UTTAR PRADESH EXCISE DEPARTMENT,
GOVERNMENT OF UTTAR PRADESH
Camp Office of the Excise Commissioner
12, Rana Pratap Marg, Lucknow – 226001

PRE-RFP CONSULTATION NOTICE
(Invitation of Inputs/Suggestions from Vendors/OEMs on Draft RFP)

Uttar Pradesh Excise Department (UPED), Government of Uttar Pradesh is considering setting up a **Data Analytics and AI/GenAI-based Business Analytics system/solution** over data captured/generated through its **IESCMS** application ("Proposed Solution").

UPED has been working on the procurement modalities and has prepared a **Draft Request for Proposal (Draft RFP)** for selection of a **Managed Service Provider (MSP)** for **development, hosting, maintenance, technical and operational support** of the Proposed Solution. Before finalisation of the Draft RFP and initiation of the procurement process, UPED invites inputs and suggestions from interested, capable and experienced **Vendors and OEMs**. The draft RFP may be accessed at ....

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1. Last Date & Time for Submission: Inputs/Suggestions must be received **on or before 31 May 2026.**

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2. Mode of Submission (Only & mandatory): Inputs/Suggestions shall be submitted **ONLY via email.**

2.1. Submission Requirements

- **Email to:** Joint Excise Commissioner - Task Force, UPED < taskupexcise01 [at] gmail [dot] com>
- **Email Subject:** Inputs/Suggestions on Draft RFP Reference No.-DA-BA-002

2.2. File Formats (as attachments): Inputs/Suggestions must be submitted in **TWO** file formats viz. **PDF file**, AND **Editable spreadsheet file** (examples: xlsx / ods / csv) having **Clause-wise Tabulation** using the following format:

#	Section/Clause/Sub-clause No./Title	Input/ Suggestion	Rationale/ Justification/ Impact (Cost/Timeline/ Compliance/Other)
1			

2.3. Contact Details: Each submission must include:

- Name of organisation (Vendor/OEM), address and website

- Authorised contact person (name, designation)
- Mobile number and email ID (for connecting back, if further information/clarification is required by UPED).

2.4. Additional Suggestions (If any)

- Any additional inputs/suggestions **not mapped** to an existing clause/sub-clause may be appended after the table as a separate section titled **"Additional Suggestions."**

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3. Discussion on Inputs/Suggestion with interested vendors: A discussion with interested capable and experienced Vendors and OEMs shall be organized on **05 June 2026 11:00 AM** on following address:

Conference Room, 3rd Floor
Excise Commissioner's Camp Office,
12, Rana Pratap Marg, Lucknow – 226 001

The vendors/OEMs participating in the consultation meeting shall ensure that their authorised representatives carry a printed hard copy of the clause-wise inputs/suggestions already submitted as per the stipulated due date and prescribed mode of submission.

UPED may permit discussion on select inputs/suggestions received during the consultation meeting even if not submitted as per the stipulated due date and/or prescribed medium. For consideration, UPED may require only such permitted inputs/suggestions to be subsequently submitted in the prescribed format. UPED reserves the right to accept, consider, or reject the same at its discretion.

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4. Important Terms

- **No other mode and/or format of submission shall be entertained.**
- Submissions **not received within the deadline** and/or **not in the prescribed format** shall **not be considered**.
- This is a **Pre-RFP Consultation** to seek market feedback on a **Draft RFP only**. This Notice **does not constitute a tender/Notice Inviting Bid**, and does not create any obligation on UPED to issue a tender, shortlist any entity, or accept/incorporate any suggestion(s). UPED may consider suitable suggestions at its discretion while finalising the Draft RFP/procurement approach.

(Authorized Signatory)
Uttar Pradesh Excise Department,
Government of Uttar Pradesh, Lucknow

Uttar Pradesh Excise Department, Government Of Uttar Pradesh

DRAFT REQUEST FOR PROPOSAL FOR SELECTION OF MANAGED SERVICE PROVIDER FOR DEVELOPMENT, HOSTING, MAINTENANCE, TECHNICAL AND OPERATIONAL SUPPORT OF DATA ANALYTICS AND BUSINESS ANALYTICS SOLUTION

RFP Reference №: DA-BA/002 DD/MM/2026

Notice Inviting Bids

DRAFT REQUEST FOR PROPOSAL FOR SELECTION OF MANAGED SERVICE PROVIDER FOR DEVELOPMENT, HOSTING, MAINTENANCE, TECHNICAL AND OPERATIONAL SUPPORT OF DATA ANALYTICS AND BUSINESS ANALYTICS SOLUTION

RFP Reference №: DA-BA/002 DD/MM/2026

Uttar Pradesh Excise Department, Government of Uttar Pradesh invites electronic Bids (e-Bids)/ proposals for Development, Hosting, Maintenance, required modification, Technical and Operational Support of Data Analytics and AI based Business Analytics over data captured/generated by IESCMS application of Uttar Pradesh Excise Department on Turnkey Basis.

Bids shall be evaluated on a pass/fail basis against mandatory qualification and technical requirements. Only qualified and technically responsive bids shall be considered for opening of Financial Bids. Contract shall be awarded to the Lowest Evaluated Financial Bid (L1) among qualified bidders, based on price criteria alone.

This RFP shall be conducted on GeM only. Any submission outside the designated platform shall be rejected. A Bidder can submit only one Bid either individually or as consortium member in this Bidding process. Submission of more than one Bid by the Bidder will result in the disqualification of all the Bids submitted by the Bidder.

Corrigendum/Addendum (if any) shall form an integral part of the RFP. Bidders shall be solely responsible for checking updates and incorporating them before bid submission. No claims for non-consideration shall be entertained.

Office of The Excise Commissioner
Department of Excise,
Government of Uttar Pradesh,
12, Rana Pratap Marg,
Lucknow, Uttar Pradesh – 226001

Uttar Pradesh Excise Department,
Government of Uttar Pradesh

Ph.: As per designated person
Email: ___________________

Bid Data Sheet

DRAFT REQUEST FOR PROPOSAL FOR SELECTION OF MANAGED SERVICE PROVIDER FOR DEVELOPMENT, HOSTING, MAINTENANCE, TECHNICAL AND OPERATIONAL SUPPORT OF DATA ANALYTICS AND BUSINESS ANALYTICS SOLUTION

RFP Reference №: DA-BA/002 DD/MM/2026

Earnest Money Deposit (EMD) (EMD exemptions, if applicable (e.g., eligible MSME/Startups), shall be governed by prevailing Government/GeM/GFR provisions and platform rule)	₹.5,00,000.00
Date of Publishing the NIB and download start date & time	DD/MM/2026
Date of Pre-Bid Meeting	DD/MM/2026
Last Date of Submitting Queries and Clarification	DD/MM/2026
Date of Uploading Corrigendum/ Clarification to Queries	DD/MM/2026
e-Bid Submission Start Date and Time	DD/MM/2026
e-Bid Submission End Date and Time	DD/MM/2026
Date and Time for Submission of Hard Copy of EMD (EMD shall be submitted as per GeM workflow; no physical submission unless explicitly required by GeM.)	DD/MM/2026
Technical Bid Opening Date and Time	DD/MM/2026
Financial Bid Opening Date and Time	DD/MM/2026
Websites for downloading the RFP Document, Corrigenda, Addenda etc.	GeM
Contact person name and contact details	To be designated
Bid Validity	90 days from the last date of bid submission (or as specified on the portal)

Evaluation Method: Single-Stage LCS (Pass/Fail Qualification followed by L1 bid)
Bids shall be evaluated on a pass/fail basis against mandatory qualification and technical requirements. Only qualified and technically responsive bids shall be considered for opening of Financial Bids. Contract shall be awarded to the Lowest Evaluated Financial Bid (L1) among qualified bidders, based on price criteria alone
If multiple bidders are ranked L1 at the same evaluated price, tie shall be resolved as per the platform's L1 tie-resolution mechanism (GeM L1 Run Algorithm where applicable)

Disclaimer

Information & Updates

The information contained in this Request for Proposal (RFP), including any addenda/corrigenda subsequently issued by or on behalf of Uttar Pradesh Excise Department (UPED), Government of Uttar Pradesh, is provided to bidders solely on the terms and conditions set out in this RFP and such other terms and conditions under which such information is provided.

Nature of the RFP (Invitation Only)

This RFP is an invitation for bids and does not constitute an offer by UPED. No contractual obligation shall arise from this bidding process unless and until UPED issues a Letter of Award (LoA) and a formal contract is executed between UPED and the selected bidder.

Assumptions; Bidder's Due Diligence

This RFP may include statements reflecting UPED's assumptions and assessments. Such information may not be complete, accurate, or exhaustive. Bidders are advised to conduct their own investigations and analysis, verify all information and assumptions, and obtain independent advice as necessary. UPED does not accept responsibility for any interpretation or opinion on law contained herein; bidders shall rely on their own legal and professional assessment.

Limitation of Liability

UPED, its employees, and advisors make no representation or warranty and shall not be liable for any loss, damage, cost, or expense arising from or incurred in connection with this RFP, its contents, or the bidding process, including reliance placed by any bidder on any statement contained herein, except as may be required under applicable law.

UPED's Rights

UPED may, in its discretion, update, amend, supplement, cancel, or withdraw this RFP and/or the bidding process at any stage without assigning any reason. The issuance of this RFP does not obligate UPED to select any bidder or award any contract, and UPED reserves the right to accept or reject any or all bids without assigning any reason whatsoever.

Corrigendum/Addendum

Any corrigendum/addendum issued shall form an integral part of this RFP. Bidders are responsible for tracking, reviewing, and complying with all updates prior to bid submission. No claims on account of non-awareness or non-consideration of such updates shall be entertained.

Bidder's Costs

All costs associated with the preparation and submission of bids (including demonstrations, presentations, or proofs-of-concept, if required) shall be borne solely by the bidder. UPED shall not be liable for any such costs, regardless of the conduct or outcome of the tendering process.

Procurement Rules, Platform Process & Precedence

All bid submission, clarifications, and award actions shall be undertaken strictly through the designated portal/platform process. This procurement shall be governed by applicable Government of India / Government of Uttar Pradesh procurement rules (as applicable) and by the designated bidding platform's General Terms & Conditions (GTC) and workflows (where applicable). In case of any inconsistency between this RFP and the platform's GTC/workflow requirements, the platform's GTC/workflow requirements shall prevail to the extent of such inconsistency.

Method of Selection (Single-Stage LCS)

The selection shall follow Single-Stage LCS (Pass/Fail Qualification followed by selection of the L1 bidder). Only bids meeting all mandatory qualification requirements shall be considered for opening of Financial Bids; award shall be made to the lowest evaluated price (L1) among qualified bidders.

Glossary of Terms

Terms	Description
e-Bid	
UPED	Uttar Pradesh Excise Department
GoUP	Government of Uttar Pradesh
RFP	Request for Proposal
MSP	Managed Service Provider
EMD	Earnest Money Deposit
DD	Demand Draft
FDR	Fixed Deposit Receipt
BG	Bank Guarantee

Table of Contents

SECTION I – INSTRUCTION TO BIDDERS

1 RFP Document

1.1 Bidding platform

1.1.1 The RFP document, along with any addenda/corrigenda issued, shall be published and made available as per the schedule on the platform specified in the Bid Data Sheet.

1.1.2 This RFP shall be conducted only through the Designated Portal specified in the Bid Data Sheet. Bidders shall submit their bids electronically, strictly in accordance with the schedule and process prescribed on the Designated Portal.

1.1.3 Any bid submitted through a medium other than the Designated Portal specified in the Bid Data Sheet shall be summarily rejected. Any submission, clarification, or communication outside the Designated Portal process shall not be considered.

1.2 Cost of Bidding

1.2.1 All costs and expenses associated with the preparation, completion, and submission of the bid shall be borne solely by the bidder. Under no circumstances shall UPED be held responsible or liable for such costs or expenses, irrespective of the conduct or outcome of the bidding process.

1.3 Bid Validity

1.3.1 The bid shall remain valid for 90 days from the last date/time of bid submission (or as specified on the Designated Portal).

1.3.2 The bid must be secured by bid security furnished in form of Earnest Money Deposit as specified in Bid Data Sheet/this RFP.

1.4 Earnest Money Deposit (EMD)

1.4.1 The bidder shall furnish an Earnest Money Deposit (EMD) of the amount specified in the Bid Data Sheet / Designated Portal, as an essential component of its bid.

1.4.2 The EMD shall be submitted only in the form of a Demand Draft (DD), Fixed Deposit Receipt (FDR), or Bank Guarantee (BG) drawn in favour of “Excise Commissioner, Uttar Pradesh Excise Department”, payable at Lucknow, unless otherwise specified on the Designated Portal.

1.4.3 Where the EMD is submitted in the form of a Bank Guarantee, it shall be issued by a scheduled commercial bank operating in India and shall strictly conform to the format prescribed in this RFP (Annexure–X). Any deviation may render the bid non-responsive.

1.4.4 The EMD instrument shall remain valid for at least 90 days beyond the bid validity period (or as specified in the Bid Data Sheet / Designated Portal). Any bid supported by an EMD with a shorter validity shall be treated as non-responsive.

1.4.5 Bids submitted without a valid EMD (where not exempt) or with an EMD not in the permitted formats shall be rejected as non-responsive, and no representation in this regard shall be entertained.

1.4.6 EMD exemptions, if any (including for eligible MSME/Startups), shall apply only if explicitly stated in the Bid Data Sheet / Designated Portal and/or permitted under prevailing Government/portal provisions.

1.4.7 No interest shall be payable by UPED on the EMD, regardless of the period for which it remains deposited.

1.4.8 UPED reserves the right to verify the authenticity of the EMD instrument directly with the issuing bank. If any instrument is found fraudulent or unauthentic, the bid shall be rejected and the bidder may be subject to debarment/blacklisting and/or reporting to relevant authorities.

1.4.9 If the bid validity period is extended, the bidder shall extend the validity of the EMD instrument accordingly and submit the renewed/extended instrument at least 15 days prior to the expiry of the original EMD. Failure to do so may result in bid rejection.

1.4.10 In case consortium bidding is permitted, the EMD shall be submitted in the name of the Lead Bidder, and liability for forfeiture shall apply jointly and severally to all consortium members.

1.4.11 No adjustment of any pending dues, payments, or claims against UPED shall be allowed in lieu of EMD; only the prescribed instruments shall be accepted.

1.4.12 The EMD shall be liable to forfeiture (in whole or in part) if:

(i) any information or document submitted by the bidder is found to be incorrect, false, misleading, or forged;

(ii) the bidder withdraws its bid during the bid validity period (or any extension thereof);

(iii) the bidder modifies its bid in a manner not permitted after bid opening;

(iv) the bidder engages in corrupt, fraudulent, coercive, collusive, undesirable, or restrictive practices, or attempts to influence the evaluation process; or

(v) the successful bidder fails to accept the Letter of Award (LoA), sign the contract, or submit Performance Security/Performance Bank Guarantee within the stipulated timeline.

1.4.13 UPED reserves the right to appropriate the EMD (in whole or in part) as compensation/liquidated damages where the bidder fails to comply with RFP requirements or does not act in good faith, as determined by UPED.

1.4.14 The EMD of unsuccessful bidders shall be released/returned as per the Designated Portal process after finalization of award / signing of the contract with the successful bidder (as applicable) and upon receipt of a written request, where required by the process.

1.4.15 The EMD of the successful bidder shall be released only after execution of the contract and submission of Performance Security/Performance Bank Guarantee/Security Deposit (as applicable).

1.4.16 Any dispute related to forfeiture, encashment, or release of EMD shall be governed by the dispute resolution mechanism and jurisdiction specified elsewhere in this RFP.

1.5 Format for Pre-bifd queries:

1.5.1 Pre-bid queries shall be entertained only if submitted in the following form

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

2 Pre-Bid Meeting

2.1 Meeting schedule

2.1.1 A Pre-Bid Meeting will be conducted as per the following schedule:

(i) Date & Time: DD -MM -2026, 12:00 PM

(ii) Venue: Conference Room, 3rd Floor, Camp Office of the Excise Commissioner, Uttar Pradesh, 12, Rana Pratap Marg, Butler Colony, Lucknow – 226001.

2.2 Deadline for Submission of Queries

2.2.1 Bidders may submit queries or requests for clarification related to this RFP **on or before DD-MM--2026**. Responses to all queries will be issued by **DD-MM-2026**.

2.2.2 Queries must be submitted exclusively through email to the contact person mentioned in the Bid Data Sheet, using the prescribed format.

2.2.3 Pre-bid queries will be accepted only if submitted in the following format:

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

2.2.4 Queries submitted after the deadline must not be entertained. UPED has no obligation to respond to late queries.

2.3 Participation in Pre-bid meeting:

2.3.1 Bidders are encouraged to attend the meeting to seek clarifications and obtain a better understanding of the RFP requirements.

2.3.2 Only authorized representatives of bidders may attend the Pre-Bid Meeting. Bidders must ensure that their representatives carry a valid authorization letter on company letterhead.

2.3.3 Attendance at the Pre-Bid Meeting is not mandatory. Non-attendance will not disqualify a bidder; however, bidders will be deemed to have understood all discussions and clarifications issued.

2.4 Response to queries & clarification requests

2.4.1 All clarifications shall be issued only through Corrigendum/Addendum on the Designated Portal and shall be binding on all bidders. UPED shall not provide individual responses outside the Designated Portal. All clarifications will be published collectively to maintain transparency and fairness.

