

REQUEST FOR PROPOSAL

For

Providing Bid Process Management services

to

**Uttar Pradesh New & Renewable Energy Development
Agency**

in

**Selection of developer for setting up of
Solar Power Projects**

in

Uttar Pradesh

(Through competitive bidding)

RFP NO.:01 /UPNEDA/BPM/2018, dated:17.12.2018

Issued By:

**Uttar Pradesh New and Renewable Energy Development Agency, (UPNEDA)
(Dept. of Additional Sources of Energy, Govt. of U.P.)
Vibhuti Khand, Gomti Nagar, Lucknow-226010
Mobile No.9415609019, TeleFax: 0522-2720779, 2720829
Website:www.upneda.org.in E-Mail: compneda@rediffmail.com**

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RFP Notice

Uttar Pradesh New and Renewable Energy Development Agency, (UPNEDA)

(Deptt. of Additional Sources of Energy, Govt. of U.P.)

Vibhuti Khand, Gomti Nagar, Lucknow U P

Mob No. +919415609019, Tele Fax: 0522-2720779, 2720829

Website: www.upneda.org.in E-Mail: compneda@rediffmail.com

UPNEDA invites Online Bids (e-tenders) from prospective consultancy firms for providing bid Process Management services in Selection of developers for setting up of Solar Power Projects in Uttar Pradesh as per the details given in RFP document. The RFP document is available at e-Procurement website <http://etender.up.nic.in> and UP Electronics Corporation's website www.uplc.in from 19-12-2018. Interested bidders may view, download the e-tender document, seek clarification and submit their e-tender online up to the date and time mentioned in the table below:

	RFP No	01 /UPNEDA/BPM/2018, dated: 17.12.2018
	Fee of RFP Document	Rs 25000+18% GST =Rs 29500/-
	Earnest Money	Rs -50000
(a)	Availability of RFP document on website	19.12.2018 at e-Procurement web site http://etender.up.nic.in and www.uplc.in
(b)	Pre Bid Conference	3.01.2019 at 11.30 a.m
(c)	e-tender submission end date & Time	9.01.2019 up to 06.00 PM
(d)	Online technical e-tender opening date & time	10.1.2019 at 12.30 PM
(e)	Online financial e-tender opening date & time (Only of technically qualified bidders)	15.01.2019 at 1.00 PM
(f)	Venue of opening of technical & financial e-tenders	UPNEDA Head Office, Vibhuti Khand, Gomti Nagar, Lucknow-226010

The companies/firms who are registered at e-Procurement portal for e-tendering with U.P. Electronics Corporation Ltd. (UPLC), 10, Ashok Marg, Lucknow (UP) would only be eligible for participating in this e-tender. All companies/firms who have not registered themselves with UPLC for e-tendering till date can get their registration done. The companies/firms may contact U.P. Electronics Corporation Ltd. (UPLC), 10, Ashok Marg, Lucknow (UP) for their Registration. The bidders need to submit the proof/cost of e-tender document fees and EMD as stated in the above table through Demand Draft as bid documents fees and bank guarantee as EMD in favour of Director Uttar Pradesh New and Renewable Energy Development Agency (UPNEDA), payable at LUCKNOW. The scanned copy of the Demand Draft and Bank guarantee must be enclosed along with the e-tenders. The original Demand Draft and bank guarantee along with the hard copy of the blank document with enclosures duly signed by bidders must reach the office of UPNEDA at Vibhuti Khand, Gomti Nagar Lucknow before opening date and time of technical e-tender failing which, tender shall not be considered. Director, Uttar Pradesh New and Renewable Energy Development Agency, (UPNEDA) reserves the right to reject any or all tenders without assigning any reason thereof. The decision of Director UPNEDA will be final and binding.

