for Nivesh Mitra and Ease of doing business initiatives in the state
- vi. Coordination Works related to Ease of Living

1. Assistance to Department of Industries in implementation of reforms as part of DPIIT – World Bank assessment framework

The consultant is expected to do the following:

- i. Study all the reform points of State & District Business Reform Action Plan for States/UTs in line with Implementation Guide for States provided by DPIIT and segregation into the categories of Reform Areas and current status of Reform Areas based on DPIIT guidelines and identification of Departments of GoUP with which reform points are associated. Current Status before implementation to be provided with all the relevant details/evidences of implementation (Orders, Notification, Web links, Screenshots, etc.).
- ii. Benchmarking domestic & international best practices in 'Doing Business' and proposing to Invest UP the replicable processes and systems
- iii. Conduct periodic stakeholder workshops to discuss the new framework, proposed approach/ methodology to be adopted for implementation of the reforms and obtain buy-in on proposed reform implementation recommendations.
- iv. Co-ordinate with various Departments for achievement of reform points enlisted in the Business Reform Action Plan and also with DPIIT & World Bank officials, where required, and get relevant information.

- v. Study of all relevant Acts & Rules. Specify what amendments in the Law are required by Executive Order or through Notification or by bringing in new legislation. Simplify and clarify the Rules. Consultant to navigate process improvements in respective Depts. or areas for improvement on Ease of Doing Business.
- vi. Recommendation & Action Plan with time-bound concrete measures is to be prepared within the timelines specified by DPIIT for BRAP. Consultant to provide all the relevant details/evidences of implementation (Orders, Notification, Web links, Screenshots, etc.) corresponding to the Status of Reform against each of the Reform points of EODB.
- vii. Assist the State in representing in various industry forums, inter- government summits, workshops and conferences where EoDB is discussed. Consultant to support in coordination, preparation of presentations, and collation of key action points for implementation as per approval.

2. Business Process Re-engineering (BPR) for Ease of Doing Business

- i. Identify process gaps and opportunities for improvement; eliminate non value adding steps in service applications under the ambit of BRAP exercise
- ii. Reduce number of documents required
- iii. Minimize processing time
- iv. Minimize approval levels
- v. Simplify application forms
- vi. Evaluate feasibility of deemed/automate approvals
- vii. Identify areas for self-certifications by Investors

3. Strengthening Single Window Mechanism in the state

- i. Expand existing list of approvals/ license/ registrations/ Returns etc. for other industry types such as Retail, Hospitality, Tourism, Mining, Food Processing etc. or as applicable in the context of Uttar Pradesh
- ii. Review and suggest simplification of processes/forms for issuance of NOCs / Permits related to Business Reform Action Plan
- iii. Coordinate for implementation of information wizard on procedures, timelines and cost.
- iv. Identification of services to bring under the ambit of Public Service Delivery Act to maintain time bound service delivery
- v. Study user experience on the Single Window System and identify areas of enhancing the user experience
- vi. Propose relevant modifications / enhancements to the Single Window System and ensure implementation

4. EODB & Single Window Capacity Building programs in the state

- I. Prepare a plan to conduct Division/District wise EODB & Single window capacity
- II. building programs in the state
- III. Provide training to DICs/UPSIDA Regional managers/District level officers
- IV. Conduct workshops for MSME/Entrepreneurs across the state in order to promote EODB reforms in the state
- V. Collect Feedback from these users during these workshops or training programs
- VI. Co-ordinate with Entrepreneurs to train them on applying through Single window portal

5. Assistance in minimizing regulatory compliance burden in the state

- i. Define the roadmap and phase wise action plan for reducing compliance burden in terms of Acts/Rules & Regulations etc.
- ii. Compile the agenda items/information provided by DPIIT/NITI Aayog regarding reduction in regulatory compliance burden in the state
- iii. Identify compliances to be repealed/already repealed/remains applicable/to be subsumed or merged within other compliances in the state

- iv. Assistance to nodal departments in preparing the strategy for minimizing burdensome regulatory compliances through identifying the renewals of licenses to be eliminated or based on auto renewals, identify risk based or third party based inspection, identifying simplification required into return/filings applications, rationalization into maintaining registers & records and in minimizing the display requirements
- v. Facilitation to nodal departments through preparation of compliances monitoring templates/MIS/Tracker etc.
- vi. Organize stakeholder meetings/consultation workshops to understand the requirement of minimizing regulatory compliance burden

6. Assistance in minimizing Ease of Living Reforms in the state

C. Project Duration

The selection of consultancy agency shall initially be for a period of 02 (Two) years with a provision of its extension up to 01 year, if required by Invest UP, on the existing terms & conditions with a fee escalation of 10%.