2.4.2 UPED will issue a Consolidated Response to Pre-Bid Queries (Corrigendum/Clarification Document), which will form an integral part of the RFP. The responses will be binding on all bidders, regardless of whether they attended the Pre-Bid Meeting.

2.4.3 Based on queries raised during the Pre-Bid Meeting, UPED reserves the right to modify, amend, or supplement the RFP. Any such modifications will be published as an official corrigendum.

2.4.4 It will be the responsibility of each bidder to review the corrigendum/clarification document and ensure compliance with all updates before bid submission. No relaxation will be permitted on grounds of oversight.

3 Consortium

3.1 Composition of Consortium as a bidder

3.1.1 A consortium of **up to two partners** is permitted to submit a bid. If a consortium bid is selected, the **Lead Partner** will be designated as the **Managed Service Provider (MSP)** and will be the primary contracting entity for all obligations under the contract.

3.1.2 A bidder must participate in only one bid, either individually or as part of a single consortium. Participation in multiple consortia, or submission of both an individual and a consortium bid, must lead to disqualification of all related bids.

3.1.3 No change in the composition of the consortium (addition, removal, or replacement of members) must be allowed after bid submission and throughout the contract period, except with prior written approval of UPED in exceptional circumstances.

3.1.4 The consortium must remain valid and operational for the entire duration of the contract, including any warranty, maintenance, and support periods.

3.2 Responsibilities of consortium partners

3.2.1 In case of a consortium, all members must individually satisfy Mandatory Qualification Requirements unless explicitly stated otherwise. Failure of any member to meet mandatory requirements shall render the bid non-responsive.

3.2.2 All consortium members must be jointly and severally liable for performance of all obligations under the RFP and the resulting contract, including payment of liquidated damages and any penalties.

3.2.3 Both consortium partners will be **jointly and severally responsible** for fulfilling all contractual obligations, including project execution, delivery of all scope items, compliance with service levels, adherence to timelines, and all coordination with UPED. Any breach or non-performance by one partner will be deemed a breach by the entire consortium.

3.2.4 Sub-contracting of any part or the whole scope of work is strictly prohibited. All activities must be performed directly by the bidding entity and/or consortium members (as permitted by this RFP).

3.3 Documentation & communication

3.3.1 The Lead Bidder must be the single point of contact for all communications with UPED for the entire project lifecycle, including contract execution, implementation, and support.

3.3.2 The consortium must submit a Consortium Agreement/MoU executed on a legally valid stamp paper, defining the roles, responsibilities, work allocation, and liabilities of each member. The agreement must expressly authorize the Lead Bidder to bind all consortium members contractually and act on their behalf.

3.3.3 The bid from a consortium must include:

(i) the executed Consortium Agreement/MoU;

(ii) the Power of Attorney in favor of the Lead Bidder; and

(iii) board resolutions/authorizations from each member empowering participation.

4 Debarment & blacklisting

4.1 At the time of bid submission:

4.1.1 The bidder must not have been debarred, blacklisted, or suspended for fraudulent, corrupt, coercive, collusive, or unethical practices by any Government department, agency, PSU, statutory authority, or autonomous body in India as on the bid submission date.

4.1.2 The bidder must submit a self-declaration/affidavit on non-judicial stamp paper confirming that it is not debarred/blacklisted/suspended as stated above.

4.1.3 In case of a consortium, each consortium member must independently comply with Clause 4.1.1 and submit a separate self-declaration/affidavit.

4.1.4 If any information related to debarment/blacklisting/suspension is found to be false, concealed, or misleading, UPED may reject the bid, forfeit the EMD, and initiate appropriate legal/penal action.

4.2 After bid submission

4.2.1 UPED reserves the right to independently verify all declarations and disclosures made under Section 4. Non-cooperation or adverse verification must be grounds for rejection/termination.

4.2.2 If a bidder is found to have misrepresented facts under this section at any stage, UPED may, without prejudice to other remedies:

(i) forfeit the EMD and/or invoke the Performance Bank Guarantee;

(ii) terminate the contract for default; and

(iii) blacklist/debar the bidder from future procurements for a specified period and notify relevant authorities.

5 Preparation and Submission of Bid

5.1 Language of Bid

5.1.1 The Bid document prepared by the bidder, as well as all correspondence and documents relating to the e-Bid submitted by the bidder, must be written in English only.

5.2 Submission of Bid

5.2.1 The bidder must ensure the submission of its e-bid on the specified platform within the permitted timelines and in compliance with all platform requirements. Any bid received through mail, courier, or postal services must not be considered a valid bid.

5.2.2 UPED reserves the right to postpone or cancel any schedule mentioned in the “Bid Data Sheet” at any time without assigning any reason.

5.2.3 Physical submission of original instruments (if any) shall be required only where explicitly mandated by the Designated Portal / tender instructions. Otherwise, portal workflow shall prevail.

5.2.4 The original EMD and Power of Attorney (PoA) must be submitted in a sealed cover at the correspondence address within 24 hours of the due date and time of online bid submission. Failure to submit the original EMD within the stipulated time will render the bid incomplete and it shall be summarily rejected.

5.2.5 Bidders must refer to the “Bid Data Sheet” for additional details related to the submission process.

5.3 Withdrawal and Resubmission of e-Bid

5.4 No bid must be allowed to be modified, resubmitted, or withdrawn after its submission. Any request for modification, withdrawal, or resubmission submitted through email, letter, or any other offline mode shall not be entertained.

5.5 Authentication of Documents

5.5.1 All documents uploaded or submitted physically must be signed by an authorized signatory and stamped with the bidder's official seal.

5.5.2 Unsigned documents in the submitted bid shall be treated as non-responsive.

5.6 Completeness of Bid

5.6.1 Bidders must ensure that all required forms, certificates, and supporting documents listed in the RFP are submitted. Incomplete bids must be declared non-responsive.

5.7 Right to Accept or Reject Bids

5.7.1 UPED reserves the right to accept or reject any bid, or all bids, partially or fully, without assigning any reason.

6 Opening of bids

6.1 Late Bids

6.1.1 Any bid or a part thereof such as original EMD & PoA submitted after prescribed due date and time shall not be considered for opening or further evaluation under any circumstances.

6.1.2 Only bids submitted online along with the required EMD and technical bid documents shall be considered for opening as per the schedule mentioned in the “Bid Data Sheet.”

6.1.3 If the date scheduled for opening of bids is declared a public holiday for UPED, the bids shall be opened on the next working day at the same appointed time.

6.2 EMD Non-receipt

6.2.1 If the EMD is not received as required, the corresponding bid shall be rejected.

6.3 Attendance of Representatives

6.3.1 A maximum of two representatives from each bidder organization shall be permitted to attend the bid opening. Bidders who wish to attend must refer to the schedule in the “Bid Data Sheet” or any updated date and time communicated by UPED.

6.3.2 Representatives attending the bid opening must carry an authorization letter issued by the bidder. Unauthorized representatives shall not be allowed to participate.

6.4 Opening of Financial Bids

6.4.1 Only the financial bids of technically qualified bidders shall be opened. The date and time for opening of financial bids shall be notified later.

7 Bid evaluation process

7.1 Process Steps

7.1.1 **Step 1 - Qualification & Technical Responsiveness (Pass/Fail):** UPED shall examine bids only against Mandatory Qualification Requirements and Mandatory Submission Checklist. Any failure shall render the bid Non-Responsive. Non-Responsive bids shall not proceed to financial opening.

7.1.2 **Step 2 - Financial Bid Opening (Qualified bidders only):** Financial bids of only Qualified bidders shall be opened.

7.1.3 **Step 3 - Selection (L1):** Award shall be made to the Lowest Evaluated Price (L1) among Qualified bidders, based on price criteria alone.

7.1.4 **Tie in L1:** If more than one bidder is L1 at the same evaluated price, tie shall be resolved as per the Designated Portal’s L1 tie-resolution method.

7.1.5 **Unworkable/Abnormally Low Bid:** If UPED finds the L1 price unworkable for meeting scope/SLA, UPED may seek written justification. If justification is unsatisfactory, UPED may reject the bid as Non-Responsive.

7.2 Eligibility Criteria

7.2.1 All Qualification Requirements are Mandatory (Pass/Fail). Failure to meet ANY requirement or failure to submit ANY corresponding document shall render the bid Non-Responsive and it shall be rejected. No marks/scoring shall be applied.

7.2.2 The table below depicts the eligibility criterion for selection of Bidder

SN	Eligibility Criteria	Documents Required
(i)	**Legal Entity** • The Bidder must be a legally registered company or firm incorporated under the applicable laws of India and engaged in the business of Information Technology or related services. • The Bidder must possess valid registrations with all relevant tax authorities, including but not limited to GST and PAN, as applicable. • The Bidder must have been in continuous operation in the Information Technology domain for a minimum period of five (05) years preceding the date of submission of the proposal.	Copy of certificate of Registration, PAN and GST Registration Certificate
(ii)	**Debarment/ Blacklisting** • The Bidder must not be blacklisted, debarred, or under a declaration of ineligibility for corrupt, fraudulent, unethical, or negligent business practices by any State Government, Central Government, Public Sector Undertaking (PSU), or any other government authority. This condition must hold true for the preceding three (03) years from the date of bid submission. • Neither the Bidder nor any of its Directors/Partners/Key Management Personnel should have been convicted by any court of law for a cognizable offence resulting in imprisonment for a term exceeding one year, as of the date of bid submission.	A notarized affidavit executed on INR 100/- stamp paper, signed by the authorized signatory. A sample format for this affidavit is provided in this RFP
(iii)	**Cloud Service Provider's Authorization** • The Bidder must possess a valid authorization from the respective Cloud Service Provider	Letter of Support / Authorization letter from the CSP/OEM to the

SN	Eligibility Criteria	Documents Required
	(CSP)/Original Equipment Manufacturer (OEM), explicitly permitting the Bidder to participate in this RFP and to deliver all services, solutions, and support required under the scope of this project. • The authorization letter shall be submitted on the CSP/OEM's official letterhead and duly signed by an authorized representative.	Bidder for providing services for this Project.
(iv)	**Selection of CSP** • The Bidder shall deploy only those Cloud Service Providers (CSPs) that are MeitY-empanelled and STQC-audited, in accordance with the empanelment process prescribed by the Ministry of Electronics and Information Technology (MeitY), Government of India, as on the last date of bid submission. • All proposed cloud infrastructure and data hosting for this project must reside within India.	Copy of Empanelment Certificate issued to CSP by MeitY
(v)	**Relevant past experience requirement** • The Bidder must have prior experience in the implementation of a comprehensive Data Analytics Platform, covering all the following components: – Data Integration – Data Quality Management – Business Intelligence (BI) Reporting – Dashboards – Artificial Intelligence / Machine Learning (AI/ML) • The experience must be from projects executed in India for Central Government / State Government / Public Sector Undertakings (PSUs) or in the Private Sector globally. • The Bidder must have successfully implemented a Supply Chain Management and Analytics platform covering at least 500 distribution or supplier touchpoints (including suppliers, distributors, depots, or warehousing units) within the last five (05) years. • The value of each qualifying project must be INR 40 Lakhs or above.	• Copy of the Work Order / Contract Agreement, AND • Client Completion Certificate, or a Client Letter, or any other valid documentary proof clearly demonstrating: – Completion of the project – Start and end dates of the engagement – Scope of Work, explicitly showing compliance with the requirements outlined in this RFP • All documents must be issued by the respective client organization and should be duly

SN	Eligibility Criteria	Documents Required
		signed and stamped, wherever applicable.
(vi)	The bidder must have an average annual turnover of at least Rupees Two Crores (₹ 2,00,00,000.00) during the last three (03) audited financial years.	Audited financial statements or a certificate from a Chartered Accountant
(vii)	The Bidder must possess a valid CMMI Level 3 or higher certification. The certification should be valid as on the last date of bid submission.	Copy of Valid certificate
(viii)	The bidder should have sufficient number of Technology Professionals on the Bidder's Payroll: a. Having proven expertise in Data Analytics – **More than 500 resources** b. Holding valid technical certifications from any MEITy-empaneled CSP – **More than 20 resources**	Certificate, on the bidder's official letterhead and duly signed by the Authorized HR Representative, clearly stating: • total number of technology professionals on payroll, and • number of resources with proven Data Analytics expertise • Number of cloud professionals holding valid technical certifications from MEITy-empaneled CSP
(ix)	The bidder should have following experience in implementing following solutions for Central or State Government departments, PSUs in India, or for Private Sector organizations in India: **a.** Computer Vision, Artificial Intelligence (AI), or Machine Learning having delivered value of the project of not less than Rupees Fifty Lakh (₹ 50,00,000.00) in last five (5) years – **More than 8 projects** b. Data Analytics Platform covering all areas such as Data Integration, Data Quality, Business Intelligence Reporting, Dashboards and AI/ML work having delivered value of the project of not	**For each eligible project:** • A detailed case study (not more than two pages) describing the project background, scope, technologies used, implementation approach, and outcomes. • A copy of the Work Order / Contract AND a Client Letter /

SN	Eligibility Criteria	Documents Required
	less than Rupees Fifty Lakh (₹ 50,00,000.00) in last five (5) years – **More than 3 projects** c. Supply Chain Management and Analytics platforms covering a minimum of 500 distribution or supplier touchpoints (such as suppliers, distributors, depots, or warehousing units) having delivered value of the project of not less than Rupees Fifty Lakh (₹ 50,00,000.00) in last five (5) years – **More than 3 projects** d. IT projects with State Excise Department or other Revenue Departments having delivered value of the project of not less than Rupees Fifty Lakh (₹ 50,00,000.00) in last five (5) years – **More than 3 projects** e. Project(s) containing a Generative AI component for the last two (2) years and such component has been implemented successfully – **More than 3 projects**	Completion Certificate, OR • any other valid proof demonstrating successful completion of the project. **Note:** Either the Contract or the Client Letter / Completion Certificate / completion proof must clearly specify: • the start and end dates of the project, and • the Scope of Work, which must meet the eligibility requirements defined in the RFP.
(x)	The bidder should be able to produce audited financial statements to authenticate their average annual turnover for the past five (5) audited financial years - **More than Rupees One Hundred Crore (₹100,00,00,000.00)**	A Chartered Accountant (CA) Certificate, containing the CA's Registration Number / DIN and official seal, clearly certifying annual turnover for each of the past five (5) audited financial years.
(xi)	The bidder should, at the time of bid submission, have following certifications: a. ISO 9001:2015 b. CMMi-5 c. ISO 27001	A copy of valid certificates, issued by the respective accreditation bodies, clearly indicating the certification level and validity period.
(xii)	The bidder should propose the manpower resources (On-roll employee of the bidder) for full-term deployment during the whole duration of the project for: **a. Project Manager – One (1) resource**	Detailed CV demonstrating the required experience, accompanied by a self-certification from the

SN	Eligibility Criteria	Documents Required
	• MBA or an equivalent postgraduate degree from a recognized university or institute • Overall professional experience of minimum Seven (7) years • Project experiences with at least one (1) year of involvement in each project in State Excise Departments in India – minimum three (3) projects • Technical project management experience – More than five (5) years **b. Excise Domain Expert – One (1) resource** • Graduate degree from a recognized university or institute. • Working experience with any one or more State Excise Department – **minimum fifteen (15) years** • Project experiences with at least one (1) year of involvement in each project in State Excise operations, guiding or supporting IT solution implementation in the Excise domain, preferably, related to IT systems, process reengineering, and Excise KPIs redesign – **Minimum three (3) projects** **c. BI & Analytics Developer – One (1) resource** • B.E./B.Tech. /MCA/MS /M.Sc. (IT or CS) / MBA (IT or Finance) • Overall Professional Experience - minimum Ten (10) years • BI & Analytics projects with at least one (1) year of involvement in each project in Central or State Government departments, PSUs in India, or for Private Sector organizations in India – Minimum five (5) projects **d. Data Scientist – One (1) resource** • Graduate or post graduate degree in Data Science, Computer Science, Statistics, Economics, Mathematics, or Engineering alongwith expertise in Probability, Statistics, Linear Algebra and Data Modelling. • Overall experience as Data Scientist - minimum Ten (10) years • Data Science project experience with at least one (1) year of involvement in each project in	proposed candidate and a countersigned certification from the Bidder’s Authorized Representative.

SN	Eligibility Criteria	Documents Required
	Central or State Government departments, PSUs in India, or for Private Sector organizations in India – Minimum five (5) projects	

7.3 Bid Evaluation

7.3.1 UPED shall constitute a **Bid Evaluation Committee (BEC)** to evaluate the technical and financial bids in accordance with the following process:

(i) **Responsiveness check:** BEC shall evaluate and compare all bids that are determined to be responsive to the requirements of this RFP.

(ii) **Technical evaluation and clarifications:** BEC shall review the technical bid against the eligibility criteria. The bidder must provide such clarification within the prescribed timeline and in the required format.

(iii) **Eligibility screening:** Only bidders that meet all eligibility criteria shall be considered for detailed technical evaluation. Bids from bidders that do not meet the eligibility criteria shall not be evaluated further, and their financial bids shall remain unopened.

(iv) **Non-responsive bid:** If a bid does not include a response to any requirement under the eligibility criteria for technical bids prescribed in this RFP, that bid shall be rejected as non-responsive and shall not be evaluated further.

7.4 Non-Material Clarifications:

7.4.1 BEC may, at its discretion, request any bidder to provide clarification on its bid. BEC may request supporting documents, certificates, or evidence to validate any claim of the bidder. The bidder must provide such documents within the stipulated timeframe. The Evaluation Committee shall request clarifications only for non-material aspects. Clarifications shall not be used to cure material deviations or alter the substance of a bid.