**Director
UPNEDA**

DISCLAIMER

The information contained in this Expression of Interest document “**RFP**” or subsequently provided to Bidders, whether verbally or in documentary or any other form by or on behalf of UPNEDA or any of their employees or advisers, is provided to Bidders on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by UPNEDA to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Offers pursuant to this RFP. This RFP includes Statements, which reflect various assumptions and assessments arrived at by UPNEDA in relation to the providing consultancy services. Such assumptions, assessments and Statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for UPNEDA, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP. The assumptions, assessments, Statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Bidders is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative Statement of law. UPNEDA accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

UPNEDA, its employees and advisers make no representation or warranty and shall have no liability to any person including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, Statement or information contained therein or deemed to form part of this RFP or arising in any way in this Selection Process.

UPNEDA also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Bidder upon the Statements contained in this RFP. UPNEDA may in its absolute discretion, but without being under

any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP.

The issue of this RFP does not imply that UPNEDA is bound to select an Bidder or to appoint the Selected Bidder, as the case may be, for providing consultancy services and UPNEDA reserves the right to reject all or any of the Offers without assigning any reasons whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Offer including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by UPNEDA or any other costs incurred in connection with or relating to its Offer. All such costs and expenses will remain with the Bidder and UPNEDA shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Bidder in preparation for submission of the Offer, regardless of the conduct or outcome of the Selection Process.

2. Covering Letter:

FROM:-

(Full name and address of the Bidder)

.....
.....

To:

The Director,
Uttar Pradesh New and Renewable Energy
Development Agency (UPNEDA)
VibhutiKhand, Gomti Nagar, Lucknow- U. P.

Subject: - Offer in response to e- **RFP NO.:****01 /UPNEDA/BPM/2018.**

Sir,

We hereby submit our offer in full compliance with terms & conditions of the above e-tender. A blank copy of the RFP document, duly signed on each page is also uploaded and submitted as a proof of our acceptance of all terms/ Conditions.

We confirm that, we have the capability for providing Bid Process Management services in Selection of developers for setting up of Solar Power Projects in Uttar Pradesh as per the details given in RFP document.(Supporting document in proof of capability should be attached)

The e- tender is to be uploaded in two separate files named Part-A for technical bid & Part-B for Financial Bid only.

(Signature of Bidder)
With Seal

3.List of Annexure

(The following information/documents are to be annexed and flagged by the Bidders along with the BID)

S.No	Annexure No	Particulars	Yes/No Flag No
1	Annexure-I	Cost of RFP Document (Rs 25900)	
2	Annexure-II	Bid Security (Rs 50000)	
	Annexure -III	Certificate of Incorporation	
	Annexure-IV (a)	Experience of minimum 5 years in utility scale Grid connected Renewable/conventional Power sector with focus on competitive bidding process, planning, feasibility studies, reforms etc. Documentary proof to be enclosed	
3	Annexure-IV (b)	<u>Experience</u> - of successfully handling 01 Consultancy/bid process management services in last five years for competitive bidding process related to selection of developer for Utility Scale Grid connected Solar Power Projects.(Documentary proof to be enclosed. as Work completion certificate / In case of On-going assignment–bid evaluation, PPA signing and Filing of Petition in SERC stage completion certificate or Proof in form of payment received with copy of contract agreement /contract closure certificate to be enclosed) Documentary proof to be enclosed	
4	Annexure-V	Copy of GST registration certificate	
5	Annexure-VI	Avg. Turn Over of last three years – Certified by CA	
6	Annexure-VI I	Technical format T1-to T6	
7	Annexure-VIII	CV of Key personals:- 1. Team Leader 2.Financial Manager 3.Technical & Procurement related to Power sector 4.Policy & Regulatory specialist	
8	Annexure IX	Methodology of work	

* Please flag the annexure and write flag number in the box.

Note:- RFP received without supporting documents for the various requirements mentioned in the RFP document may be rejected.