D. Resource Deployment (No. of Experts, Kind of Expertise & Qualification Required):

Manpower Requirement: 08 (Full-time) -

Qualifications & Experience of Team Members

S. No	Team Member	Criteria
1.	Team leader (1 – full time)	<ul style="list-style-type: none"> • Must have B.E/B.Tech and postgraduate (MBA/PGDM) with minimum 10 years of experience • Atleast 5 years of experience in working full time for any state government with at least 3 projects of Business Reform Action Plan (BRAP) reforms implementation. Each project has to be of minimum 1-year duration • Atleast 5 years of experience in working full time for any state/central government or their agencies in at least 3 projects involving the implementation of single window portal of minimum 1 year duration
2.	Ease of Doing Business Expert (1 - Full Time)	<ul style="list-style-type: none"> • Must have B.E/B.Tech degree and postgraduate (MBA/PGDM) with minimum 8 years of experience • Atleast 4 years of experience in working full time for any State Government with at least 2 projects involving Business Reform Action Plan (BRAP) reforms implementation. Each project has to be of minimum 1-year duration • Atleast 3 years of experience in working full time for any State/Central Government involving implementation of single window portal in at least 2 projects of minimum 1 year duration
3.	Ease of Doing Business – Support Consultant (1 - Full Time)	<ul style="list-style-type: none"> • Must have B.E/B.Tech and postgraduate (MBA/PGDM) with minimum 6 years of experience • Prior experience in working full time for any State Government in at least one project involving Business Reform Action Plan (BRAP) reforms implementation of minimum 1-year duration • Prior experience in working full time for any State/Central Government involving implementation of single window portal of minimum 1-year duration

S. No	Team Member	Criteria
4.	Techno-Functional team members (2 - Full time)	<ul style="list-style-type: none"> • Must have BCA/B.E/B.Tech in IT/CS and postgraduate (MBA/PGDM) with minimum 5 years of experience • Atleast 3 years of experience in software development or requirement gathering or software testing/e-governance projects implementation
5.	Process Expert (1 - Full Time)	<ul style="list-style-type: none"> • Must have B.E/B.Tech from premier Institute with minimum 5 years of experience • Atleast 2 years of experience in working full time for any State/Central Government involving business process re-engineering, implementation of single window portal and ease of doing business of minimum 1-year duration
6.	Capacity Building /Training Expert (1 - Full Time)	<ul style="list-style-type: none"> • Must have postgraduate (MBA/PGDM) with minimum 3 years of experience • Prior experience with state/Central government in providing advisory for capacity building /skill development project with minimum 1-year duration
7.	Regulatory Compliance Burden Expert (1-Full Time)	<ul style="list-style-type: none"> • Must have Master Degree in Management/ Economics/ MBA/LLB/PGDM or related subjects with minimum 5 years of experience • Prior experience of at-least 1 project in state/central government in providing advisory for Reform implementation and minimizing the regulatory compliance burden

E. Payment Terms will be as Under:

The payment of fee shall be made as under:

Sl.#	Payment Schedule	% Payable of Total Fee
1	At the end of Quarter-1	12.5%
2	At the end of Quarter-2	12.5%
3	At the end of Quarter-3	12.5%
4	At the end of Quarter-4	12.5%
5	At the end of Quarter-5	12.5%
6	At the end of Quarter-6	12.5%
7	At the end of Quarter-7	12.5%
8	At the end of Quarter-8 <i>(after transfer of all knowledge- materials related to the assignment)</i>	12.5%
		TOTAL = 100%

F. Other conditions:

- i. The consultancy firm shall deploy a dedicated team at Invest UP, stationed at Lucknow, and any substitution in the team may only take place after taking approval from Invest UP
- ii. The financial quote shall take into account all expenses and tax liability including GST etc.
- iii. The financial quote should include all remuneration for all the personnel except international travel.
- iv. In case of international travel, all the expenses incurred on travelling shall be reimbursed in terms of Government T.A. Rules
- v. Payment of fee to consultant will be made on quarterly basis on receipt of bill
- vi. Consultancy firm would be required to submit report on work done on monthly basis by 10th day of following month to Invest UP

SECTION-IV

BIDDER'S ELIGIBILITY CRITERIA AND METHOD OF SELECTION, EVALUATION PROCESS

A. Evaluation Process

- a) Department will constitute a Proposal Evaluation Committee (PEC) to evaluate the responses of the Bidders.
- b) The Proposal Evaluation Committee constituted by the Department shall evaluate the responses to the RFP and all supporting documents/ documentary evidence. Inability to submit requisite supporting documents/ documentary evidence, may lead to rejection. Based on recommendation of committee proposal shall be approved the Invest UP.
- c) The decision of the Chief Executive Officer, Invest UP shall be final. No correspondence will be entertained outside the process of evaluation with the Committee.
- d) The Proposal Evaluation Committee may ask for meetings with the Bidders to seek clarifications on their Proposals.
- e) The Chief Executive Officer, Invest UP reserves the right to reject any or all Proposals on the basis of any deviations.
- f) Each of the responses shall be evaluated as per the criteria and requirements specified in this RFP under the 'Evaluation and Selection' section.

B. Opening of Tender

The Proposals submitted up to date and time mentioned in this RFP document shall be opened by Proposal Evaluation Committee authorized by Invest UP, in the presence of such of those Bidders or their representatives who may be present at the time of opening. The representatives of the Bidders should be advised to carry the identity card or a letter of authority from the tendering firms to identify their bonafide for attending the opening of the Proposal.