7.5 Correction of arithmetical errors (if applicable):

7.5.1 If arithmetical errors are detected in the financial bid, BEC shall correct them as follows:

(i) if there is a discrepancy between unit price and total price, the unit price shall prevail;

(ii) if there is a discrepancy between words and figures, the price in words shall prevail.

(iii) The bidder must accept the corrected amount; otherwise, the bid shall be rejected.

7.6 Disqualification Grounds:

7.6.1 The following actions may lead to disqualification:

(i) submission of misleading, false, or forged information;

(ii) non-submission of required documents;

(iii) failure to comply with RFP instructions;

(iv) any attempt to influence the evaluation process.

7.7 Final Authority

7.7.1 In case of any discrepancy or material deficiency, BEC reserves the right to reject a bid after due assessment of all submitted documents.

7.7.2 The decision of the UPED in all matters related to evaluation and bidder selection shall be final and binding.

7.8 Financial Bid Evaluation

7.8.1 The Bidders shall submit a separate, fixed-price financial bid (in the format provided) for the Implementation scope covering all phases up to and including achievement of Go-Live, as defined in this RFP. The quoted price shall be in INR, exclusive of applicable GST. No price escalation or additional charges shall be admissible for the Implementation scope. Any item or activity necessary to achieve Go-Live that is not expressly priced shall be deemed included in the Bidder's Implementation price.

7.8.2 The financial bids of all qualified bidders shall be opened on the prescribed date in the presence of authorized representatives of the bidders who choose to attend.

7.8.3 Only fixed-price financial bids indicating the total price for all services per year, as specified in this bid document, shall be considered. The bidder must not submit variable or open-ended pricing.

7.8.4 The bid price shall be quoted in Indian Rupees only and shall be exclusive of GST. The bidder must clearly indicate all applicable taxes as required under law.

7.8.5 Any conditional bid shall be rejected.

7.8.6 If no price is quoted for any item or component required in this RFP, the bid shall be disqualified. The bidder must quote all prices as required.

7.8.7 If there is a discrepancy between the total value written in figures and the total value written in words, the amount written in words shall prevail.

7.8.8 BEC shall have the right to examine price reasonability. If the quoted prices are abnormally high or abnormally low, UPED shall seek justification or may reject the bid on grounds of price unreasonableness.

7.8.9 The bidder must clearly indicate all applicable taxes, duties, levies, or statutory charges. Any tax not stated in the bid shall be deemed included in the quoted prices and shall not be paid separately.

7.9 Selection of Managed Service Provider

7.9.1 The selection of Managed Service Provider shall be carried out using Least Cost Selection (LCS) Method.

7.9.2 The bidder ranked as L1 based on the LCS evaluation shall be issued a letter of award (LoA) by UPED as confirmation of its selection.

7.9.3 The bidder receiving the letter of award (LoA) shall be designated as **Managed Service Provider (MSP)** for the project covered under the scope of this RFP.

7.9.4 The financial bid value submitted by the L1 bidder, exclusive of applicable taxes, shall be considered the **project value**.

7.9.5 The date on which the L1 bidder receives the LoA shall be considered T_0 for all subsequent references in this RFP.

7.10 Acknowledgement and acceptance of Letter of Award

7.10.1 The selected bidder must submit its acknowledgement and acceptance of the letter of award (LoA) within seven (7) days from the date of receipt of the LoA.

7.11 Performance Security Deposit

7.11.1 The performance security deposit (PSD) shall be required to protect UPED against the risk of the selected bidder's conduct that may warrant forfeiture of the PSD. The selected bidder, at own cost, must furnish the Performance Security Deposit (PSD) within fifteen (15) days from the date of receipt of the letter of award (LoA).

7.11.2 All incidental charges, fees, commissions, taxes, or costs associated with the issuance, renewal, or maintenance of the bank guarantee shall be borne by the selected bidder.

7.11.3 The Performance Security Deposit (PSD) must be furnished in an amount equivalent to five percent (5%) of the project value, as determined based on the financial bid of the L1 bidder.

7.11.4 The PSD must be submitted only in the form of a Bank Guarantee (BG), Fixed Deposit Receipt (FDR), or Demand Draft (DD) drawn in favour of "Excise Commissioner, Uttar Pradesh Excise Department", payable at Lucknow.

7.11.5 If the PSD is submitted in the form of a Bank Guarantee, it must be issued by a scheduled commercial bank operating in India.

7.11.6 The PSD must remain valid for the entire contract period, plus an additional 90 days beyond the date of completion, or as otherwise specified in this RFP.

7.11.7 If the project period is extended for any reason, the bidder must extend the validity of the PSD accordingly. The renewed instrument must be submitted at least 15 days prior to the expiry of the original PSD.

7.11.8 No interest shall be payable by UPED on the PSD, irrespective of the duration for which it remains deposited.

7.11.9 The PSD shall be liable to forfeiture, partly or fully, under the following conditions:

(i) If any information or document submitted by MSP during project period is found to be incorrect, false, misleading, or forged.

(ii) If MSP fails to execute the contract or fails to deliver the work as per the timelines specified in this RFP.

(iii) If MSP fails to meet contractual obligations, service levels, deliverables, or milestones as stipulated in this RFP or in the contract.

(iv) If MSP engages in corrupt, fraudulent, coercive, collusive, or anti-competitive practices.

(v) If MSP attempts to influence the contract management or performance evaluation process.

(vi) If MSP abandons the contract, withdraws from the assignment, or fails to perform for a continuous period specified in the contract.

(vii) If any penalty, damages, or dues remain unpaid beyond the period allowed under the contract.

7.11.10 The PSD shall be released only upon:

(i) successful completion of the contract,

(ii) settlement of all dues, claims, penalties, or recoveries, and

(iii) submission of a written request by MSP.

7.11.11 UPED shall verify compliance with all contractual obligations before authorizing release of the PSD.

7.11.12 No adjustment of any pending payments, claims, or dues of the bidder against UPED shall be permitted in lieu of PSD. Only the prescribed instruments must be accepted.

7.11.13 UPED shall reserve the right to independently verify the authenticity of any PSD instrument directly with the issuing bank.

7.11.14 If any PSD instrument is found fraudulent or unauthentic, the contract shall be terminated, the bidder may be blacklisted, and legal action may be initiated.

7.11.15 In case of a consortium as MSP (if selected), the PSD must be submitted in the name of the lead partner/bidder of the consortium, and liability for forfeiture shall apply jointly and severally to all consortium members.

7.11.16 Without prejudice to any other rights or remedies available to UPED under the contract or applicable law, UPED shall have the right to enforce and appropriate the proceeds of the performance security deposit (PSD) in the event of the bidder's failure to perform or comply with any of its contractual obligations.

7.11.17 UPED shall notify the selected bidder in writing of its decision to enforce or encash the PSD within fifteen (15) days from the date on which UPED determines that the bidder has failed to comply with its contractual obligations.

7.11.18 Before encashment of the PSD, the bidder shall be given an opportunity to submit a written representation to UPED within the period specified in the notice. UPED shall consider the representation submitted by the bidder, and the decision of UPED shall be final and binding.

7.11.19 If, after considering the bidder's representation, UPED concludes that enforcement of the PSD is warranted, UPED shall proceed to encash or appropriate the PSD, either partially or fully, as deemed appropriate.

7.11.20 If circumstances so warrant, the matter may be referred to arbitration in accordance with the dispute resolution mechanism specified in this RFP. The arbitrator(s) may include the Additional Chief Secretary/Principal Secretary, Excise, in accordance with the provisions set out under the arbitration and legal jurisdiction clause.

7.11.21 In cases where PSD forfeiture is triggered due to fraudulent documents, corrupt practices, or abandonment of the contract, UPED may additionally impose:

(i) debarment/blacklisting for a specified period;

(ii) reporting to relevant regulatory authorities, including financial and law-enforcement agencies.

7.11.22 Any dispute regarding forfeiture, encashment, or release of the PSD shall be governed by the dispute-resolution mechanism specified in this RFP.

7.12 Failure to acknowledge/accept LoA or furnish PSD

7.12.1 **Non-compliance:** If the L1 bidder fails to (a) submit the letter of acceptance within the stipulated period, or (b) furnish the Performance Security Deposit (PSD) within the stipulated period, UPED shall have the right to cancel the letter of award, appropriate the bid security, and issue the letter of award to the next eligible bidder (L2 and thereafter).

7.12.2 **Next eligible bidder non-compliance (cascading):** If any next eligible bidder (including L2, L3, and so on) fails to (a) submit the letter of acceptance within the stipulated period, or (b) furnish the PSD within the stipulated period, UPED shall have the right to cancel the letter of award issued to such bidder, appropriate its bid security, and issue the letter of award to the next eligible bidder thereafter.

7.12.3 **No prejudice to other remedies:** The actions stipulated above shall be without prejudice to any other rights and remedies available to UPED under this RFP, the contract, or applicable law.

7.12.4 Separate contract agreements shall be executed between UPED and MSP for implementation period upto Go-live as well as for Operations & Maintenance period respectively in line with the terms and conditions prescribed in this RFP for the respective periods.

Section II – Scope of Work & Terms of Reference

8 Introduction

8.1 Overview of UPED

8.1.1 Uttar Pradesh Excise Department (UPED), Government of Uttar Pradesh is responsible for the collection of excise revenue and enforcement of the Excise Acts & Rules extant, in-vogue, and as amended from time to time in the state to regulate the manufacture, transport, sale, import and export of liquor and other intoxicating substances.

8.1.2 UPED is headed by Excise Commissioner. The Department is subdivided into the following 5 zones Viz. Meerut, Agra, Lucknow, Varanasi and Gorakhpur and each zone headed by Joint Excise Commissioner. There are 18 Excise Charges (Mandals) in the state headed by the Deputy Excise Commissioner, and 75 District Excise Offices in the state, the District Excise Officer (Assistant Commissioner of Excise) controls the departmental administration at district level on behalf of Collector. The Enforcement wing is headed by an Assistant Excise Commissioner (Enforcement) at the Excise Charge level, AEC Distilleries and Breweries along with Excise Inspector Moreover there are… Distilleries& Breweries which produce different type bulk spirit and polable liquor. Each such unit has an officer who is Assit. Excise Comm

8.1.3 Currently most of the functions of the Department have been made online by launching portal https://www.excise.up.gov.in . This portal covers activities related to molasses and spirit production, storage, movement and liquor functionalities and licensing.

8.2 Project Background & Objectives

8.2.1 Department of Excise, Uttar Pradesh has been the pioneer in IT implementation for its day-to-day functioning to improve efficiency, transparency and accountability in the delivery of services and business processes. Currently, the Department relies on Online Excise Portal for regulating the manufacture, bottling, stocking, transport, and sale of liquor, dispatches of power alcohol, other bulk spirits and molasses and related licensing processes.

8.2.2 The Online Excise Platform connects Excise HQ at Prayagraj, Commissioner's Camp Office at Lucknow, 75 District Offices, 18 Charge Offices, 5 Zone Offices Apart from these offices the portal also connects setup of Excise at each and every Distilleries/ Breweries and parent units situated outside the state of U.P.

8.2.3 The Excise Online Platform also connects about 125 Sugar Mills, 90+ Distilleries, 7 Breweries, around 800+ Wholesale Outlets and 80 Bonds. The data management and MIS for the same for all these outlets are governed by the online Excise IESCMS portal. Excise retail shops around 28000 are also connected with the same portal through PoS devices.

8.2.4 The department has implemented a web based IESCMS (Integrated Excise Supply Chain Management System) Application which captures data from various supply chain points and stores over a cloud platform. Now the department intends to hire a Service Provider (SP) for development, hosting and maintenance of a Data Analytics and AI based Business Analytics application. The SP shall devise methodology to pick up data from IESCMS platform and store the same for Analytical reporting purposes. The present base data is 1.5 TB with incremental data of 80 GB per month. This includes production of approximately 7.50 Crore bottles (Unit) of liquor and import of around 0.90 Crore bottles (Units) per month and generation of around 2 to 3 lakh gate passes per month to wholesale and retail entities and gate passes of bulk spirit and molasses.

9 Scope of Work

9.1 Operational Scope

9.1.1 MSP shall be responsible for designing and implementing the script/ APIs for pulling and pushing the data from IESCMS platforms in required formats. Department of Excise has to provide the required details of IESCMS platform with regard to data scripting.

9.1.2 Development and Implementation of AI and Data Analytics Platform, which will have following parts:

(i) Comprehensive Data Integration and Management

(ii) Advanced Analytics & Reporting with dynamic and interactive dashboards.

(iii) Daily and up to date descriptive aggregates/statistics

(iv) Predictive and prescriptive Modelling & AI-Driven Insights.

(v) Voice and Text based Generative BI.

(vi) Simulator.

(vii) Mobile Application for Gen BI

(viii) Customer/Stake holder's feedback system

(ix) Security Features etc.

9.1.3 MSP will be responsible for development and implementation of dynamic dashboards aggregating crucial metrics, which may comprise of tabular data, graphs, charts, Plots etc. to provide analytics on the data provided by the department as per the recommendation of UP Excise Department, enabling senior management to assess performance and make informed decisions swiftly.

9.1.4 MSP will be responsible for utilizing AI forecasting models for short and long-term predictions.

9.1.5 MSP will be responsible to provide Voice and text based Generative BI, that enables the user to ask and receive answers to multiple business questions, both through text and voice interactions enhancing accessibility and decision making of officials.

9.1.6 MSP will be responsible to provide the reports as per the recommendation of UP Excise Department.

9.1.7 MSP will be responsible to provide a simulator taking into consideration the historical data, policies, events and forecasts optimising revenue and overall operational efficiency.

9.1.8 MSP will be required to provide maintenance and support for 12 months, which can be extended for another 24 months on same terms and conditions by paying for Annual Maintenance Contract (at the cost mentioned in the financial bid submitted by MSP) for the period of extension as applicable or amended/varied with prior consent of the parties

9.1.9 MSP shall be responsible for ensuring security of data and dashboard content.

9.1.10 MSP shall be responsible for delivering the complete solution in phases. . The phase-wise functional & nonfunctional requirement are covered detailed below:

9.2 . Sample Use Cases

9.2.1 **Revenue Intelligence**

Give a complete snapshot of state's revenue based on various dimensions and assist the department for taking data-based decisions

(i) Seasonality trends for liquor consumptions

(ii) Geographical and district wise analysis

(iii) Liquor type and brand wise analysis

(iv) Liquor Category wise Analysis

(v) 360 degrees of various entities including licensee, stockist etc. for State Excise

9.2.2 Scenario Analysis and Forecasting

(i) What IF scenarios to understand potential revenue upside

(ii) Hierarchical Forecasting for levels such as Liquor Type→Distillery/Brewery/Bonds →District → Charge → Zone→State

(iii) Impact on demand with respect to change in Duty

(iv) Forecast future Revenues and set Revenue Targets

9.2.3 Supply Chain Analysis

(i) Recommend optimal levels to avoid overstocking and understocking

(ii) Identification of Bottlenecks in Supply Chain with respect to Demand and Supply

9.2.4 Workforce performance Analysis

(i) Excise policy performance analysis

(ii) Gap Analysis

9.2.5 Governance

(i) Identify Data Misrepresentation

(ii) Case Management to enable collaborative case investigation

10 Comprehensive Data Integration & Management

10.1 Unified Data Repository

10.1.1 Implement a highly scalable and fault-tolerant data lake/warehouse architecture, leveraging technologies capable of handling terabytesof diverse data types. The repository should support schema flexibility, allowing for the ingestion of new data sources and evolving data structures.

10.1.2 Utilize real-time and batch data ingestion mechanisms to capture data from a wide range of internal and external sources, including but not limited to:

(i) Liquor Database: Database of liquor brands, package sizes, duty etc.

(ii) Taxes: Tax filings, license information, permit details, etc.

(iii) Sale Systems: Sales transactions, product details, customer information (where applicable).

(iv) Wholesale and Retail Licensing Databases: Licensee information, permits, violations, etc.

(v) Inventory Management Systems: Stock levels, movement of goods, warehouse details.

(vi) Supply Chain and Logistics Systems: Shipment tracking, transportation data, etc.

(vii) Publicly Available Market Data: Demographic data, economic indicators, alcohol consumption trends, etc.

(viii) Third-Party Data: Credit ratings, business information, news articles, social media data, etc.

10.2 Data Warehouse/Data Lake

10.2.1 Data Lake/Data Warehouse that is proposed in the Data Platform should be fully managed and serverless that can handle scale for both storage and compute automatically and independently without any downtime.

10.2.2 Data lake platform should have End-to-end ML using SQL applications building on the same platform to save the deployment cycle, effort and cost

10.2.3 Data lake should support analysis and visualization of geospatial data with location specific business needs

10.2.4 Platform should support simultaneous loading and querying of data without performance degradation and interference between the two operations.

10.2.5 Platform should be able to provide automatic recommendations for tuning of data warehouse, cost optimizations and access-based recommendation for security.

10.3 Data Ingestion/Transformation & Enrichment - Streaming and Batch:

10.3.1 Implement a sophisticated data pipeline with a series of interconnected stages (extraction, transformation, loading) to cleanse, standardize, de-duplicate, and enrich raw data.

10.3.2 Leverage data cleaning algorithms to address inconsistencies, errors, and missing values.

10.3.3 Normalize data to ensure consistency across different sources and formats.

10.3.4 Enrich data by adding context and value from external sources (e.g., demographic data, economic indicators, competitor data).

10.3.5 The solution should support GUI based pipeline designs for easier understanding, Agility and faster delivery times.

10.3.6 The solution should offer a serverless data ingestion service that can automatically handle the scalability needs.