(Signature of Bidder)
With Seal

Particulars of RFP

1.	e-tender no.	01/UPNEDA/BPM/2018 dated 17.12.2018
2.	Particulars of the work	Consultancy for providing Bid Process Management services in Selection of developers for setting up of Solar Power Projects in Uttar Pradesh
3.	Period of work	24 months
4.	Last date and time of uploading of e-tender on NIC website	09.1.2019 upto 6.00 PM
5.	Period of validity of rates for acceptance	6 months from RfP Offer due date
6.	Date and Time of opening of e-tender (Technical bid.)	10.01.2019 at 12.30 PM
7.	Date and Time of opening of e-tender (Financial bid.)	15.01.2019 at 1.00 PM
8	Place of opening of e-tender	UPNEDA, Head Office, Vibhuti Khand, Gomti Nagar, Lucknow, Uttar Pradesh.

- Bidders are advised to study the RFP Document carefully. Submission of e-tender against this RFP document shall be deemed to have been done after careful study and examination of the procedures, terms and conditions of the RFP Document with full understanding of its implications.
- The e-tender prepared in accordance with the procedures enumerated in ITB Clause 15 of Section-I should be submitted through e-Procurement website <http://etender.up.nic.in>.
- The e-tenders will be electronically opened in the presence of bidder's representatives, who choose to attend at the venue, date and time mentioned in the above table. An authority letter of bidder's representative will be required to be produced.
- In the event of date specified for e-tenders opening being declared a holiday for UPNEDA's office then the due date for opening of e-tenders shall be the following working day at the appointed time and place.
- All the required documents including Price Schedule/BOQ should be uploaded by the bidder electronically in the PDF/XLS format. The required electronic documents for each document label of Technical (Fee details, Qualification details, e-tender Form and Technical Specification details) schedules/packets can be clubbed together to make single different files for each label. All the enclosures should be scanned and uploaded with bid.
- The companies/firms who are registered at e-Procurement portal for e-tendering with U.P. Electronics Corporation Ltd. (UPLC), 10, Ashok Marg, Lucknow (UP) would only be eligible for participating in this e-RFP. All companies/firms who have not registered themselves with UPLC for e-tendering till date can get their registration done. The companies/firms may contact the UPLC officials on phone numbers 0522-2286809, 0522-2288750 (O) 0522-4130303 (Extn: 303, 304 & 307), for their Registration/Digital Signature Certificate related queries.

(Signature of Bidder)
With Seal

GENERAL PARTICULARS OF BIDDER

1	Name of Bidder	
2	Postal Address	
3	Mobile no.	
4	Telephone, Telex, Fax No	
5	E-mail	
6	Web site	
7	Name, designation and Mobile Phone No. of the representative of the Bidder to whom all references shall be made	
8	Have the Bidder ever been debarred By any Govt. Deptt./ Govt Undertaking for undertaking any work?	
9	Details of offer (please mention number of pages and number of charts /tables in the hard copy)	
10	Reference of any other information attached by the tenderer (please Mention no. of pages & no. of charts/tables	

(Signature of Bidder)
with Seal

Section- 6. INTRODUCTION

1. Background

State Solar Energy Policy -2017 has been declared in December 2017 . Uttar Pradesh New & Renewable Energy Development Agency (UPNEDA) a registered society under the Department of Additional Source of Energy Govt. of U.P. is the nodal agency for implementation of the State Solar Power Policy 2017 .Under the State Solar Power Policy -2017 total 10700 MW capacity of Grid connected Solar Power projects are targeted for implementation till 2022. Of the total targeted capacity, utility scale Ground mounted Solar Power Projects proposed are 6400 MW. In the first year of policy implementation 1000 MW have been bid out and allocated for sale of power to UPPCL. It is proposed to bid out in phases about 2500 MW capacity of Utility Scale Standalone Grid connected Ground Mounted Solar PV Power Projects to be installed in the State for sale of power to UPPCL. UPNEDA as the authorised representative of Procurer is responsible for selection of project developers through bidding.