C. Opening of Proposal

First, The Technical bid will be opened. The Financial bid may be opened in presence of technically qualified Bidders. The Evaluation Committee or its authorized representative will open the tenders. Sequence of opening is as follows:

- i. Technical Bid
- ii. Financial Bid

D. Preliminary Technical Evaluation for Pre-qualification

1. Initial Bid scrutiny will be held and incomplete details as given below will be treated as non-responsive. If Proposals;
 - a) Are not submitted in as specified in the RFP document
 - b) Received without the Letter of Authorization (Power of Attorney)
 - c) Are found with suppression of details
 - d) With incomplete information, subjective, conditional offers and partial offers submitted
 - e) Submitted without the documents requested in the checklist
 - f) Have non-compliance of any of the clauses stipulated in the RFP
 - g) Have a lesser validity period than 3 years.
2. All responsive Bids will be considered for further processing as below.
3. Proposal Evaluation Committee (PEC) will prepare a list of responsive Bidders, who comply with all the Terms and Conditions of the Tender. All eligible bids will be considered for further evaluation by the PEC according

to the Evaluation process define in this RFP document. The decision of the Committee will be final in this regard.

4. Proposal Evaluation committee will examine the bids to determine whether they are complete, whether any computational errors have been made, and whether the bids are generally in order.
5. The Invest UP may conduct clarification meetings with each or any Bidder to discuss any matters, technical or otherwise.
6. Further the scope of evaluation committee also covers taking any decision with regard to the Tender document, execution/ implementation of the project including management period.
7. Proposal shall be opened in the presence of Bidders representatives who intend to attend at their cost. The Bidders' representatives who are present shall sign a register giving evidence of their attendance.
8. Proposal document shall be evaluated as per the following steps:
 - i. Preliminary examination of pre-qualification/eligibility criteria documents: The prequalification document will be examined to determine whether the Bidder meets the eligibility criteria, whether the Proposal is complete in all respects, whether the documents have been properly signed and whether the bids are generally in order. Any bids found to be non-responsive for any reason or not meeting the minimum levels of the performance or eligibility criteria specified in various sections of this RFP document will be rejected and will not be considered further.
 - ii. Evaluation of document: A detailed evaluation of the bids shall be carried out in order to determine whether the Bidders are competent enough and whether the technical aspects are substantially responsive to the requirements set forth in the RFP document. Bids received would be assigned scores based on the parameters defined in the table below. All supporting document submitted in support of Eligibility and Technical Evaluation matrix should comply the following:
 - a. Supporting document is to be submitted in Technical Cover.
 - b. Supporting document should clearly indicate value of the completed/ on-going project and scope of work/ services should be clearly highlighted.
 - c. In case of Bidder is having Non-Disclosure Agreement (NDA) with their client, no such experience will be counted (if agreement copy not submitted).
 - d. Bidders failing to comply any of the above then the Bid will be summarily rejected

9. Evaluation criteria for Technical Proposal

Evaluation of the qualified bidders shall be done by Invest UP based on the following Evaluation Criteria:-

9.1 Step-1: Pre-qualification criteria - Evaluation of documentation on the past performance & technical strength on 'Pass/ Fail' Basis.

- a. The evaluation of pre-qualification criteria would be on PASS-FAIL basis and only those bidders who satisfy all pre-qualification criteria would be considered for further evaluation.

b. The evaluation criteria for Pre-qualification is tabulated as follows:

S.No	Criteria	Minimum Qualification	
1	General Criteria	The bidders should be a company registered under the companies act or registered under the Indian LLP act. Consortium is not allowed	Yes/No
2	Technical Criteria	<ul style="list-style-type: none"> The Bidder should have done at-least 5 projects related to World Bank Ease of Doing Business/Business Reform Action Plan reform implementation directly for central / State Government in India in last 7 years. Experience of conducting at least 5 assignments involving project management of single window system development projects for Industrial NOC/Licenses/Clearances with any State/Central Government. 	Yes/No
3	Financial Criteria	<p>The Firm should have a Minimum Average Annual Turnover of INR 150 Crores during the last three preceding consecutive financial years (ending FY March 2021) from consulting services.</p> <p>Note: Copies of the audited/Provisional (certified by C.A.) Annual Financial Statements of the Bidding Entity for the preceding three (3) years are to be furnished.</p>	Yes/No
4	Minimum Qualification & Experience of Team Members	As per Clause No. D of Section- III of the RFP	Yes/No
5	Blacklisting	The Bidder should not have been blacklisted/banned/debarred/under investigation by any State Government or Central Government entity/ Public Sector Unit as on the bid submission end date. An affidavit in this regard needs to be submitted by the bidder.	Yes/No

D.9.2 Step-2: Technical evaluation of proposal on past experience, technical strength and Approach & Methodology

D.9.2.1 The “Proposal Evaluation Committee (PEC)” constituted by Invest UP will carry out the technical evaluation of Proposals on the basis of the following evaluation criteria and points system. Each evaluated Proposal will be given a technical score (St) as detailed below. The maximum points/ marks to be given under each of the evaluation criteria are:

Main Criteria	Criteria	Max. Marks
Prior Experience of the Consultant	<p>Experience of executing DPIIT Business Reform Action Plan (Ease of Doing Business) with States/UTs in the last 7 years</p> <ul style="list-style-type: none"> 6 or more states/UTs in India – 12 marks 5 states/UTs in India – 10 marks 4 states/UTs in India-8 marks 3 states/UTs in India-6 marks 2 states/UTs in India-4 marks 1 state/UT in India-2 marks 	15