10.3.7 It should support ingestion of data in batches as well as streaming manner along with capability to transform data at the ingestion time to support ETL functionality.

10.3.8 It should support data ingestion via CDC, ETL, Message Broker, SFTP/MFT, Web API, etc. There should be no limitation on the type, format and size of data ingested.

10.3.9 The solution shall support standard connectors for RDBMS, NoSQL, as well as multiple binary file formats in case of files-based data ingestion.

10.4 Database as Managed Service (PaaS):

10.4.1 High Availability: 99.99% uptime SLA, inclusive of maintenance.

10.4.2 Continuous Replication: To replica instances, even across regions.

10.4.3 Automatic Failover: In case of primary instance failure.

10.4.4 Backup and Restore: Point-in-time recovery.

10.4.5 IAM Integration: Identity and Access Management for fine-grained control

10.4.6 Automatic Vacuuming: ML-driven optimization of vacuum processes

10.4.7 Maintenance: Non-disruptive upgrades and patching

10.4.8 Memory Management: Adaptive algorithms and machine learning (ML) for efficient buffer pool management.

10.4.9 Automatic Indexing: ML-driven index advisor for performance recommendations.

10.4.10 Columnar Storage: Storage format optimized for analytical queries.

10.4.11 Vectorized Query Execution: Utilizes cloud capabilities for faster columnar scans.

10.4.12 Data-at-Rest and In-Transit

10.4.13 Auditing: Logs activity for compliance.

10.5 Data Catalog & Governance:

10.5.1 Develop a comprehensive data catalog that serves as a central repository of metadata, providing information about data assets, their lineage, relationships, and quality.

10.5.2 Implement robust data governance policies and procedures to establish ownership, accountability, and standards for data management.

10.5.3 Define and enforce data quality rules to ensure the accuracy, completeness, and timeliness of data.

10.5.4 Utilize data profiling tools to assess data quality and identify potential issues.

10.5.5 Implement data masking and anonymization techniques to protect sensitive information.

10.5.6 Data lake with Unified governance - Unified data management and governance across distributed data

10.5.7 The solution should offer data catalog, metadata management, data quality, data lineage etc

10.5.8 The solution should provide an integrated console for Monitoring Jobs, User Access management, Orchestration, scheduling etc.

10.5.9 This platform should also support Data Mesh architecture with all the governance needs required in implementing a Data Mesh

10.5.10 This platform should also provide capabilities to create and govern Business metadata using Tags with Proper authorisation capabilities.

11 Advanced Analytics & Reporting with dynamic and interactive dashboards along with Generative AI and Chatbot

11.1 Interactive Dashboards:

11.1.1 Executive Dashboards: Provide high-level summaries of KPIs, such as revenue trends, compliance rates, and market share. Utilize advanced visualization techniques (e.g., heatmaps, tree maps) to highlight areas of interest or concern.

11.1.2 Operational Dashboards: Focus on real-time monitoring of excise operations, including production volumes, inventory levels, distribution patterns, and tax collection. Incorporate alerts and notifications to proactively address potential issues.

11.1.3 Investigative Dashboards: Enable deep dives into specific cases or investigations, offering detailed views of transaction histories, relationships between entities, and potential anomalies.

11.1.4 Customizable Dashboards: Allow users to tailor dashboards to their specific roles and responsibilities, providing a personalized view of relevant data.

11.2 Custom Reporting:

11.2.1 Template-Based Reports: Offer a library of pre-built report templates for common use cases, such as monthly revenue reports, tax collection summaries, and license compliance reports.

11.2.2 Ad Hoc Reporting: Empower users to create custom reports based on user-defined parameters, filters, and aggregations.

11.2.3 Scheduled Reports: Automate the generation and distribution of reports at regular intervals or triggered by specific events.

11.2.4 Interactive Reports: Enable users to drill down into report details, filter data, and explore relationships within the report context.

11.3 Self-Service Analytics using Generative AI:

11.3.1 Intuitive Interface: Provide a user-friendly interface that allows users to easily access and explore data without requiring technical expertise.

11.3.2 Natural Language Processing (NLP): Implement NLP capabilities to allow users to query data using plain English.

11.3.3 Local language support: Implement NLP capabilities to allow users to query data using in their own preferred English/Hindi language.

11.3.4 Voice query functionality: Enable the application interaction through voice commands in English and Hindi language.

11.3.5 Text query functionality: Enable the application interaction through text statements.

11.3.6 A unified platform should enable users to leverage AI capabilities like LLMs, embeddings, and vector databases all well integrated within the serverless SQL engine. It should empower all users with AI through assistive experiences and intuitive chat interfaces.

11.4 Geospatial Analysis:

11.4.1 Mapping Integration: Integrate with mapping services to visualize excise data on maps, revealing geographic patterns and trends.

11.4.2 Spatial Filtering: Enable users to filter data based on geographic boundaries, such as districts, regions, or specific locations.

11.4.3 Heatmaps: Display the intensity of excise activity across geographic areas using heatmaps.

11.4.4 Cluster Analysis: Identify clusters of excise-related events or entities to reveal patterns of interest.

11.5 Embedded Analytics:

11.5.1 APIs: Provide robust APIs to enable the seamless integration of excise analytics into other applications and workflows.

11.5.2 SDKs: Offer software development kits (SDKs) to facilitate the development of custom applications that leverage excise data.

11.6 Business Intelligence

11.6.1 The proposed BI tool for visualization should be deployed on cloud which are governed by the conditions mentioned for the CSP.

11.6.2 BI tool should support Semantic data modelling on top of the data stored in the database or data warehouse in order to create new combinations of dimensions and measures on the fly.

11.6.3 BI tool should have embedded analytics capabilities.

11.6.4 The BI tool should be Generative AI enabled to provide answers to text and voice queries.

11.6.5 BI tool should also support good governance practices around version management of the assets, access management for Users and Groups etc

11.6.6 BI tool should also allow access to the underneath data model as an API in order to integrate the same model with third party custom visualization libraries.

11.7 Chat Bot

11.7.1 End-to-end management of Interactive Bot Responses, intuitive customer conversations, Omnichannel implementation and Visual flow builder.

12 Predictive and Prescriptive Modelling & AI-Driven Insights

12.1 Forecasting:

12.1.1 Demand Forecasting: Build predictive models to forecast the demand for different types of liquor based on historical sales data, seasonality, events, and other relevant factors

(i) **Day-Level Forecasting:** This level of forecasting focuses on daily sales predictions, which are crucial for operational management and short-term strategies. Daily forecasts can capture sudden changes due to events or promotions.

(ii) **Week-Level Forecasting:** Weekly forecasting aggregates daily data to provide a broader view, helping in managing weekly replenishments and staffing.

(iii) **Month-Level Forecasting:** Monthly forecasts are useful for financial planning and inventory management, giving insights into monthly trends and cycles.

(iv) **Quarter-Level Forecasting:** This involves predictions over three-month periods, suitable for assessing quarterly business performance and aligning with marketing campaigns.

(v) **Year-Level Forecasting:** Annual forecasting is essential for strategic planning, budgeting, and assessing yearly performance against goals.

(vi) **Seasonality Effects:** Model periodic changes in sales data, accommodating different seasonality types, whether they are hourly, daily, weekly, or yearly.

(vii) **Event Effects:** The model should also handle irregular events or holidays that might affect sales patterns.

12.1.2 **Revenue Forecasting:** Develop models to project future excise tax revenue based on predicted sales, tax rates, and potential policy changes.

12.1.3 **Illicit Activity Forecasting:** Utilize machine learning to identify patterns and trends in illicit alcohol production, distribution, and consumption, enabling proactive enforcement measures.

12.2 Anomaly Detection:

12.2.1 **Outlier Detection:** Employ statistical and machine learning techniques to identify unusual patterns or outliers in excise data, such as unexpected spikes or drops in sales, unusual inventory levels, or anomalous tax filings.

12.2.2 **Fraud Detection:** Develop algorithms to detect potentially fraudulent activity, such as underreporting of sales, tax evasion, or license violations.

12.3 Scenario Planning:

12.3.1 **Policy Impact Analysis:** Create models to simulate the impact of potential policy changes, such as tax rate adjustments, licensing restrictions, or advertising regulations.

12.3.2 **Market Disruption Analysis:** Assess the potential impact of market disruptions, such as new product introductions, competitor actions, or changes in consumer preferences.

12.3.3 **Economic Impact Analysis:** Model the potential economic effects of excise policies on employment, revenue, and overall economic activity.

13 Voice and Text based Generative Business Intelligence

13.1 Natural Language Queries:

13.1.1 Users can ask text and voice-based queries in both Hindi and English, enhancing accessibility for all stakeholders. Questions can range from sales performance ("What is the top selling brand in District 1?") to tax collection trends and market analysis.

13.2 Instant Response:

13.2.1 Immediate and accurate answers to queries facilitate quick decision-making without the need for complex SQL queries. Responses are provided in a descriptive format, enabling deeper data exploration, and understanding.

13.3 Multilingual Support:

13.3.1 The solution supports queries in Hindi and English languages, ensuring inclusivity and catering to the diverse linguistic needs of users.

13.4 Ease of Use:

13.4.1 Designed for users with varying levels of technical expertise, the platform offers a user-friendly interface for seamless query submission and response retrieval. Even users without any technical knowledge can effortlessly utilize the platform to address their queries

13.5 Validation and Exploration:

13.5.1 Users have the option to view the underlying SQL query for validation purposes, ensuring transparency and trust in the data. Responses can be presented in the form of tables and graphical representations, facilitating comprehensive data exploration and analysis.

14 Simulator

14.1 Revenue Forecasting Simulator:

14.1.1 Simulator would be required for predicting future revenue based on historical tax collection data, economic indicators, and changes in tax policies. It would help the excise department in Revenue estimates, resource allocation, and setting tax rates effectively

14.2 Regulatory Impact Assessment Simulator:

14.2.1 As the excise department deals with implementing and enforcing regulations related to excisable goods, a simulator that can assess the impact of regulatory changes on stakeholders, industries, and compliance rates would be valuable. It would help in evaluating proposed regulations, estimating compliance costs, and predicting outcomes before implementation.

15 Mobile Accessibility for Generative Business Intelligence

15.1 Mobile Application:

15.1.1 Responsive Design: Ensure the dashboard adapts seamlessly to mobile phones.

15.1.2 Intuitive Navigation: Design a clear and intuitive navigation structure, allowing users to easily find and access the features they need.

15.1.3 Interactive Visualizations: Utilize rich, interactive visualizations (e.g., charts, graphs, maps) to present data in a visually appealing and informative manner.

15.1.4 Role-Based Access Control (RBAC): Implement RBAC to ensure that users only have access to the data and features relevant to their roles and responsibilities.

15.1.5 Collaboration Features: Enable users to download and share reports, and insights with colleagues, fostering collaboration and knowledge sharing.

15.1.6 Voice and text-based Generative Business Intelligence: Provision to provide Voice and text inputs for Gen AI based Business Intelligence.

16 Platform Requirement

16.1 Vendor-Neutral Solution Architecture

16.1.1 The MSP shall design, develop, deploy, and maintain the Solution in a manner that is fully Cloud Service Provider (CSP)-neutral. The Solution architecture, application components, data pipelines, databases, security configurations, orchestration layers, and deployment automation shall not be bound to or dependent upon any proprietary technology, service, SDK, API, or feature that restricts portability to another MeitY-empanelled CSP.

16.1.2 The Solution shall be architected and implemented so that any proprietary product, module, connector, SDK, or service (“Proprietary Component”) integrated with the Solution can be readily substituted with a functionally equivalent product that is commercially available in India, without major redesign or redevelopment of the Solution and without degradation of performance, availability, scalability, security, or functionality.

16.2 Elastic Scalability

16.2.1 The platform architecture must be inherently scalable, capable of dynamically expanding or contracting compute, storage, and networking resources in response to fluctuating workloads. This includes:

(i) Horizontal Scaling: The ability to automatically add or remove compute nodes to handle increased user traffic or data processing demands.

(ii) Vertical Scaling: The ability to increase the capacity of individual compute nodes by adding memory, CPU, or other resources.

(iii) Storage Scalability: The ability to seamlessly expand storage capacity to accommodate growing data volumes without impacting system performance.

16.3 High-Performance Analytics

16.3.1 The platform must deliver exceptional query performance and data processing speeds, even when dealing with massive and complex excise datasets. This entails:

(iv) Sub-Second Query Response: Achieve average query response times of under one second for common analytical queries, regardless of data volume.

(v) Optimized Data Processing: Implement efficient data processing pipelines, leveraging parallel processing and distributed computing techniques to minimize processing time for complex analytical tasks.

(vi) Real-Time Analytics: Support real-time data ingestion and analysis, enabling near-instantaneous insights and decision-making.

16.4 Fault-Tolerant Architecture

16.4.1 The platform must be designed for high availability, minimizing downtime and ensuring continuous access to critical excise data and functionality. This requires:

(i) Redundant Systems: Deploy redundant components and systems at all levels of the architecture (e.g., servers, databases, network connections) to eliminate single points of failure.

(ii) Automatic Failover: Implement automatic failover mechanisms to seamlessly switch to backup systems in the event of a component failure, minimizing service disruption.

(iii) Load Balancing: Distribute incoming traffic and processing workloads across multiple nodes to prevent overload and ensure consistent performance.

16.5 Comprehensive Disaster Recovery

16.5.1 The platform must have a robust disaster recovery plan in place to mitigate the impact of catastrophic events and ensure rapid restoration of system functionality. Key elements of the disaster recovery plan include:

(i) Off-Site Backups: Regularly back up all critical data and system configurations to a secure off-site location.

(ii) Recovery Point Objective (RPO): Define the maximum acceptable data loss in the event of a disaster, ensuring backups are frequent enough to meet this objective.

(iii) Recovery Time Objective (RTO): Define the maximum acceptable time to restore system functionality after a disaster and design the recovery process to meet this objective.

(iv) Regular Testing: Conduct regular disaster recovery drills to validate the plan and identify any potential issues.

16.6 User-Centric Training & Documentation

16.6.1 The platform must be accompanied by comprehensive training materials and user documentation to empower users at all levels to effectively utilize the platform's features and capabilities. This includes:

(i) Role-Based Training: Provide tailored training programs for different user roles, focusing on the specific features and functionalities relevant to each role.

(ii) Interactive Tutorials: Develop interactive tutorials and walkthroughs to guide users through common tasks and workflows.

(iii) Comprehensive Documentation: Create detailed user guides, reference manuals, and online help resources that are easily accessible and searchable.

16.7 Continuous Improvement Framework

16.7.1 The platform must incorporate a structured process for continuous improvement, ensuring the platform remains aligned with the evolving needs of the UP Excise Department. This involves:

(i) Monitoring & Feedback: Implement mechanisms to continuously monitor system performance, collect user feedback, and track key metrics.

(ii) Regular Reviews: Conduct periodic reviews of the platform's functionality, usability, and effectiveness in meeting user needs.

(iii) Iterative Enhancements: Prioritize and implement enhancements based on user feedback, performance data, and emerging excise requirements

16.8 Cloud and License Requirement

16.8.1 The License requirement for this project shall be as follows:

Type of User	Count
General Users	500
Creative Users	5
Administrative Users	3

16.8.2 The Sizing of Cloud has to be determined by the MSP for seamless operations.

17 Project Delivery Milestones

17.1 Implementation Duration:

17.1.1 MSP shall complete the implementation of all requirements defined under this Schedule within six (6) months from the date of receipt of LoA (T_0).

17.2 Acceptance of Deliverables:

17.2.1 The implemented solution shall undergo review, testing, and acceptance by UPED. The delivery shall be deemed complete only upon formal written approval by UPED.

17.3 Commencement of Operations & Maintenance:

17.3.1 Upon completion and acceptance of all scoped deliverables, MSP shall commence the Operations & Maintenance (O&M) of the solution and all its associated components for the duration stipulated herein.

17.4 Exit Management:

17.4.1 MSP shall be responsible for managing, maintaining, and operating the complete solution throughout the contract period. Upon initiation of Exit Management, MSP shall hand over the complete solution, including its administration, credentials, documentation, source code (if applicable), configurations, and all project artifacts to UPED to enable seamless transition.

18 Phased Implementation

18.1 Implementation milestones:

18.1.1 The scoped requirements shall be implemented in defined phases. MSP may initiate and execute activities from multiple phases in parallel, provided that such execution does not adversely impact project timelines or quality.

18.1.2 Following are the phase-wise timelines for the implementation:

Milestones	**Milestone Requirements**	**Duration**
Phase 1	Comprehensive Data Integration & Management	T_0 + 2 Month
Phase 2	Advanced Analytics & Reporting with dynamic and interactive dashboards along with Generative AI and Chatbot	T_0 + 3 Month
Phase 3	Predictive and Prescriptive Modelling & AI-Driven Insights	T_0 + 4 Month
Phase 4	Voice and Text based Generative Business Intelligence	T_0 + 5 Month
	Simulator	T_0 + 5 Month
	Mobile Accessibility for Generative Business Intelligence	T_0 + 5 Month
Go-live	Resolution of Issues/Defects, solution stabilization and Go-live	T_0 + 6 Month

Where **T_0** = Date of Issuance of Letter of Award (LoA); and
1 Month = 30 days (including holidays and non-working days)

18.2 Completion Certificates:

18.2.1 Upon successful completion of each implementation phase, UPED shall issue a Phase Completion Certificate, confirming that the respective phase has been delivered in accordance with the agreed scope and quality standards.