2. Request for Proposal Process

UPNEDA invites Request for Proposal (**RFP**) for selection of a Consultant for providing Bid Process Management services in Selection of developers for setting up of Solar Power Projects in Uttar Pradesh.

2.1 Due diligence by Bidders

- (a) Bidders are encouraged to inform themselves fully about the assignment and the details of development of utility scale Solar Power Plant for sale of Power to distribution licensee under the U.P Solar Energy Policy -2017, Guidelines for Tariff Based Competitive Bidding Process for Procurement of Power from Grid Connected Solar PV Power Projects issued by Ministry of Power as well as UPERC's relevant Regulations

2.2 Procurement of RFP document

RFP document may be downloaded from the e-procurement website <http://etender.up.nic.in> and UP Electronics Corporation's website www.uplc.in. Cost of RFP document is Rs.25000 /-+ 18% GST = Rs 29500/- (Rs. Twenty nine thousand and five hundred only) inclusive of all taxes in the form of Demand Draft issued, in favour of Director UPNEDA, payable at Lucknow to be enclosed with the RFP document on submission.

2.3 Validity of the Offer

The offer shall be valid for a period of not less than 180 days from the RFP offer due date .

2.4 Brief description of the Selection Process

A two stage selection process will be adopted in evaluating the Offers. UPNEDA will adopt a QCBS (Quality Cum Cost Based Selection) for evaluating technical and financial bids.

2.5 Currency conversion rate and payment

All payments to the Consultant shall be made in INR in accordance with the provisions of this RFP.

2.6 Communications

All communications including the submission of hard copy of offer should be addressed to:

Director,
Uttar Pradesh New & Renewable Energy Development Agency,
Vibhuti Khand, Gomti Nagar, Lucknow
Phone: 0522-2720652
Fax: 0522-2720779
Email: compneda@rediffmail.com
Website: www.upneda.org.in

2.7 Instructions to Bidders

The Bidder is expected to examine all instructions, forms, terms as mentioned in the RFP document. Failure to furnish all information required in the RFP documents or submission of a bid not substantially responsive to the Bid Document in every respect will be at the Bidder's risk and is likely to result in out-right rejection of the e-tender .

2.8. Scope of Offer

2.8.1. Detailed description of the objectives, scope of services, deliverables and other requirements relating to this Consultancy are specified in this RFP. The manner in which the Offer is required to be submitted, evaluated and accepted is explained in this RFP.

2.8.2 Bidders are advised that the selection of Consultant shall be on the basis of an evaluation done by the UPNEDA, through the Selection Process/evaluation as specified in this RFP document. Bidder shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that the UPNEDA's decisions are without any right of appeal whatsoever.

2.8.3 The Bidder shall submit its Offer in the form and manner specified in this RFP. The Technical Offer shall be submitted/uploaded in the form at Appendix-I and the Financial Offer shall be submitted/uploaded in the form at Appendix-II. Upon selection, the bidder

shall be required to enter into an agreement with the UPNEDA.

2.8.4 The bidder is advised to visit and examine the location, surroundings, climate, applicable laws and regulations, and obtain for itself on its own responsibility all information, as per their understanding, may be necessary for preparing the Bid and entering into the Contract Agreement. All the expenses of visiting the Site and its associated costs shall be borne by the Bidder.

2.9 Clarifications and Pre-Bid Meeting

Pre-Bid Meeting:

The Bidder(s) or their authorized representative(s) is / are invited to attend pre-Bid meeting. UPNEDA will make all efforts to respond to the queries during the Pre-Bid Meeting to be held on 03.01.2019 at 11.30 am at UPNEDA Office, Lucknow.

The purpose of the pre-bid meeting will be to clarify any issues regarding the RFP, including in particular, issues raised in writing by the Bidders.