Main Criteria	Criteria	Max. Marks
	<p>Additionally, experience of executing BRAP reforms with states achieved top ranks in BRAP ranking in last 7 years:</p> <ul style="list-style-type: none"> • 2 or more states/UTs within top 3 states- 03 marks • Less than 2 states/UTs- 01 mark 	
	<p>Experience with DPIIT, Government of India in implementing Business Reform Action Plan/Doing business/Regulatory compliance burden</p> <ul style="list-style-type: none"> • 5 or more projects – 10 marks • >= 3 and less than 5 projects – 8 marks • less than 3 projects – 0 mark 	10
	<p>Experience of consulting projects in implementation of large state single window portals in terms of no of services and number of licenses issued</p> <ul style="list-style-type: none"> • With more than 200 online services and 2,00,000 successful licenses issuance – 05 marks • With more than 100 online services and 1,00,000 successful licenses issuance- 03 marks • With more than 50 online services and 50,000 successful licenses issuance- 02 mark 	5
	<p>Experience of consulting projects related to Business Process reengineering in Central/State Government Departments.</p> <ul style="list-style-type: none"> • 5 or more projects – 05 marks • 4 projects – 04 marks • 3 projects – 03 marks 	5
	<p>Experience in capacity building programs with State/Central in the last 7 years</p> <ul style="list-style-type: none"> • 5 or more projects – 05 marks • More than 3 and less than 5 projects – 03 marks • less than 3 projects – 0 mark 	5
Technical presentation to the Evaluation Committee	<ul style="list-style-type: none"> • Understanding of Ease of Doing Business reforms • Handling of large Single Window portals in terms of number of services & licenses issuance both • Minimising regulatory compliance burden landscape • Approach and Methodology • Similar Experience • Work Plan 	10
Key personnel	Key Personnel proposed for the Project	50
Total		100

Manpower requirement - 8 full time Qualifications and Experience of team members

S. No.	Team Number	Max Marks	Criteria
Full time resources (8) at Invest UP			
1	Team Leader (1 – full time)	15	<ul style="list-style-type: none"> ➤ Must have B.E/B.Tech and postgraduate (MBA/PGDM) with minimum 10 years of experience (5 Marks) ➤ Atleast 5 years of experience in working full time for Business Reform Action Plan (BRAP) reforms implementation of minimum 1-year duration with at-least 3 projects for any state government (4 Marks) ➤ Prior experience of working with top 3 states in Ease of doing business BRAP ranking in last 5 years- (3 Marks) ➤ Atleast 5 years of experience in working full time for any state/central government or their agencies in at least 3 projects involving the implementation of single window portal of minimum 1 year duration (3 Marks)
2	Ease of Doing Business Expert (1 - Full Time)	10	<ul style="list-style-type: none"> ➤ Must have B.E/B.Tech degree and postgraduate (MBA/PGDM) with minimum 8 years of experience (3 Marks) ➤ Atleast 4 years of experience in working full time for any State Government in at least 2 projects involving Business Reform Action Plan (BRAP) reforms implementation of minimum 1-year duration project (3 Marks) ➤ Atleast 3 years of experience in working full time for any State/Central Government involving implementation of single window portal in at least 2 projects of minimum 1 year duration (3 Marks) ➤ Prior experience of working with top 3 states in Ease of doing business BRAP ranking in last 5 years- (1 Mark)
3	Ease of Doing Business – Support Consultant (1 - Full Time)	6	<ul style="list-style-type: none"> ➤ Must have B.E/B.Tech and postgraduate (MBA/PGDM) with minimum 6 years of experience - (3 Marks) ➤ Prior experience in working full time for any State Government in at least one project involving Business Reform Action Plan (BRAP) reforms implementation of minimum 1-year duration project- (1 Mark) ➤ Prior experience working with top 3 states in Ease of doing business BRAP ranking in last 5 years- (1 Mark) ➤ Prior experience in working full time for any State/Central Government involving implementation of single window portal project of minimum 1-year duration - (1 Mark)
4	Techno-Functional team members (2- Full time)	8	<ul style="list-style-type: none"> ➤ Must have BCA/B.E/B.Tech in IT/CS and postgraduate (MBA/PGDM) with minimum 5 years of experience - (2 marks) ➤ Atleast 3 years of experience in software development or requirement gathering or software testing/e-governance projects implementation - (2 Marks)

S. No.	Team Number	Max Marks	Criteria
Full time resources (8) at Invest UP			
5	Process Expert (1 - Full Time)	4	<ul style="list-style-type: none"> ➤ Must have B.E/B.Tech with minimum 5 years of experience – (2 Marks) ➤ Atleast 2 years of experience in working full time for any State/Central Government involving business process re-engineering, implementation of single window portal and ease of doing business project of minimum 1-year duration– (2 Marks)
6	Capacity Building /Training Expert (1 - Full Time)	3	<ul style="list-style-type: none"> ➤ Must have postgraduate (MBA/PGDM) with minimum 3 years of experience – (2 Marks) ➤ Prior experience with state/Central government in providing advisory for capacity building /skill development with minimum 1-year duration project – (1 Mark)
7	Regulatory Compliance Burden Expert (1-Full Time)	4	<ul style="list-style-type: none"> ➤ Must have master’s degree in management/ Economics/ MBA/LLB/PGDM or related subjects with minimum 5 years of experience – (2 Marks) ➤ Prior experience of at-least 1 project in state/central government in providing advisory for Reform implementation and minimizing the regulatory compliance burden (2 Marks)

Note:

1. Documentary evidence of the assignments (completion/client certificate or copy of Agreement or Letter of Award) issued by the State Government Departments or their agencies as mentioned in the criteria, duly certified by the authorized signatory of the bidding company/ Chartered Accountant should be enclosed in support of all claimed projects.
2. Projects directly awarded by Government agency/agencies in India will only be considered. A single project/contract and extension(s) if any, under the same contract will be considered as one eligible assignment/project.
3. Only projects carried out in India will be considered for evaluation
4. Invest UP will have all the rights to get the data verified as mentioned in the CVs of the proposed resources during evaluation or any time during the contract period. Here ‘full time’ refer to permanent deployment on the mentioned project. Noncompliance will invite suitable actions on the bidder.