18.3 Completion of Entire Implementation and Go-live:

18.3.1 The implementation shall not be deemed complete until all phases have been successfully delivered, tested, and accepted by UPED.

18.3.2 Upon completion of entire implementation, the solution shall be declared go-live by UPED.

18.4 Extension in Implementation Milestones

18.4.1 MSP must complete the implementation of all requirements defined under the Scope of Work and Functional Scope of Work within specified implementation milestones. If MSP is unable to meet the prescribed delivery timeline, MSP may submit a written request to UPED seeking an extension of delivery milestones.

18.4.2 UPED may, at its discretion and based on justification provided by MSP, grant such extension. However, the total cumulative extension permitted beyond the prescribed implementation timeline shall not exceed two (2) months.

18.4.3 The extensions as mentioned above shall be subject to recovery of penalties from MSP on account of delay in delivery.

18.5 Cancellation of allotment on account of delay in implementation

18.5.1 If the L1 bidder (MSP) fails to complete the delivery of the Scope of Work and Functional Scope of Work within the prescribed implementation timeline, and the full period of all approved extensions, or within eight (8) months from the date of receipt of LoA (T_0), whichever is earlier; the allotment to MSP shall be cancelled by UPED.

19 Operations & Maintenance

19.1 O&M Period:

19.1.1 The contract period for O&M shall be twelve (12) months from the date of Go-live.

19.1.2 Upon Go-live, a formal Contract Agreement shall be executed between UPED and MSP for the O&M period and any other post-implementation obligations.

19.1.3 MSP shall undertake the Operations & Maintenance (O&M) of the complete solution, including all its components, subsystems, integrations, interfaces, documentation, and infrastructure elements, for a period of twelve (12) months from the date of final acceptance by UPED of all scoped deliverables. MSP shall ensure uninterrupted availability, optimal performance, reliability, security, and upkeep of the solution throughout the O&M period.

19.2 Adherence to Performance Requirements:

19.2.1 MSP shall adhere to all performance requirements, service levels, uptime commitments, response and resolution timelines, and quality parameters specified under this RFP and the Contract Agreement. MSP shall continuously monitor the performance of the solution, identify and rectify issues proactively, and ensure that the solution operates in accordance with the defined SLA and performance benchmarks.

20 Service level Agreement

20.1 Purpose and Applicability

20.1.1 This Service Level Agreement (SLA) prescribes the minimum performance standards that the MSP shall achieve for the solution designed, hosted, operated, and maintained for UPED

20.1.2 The SLA covers, without limitation: the core analytics platform and cloud hosting; data ingestion (batch and streaming) and transformation; curated/semantic data layers; BI dashboards; GenAI/NLP services (text/voice) and model inference; security; backup; and disaster recovery.

20.1.3 SLA performance shall be assessed monthly. penalties for non-compliance shall be deducted from monthly O&M payments.

20.2 Definitions

20.2.1 Availability/Uptime: [(Total Service Time – Downtime) ÷ Total Service Time] × 100, computed per calendar month per component; excludes Approved Scheduled Maintenance (ASM).

20.2.2 Incident Severity:

(i) S1 (Critical): Complete outage or loss of a core function that significantly impacts UPED's operations.

(ii) S2 (High): Major degradation with partial usability and material impact.

(iii) S3 (Medium): Non-blocking functional defect with limited impact.

(iv) S4 (Low): Minor defect with negligible impact.

20.2.3 Response Time: Time from incident logging to MSP's acknowledgement with an action plan.

20.2.4 Resolution Time: Time from incident logging to restoration of service or an UPED-accepted workaround (followed by a permanent fix within a reasonable timeline agreed with UPED).

20.2.5 Approved Scheduled Maintenance (ASM): Maintenance windows approved by UPED at least 48 hours in advance; total ASM shall not exceed 8 hours/month.

20.3 Platform, Data & Analytics Performance SLAs

20.3.1 The MSP shall meet the following Availability, Data Pipeline, Data Freshness, and Performance targets. Measurements and penalties apply per calendar month.

20.3.2 Availability Targets

Component	Monthly Target	Measurement
Core Analytics Platform (compute, storage, platform APIs, auth)	≥ 99.7%	Uptime monitoring
Dashboards & Reporting Services	≥ 99.7%	Uptime tracking
GenAI/NLP Services (text/voice)	≥ 99.5%	API health checks

20.3.3 Data Ingestion & Transformation (Pipelines)

Metric	Target	Penalty
Daily Batch Loads Completion	≥ 98% of scheduled batches complete within T+2 hours of plan	₹ 25,000 per delayed batch (cap INR 2,50,000/month
Streaming Pipeline Lag	P95 ≤ 5 minutes	₹5,000 per hour (or part) of sustained breach
Pipeline Failure Rate	< 1% failed jobs/month (excl. planned test failures)	₹10,000 per failed job exceeding the threshold

20.3.4 Data Freshness

Data layer	Target	Penalty
Daily Curated Marts	Full refresh by 06:00 IST	1.0% of monthly O&M payout for each day of breach
Hourly Incremental Layers	Available within ≤ 15 minutes of event arrival	₹10,000 per hour of breach
Critical Subject Areas (Revenue, Compliance, Supply Chain)	Freshness ≥ 99% per approved cadence	1.5% of monthly O&M payout for each day of breach

20.3.5 BI/Analytics & GenAI Performance

Metric	Target	Penalty
Dashboard Load Time (Top 20 curated dashboards)	P95 ≤ 3.0 seconds	₹5,000 per dashboard per breach-day (cap INR 1,00,000/month
Ad-hoc Query Latency (semantic layer)	P95 ≤ 10 seconds for datasets ≤ 10M rows	₹2,500 per breach-day
GenAI Response Time	P95 ≤ ~~2.5~~ 5-8 seconds	₹2,500 per breach-day
Model Inference Availability	≥ 99.7% for GenAI/ML inference endpoints	1.0% of monthly O&M payout per 0.1% shortfall

20.4 Backup, Disaster Recovery (DR) & Restoration

20.4.1 Recovery Point Objective (RPO): ≤ 15 minutes; Recovery Time Objective (RTO): ≤ 60 minutes. Penalty per incident: INR 10,00,000; plus INR 5,00,000 for each additional 15 minutes RPO breach and INR 5,00,000 for each additional 30 minutes RTO breach.

20.4.2 Backups (SDC): Daily incremental and weekly full backups; missed event penalty INR 50,000 per occurrence. Quarterly DR drills must be conducted and passed; penalty INR 2,00,000 per missed/failed drill.

20.5 Security & Compliance

20.5.1 Security Audits: CERT-In empanelled (or UPED-approved) audit prior to Go-Live and annually thereafter. High findings closed within 15 days; Medium within 30 days. Penalty: INR 5,00,000 per High and INR 1,00,000 per Medium not closed in time.

20.5.2 Security Incident Handling: Confirmed S1 incidents contained within 1 hour, S2 within 2 hours. Penalty: S1: INR 10,00,000 per hour or part thereof; S2: INR 5,00,000 per hour or part thereof. Formal RCA for all S1/S2 within 5 business days.

20.5.3 IAM, Data Masking, Anonymisation & Audit Trails: 100% enforcement for Solution components handling official/PII data; penalty INR 1,00,000 per violation impacting protected data.

20.6 Measurement, Evidence & Exclusions

20.6.1 Clock Source: All timestamps shall use IST synchronised via a UPED-approved NTP source.

20.6.2 Evidence: On request, the MSP shall furnish logs, uptime extracts, job histories, monitoring exports, incident reports, backup/DR artifacts, and third-party confirmations. Pending dispute resolution, UPED's measurements shall prevail for that cycle, without prejudice to the Dispute Resolution clause.

20.6.3 Exclusions: SLA computation excludes:

(i) Approved Scheduled Maintenance (≤ 8 hours/month);

(ii) Force Majeure events;

(iii) Failures solely and demonstrably attributable to external third-party systems outside MSP control, where MSP shows due diligence and escalation;

(iv) UPED-requested shutdown/change windows;

(v) Data source defects outside MSP scope.

20.7 Issue Management & Escalation

20.7.1 Lifecycle: Log → Severity classification (S1–S4) → Acknowledge → Restore/Workaround → RCA → Preventive actions.

20.7.2 Escalation: If S1/S2 timelines are at risk, the MSP shall immediately escalate within its organisation and notify UPED for joint action.

20.7.3 RCA: The MSP shall submit an RCA report within 5 business days for all S1/S2 incidents, detailing root cause, fix, and CAPA.

20.8 21.9 SLA Reporting & Payment Linkage

20.8.1 Monthly SLA Report: The MSP shall submit to UPED, within five (5) calendar days of month-end, a report summarising KPI results, breaches, computed penalties, RCAs and CAPA status.

20.8.2 Payment Linkage: Monthly O&M payments shall be processed only after receipt of the Monthly SLA Report and after applying SLA Adjustments and other contractual deductions in accordance with the Payment Terms.

20.9 SLA Change Control

20.9.1 The SLA may be modified only by mutual written consent between UPED and the MSP; all revisions shall be version-controlled and appended as SLA addenda.

20.9.2 No change shall dilute service levels below those stated herein unless mandated by law/policy and expressly approved by UPED.

21 Deployment of Manpower Resources

21.1 Manpower Resources

21.1.1 MSP shall deploy the manpower resources proposed in its bid at the designated deployment location, in accordance with the working days and working hours applicable at that location, for both the implementation period as well as O&M period.

21.1.2 Any leave, absence, or requirement for replacement of deployed manpower shall require prior approval from UPED.

21.1.3 Where such absence or need for replacement arises due to circumstances beyond MSP’s control, MSP shall notify UPED immediately and ensure deployment of a suitable replacement at the earliest, without impacting project continuity or performance requirements.

21.1.4 Any unapproved absence or unapproved replacement shall be treated as absenteeism for the concerned manpower resource for the respective role/profile until approval from UPED is obtained by MSP.

21.1.5 UPED reserves the right to approve leave requests and replacement requests with retrospective effect, upon submission of a request and supporting justification by MSP, and subject to UPED’s satisfaction.

21.2 Deployment Location

21.2.1 The deployment location for the manpower resources of MSP shall be as under:

Excise Commissioner’s Camp Office
12, Rana Pratap Marg, Lucknow
Uttar Pradesh, India – 226 001

21.3 Working days & working hours

21.3.1 The working days for the manpower resources of MSP shall be Monday to Friday and excluding public holidays of GoUP.

21.3.2 Manpower resources deployed by MSP shall adhere to the working hours and working days applicable at the deployment location, as notified or observed by the concerned office or establishment. MSP shall ensure that all deployed manpower remains available and performs duties in accordance with the official schedule of the deployment location.

21.4 Deployment period

21.4.1 The deployment period for each manpower resource shall be calculated from the first day of presence of the manpower resource up to the last day of presence of the manpower resource on a working day. Both the start date and the end date shall be counted, and the deployment period shall include all intervening holidays, non-working days, and any leave availed between these dates.

21.5 Leaves and holidays

21.5.1 **Leaves:** Each manpower resource shall be eligible to avail leaves on a maximum of total eighteen (18) working days during the period of (12) months. In case of replacement of a deployed manpower resource during the period of 12 months, total number of days of leaves for the originally deployed manpower resource as well as their replacement(s) shall be distributed between/among them in proportion to the respective periods of deployment during 12-month period.

21.5.2 **Holidays:** Each manpower resource shall be entitled to public holidays as notified by the Government of Uttar Pradesh (GoUP) that are applicable to the deployment location during the period of deployment.

21.6 Attendance Requirement

21.6.1 MSP shall ensure that each deployed manpower resource maintains regular, punctual, and uninterrupted attendance at the deployment location, in accordance with the working days and working hours applicable at that location.

21.6.2 Any unauthorized absence, including late reporting, early departure, or absence without prior approval, shall be treated as non-attendance and may result in proportionate deductions, penalties, or corrective actions as stipulated under this RFP or the Contract Agreement.

21.6.3 MSP shall maintain daily, weekly, and monthly attendance reports for all deployed manpower and shall submit the Monthly Attendance Consolidation Report along with the Monthly Performance Report for verification and payment processing.

21.6.4 In case of repeated or prolonged absenteeism of any resource, UPED may require MSP to take corrective measures, including replacement of the resource.

21.7 Replacement of Manpower Resources

21.7.1 MSP shall ensure that the manpower resources deployed under the project remain available continuously during the period of deployment. In case any resource becomes unavailable due to resignation, prolonged absence, performance issues, or any other reason, MSP shall arrange for a suitable replacement.

21.7.2 Any manpower resource may be required to be replaced by MSP upon written request from UPED, if:

(i) the resource demonstrates inadequate performance or skills,

(ii) fails to meet attendance or behavioural expectations,

(iii) violates confidentiality, security, or conduct requirements, or

(iv) is deemed unsuitable for the project for any other justified reason.

21.7.3 MSP must provide a replacement resource who meets or exceeds the qualifications, experience, and competency requirements prescribed in this RFP as on the date of being proposed as replacement manpower resource.

21.7.4 MSP must deploy the replacement resource within fifteen (15) calendar days from the date of communication/approval by UPED or the date on which the originally deployed resource becomes unavailable, whichever is earlier. MSP shall also ensure a minimum overlap period of one (1) week between the outgoing and replacement resource to facilitate smooth transition, continuity of work, and effective knowledge transfer.

21.7.5 No additional cost shall be borne by UPED for replacement of manpower resources. All recruitment, onboarding, training, and transition activities shall be performed by MSP at own cost and risk.

21.7.6 During the transition period between the outgoing and replacement resource, MSP shall ensure that the project work is not disrupted, and deliverables, SLAs, and performance requirements continue to be met.

Section III – Terms and Conditions of Contract Agreement

22 Contract Agreement

22.1 Execution

22.1.1 A formal Contract Agreement shall be executed between UPED and the selected Managed Service Provider (MSP) following the acceptance on completion of entire implementation as prescribed in this RFP. The Agreement shall govern all terms, conditions, obligations, and deliverables arising under this RFP and the MSP's bid submission (including any mutually agreed modifications).

23 Contract Period

23.1 Duration of the Contract Period:

23.1.1 The Contract Period shall be twelve (12) months, commencing from the date on which UPED issues formal acceptance of the complete implementation of the Scope of Work and Functional Scope of Work specified in this RFP (or the modified Scope of Work and Functional Scope of Work, if duly approved by UPED). A "month" shall mean a continuous period of thirty (30) days, inclusive of all working days, non-working days, weekends, and public holidays, unless expressly specified otherwise in any clause of this RFP or the Contract Agreement.

23.2 Scope of the Contract Period:

23.2.1 The Contract Period shall include the entire Operations & Maintenance (O&M) phase, encompassing all service levels, performance standards, reporting obligations, monitoring requirements, issue-resolution responsibilities, manpower deployment, and other support activities as prescribed under this RFP and the Contract Agreement.

24 Sub-Contracting

24.1 Sub-contracting not permissible:

24.1.1 MSP shall not be permitted to delegate or subcontract any part of the application development, implementation, O&M activities, or any other services required for the performance of MSP's obligations under this RFP. MSP shall also not be allowed to engage in third-party billing for any services, deliverables, or components under this project.

25 Payment Terms

25.1 Payment milestones

25.1.1 Payment shall be made for payment milestones as follows:

(i) Payment Upon Completion of Implementation & Go-live –

(ii) Monthly Payments During O&M Period - Twelve (12) milestones

25.2 Payment Upon Completion of Implementation:

25.2.1 An amount equivalent to 100% of the Project Value or Adjusted Project Value, as applicable, shall be payable to MSP only upon successful completion and acceptance of the entire implementation followed by Go-live by UPED, in accordance with the Scope of Work, approved timelines, and acceptance criteria defined under this RFP and the Contract Agreement. No payment shall be released to MSP prior to such completion and acceptance.

25.2.2 All payments for the Implementation scope—up to and including achievement of Go-Live—shall be released only upon verification and acceptance by the Department and shall be made net of all applicable deductions, including without limitation the SLA-linked penalties, liquidated damages & other penalties accrued during the Implementation period;

25.2.3 UPED shall have the right of set-off to recover any amounts due from the MSP under this RFP against payments otherwise payable. Any disputed deduction shall be notified in writing; the undisputed portion shall be released in the normal course, and the disputed portion shall be resolved in accordance with the Dispute Resolution provisions, without prejudice to UPED's other contractual remedies..

25.3 Monthly Payments During O&M Period:

25.3.1 The monthly payment due to MSP shall be computed for the manpower resources as mentioned in this RFP and referring to the same monthly fee rates as submitted by MSP for the respective manpower resources in their financial bid. Each monthly instalment shall be released only upon:

(i) Submission of the Monthly Performance Report, SLA Monitoring Report and any other report, as applicable, by MSP;

(ii) Approval of the report by UPED;

(iii) Addition of applicable taxes as per prevailing statutory requirements.

(iv) Based on the approval on completion report/monthly performance report, the MSP shall be required to submit the invoice for respective milestones.

25.4 Payment upon completion of Exit Management and Project Closure:

25.4.1 The payment due to MSP for the last & final month of O&M period (also including any subsequent extensions permitted for the same, as applicable) shall be released to MSP only upon successful completion of Exit Management activities and formal Project Closure, duly verified and approved in writing by UPED. This amount shall be contingent upon:

(i) Successful handover of all solution components, configurations, documentation, credentials, source code (if applicable), licenses, and artifacts;

(ii) Knowledge transfer and training as per the Exit Management Plan;

(iii) Resolution of all pending issues, open tickets, deficiencies, or non-delivered items; and

(iv) Certification by UPED that the Project has been closed satisfactorily.

25.5 Payment process

25.5.1 MSP must submit invoice to UPED after securing approval on completion report/Monthly Performance Report, as applicable. UPED shall examine the invoice(s) and compute the eligible amount for payment after the deduction(s)/adjustment(s) for penalties, deductions, recoveries, or non-performance impacts, if any;

25.5.2 UPED shall make the payment to the MSP for eligible amount for payment and GST, as applicable, on the eligible amount for payment.

25.5.3 UPED shall make the payment within fifteen (15) days from the date of receipt of the invoice for respective milestones.

25.5.4 UPED reserves the right to partially or fully withhold monthly payments in case of non-performance or breach of obligations by MSP.

25.5.5 All payments shall be subject to applicable statutory taxes.

25.5.6 Any penalties, recoveries, or deductions applicable under the this RFP/contract shall be adjusted from payments due.

25.5.7 UPED’s determination of compliance, acceptance, and performance shall be final and binding for the purposes of payment release.

26 Penalties & Deductions

26.1 Penalty for Delay entire implementation

26.1.1 If MSP fails to deliver the scope of work, or any part of it, for any phase within the stipulated timelines, the payment linked to implementation shall be withheld until MSP fully completes the deliverable.

26.1.2 **Extension of Delivery Timeline:** If MSP seeks an extension of the delivery timeline, such extension may be granted by UPED for a period of up to two (2) months. Any extension approved by UPED shall attract penalties applicable for the number of days for which such extension is granted.

26.1.3 **Penalty for Extension of Delivery Timeline** The penalty shall be calculated at the rate of 1% of the Project Value per month, where one month shall be considered as 30 days, inclusive of all holidays and non-working days falling within the approved extension period. The daily penalty rate shall be derived proportionately based on this monthly rate.

26.2 Penalty for lack of Delivery Quality:

26.2.1 If the delivered solution, components, or documentation fail to meet the required standards, specifications, or performance benchmarks, but UPED determines that such deficiencies are limited in impact and value relative to the overall solution and do not warrant withholding acceptance of the overall implementation—and MSP agrees to undertake the required rework or any other corrective measures stipulated by UPED.

26.2.2 If MSP rectifies such deficiencies within the implementation period, including any extensions duly approved by UPED, no penalties on account of delivery deficiency shall apply. However, the non-application of this specific penalty shall not affect or limit the applicability of any other penalties, deductions, or contractual remedies that may otherwise be leviable under this RFP or the Contract Agreement.

26.2.3 However, if rectification of such deficiencies is completed after acceptance of the entire implementation, a penalty shall be recovered from MSP at the rate of 1% of the Project Value per month (where one month shall be deemed to comprise 30 days, inclusive of holidays and non-working days). The penalty shall be calculated on a pro-rata per-day basis, for the number of days from the date of acceptance of the entire implementation until the date on which the deficiency is fully rectified to the satisfaction of UPED.

26.2.4 The penalty shall be computed for the entire number of days between these two dates, including both dates, and shall include all holidays and non-working days within this period.

26.3 Penalty for delivery deficiency/non-delivery

26.3.1 If any component, module, deliverable, or documentation item is not delivered by MSP in accordance with the required specifications, standards, or functional scope, but UPED determines that such non-delivery has limited impact and value relative to the overall solution and does not warrant withholding acceptance of the overall implementation—and MSP agrees to deliver such pending component(s), undertake alternative corrective measures stipulated by UPED, or accept the applicable penalties for delivery after acceptance of the entire implementation—such items shall be classified as Non-Delivered Component.

26.3.2 The value associated with each non-delivered component shall be determined as follows:

(i) Wherever the value is available or derivable from MSP's Financial Bid (including BoQ, line-item pricing, unit rates, or reasonable apportionment), such value shall be applied; failing which,

(ii) UPED shall independently assess the value through reasonable apportionment, benchmarking, or independent estimation.

26.3.3 UPED's valuation shall be final and binding for all purposes of payment deductions and penalties.

26.3.4 The value of the non-delivered component(s) shall be withheld from the corresponding milestone payment until delivery and acceptance by UPED.

26.3.5 If the payment for implementation has already been released, UPED shall:

(i) deduct the assessed value of the non-delivered component(s) from subsequent payments due to MSP; or

(ii) if no further payments remain, require MSP to refund the amount within 30 (thirty) days of UPED's written notice.

26.3.6 If MSP delivers such non-delivered component(s) within the implementation period, including any extensions duly approved by UPED, no penalty on account of non-delivery shall apply. The non-application of this penalty does not limit or affect the applicability of any other penalties, deductions, or remedies leviable under this RFP or the Contract Agreement.

26.3.7 If delivery of such non-delivered component(s) occurs after acceptance of the entire implementation, UPED shall levy a penalty equal to a maximum of 20% of the assessed value of the non-delivered component(s) spread over the duration of the 12-month O&M period of the project on account of non-delivery of such component. This penalty shall be calculated on a pro-rata per-day basis- From the date of acceptance of the entire implementation, until the date the non-delivered component is fully delivered to the satisfaction of UPED; with both dates inclusive, and all holidays and non-working days included.

26.3.8 This penalty shall be in addition to withholding or deduction of the value of such component(s); and UPED's right, where MSP demonstrates inability to deliver the item or where the O&M period concludes without delivery, to deduct the full assessed value of the undelivered component alongwith the applicable penalty.

26.4 Deductions for unavailability of Manpower Resources

26.4.1 The MSP shall be responsible for deploying the manpower resources as proposed in their proposal as the response to this RFP. The MSP must deploy the manpower resources at the deployment location, working days and working hours specified in this RFP.

26.4.2 Any unavailability shall first be adjusted against the leave entitlement of the manpower resource on a pro-rata basis, corresponding to the total approved deployment period of that resource.

26.4.3 If a manpower resource is replaced, any unused leave balance of the outgoing resource shall be carried forward and deemed available to the replacement resource for the remainder of the deployment period. MSP shall ensure seamless continuity of leave records during such transitions.

26.4.4 Unavailability of up to five (5) hours during a working shift shall be treated as half-day (half-shift) unavailability. Unavailability of more than five (5) hours during a working shift shall be treated as full-day (full-shift) unavailability.

26.4.5 If the leave entitlement (including any carried-forward balance) is exhausted, any subsequent unavailability shall be treated as absenteeism, and corresponding deductions shall apply based on the half-shift or full-shift rules defined above.

26.4.6 All deductions for absenteeism are without prejudice to any other penalties, compensations, or contractual remedies available to UPED under this RFP or the Contract Agreement.

26.4.7 Deductions for absenteeism shall be calculated at a per-shift rate, determined as follows:

Per-Shift Deduction Rate = Monthly rate of the resource (as proposed in MSP's bid) ÷ Total number of working shifts in the respective month

26.4.8 This per-shift rate shall be applied for computing deductions for full-shift or half-shift absenteeism, as applicable.

26.4.9 Any period of absence arising from a replacement resource not being deployed, or being unavailable, or being unapproved/pending approval by UPED, shall be treated as absenteeism for the concerned manpower role/profile, and corresponding deductions shall apply in accordance with the absenteeism deduction rules.

26.4.10 In cases where the absence occurred solely due to the approval for the replacement resource being pending with UPED, and such approval is subsequently granted, the amount earlier deducted for the period of pending approval shall be refunded or released to MSP in the next payment cycle

26.5 Penalty for breach of SLA

26.5.1 Application of Penalties: SLA Adjustments for a month shall be computed per metric and deducted from the monthly O&M payout for that month. Implementation-phase liquidated damages and other penalties under this RFP/Contract shall apply independently.

26.5.2 Monthly Cap: Total SLA Adjustments and other penalties in any month shall be capped at that month's O&M payout.

26.5.3 Annual/Contract Cap & Remedies: If cumulative penalties (including but not limited to liquidated damages) in any contract year exceed 20% of the Annual Contract Value, UPED may, without prejudice to other remedies, enforce contractual rights including termination as per this RFP/Contract.

26.5.4 No Waiver: Payment of penalties does not absolve MSP from meeting SLA targets or from implementing corrective and preventive actions.

26.6 Output Reliance Penalty

26.6.1 It is acknowledged that AI Output (any result produced by the Solution's analytics, models, simulators, or generative featuressuch as narratives, scores, forecasts, recommendations, and alerts) is decision support and not a substitute for UPED's official judgment or statutory discretion. MSP shall provide:

(i) visible disclaimers in the UI;

(ii) confidence/uncertainty indicators where applicable;

(iii) drill to data lineage; and

(iv) the ability to review the underlying query/assumptions.

26.7 Preconditions for Penalty

26.7.1 A reliance penalty applies only if all of the following are established by UPED:

(i) a Reliance Decision (a decision or action taken by UPED that expressly cites or links to a specific AI Output within the Solution) is evidenced in the Solution for the referenced AI Output);

(ii) occurrence of a breach (qualifying breach for which a Reliance Penalty may apply) due to material failure by MSP to meet its contractual obligations that is causally connected to erroneous or misleading AI Output, including the following:

- breach of agreed data quality, governance, or data freshness SLAs;
- failure of required model guardrails, disclaimers, or confidence/uncertainty indicators.
- use of unapproved models; or
- failure to implement an approved fix within the agreed timeline after an RCA by the MSP occurred before or at the time of the Reliance Decision;

(iii) the qualifying breach materially and directly contributed to a revenue loss to UPED

(iv) the Material Outcome is not primarily attributable to incorrect/incomplete inputs from UPED or third-party systems, out of scope usage, disregard of visible disclaimers/flags, manual modification/override by UPED, or force majeure/external upstream failures beyond MSP's reasonable control.

26.7.2 No Reliance Penalty applies where the Material Outcome arises primarily from:

(i) UPED's discretionary policy choices or legal interpretations;

(ii) data inaccuracies from external systems not operated by the MSP where the MSP has complied with escalation duties;

(iii) use contrary to documented assumptions, model scope, or known limitations surfaced in the UI/documentation;

(iv) UPED's alteration of model thresholds/parameters from those proposed/recommended by MSP's or

(v) force-majeure events.

26.7.3 Upon discovery, UPED shall log an incident with evidence (AI Output, timestamp, datasets/models used). Penalty determination shall be made by UPED after reviewing the Root-Cause Analysis Report Submitted by MSP in agreed timeline between UPED & MSP. The amount of penalty shall be either equal to the the revenue loss suffered by UPED due to the breach(es) concerned or upto 50% of the total milestone payment (before any deduction(s) owing to penalties and liquidated damages) whichever is less. The milestone payment referred to above shall be for the milestone in which determination of penalty is completed.

27 Change request management

27.1 General

27.1.1 UPED shall not raise, and the MSP shall not accept or process, any Change Request until completion of all implementation phases and formal Go-Live acceptance. Any requirement emerging during implementation that may appear to constitute a change shall be deferred and considered only after Go-Live, under the Change Request Management process defined in this RFP

27.1.2 UPED may, at any time during the O&M period, propose modifications, enhancements, or additions to the Solution, including changes to data integrations, dashboards, analytics models, security controls, workflows, or any other functional or technical component of the project.

27.1.3 All such modifications shall be governed exclusively under this Change Request (CR) Management process.

27.1.4 MSP shall not implement any change without explicit written approval from UPED.

27.1.5 UPED shall initiate a Change Request through a written communication describing the change, expected functionality, business justification, and priority.

27.1.6 Each Change Request shall receive a unique CR ID, logged by the MSP in the Change Register.

27.2 Impact Assessment Report (IAR) by MSP

27.2.1 Upon receipt of a CR, the MSP shall perform a detailed Impact Assessment (IA) covering:

(i) Functional and technical impact.

(ii) Impact on architecture, models, data pipelines, integrations, dashboards, or security.

(iii) Effort estimation in MH/MD/MM;

(iv) Skills and roles required;

(v) Estimated start to finish implementation timeline.

(vi) SLA impact, if any;

(vii) Dependencies, risks, and assumptions.

27.2.2 The MSP shall submit the Impact Assessment Report (IAR) within five (5) working days from receipt of the CR.

27.2.3 Preparation of the IAR shall be at no additional cost to UPED.

27.3 Approval of Change Requests

27.3.1 UPED may:

(i) Approve the CR as submitted,

(ii) Approve with modifications,

(iii) Defer the CR, or

(iv) Reject the CR.

27.3.2 No CR may be executed until UPED issues formal written approval.

27.3.3 Approved CRs shall be logged and tracked in the Change Register.

27.4 Implementation of Approved Change Requests

27.4.1 Upon approval, the MSP shall implement the CR strictly in accordance with the approved scope, effort estimate, and timeline.

27.4.2 MSP shall ensure that CR implementation:

(i) Does not disrupt existing functionalities;

(ii) Does not dilute SLA commitments;

(iii) Maintains full security and compliance;

(iv) Includes regression testing, performance testing, and documentation updates.

27.4.3 Deployment shall follow the mandatory Dev → Test → UAT → Production promotion pipeline and shall require UPED's sign off.

27.5 Cost of Change Requests

27.5.1 Change Requests that fall within the original Scope of Work shall be delivered at no additional cost to UPED.

27.5.2 If a CR is outside the original scope, the MSP shall clearly identify out of scope items in the IAR. For out-of-scope CRs, UPED may approve with cost, modify, defer, or Reject.

27.6 Documentation & Auditability

27.6.1 The MSP shall maintain a Change Register capturing:

27.6.2 CR ID, description, IA, approvals, effort, timelines, test evidence, deployment logs, and closure status.

27.6.3 The Change Register must be available to UPED, its auditors, or authorized agencies on demand.

27.7 No Relief from Contract Obligations

27.7.1 Implementing a CR shall not relieve the MSP of any contractual obligations, including SLA adherence.

27.7.2 Failure to meet CR related commitments shall attract applicable enalties in addition to CR specific penalties below.

27.8 Penalties for Delay in Delivery of Change Requests

27.8.1 The MSP shall deliver each approved Change Request (CR) strictly in accordance with the scope and timelines approved by UPED. Upon submission of the deliverable for an approved CR, UPED shall communicate its acceptance in writing to the MSP, and such written communication shall authenticate and, where applicable, assign the official delivery date of the CR.

27.8.2 Any delay beyond the approved delivery date shall attract penalties in accordance with the provisions governing delay in delivery of Change Requests, and penalties shall be computed for each day of delay, or part thereof, until the CR is delivered to the satisfaction of UPED. after If MSP fails to deliver an approved Change Request within the UPED approved timeline, delay penalties shall apply based on the average monthly manpower rate.

27.8.3 For the purpose of determining penalties under this RFP, the Average Daily Manpower Rate shall be computed by taking the average of the monthly rates of all deployed manpower resources and treating one (1) month as equivalent to thirty (30) days, inclusive of all working days, non-working days, public holidays, and leave days, without any exclusion or adjustment. For each day of delay beyond the approved timeline for any deliverable or Change Request, a penalty equivalent to ten percent (10%) of the Average Daily Manpower Rate shall be deducted from the subsequent payment due to the MSP.

27.8.4 Penalties under this clause are in addition to SLA penalties, LDs, and other contractual remedies available to UPED.

28 Change of Scope

28.1 General

28.1.1 During the project period, UPED may, based on its operational or strategic requirements, introduce modifications, additions, or deletions to the originally defined Scope of Work (“Change of Scope”).

28.1.2 All Changes of Scope shall be processed only through written instructions issued by UPED and accepted by the MSP.

28.2 Change of Scope Within 10% of Project Value

28.2.1 If the Change of Scope results in an increase or decrease of up to twenty percent (20%) of the total Project Value (as per the bid submitted by MSP), such change shall be executed using the rates, unit pricing, man day rates, license rates, cloud component rates, or other commercial values already submitted by the MSP as part of its original Financial Proposal.

28.2.2 No Change of Scope shall be permitted during the Implementation Phases of the project. UPED shall not issue, and the MSP shall not accept, consider, or execute any

Change of Scope request until all implementation phases are fully completed and the Solution has been formally accepted as Go-Live. Any requirement that may arise during implementation that would otherwise constitute a Change of Scope shall be deferred and processed only after Go-Live, strictly in accordance with the Change of Scope provisions defined in this RFP.

28.2.3 For any item already included in the BoQ, MSP shall not submit fresh pricing, and UPED shall recompute revised totals using the submitted and frozen unit rates.

28.2.4 Where the Change of Scope requires work that is a variation of an already quoted item, the MSP shall apply the nearest relevant quoted rate, alongwith proportional scaling where applicable.

28.3 Change of Scope for Items Not Included in Original RFP

28.3.1 If the Change of Scope concerns a new requirement or item not included in the original Scope of Work, BoQ, or technical specifications:

(i) UPED shall request a Detailed Proposal from the MSP containing:

- Technical approach, architecture/design changes,
- Detailed effort assessment (Man Hours / Man Days / Man Months),
- Licensing, cloud or data requirements,
- Security, DR, and integration impact,
- Implementation timelines,
- Dependencies and assumptions.

(ii) The MSP shall submit a Financial Proposal containing itemized rates, unit costs, and a complete cost sheet based on the new requirement.

28.3.2 UPED shall evaluate the Proposal and may accept, negotiate, modify, or reject it at its discretion.

28.4 Aggregate Cap on not Scope Items

28.4.1 The total cumulative value of all Change of Scope items that were not part of the original Scope of Work shall not exceed fifty percent (50%) of the Total Project Value (based on submitted bid of MSP) and delivery of which shall not go beyond the project closure, considering:

(i) One time implementation components; and

(ii) Service/O&M cost components applicable post implementation and until the end of the O&M period.