D.9.2.2 The Financial Proposals of those Bidders who score all mandatory marks and at least 70 total marks (including all mandatory marks) in the Technical proposal evaluation shall be opened. They shall be intimated about the date, time and venue of opening of the Financial Proposal. The bidders/their representatives may choose to attend the office of Invest UP for opening of financial proposal.

D.9.2.3 The Proposals scoring less than 70 marks in the Technical evaluation shall be considered unsuitable and shall be rejected at this stage.

D.9.2.4 Technical Proposals which meet the minimum eligibility criteria shall be evaluated and such bidders may also be invited for making a presentation on their proposal approach & methodology. Bidders shall be intimated at least 7 days before the date of any such presentation

D.9.3 Final Evaluation of proposals

D.9.3.1 The financial e-Bids shall be opened by PEC of the bidders which score more than 70 marks in the Technical Evaluation criteria. The Bids shall be opened in presence of representative of the technically qualified Bidders who chooses to attend. The names of the Bidders and the proposed prices shall be read and recorded when the financial proposals are opened. The Bidders shall upload the Financials in the Commercial bid section of the e-Tender portal. It is mandatory to furnish the cost against all the particulars failing which the proposal shall be liable to be rejected. The same is to be used to submitting commercial bid. Completely filled commercial bid in xls format shall have to be submitted on the e-Tender portal. If there are conditions attached to any financial e-Bids, which shall have bearing on the total cost, the Proposal Evaluation Committee, will reject any such e-Bids as non-responsive financial proposal. However, if the PEC feels it necessary to seek clarifications on any financial proposals regarding Taxes, duties or any such matter, the PEC may do so by inviting responses in writing.

D.9.3.2 The lowest Financial Proposal (Fm) will be given a financial score of 100 points. The financial scores (Sf) of the other Financial Proposals will be determined using the following formula:

$$Sf = 100 \times Fm/F;$$

Wherein, Sf is the financial score, Fm is the lowest Financial Proposal, and F is the Financial Proposal (in INR) under consideration.

D.9.4 Evaluation & Scoring

D.9.4.1 Proposals will be finally ranked in accordance with their combined technical (St) and financial (Sf) scores:

$$S = (St \times Tw) + (Sf \times Fw)$$

Wherein, S is the combined score, and Tw and Fw are weights assigned to Technical Proposal and Financial Proposal that will be 0.70:0.30.

The Applicant achieving the highest combined technical and financial score will be considered to be the successful applicant and will be invited for contract signing (the "Successful Applicant").

D.9.4.2 The decision of CEO, Invest UP as regards to acceptance/ rejection of eligibility for parties who apply will be final and binding. Notwithstanding the above Invest UP reserves the right to accept or reject any or all bids or to annul the bidding process.

D.9.5 Selection

The Bidder scoring the highest Total Score shall be declared as the "Selected Consultant"

D.9.6 Award of Contract

The firm is expected to commence the Assignment on the date specified in the agreement.

D.9.8 Contract Agreement

The Successful Bidder shall execute an Agreement (Format of Agreement is given in Annexure-VII) on Rs 100/- Non-Judicial stamp paper in the name of the Bidder bought in Uttar Pradesh only, within one week from the date of Letter of Acceptance issued by Invest UP.

The Successful Bidder shall not assign or make over the contract, the benefit or burden thereof to any other person or persons or body corporate for the execution of the contract or any part thereof without the prior written consent of INVEST UP. Invest UP reserves its right to cancel the order either in part or full, if this condition is violated.

D.9.9 Confidentiality

The selected consultant will treat as confidential all data and information about the purchaser obtained during the execution of its responsibilities, in strict confidence and will not reveal such information to any other party without prior written approval of the Purchaser.

SECTION – V

STANDARD TERMS & 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 implementation job concerned with the Project, for which the Consultancy has been awarded to the Consultant.

A. Application

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

B. Conflict of Interest

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

1. Conflict between consulting activities and procurement of goods, works or services: A Consultant/Consultancy concern that has been engaged to provide goods, works, or services for a project, and each of its affiliates, shall be disqualified from providing consulting services related to those goods, works or services. Conversely, a Consultant/ Consultancy concern hired to provide consulting services for the preparation or implementation of a project, and each of its affiliates, shall be disqualified from subsequently providing goods, works or services for such preparation or implementation.
2. Conflict among consulting assignments: Neither consultants (including their personnel and sub-consultants) nor any of their affiliates shall be hired for any assignment that, by its nature, may be in conflict with another assignment of the consultants. As an example, consultants hired to prepare engineering design for an infrastructure project shall not be engaged to prepare an independent environmental assessment for the same project, and consultants assisting a client in the privatization on public assets shall neither purchase nor advise purchasers of, such assets. Similarly, consultants hired to prepare Terms of Reference (TOR) and Scope of Work for an assignment shall not be hired for the assignment in question.
3. Relationship with Employer's staff: Consultants (including their personnel an sub- consultants) that have a business or family relationship with such member(s) of the Employees (Invest UP) staff or with the staff of the project implementing agency, who are directly or indirectly involved in any part of ;
 - a) The preparation of the TOR of the contract,
 - b) The selection process for such contract, or
 - c) 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.