28.4.2 If the cumulative value of new-scope items approaches or exceeds 50%, UPED may, at its discretion:

(i) Require a fresh procurement,

(ii) Split the additional scope into a separate contract, or

(iii) Initiate re-tendering for the extended scope.

28.5 Approval & Execution

28.5.1 A Change of Scope shall take effect only after UPED issues a formal written approval and the MSP acknowledges acceptance.

28.5.2 Once approved, the MSP shall implement the Change of Scope in accordance with the agreed Scope description, Timelines, Impact on SLAs (if any) and Payment terms determined under this clause.

28.6 Revise Project Value

28.6.1 If the approved Change of Scope results in a deletion, reduction, or discontinuation of certain components of the Project, the Project Value shall be proportionately reduced based on:

(i) Submitted unit rates for items included in the BoQ, and

(ii) Pro-rata value of any service-based or time-based components associated with the removed scope.

28.6.2 Approval and Effectiveness: Any revision to the Project Value shall take effect only after UPED issues formal written approval and the MSP acknowledges acceptance of the revised value. No invoice may be submitted, and no payment shall be processed, for any Change of Scope until such approval is granted.

28.6.3 No Automatic Increase: The MSP shall have no automatic right to claim an increase in the Project Value unless the Change of Scope has been formally approved by UPED through the process defined in this RFP.

28.7 Revised project value

28.7.1 Once the revised Project Value becomes effective pursuant to an approved Change of Scope, any additional payments due to the MSP for past milestones shall be processed as arrears, and payments for all future milestones shall be made at the revised Project Value, instead of the originally contracted Project Value. Conversely, where the revised Project Value results in a decrease, any corresponding adjustment, deduction, or recovery shall be effected from the payments for the subsequent milestone(s) following the date of approval of the Change of Scope.

28.7.2 Where the Change of Scope results in a change in the Project Value by more than ten percent (10%), whether increase or decrease, the MSP shall be required to submit a revised Performance Security Deposit (PSD) reflecting the revised Project Value. The revised PSD shall be furnished within the timeline specified by UPED from the date of receipt of UPED's written approval of the revised Project Value. All other terms and conditions applicable to the Performance Security Deposit shall continue to apply unchanged.

28.8 No Waiver of Obligations

28.8.1 Approval of any Change of Scope does not relieve the MSP of any contractual responsibilities, including adherence to SLAs, security standards, DR requirements, uptime commitments, and performance obligations.

28.8.2 All Change of Scope work shall meet the same quality, compliance, and documentation standards as the original Scope of Work.

29 Termination of contract

29.1 Right of UPED to Terminate the Contract

29.1.1 UPED shall have the right to terminate the Contract, by issuing **fifteen (15) days' prior written notice** to MSP, at any time upon the occurrence of any of the following events:

(i) **Breach and Failure to Cure**: MSP commits any default, violation, or breach of any provision of this RFP or the Contract Agreement, and fails or neglects to cure such breach within fifteen (15) days of receiving a written notice from UPED requiring rectification.
UPED may, at its discretion and upon written request from MSP, grant an extension of up to seven (7) additional days to cure the breach.

(ii) **Winding Up by Court Order**: A competent court passes an order for the winding up or liquidation of MSP.

(iii) **Attachment or Receivership**: A competent authority issues an order attaching the assets of MSP or appointing a receiver for any property of MSP used for providing services under this Contract.

(iv) **Cessation or Disposal of Business**: MSP ceases, threatens to cease, or is unable to carry on its business; or disposes of the whole or substantially the whole of its undertaking or assets (except in the ordinary course of business), without prior written approval of UPED.

(v) **Execution of Decree**: Any decree is executed against MSP's property used for performing services under this RFP, and such decree is not discharged within fourteen (14) days from the date of execution.

(vi) **Change in Control**: Any Change in Control of MSP occurs, and MSP fails to notify UPED within fifteen (15) days of such change.

(vii) **Insolvency Proceedings**: MSP fails to notify UPED within fifteen (15) days of filing any application before the National Company Law Tribunal (NCLT) or any other competent authority under the Insolvency and Bankruptcy Code or relevant law.

(viii) **No Waiver of Rights**: Any omission or delay by UPED in taking action after the occurrence of any of the above events shall **not constitute a waiver** of its rights or remedies under this Contract.

(ix) **Opportunity of Hearing**: Before issuing the termination notice, UPED shall provide MSP a **reasonable opportunity of hearing** to enable MSP to present its submissions.

(x) **Immediate Termination for Bankruptcy Apprehension**: UPED may terminate the Contract **with immediate effect** if MSP itself reports an **apprehension of insolvency or bankruptcy** to UPED.

(xi) **Unsatisfactory Services**: If the services or performance of MSP are found to be **unsatisfactory** by UPED at any time during the Contract Period, UPED shall have the right to terminate the Contract in accordance with this clause.

29.2 Consequences of Termination

29.2.1 In the event that UPED terminates the Contract pursuant to failure on the part of the Bidder to comply with the conditions as contained in this clause, Security Deposit furnished by Bidder may be forfeited.

29.2.2 In the event that UPED or the Bidder terminates this Agreement, the payment shall be decided in accordance with the clause 11.9 (Payment terms) of this RFP document.

29.2.3 UPED, pending the appointment of another Bidder, may require Bidder to continue to provide all the services in scope for a period mutually agreed upon, while adhering to terms and conditions of the Contract. In case of termination due to expiry of the contract term the services shall be offered at mutually agreed price.

30 AI Disclaimer, Safe Use, And Liability (GenAI / NLP Features)

30.1 Purpose and Nature of AI Output

30.1.1 Any output produced by the Solution’s AI/ML/GenAI components (including narratives, summaries, forecasts, recommendations, risk scores, alerts, and chatbot responses) is provided as decision support only and shall not be treated as legal advice, a statutory determination, or a substitute for UPED’s official judgment and discretion.

30.2 Mandatory Disclaimers (User Interface and Reports)

30.2.1 The MSP shall implement persistent, visible disclaimers in the user interface (including dashboards, chatbot screens, and exported reports) stating that:

(i) AI outputs are advisory/analytical in nature; and

(ii) for legal or policy interpretation, users must refer to the applicable Excise Act, Rules, Government Orders, departmental circulars, and UPED’s notified policies/procedures.

30.2.2 Disclaimers shall be displayed at minimum:

(i) on the main GenAI interface;

(ii) on each response view; and

(iii) on any exported/printed AI-generated narrative.

30.3 Prohibition: Legal Advice / Policy Interpretation Contrary to Law

30.3.1 The GenAI/NLP features shall be configured and governed such that the Solution shall not:

(i) provide legal advice; or

(ii) provide policy interpretations that contradict, override, or misstate the Uttar Pradesh Excise Act, applicable Rules, Government Orders, or UPED-issued instructions.

30.3.2 The MSP shall implement safeguards (Guardrails) to prevent the generation of:

(i) prescriptive legal directions (e.g., “issue notice under section X”, “cancel licence”, “impose penalty”) as final advice;

(ii) fabricated citations/sections/case-law (“hallucinated” legal references); and

(iii) instructions that recommend actions contrary to UPED policy or statutory requirements.

30.4 Mandatory Safeguards (Guardrails)

30.4.1 The MSP shall implement the following safeguards as minimum requirements:

(i) Policy/Legal Query Filter: Detection and blocking or deflection of queries seeking legal advice or statutory interpretation, with a standard response directing the user to consult official sources/authorized officers.

(ii) Approved Knowledge Restriction: If any policy/legal knowledge base is used, it shall be limited to UPED-approved content repositories and updated only through authorized change control.

(iii) Retrieval and Citation Controls: Where the Solution provides references, it shall cite only approved UPED documents and/or approved internal knowledge sources; the model shall be configured to refuse answering where it cannot reliably cite an approved source.

(iv) Confidence/Uncertainty Indicators: The Solution shall display confidence/uncertainty indicators for analytical outputs where feasible and shall expose drill-to-data and lineage for traceability.

(v) Human-in-the-Loop: For any workflow that may lead to enforcement, regulatory, or quasi-judicial action, the Solution shall present outputs as recommendations requiring explicit human validation and approval, and shall log such validation.

30.5 overnance, Logging, and Audit

30.5.1 The MSP shall maintain auditable logs for GenAI interactions including prompts, responses, redaction actions, model/version, and data sources used, strictly within UPED-approved environments and retention rules.

30.5.2 UPED shall have the right to audit GenAI safeguards, configuration exports, and logs on reasonable notice, including through UPED-approved auditors where applicable.

30.6 Incident Classification and Remediation

30.6.1 Any confirmed instance where the Solution generates legal advice or materially incorrect statutory/policy interpretation that could mislead decision-making shall be treated as a Critical incident (Severity-1) and handled under the SLA incident process, including immediate containment, correction, and a Root Cause Analysis (RCA) with Corrective and Preventive Actions (CAPA) within the timelines specified in the SLA.

30.6.2 UPED may direct temporary suspension of GenAI features until safeguards are corrected and verified, without prejudice to other remedies.

30.7 Liability Allocation

30.7.1 The MSP shall be liable for losses, penalties, or damages that arise due to:

(i) failure to implement the safeguards mandated in this Clause; and/or

(ii) use of unapproved models/configurations; and/or

(iii) failure to fix known issues within agreed timelines after notice; and/or

(iv) breach of data governance/quality/freshness obligations that materially affects AI outputs,

(v) the extent such failure is directly attributable to MSP's breach of contractual obligations.

30.7.2 No liability shall arise where outcomes are primarily caused by: UPED's discretionary legal/policy interpretations, incorrect inputs from systems outside MSP control (where MSP has complied with escalation duties), use contrary to documented assumptions/limitations shown in the UI, or force majeure events.

30.7.3 This Clause shall be read together with the Limitation of Liability and Penalty/LD provisions of this RFP and the Contract, and shall survive termination to the extent required for enforcement of obligations accrued during the Contract Period.

31 Delivery and Ownership of Source Code, Models, Datasets, and AI Artifacts

31.1 Ownership and Rights

31.1.1 All UPED data generated, collected, received, processed, created, stored, transmitted, or otherwise handled under this engagement, including all derivatives and outputs, shall be the exclusive property of UPED.

31.1.2 All Solution artefacts specifically generated, created, configured, customized, or developed for UPED under the Scope of Work (including code, configurations, dashboards, data pipelines, and AI/ML artefacts) shall be UPED's property, subject to MSP's Background IP rights as defined in the RFP/Contract.

31.1.3 To the extent any MSP Background IP is embedded in the deliverables and is necessary for UPED to use/operate/maintain the Solution, MSP grants UPED a perpetual, irrevocable, royalty-free, transferable license (including right to sublicense to UPED's agencies/contractors) solely for UPED's internal governmental purposes.

31.2 Mandatory Deliverables (Source Code and AI/ML Assets)

31.2.1 The MSP shall deliver to UPED, at minimum, the following artefacts for the complete Solution and each major release/change:

(i) Application source code (UI, APIs, services), integration code, data ingestion scripts, ETL/ELT jobs, orchestration/DAGs, notebooks, and automation.

(ii) Infrastructure-as-Code (IaC), deployment manifests, CI/CD pipelines, environment configuration files, and dependency manifests.

(iii) Data engineering artefacts: schemas, data dictionaries, transformation logic, data quality rules, lineage documentation, and curated layer definitions.

(iv) BI artefacts: semantic models, dashboards, reports, templates, and version history.

(v) AI/ML artefacts (as applicable): training code, feature engineering code, feature store definitions, training/validation/test datasets (including curated training datasets created under the project), model cards, hyperparameters, evaluation reports/metrics, trained model weights/checkpoints, inference graphs, guardrails configurations, and monitoring/drift rules.

(vi) GenAI artefacts (as applicable): prompt libraries/templates, embeddings/vector indices, retrieval configurations, approved knowledge sources lists, redaction/masking rules, model/version register entries, and safety filters/guardrails rulesets.

31.3 Timing of Deliveries

31.3.1 During Implementation, the MSP shall deliver and update the above artefacts phase-wise along with the completion of each milestone/release, and in any case before Go-Live acceptance.

31.3.2 During O&M, the MSP shall deliver artefacts for each approved change/release within 7 (seven) calendar days of deployment to production.

31.3.3 On expiry/termination and as part of Exit Management, MSP shall hand over the complete and latest set of artefacts (including all updates and patches) and provide a comprehensive inventory and integrity checks (hashes/checksums) for verification by UPED.

31.4 Format, Quality, and Usability Requirements

31.4.1 Deliveries shall be provided in industry-standard, open, machine-readable formats to the extent feasible, and shall include:

(i) repository structure with README/runbooks;

(ii) build and deployment instructions;

(iii) configuration guides (including secrets handling with UPED-controlled secret stores); and

(iv) model reproducibility instructions (how to retrain, evaluate, and redeploy).

31.4.2 All artefacts shall be version-controlled and accompanied by release notes and change logs.

31.4.3 UPED shall have the right to verify completeness against the inventory; deficiencies shall be remedied by MSP at no additional cost within 7 (seven) business days of notice.

31.5 Restrictions on Use and Training

31.5.1 The MSP shall not use UPED data (including de-identified, anonymized, or aggregated forms) to train, fine-tune, test, or improve any proprietary or third-party AI/ML/GenAI model except as strictly required to deliver the contracted Solution for UPED and within UPED-controlled environments and written approvals as per the RFP/Contract's data protection and LLM clauses.

31.5.2 Any testing/evaluation datasets shared outside UPED-controlled environments must be synthetic or properly anonymized/pseudonymized such that re-identification is not feasible.

31.6 Return and Deletion

31.6.1 Upon UPED's request and/or at contract closure, the MSP shall return all UPED data and deliverables in agreed formats and shall permanently delete UPED data from MSP-controlled systems (including backups, to the extent feasible under retention rules) and provide a deletion certificate signed by an authorized officer within the timeline agreed in Exit Management.

32 Other terms & conditions

32.1 Applicable law and its jurisdictions

32.1.1 The contract shall be governed as per Indian law and shall be subject to jurisdiction of Courts in Uttar Pradesh at Lucknow.

32.1.2 MSP involved in any misconduct will be blacklisted after following due procedure besides any other action as warranted under law and terms of the contract along with forfeiture of Security Deposit.

32.1.3 MSP shall execute agreement with UPED containing all the conditions as stated in this RFP and other conditions which UPED may like to incorporate with mutual consent of parties.

32.2 Notices

32.2.1 Any notice, request or consent required or permitted to be given or made pursuant to this contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the party to whom the communication is addressed, or when sent to such party at the address mentioned in the Contract Agreement.

32.3 Force Majeure

32.3.1 Force Majeure would include natural and unavoidable catastrophe that interrupts the expected course of events. For purposes of this clause, "Force Majeure" means an event beyond the control of both the parties (Bidder and UPED) and not involving both parties and not involving fault of both parties and negligence and not foreseeable. Such events may include, but are not restricted to, instances of, wars or revolutions, fires, floods, and epidemics, which would have an impact on both the parties.

32.3.2 If a Force Majeure situation arises, any of the parties shall promptly notify the other in writing of such conditions and the cause thereof. Unless otherwise directed by the Bidder shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

32.3.3 The UPED may also discuss the issue with the Bidder and revise/extend the existing contract timelines.

32.3.4 If the Bidder after accepting the revised timelines, does not comply with the revised timelines, the UPED will have option to invoke the PBG and/or terminate the contract. If an event of Force Majeure continues for a period of sixty (60) days or more, the parties may, by mutual agreement, terminate the contract without either party incurring any further liabilities towards the other with respect to contract, other than to effect payment for services or goods or both already delivered or performed.

32.3.5 Without limitation to the generality of the foregoing, the Force Majeure event shall include the following classes of events and circumstances and their effects:

(i) Natural events (“Natural Events”) to the extent they satisfy the foregoing requirements including:

- Any material effect on the natural elements, including lightning, fire, earthquake, cyclone, flood, storm, tornado, or typhoon.
- Explosion or chemical contamination (other than resulting from an act of war).
- Epidemic as declared by the Govt.
- Any event or circumstance of a nature analogous to any of the foregoing

(ii) Other events (Political Events) to the extent that they satisfy the foregoing requirements including:

- Act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, revolution, riot, insurrection, civil commotion, act of terrorism or sabotage.
- Any act of Government
- Strikes, work to rules, go-slows which are either widespread, nation-wide, or state-wide and are of political nature.
    - Any event or circumstance of a nature analogous to any of the foregoing

32.4 Limitation of Liability

32.4.1 In no event shall either party be liable for any indirect, incidental, consequential, special or punitive loss or damage including but not limited to loss of profits or revenue, even if the party has been advised of the possibility thereof. In any case, the aggregate liability of selected Bidder, whatsoever and howsoever arising, whether under the contract, tort or other legal theory, shall not exceed the total charges received as per contract, as of the date such liability arose, from the UPED, with respect to services or goods or both supplied under this contract, which gives rise to the liability.

32.4.2 The liability of either Party (whether in contract, tort, negligence, strict liability in tort, by statute or otherwise) for any claim in any manner related to this RFP/Contract, including the work, deliverables or services covered by this RFP/Contract, shall be the payment of direct damages only which shall in no event exceed one time the total contract value (notional value of contract will be conveyed by the UPED to Service Provider at the time of issuance of work order) to payable under this RFP/agreement/contract.

32.4.3 All risks of loss or damage to health, property, personal injury which may arise during and in consequence of the performance of the contract or any commercial risks other than the expected risks shall be borne by MSP. The Bidder shall be liable for forfeiture of its security, liquidated damages, termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of conditions defined as expected risks.