C. 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.

D. 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.

E. 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 Invest UP under any of the business activities such as Software or Hardware or Computer Education and Training, etc. or with business interest, any of the subsequent IT implementation job concerned with the Project. The bids of such bidders will not be considered.

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

F. 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 Invest UP. The consultant shall always support and safeguard the legitimate interests of the Invest UP 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.

G. Consultant Personnel

1. 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.
2. Without the consent of Invest UP 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 Invest UP .
3. Consultant shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.
4. If Invest UP requests to replace resource(s), then Consultant shall be required to replace the resource(s).

H. 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.

I. Assignment and Subcontracting

1. Consultant shall not assign or transfer this contract or part thereof to any other party without written consent of the Invest UP
2. 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.

J. 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 INVEST UP 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 INVEST UP shall be defended in the defense of such proceedings.

K. Indemnity

The Selected Bidder shall, subject to the provisions of the Agreement, indemnify Invest UP, Lucknow limited to the total professional fees for this project for any direct loss or damage that is caused due to any deficiency in services.

L. 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.

M. Payment Terms

The payment as per the above schedule shall be made to the selected bidder on completion of satisfactory performance (to be decided by Invest UP) of all activities/roles/duties as per mutually agreed milestones up to the stage of respective payment schedule.

N. Termination of Contract

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

1. The term of Contract expires.
2. Performance is below expected level
3. Non-adherence to the timelines of the project.
4. Quality of work is not satisfactory and not acceptable.

O. Termination for Insolvency, Dissolution etc.

The Invest UP 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 Invest UP.

P. Limitation of Liability

Limitation of Liability towards the consultant shall not exceed the contract value.

Q. Fraud and Corruption

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 Invest UP:

1. 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 “Invest UP” and includes collusive practices amongst consultant (prior to or after submission of proposals) with Service Provider empanelled with Invest UP, designed to establish prices at artificial, noncompetitive levels and to deprive the “Invest UP” of the benefits of free and open competition.
2. 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;
3. Will cancel the consultant’s contract if it at any time determines that its representatives are engaged in corrupt or fraudulent practices.
4. Will declare a consultant ineligible, either indefinitely or for a stated period of time, to be awarded a “Invest UP” contract if it at any time determines that the consultant has engaged in corrupt or fraudulent practices in getting or executing the “Invest UP” contract;
5. 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 Proposal Evaluation Committee (PEC) or the decision-making authorities.

R. Force Majeure

1. Definition: For the purposes of this assignment, “Force Majeure” means an event which is beyond the reasonable control of a Party, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.

2. Force Majeure shall not include :
 - a. any event which is caused by the negligence or intentional action of a Party or agents employees thereof, nor
 - b. any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of the Agreement and (B) avoid or overcome in the carrying out of its obligations hereunder. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder. The Invest UP will decide the eventuality of Force Majeure which will be binding on both the parties.

S. Disputes Resolution

1. **Amicable settlement** - The parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this RFP or the interpretation thereof. In the event a dispute, differences or claim arises in connection with the interpretation or implementation of this agreement, the aggrieved party shall issue a written notice setting out the Dispute/differences or claim to the other party, parties shall first attempt to resolve such dispute through mutual

consultation. If the dispute is not resolved as aforesaid within 15 days from the date of receipt of written notice, the matter will be referred for Arbitration.

2. **Arbitration** - In case the dispute is not resolved, any party may issue a notice of reference, invoking resolution of disputes through arbitration in accordance with the provisions of the Arbitration Conciliation Act, 1996. The arbitral proceedings shall be conducted by a sole arbitrator who shall be the Additional Chief Secretary/Principal Secretary, Infrastructure & Industrial Development Department, Government of Uttar Pradesh or his nominee. Arbitration proceedings shall be conducted in and the award shall be made in English language. Arbitration proceedings shall be conducted at Lucknow.

SECTION-VI

TECHNICAL PROPOSAL SUBMISSION FORM
CONSULTANT'S GENERAL INFORMATION

Sl#	Particulars	Description/Details	Ref. Documents	Page No.
1.	Name of Firm:			
2.	Legal status (e.g. sole proprietorship or partnership, Pvt Ltd, Ltd Company):			
3.	Country of incorporation:			
4.	Year of Incorporation:			
5.	Year of commencement of business			
6.	Principal place of business:			
7.	Particulars of authorized signatory of the Applicant: Name: Designation: Company: Address: Phone No.: E-mail address:			

Signature

In the Capacity of

Duly authorized to sign proposal for and on behalf of

Date.....

Place.....

TEAM COMPOSITION AND TASK ASSIGNMENTS
Technical/Managerial Staff

Sl.#	Name	Qualification	Position	Task
1.				
2.				
3.				
4.				
5.				
6.				
7.				

Signature

In the capacity of

Duly authorized to sign proposal for and on behalf of

Date.....

Place.....

KEY PROFESSIONAL STAFF PROPOSED

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

Education:

Degree	Date/s	Institute	Location

Employment Record:

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

Languages:

Language	Read	Write	Speak
(Add rows if required)			

Certification:

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

Date:

[Signature of staff member and authorized representative of the Consultant] Day/ Month/ Year

Full name of staff member:

Full name of authorized representative:

FORMAT OF PROJECT EXPERIENCE

Projects credentials relevant to the criteria should be attached (As specified in the Evaluation Criteria):
Project 1/2/.....:

Name of the Client	
Project Name and Brief Description	
Activities performed by the bidder for the project	
Year (start date; end date)	
Duration	
Order value (INR)	
*Attach the work order/LOI/Contract for the Assignment	

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

PROPOSAL SUBMISSION FORM

To

The Chief Executive Officer,
Invest UP,
4th Floor, Block A
PICUP Bhawan, Vibhuti Khand
Gomti Nagar,
Lucknow-226010 (U.P.)

Sub: Appointment of Consultancy Firm for Providing Consultancy Services to Invest UP, **FOR PROVIDING CONSULTANCY SERVICES TO INVEST UP FOR IMPLEMENTATION OF EASE OF DOING BUSINESS REFORMS, ONLINE SINGLE WINDOW PORTAL AND MINIMISING REGULATORY COMPLIANCE BURDEN IN UTTAR PRADESH**

Dear Sir/Ma'am,

- 1) With reference to your RFP document dated , I/we, having examined the Bidding Documents and understood their contents, hereby submit my/our proposal for the aforesaid Project. The proposal is unconditional and unqualified.
- 2) All information provided in the proposal and in the Appendices is true and correct.
- 3) This statement is made for the purpose of qualifying as a bidder for undertaking the Project.
- 4) I/ We will make available to the Authority any additional information it may find necessary or require to supplement or authenticate the Bid.
- 5) I/ We acknowledge the right of the Authority to reject our proposal without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
- 6) We certify that in the last three years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty or a judicial pronouncement or arbitration award, nor been expelled from any project or contract nor have had any contract terminated for breach on our part.
- 7) We certify that debarment by Invest UP or Government of Uttar Pradesh (GoUP), or any of the government agencies of GoUP or other states from participating in its projects and the debarment does not subsist at the time of submission of bid.
- 8) I/ We have examined and have no reservations to the Bidding Documents, including any Addendum issued by the Authority.
- 9) I/ We do not have any conflict of interest in accordance the RFP document;
- 10) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State.
- 11) I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of the RFP, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, and undesirable practice or restrictive practice.

- 12) I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any proposal that you may receive nor to invite the bidders to Bid for the Project, without incurring any liability to the bidders, in accordance with the RFP document.
- 13) I/ We declare that we are not a Member of any other firm submitting a proposal for the Project.
- 14) I/ We certify that we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
- 15) I/ We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
- 16) I/ We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the guidelines referred to above, we shall intimate the Authority of the same immediately.
- 17) I/We hereby irrevocably waive any right which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of the bidder, or in connection with the Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.
- 18) In the event of my/ our being declared as the successful bidder, I/We agree to enter into a Service Agreement in accordance with the draft that has been provided to us prior to the proposal Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
- 19) I/We have studied all the Bidding Documents carefully and also understood the scope of the project. We understand that except to the extent as expressly set forth in the Service Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or concerning or relating to the Bidding Process including the award of assignment.
- 20) The Consultancy Fee has been quoted by me/ us after taking into consideration all the terms and conditions stated in the RFP and draft Agreement.
- 21) I/We offer and attach as specified Non-refundable processing fee in the form of demand draft.
- 22) I/We agree to keep this offer valid for 180 (one hundred and eighty) days from the proposal Due Date specified in the RFP.
- 23) I/We agree and undertake to abide by all the terms and conditions of the RFP document. In witness thereof, I/we submit this proposal under and in accordance with the terms of the RFP document

We remain,
Yours sincerely,
Authorized Signature:
Name and Title of Signatory: Seal of Bidder Company

FINANCIAL PROPOSAL SUBMISSION FORM (BoQ)

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

Our detailed financial proposal is as follows:

(Amount in Indian Rupees)

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

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

FORM OF AGREEMENT

(To be executed on an On Non Judicial Stamp Paper of Rs 100/-by the successful Bidder)

This agreement is made thisday of2022 at Lucknow between M/s.....(name of the Consultant Company selected through the bidding process against the RFP (RFP Ref. No. XXXX) for **“SELECTION OF CONSULTANT FOR PROVIDING CONSULTANCY SERVICES TO INVEST UP FOR IMPLEMENTATION OF EASE OF DOING BUSINESS AND EASE OF LIVING REFORMS, ONLINE SINGLE WINDOW PORTAL AND MINIMISING REGULATORY COMPLIANCE BURDEN IN UTTAR PRADESH”** referred to as the “First Party”, which expression shall include his heirs, executors and administrators/ their successors and M/s Invest UP, 4th Floor, Block A, PICUP Bhawan, Vibhuti Khand, Gomti Nagar,Lucknow (in short INVEST UP), referred to as the “Second Party”, through CEO, Invest UP, Lucknow, hereinafter include his successors and assignees.

That WHEREAS the First Party will provide consultancy services to Invest UP FOR IMPLEMENTATION OF EASE OF DOING BUSINESS REFORMS, ONLINE SINGLE WINDOW PORTAL AND MINIMISING REGULATORY COMPLIANCE BURDEN IN UTTAR PRADESH, in accordance with all the terms and conditions contained in the Tender RFP (RFP Ref. No. _____) and also the terms and conditions contained in the subsequent corrigendum and Work Orders to be issued by the Second Party to First Party and the same shall be binding on the First Party and shall be the integral part of this agreement.