32.5 Confidentiality

32.5.1 In the course of performing its functions and obligations under this RFP, Bidder shall maintain strict secrecy, confidentiality and privacy in respect of the confidential records and information that has come to its possession or knowledge

32.5.2 **Ownership:** All UPED data generated, collected, received, processed, created, stored, transmitted, or otherwise handled under this engagement, including all derivatives, transformations, outputs, logs, model artefacts, embeddings, and metadata derived therefrom shall be the exclusive property of UPED.

32.5.3 **Limited License to Process**: MSP is granted a limited, non exclusive, non transferable, revocable permission to access and process the data as mentioned above solely for the purpose of performing its obligations under this RFP/contract and for no other purpose.

32.5.4 **Prohibited Uses:** MSP shall not (and shall ensure its Affiliates, personnel, contractors, and subprocessors do not):

(i) use UPED Data for training, fine tuning, testing, or otherwise improving any artificial intelligence, machine learning, foundation, or generative models, whether proprietary or third party;

(ii) use UPED Data (including de identified, anonymized, or aggregated forms) for analytics, benchmarking, case studies, aggregated industry reports, marketing, advertising, product development, or any other secondary purpose;

(iii) sell, license, disclose, or otherwise make UPED Data available to any third party except as expressly authorized in writing by UPED.

32.5.5 De identification, anonymization, pseudonymization, hashing, vectorization, or aggregation of UPED Data shall not permit any use that is otherwise prohibited under this clause.

32.5.6 Upon UPED's request and upon expiry or termination of the contract, the MSP shall promptly

(i) return UPED Data in a mutually agreed, industry standard, machine readable format, and

(ii) permanently delete all copies (including from backups) and provide a written deletion certificate within the agreed timelines.

32.5.7 The MSP shall flow down these obligations to all subprocessors and shall maintain auditable records demonstrating compliance. UPED reserves the right to audit compliance with this clause on reasonable notice.

32.5.8 Any breach of this clause shall constitute a material breach entitling UPED to injunctive relief, termination for cause, and any other remedies available at law or in equity, including indemnification for losses arising from unauthorized use or disclosure of UPED Data.

32.5.9 Bidder shall keep confidentiality of the details and information with regard to the Project, including beneficiary or project related data, systems, facilities, operations, management and maintenance of the systems.

32.5.10 It is agreed between UPED and MSP that UPED has a right to prevent or prohibit Bidder at any time from disclosing any information and records to any person and MSP shall abide by such decision except as required by any Statutory bodies or by due process of law.

32.5.11 MSP agrees that it shall ensure that all its employees, agents, service providers and any other related stakeholder are bound by nondisclosure agreements.

32.5.12 All Proprietary Information, documentation and correspondence exchanged between UPED and MSP in relation to the Project and the performance of tasks by Bidder shall be treated as confidential and privileged by the parties and disclosed only to their respective officers, agents, representatives, professional advisors and members of Official Committees (if any, formed for the purpose) on a need to know basis.

32.5.13 MSP shall treat all information and records provided to it or obtained otherwise by it in connection with the Project or its implementation as confidential and not use the same wholly or partially for any purpose other than for discharging the obligations under this Contract, without the prior written approval of UPED except as required by any Statutory bodies or by due process of law.

32.5.14 The right and obligations of the parties under the contract, which by their nature survive the termination of that contract.

32.5.15 Information that is in the public domain shall not be considered as confidential information under this Agreement.

32.6 Intellectual Property Rights (IPR)

32.6.1 UPED Data and Solution Artefacts specifically generated, created, configured, customized, or developed for UPED under the SOW shall be UPED's exclusive property.

32.6.2 All deliverables, outputs, plans, drawings, specifications, designs, reports, and other documents and software submitted by MSP under this Contract shall become and remain the property of the UPED and shall be subject to laws of copyright and must not be shared with third parties or reproduced, whether in whole or part, without UPED's prior written consent. MSP upon termination or expiration of this Contract, shall deliver all such documents and software to the UPED, together with a detailed inventory thereof.

32.6.3 MSP Background IP (pre existing or independently developed outside this engagement) shall remain the MSP's property; however, to the extent such Background IP is embedded in or necessary to use the Solution Artefacts delivered to UPED, the MSP grants UPED a perpetual, irrevocable, worldwide, royalty free, transferable license (with rights to sublicense to UPED's agencies/contractors) to use, run, copy, modify, maintain, and create derivative works of such Background IP solely for UPED's internal governmental purposes. The MSP shall not use this sub clause to withhold any artefact required for continuity of service.

32.6.4 Following UPED's written request and, the MSP shall permanently delete all UPED Data and copies of Solution Artefacts (including from backups) and provide a Deletion Certificate signed by an authorized officer..

32.6.5 MSP shall flow down the obligations of this Clause to all sub-contractors, agents, and third-party providers and remains fully responsible for their compliance. No sub-contractor may process Sensitive Data with Public LLM APIs.

32.6.6 Breach of this Clause is subject to the security-related SLA penalties and other contractual deductions, without prejudice to UPED's rights (including suspension of LLM features, withholding of payments, enforcement of Performance Security Deposit, and termination for default).

32.6.7 This Clause survives expiry or termination of the Contract and continues to apply to all UPED Data and derivatives (including prompts, embeddings, and model outputs) processed under the Contract.

32.6.8 **Absolute Prohibition (Public LLMs):** LLM use is permitted only when all conditions below are met:

(i) **Hosting & Residency:** The model and associated components (vector stores, prompts, logs, caches) are deployed either

- within UPED's tenancy on a MeitY-empanelled CSP located in India; or
- on infrastructure exclusively controlled by UPED/MSP in India (including on-prem or private VPC/VNet) with tenant-level isolation.

(ii) **Retention & Training:** Provider-side "data retention," "content logging," "model improvement," and "training on customer content" features are disabled, contractually opted-out, or technically enforced to zero-retention. No provider may use UPED data (including prompts, outputs, embeddings) to train, fine-tune, or improve any foundation/shared model.

(iii) **Security Controls:** Encrypt data in transit and at rest using UPED-approved algorithms/keys; enforce least-privilege RBAC; restrict access to private endpoints/allow-lists; and enable immutable, time-synchronized audit logs end-to-end.

(iv) **Data Minimization & Redaction:** Before any model call, deterministically mask/redact PII and secrets; never include credentials/keys in prompts; provide only the minimum data necessary to answer the query.

(v) **Logging & Telemetry:** Store all prompt/response and model system logs solely within UPED-controlled log stores in India as per UPED retention policy. No Public LLM logs may contain Sensitive Data.

(vi) **Approved Models Register:** Use only models/endpoints expressly approved in writing by UPED, recording model/version, hosting location, retention/training settings, isolation controls, and purpose in an "LLM Register" maintained by the MSP.

(vii) **Test Data:** All testing/evaluation must use synthetic, anonymised, or properly pseudonymised data that cannot be re-identified.

32.6.9 The following are explicitly prohibited:

(i) Using any public multi-tenant LLM endpoint over the public internet for Sensitive Data, even where "no-train" flags are available.

(ii) Copy-pasting Sensitive Data into web forms, browser extensions, desktop/mobile apps, or plugins that route to Public LLM APIs.

(iii) Sending database schemas, credentials, security findings, or unredacted logs to Public LLMs.

(iv) Allowing any model provider to use UPED data for training, fine-tuning, evaluation, or model improvement.

(v) Cross-border transfer of Sensitive Data for any LLM use.

32.6.10 **Prior Approval:** Before enabling any LLM capability, the MSP shall submit to UPED a Data Protection Impact Assessment (DPIA), threat model, architecture/data-flow diagrams, model cards/specifications, guardrails/filters, redaction strategy, and the LLM Register entry for approval.

32.6.11 **Audit:** The MSP shall support periodic audits (including by CERT-In empanelled auditors where applicable) of LLM controls. On written request, MSP shall furnish evidence (configuration exports, logs, retention/training settings, tenancy proofs) within forty-eight (48) hours.

32.6.12 **Guardrails & Disclaimers:** The MSP shall implement content-safety guardrails to prevent models from generating legal/policy interpretations contrary to law or UPED policy and shall display UPED-approved disclaimers in the LLM interface.

32.6.13 Any suspected or confirmed transmission of Sensitive Data to a Public LLM API, or breach of this Clause, constitutes a Severity-1 (S1) Security Incident under the SLA. The MSP shall

(i) notify UPED within one (1) hour of detection;

(ii) immediately contain, revoke credentials/tokens, and prevent recurrence;

(iii) seek deletion/purge at the provider to the extent technically/contractually possible; and

(iv) deliver a root-cause analysis with corrective/preventive actions within five (5) business days.

32.6.14 The MSP shall bear commercially reasonable remediation costs (investigation, hardening, and re-testing).

32.6.15 Upon UPED's request and, in any event, prior to project closure and as part of Exit Management, the MSP shall promptly deliver to UPED:

(i) all data generated, collected, received, processed, created, stored, transmitted, or otherwise handled in connection with the Services; and

(ii) Solution Artefacts created or generated as applicable to the Scope of Work, including without limitation:

- datasets (raw, curated, processed, engineered features, labels/annotations, gold sets, training/validation/test/synthetic datasets, feature stores), data dictionaries, schemas, lineage and quality rules;
- AI/ML assets (prompts, prompt libraries, embeddings/vector indices, model cards, hyperparameters, checkpoints, evaluation metrics/reports, fine tuned/trained models and associated weights, inference graphs);
- code and automation (scripts, notebooks, ETL/ELT jobs, data/model pipelines, orchestration/DAGs, APIs, microservices, CLI/SDK utilities), infrastructure as code, CI/CD and deployment manifests;
- configuration and content (application/config files, connectors, adapters, transformations, dashboards, reports, visualizations, templates), use case documentation (business rules, acceptance criteria, annotation guidelines, playbooks, SOPs/runbooks);

- operations and security artefacts (monitoring/alerting dashboards, policies, roles, access control lists, audit/log export configurations); and
- environment snapshots where feasible (container images, VM templates), dependency manifests, and version inventories.

32.6.16 The MSP shall also hand over admin credentials, tokens, keys, and secrets necessary for UPED to operate the handed over artefacts (or rotate them to UPED controlled KMS/secret stores).

32.6.17 Format and Quality. Deliveries shall be in mutually agreed, industry standard, open, machine readable formats (as applicable), accompanied by a comprehensive inventory, read me/operational documentation, version history, and checksums/hashes sufficient to verify completeness and integrity.

32.6.18 Each delivery will be subject to UPED's verification and acceptance against the inventory and integrity checks. Deficiencies shall be remedied by the MSP at no additional cost within [7] Business Days of notice.

32.7 Taxes, and duties

32.7.1 The MSP shall be solely responsible for payment of all taxes, duties, levies, surcharges, cess and other statutory charges applicable under Central, State or Local laws, in connection with the performance of services under this Contract. All prices quoted by the MSP shall be exclusive of GST, and GST shall be payable by UPED as per applicable law.

32.7.2 Any increase in applicable taxes, duties or levies (other than GST) during the Contract Period shall be borne by the MSP alone. Any decrease shall be passed on entirely to UPED.

32.7.3 UPED shall be entitled to deduct statutory withholding taxes from amounts payable to the MSP, as per prevailing laws.

32.8 Dispute Resolution; Governing Law

32.8.1 Amicable Resolution: In the event of any dispute, difference, or claim arising between UPED and the MSP relating to this Contract, both Parties shall first attempt to resolve the matter through good-faith negotiations within 30 days.

32.8.2 Arbitration: If the Parties are unable to resolve the dispute amicably, the matter shall be referred to arbitration in accordance with the Arbitration and Conciliation Act, 1996 and amendments thereto.

32.8.3 The arbitration tribunal shall consist of a sole arbitrator, appointed mutually by UPED and the MSP. If no agreement is reached within 30 days, the arbitrator shall be appointed in accordance with statutory provisions.

32.8.4 The seat and venue of arbitration shall be Lucknow, Uttar Pradesh. Proceedings shall be conducted in English. The arbitrator's award shall be final and binding on both Parties.

32.8.5 Governing Law & Jurisdiction: This Contract shall be governed by and construed in accordance with the laws of India.

32.8.6 All matters arising out of this Contract shall fall under the exclusive jurisdiction of the Courts in Lucknow, Uttar Pradesh.

SECTION IV – FORMS, FORMATS & ANNEXURES

33 Proposal Submission Form

To,
Excise Commissioner,
Office of Excise Commissioner, Uttar Pradesh,
Lucknow-226001

Subject: e-Bid in response to RFP Reference №: DA-BA/002 dated DD/MM/2026

Dear Sir,

Having examined the said RFP document, we, the undersigned, herewith submit our response to your RFP for the captioned assignment, in full conformity with the said RFP document and our Technical Proposal (Bid).

1. Our proposal shall be binding upon us subject to the modifications resulting from contract negotiations, up to expiration of the validity period of the proposal.
2. We would like to declare that we the Bidder (of this RFP) Company or any of its associated companies/Firm/society or any entity do not have any business interest association or link in any manner with the Excise department.
3. We would like to declare that we are not involved in litigation with, and we are not under a declaration of ineligibility by, any Central/State/UT Government in India for corrupt or fraudulent practices.
4. We hereby declare that we have not been blacklisted by any State/Central/UT Government Deptt/Organization/ Institution.
5. We declare that we have not been charged with any fraudulent activities by any Central/State/UT Government Deptt. /Organization/Institution.
6. We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will indulge in bribery or any prohibited acts and behavior and we shall be responsible for any such acts.
7. We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely “Prevention of Corruption Act, 1988.”
8. We understand that Department of Excise, U.P. is not bound to accept any or all bids received in response to this RFP.
9. We agree to abide by all the terms and conditions mentioned in the Request for Proposal for selection of firm against this RFP.
10. We agree to abide by all the terms and conditions of this RFP and also all the terms and conditions of the Contract that will be issued by Uttar Pradesh Excise Department. in case we are selected against this RFP by Uttar Pradesh Excise Department.

Yours Sincerely

Signature
Name and Title of Authorised Signatory
Seal of Company/ Firm

34 Self-declaration for the bidder being "Not Blacklisted"

(A notarized affidavit on stamp paper of ₹ 100.00 by the authorized signatory of the bidder)

Date: _ _/_ _/2026

To,

Excise Commissioner,
Uttar Pradesh Excise Department,
Government of Uttar Pradesh,
12, Rana Pratap Marg, Lucknow,
Uttar Pradesh – 226 001

Subject: Self-Declaration for the bidder being "Not Blacklisted"

Reference: e-Bid in response to RFP Reference №: DA-BA/002 dated DD/MM/2026

Respected Sir.

I/We, being the Owner/Partner/Director/Authorised Signatory of ____________________, hereby solemnly declare that, in response to the above-referenced Request for Proposal (RFP) and at the time of submission of our bid and during the past three (3) years, our Company/Firm ____________________:

A. has duly fulfilled its obligations relating to payment of all applicable taxes payable to the Union Government, State Government, or any local authority, as applicable;
B. has not been declared ineligible, blacklisted, or debarred for corrupt or fraudulent practices, either indefinitely or for any specified period, by any Central Government, State Government, Public Sector Undertaking (PSU), Union Territory, or any other procuring entity;
C. has not, and its directors or officers have not, been convicted of any criminal offence relating to professional conduct or for making false statements or misrepresentations regarding qualifications to enter into a procurement contract, nor have they been otherwise disqualified pursuant to any debarment proceedings;
D. is not insolvent, under receivership, bankrupt, or being wound up; does not have its affairs administered by any court or judicial authority; does not have its business activities suspended; and is not subject to legal proceedings for any of the foregoing reasons; and

I/We further declare that if any part of this declaration is found to be incorrect or false, then, without prejudice to any other action that may be taken under the applicable Act, Rules, or provisions prescribed by the Government of Uttar Pradesh, our bid/proposal, to the extent accepted, may be rejected or cancelled.

Thanking you,

(Signature)
Name & Designation of
the authorized/nominated
representative of the applicant
signing this form
Date:
Place:

35 Technical proposal Submission Form

36 Proposed Manpower Resources

37 Details of CSP Infra and Services To be Hired

38 Authorization Certificate for Applicant’s Representative

39 Turnover & Contact Details of Applicant

40 Relevant experience

41 Financial Bid Submission Form

To,
Excise Commissioner,
Office of Excise Commissioner, Uttar Pradesh,
Lucknow-226001

Subject: e-Bid in response to RFP Reference №: DA-BA/002 dated DD/MM/2026

Dear Sir,

We are pleased to submit our Financial bid in response to RFP Reference №: DA-BA/002 dated MM/DD/2026.

We hereby declare that our Financial Proposal is unconditional in all respects.

SN	Items	Cost for installation/ implementation (One-time)			Manpower fee for implementation upto Go-live	
		Unit Cost	Number of Units	Total Cost	Monthly fee	Total fee
(i)	Comprehensive Data Integration and Management					
(ii)	Advanced Analytics & Reporting with dynamic and interactive dashboards.					
(iii)	Predictive and Prescriptive Models & AI-Driven Insights.					
(iv)	Gen AI Chatbot					
(v)	Voice and text based Generative Business Intelligence					
(vi)	Simulator					
(vii)	Cloud storage and services					
(viii)	Annual Maintenance Contract for 12 months					
(ix)	Vulnerability Assessment and Penetration Test					
(x)	Manpower resources - PM					
(xi)	Manpower resources – SME					
(xii)	Manpower resources –BI Developer					
(xiii)	Manpower resources – Data Scientist					
	Grand Total of all costs & fees for implementation upto Go-live					

Note: Costs are exclusive of Taxes

Yours Sincerely

Signature
Name and Title of Authorised Signatory
Seal of Company/ Firm