IN WITNESS THEREOF THE ABOVE MENTIONED PARTIES HAVE PUT THEIR SIGNATURES ON THIS.....DAY OF.....TWO THOUSAND AND TWENTY TWO.

Authorized Signatory of “First Party”	Authorized Signatory of “Second Party”
---------------------------------------	--

Signature:
Name and Address:

Signature:
Name & Address:

Witness for “First Party”
Signature:
Name & Address

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

FORMAT OF PROFORMA OF BANK GUARANTEE TOWARDS PERFORMANCE SECURITY PERFORMANCE GUARANTEE

Ref No..... Bank Guarantee No. Dated :

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

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

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

4. We,..... (indicate name of the Bank).. further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Government under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or filed office/Department certifies that the terms and conditions of the said Agreement, have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the we shall be discharged from all liability under this guarantee thereafter.
5. We, (indicate name of the Bank) further agree with the Government that the Government shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Government against the said Contractor(s) and to for bear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said Contractor(s) or for any forbearance, act or commission on the part of the Government or any indulgence by the Government to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provisions, have effect of so relieving us.
6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s)/Supplier(s).

7. We, (indicate name of the Bank) ... lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Government in writing.

Dated the _____ day of _____ for (Indicate the name of Bank).

Instructions for furnishing Bank Guarantee

1. The Bank Guarantee by Indian Bidders will be given on non-judicial stamp paper as per stamp duty applicable at the place from where the purchase Agreement has been placed. The non-judicial stamp paper should be in name of the issuing bank.
2. The validity of the Bank Guarantee should be as mentioned in the RFP FOR "SELECTION OF CONSULTANT FOR PROVIDING CONSULTANCY SERVICES TO INVEST UP FOR IMPLEMENTATION OF EASE OF DOING BUSINESS AND EASE OF LIVING REFORMS, ONLINE SINGLE WINDOW PORTAL AND MINIMISING REGULATORY COMPLIANCE BURDEN IN UTTAR PRADESH".
3. The Bank Guarantee by Indian Bidders will be given from Scheduled Bank only. The Foreign Bidders will give Bank Guarantees from an Indian Bank situated in that country.

Power of Attorney for signing of bid

Know all men by these presents, We, (name of Firm and address of the registered office) do hereby constitute, nominate, appoint and authorize Mr./Ms. son/daughter/wife of and presently residing at, who is presently employed with/ retained by us and holding the position of as our true and lawful attorney (hereinafter referred to as the “Authorized Representative”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for and Appointment of Consultancy Firm for Providing Consultancy Services to Invest UP (the “Authority”), for implementation of ease of doing business reforms, online single window portal and minimizing regulatory compliance burden in UP, including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-bid and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Proposal for the said Project and/or upon award thereof to us till the entering into of the Agreement with the Authority. AND, we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorized Representative pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Authorized Representative in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us. IN WITNESS WHEREOF WE, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF, 2022

For

(Signature, name, designation and address)

Witnesses: 1
2

Notarised Accepted
(Signature, name, designation and address of the Attorney)

**Statement of Legal Capacity
(On Applicant's letter head)**

Ref. Date:

To,

**The Chief Executive Officer,
Invest UP,
4th Floor, Block A
PICUP Bhawan, Vibhuti Khand
Gomti Nagar,
Lucknow-226010 (U.P.)**

Dear Sir/Ma'am,

Sub: Appointment of Consultancy Firm for Providing Consultancy Services to Invest UP for SELECTION OF CONSULTANT FOR PROVIDING CONSULTANCY SERVICES TO INVEST UP FOR IMPLEMENTATION OF EASE OF DOING BUSINESS AND EASE OF LIVING REFORMS, ONLINE SINGLE WINDOW PORTAL AND MINIMISING REGULATORY COMPLIANCE BURDEN IN UTTAR PRADESH

I hereby confirm that I, the Applicant, satisfy the terms and conditions laid down in the RFP document. I have agreed that (insert individual's name) will act as our Authorized Representative on our behalf and has been duly authorized to submit our Proposal. Further, the authorized signatory is vested with requisite powers to furnish such proposal and all other documents, information or communication and authenticate the same.

Yours faithfully,

(Signature, name and designation of the authorized signatory)

For and on behalf of

Description of approach, methodology and work plan for performing the assignment

Project Management and Technical approach with methodology and work plan are key components of the Technical Proposal. The consultant is suggested to present its Technical Proposal divided into the following chapters:

- 1) Understanding of TOR, Technical Approach and Methodology
- 2) Work Plan
- 3) Staffing

1. Understanding of TOR, Technical Approach and Methodology:

The Consultant should explain the understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities to obtain the expected output and the degree of detail of such output. The consultant should highlight the problems to be addressed along with their importance and explain the technical approach the consultant would adopt to address them. The consultant should also explain the proposed methodologies to adopt and highlight the compatibility of those methodologies with the proposed approach.

2. Work Plan:

In this chapter the consultant should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client) and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan for every Quarter. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here.

3. Organization and Staffing:

In this chapter the consultant should propose the structure and composition of the proposed team. The consultant should list the main disciplines of the assignment, the key expert responsible, and proposed technical and support staff.