A compiled list of questionnaire and UPNEDA's response will be uploaded on the website of UPNEDA for information of all concerned in www.upneda.org.in. All are requested to remain updated with the website. No separate reply/ intimation will be given elsewhere.

Enquiries/clarifications may be sought by the Bidder from:

Director,
Uttar Pradesh New & Renewable Energy Development Agency,
VibhutiKhand, Gomti Nagar, Lucknow
Phone: 0522-2720652
Fax: 0522-2720779, 2720829
Email: compneda@rediffmail.com or ho_nmk@rediffmail.com
Website: www.upneda.org.in

UPNEDA is not under any obligation to entertain or respond to suggestions made or to incorporate modifications sought for.

3.0 Essential Eligibility Criteria

- (i) The Applicant may be a private entity, government owned entity or any combination of them with a formal intent to enter into an agreement. Copy of certificate of incorporation to be enclosed. A joint bid/consortium/sub-consultant is not allowed .
- (ii) The Applicant should have adequate consultancy experience of minimum 5 years in Grid connected Renewable/conventional Power sector with focus on competitive bidding process, planning, feasibility studies, reforms etc. (Documentary **proof to be enclosed** as Work

completion certificate/ Proof in form of payment received with copy of contract agreement /contract closure certificate.)

(iii) The Applicant should have successfully handled at least 01 Consultancy/bid process management services in last five years for competitive bidding process related to selection of developer for Utility Scale Grid connected Solar Power Projects. (**Documentary proof to be enclosed.** as Work completion certificate / In case of On-going assignment–bid evaluation, PPA Signing and Filing of Petition in SERC stage completion certificate or Proof in form of payment received with copy of contract agreement /contract closure certificate to be enclosed)

(iv) The Applicant should have an average turnover of Rs. 10crore (Rupees Ten crore) for last 3 consecutive years (2017-18, 2016-17, 2015-16)

(v) Copy of provincial GST registration certificate.

(A summarized sheet of turnover of last three years with average turnover for the year mentioned above certified by registered CA should be compulsorily attached. Bids with audited balance sheets copy enclosed without certificate attached will be rejected)

Documentary evidence for the above should be compulsorily enclosed. Bids not having the supporting documents for the above will be rejected.

4.0. Conflict of Interest

A Bidder shall not have a conflict of interest that may affect the Selection Process or the Consultancy services. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the UPNEDA shall forfeit and appropriate the Bid Security as mutually agreed genuine pre-estimated compensation and damages payable to the UPNEDA for, inter alia, the time, cost and effort of the UPNEDA including consideration of such Bidder's Offer, without prejudice to any other right or remedy that may be available to the UPNEDA hereunder or otherwise.

UPNEDA requires that the Consultant provides professional, objective, and impartial advice and at all times hold UPNEDA's interests paramount, avoids conflicts with other assignments or its own corporate interests, and acts without any consideration for future work. The Consultant shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other employers, or that may place it in a position of not being able to carry out the assignment in the best interests of UPNEDA.

Some guiding principles for identifying and addressing Conflicts of Interest have been illustrated in below:

- i. a constituent of any Bidder is also a constituent of another Bidder; or
- ii. such Bidder receives or has received any direct or indirect subsidy from any other Bidder; or
- iii. such Bidder has a relationship with another Bidder, directly or through common third parties, that puts them in a position to have access to each other's information about, or to influence the Application of either or each of the other Bidder; or
- iv. If there is a conflict among this and other consulting assignments of the Consultant (including its personnel and sub-Consultant) and any subsidiaries or entities controlled by such Consultant or having common controlling shareholders, the duties of the Consultant depend on the circumstances of each case. While providing Consultancy services to the UPNEDA for this particular assignment, the Consultant shall not take up any assignment that by its nature will result in conflict with the present assignment; or
- v. a firm which has been engaged by UPNEDA to provide goods or works for a project and its Associates, will be disqualified from providing consulting services for the same project; conversely, a firm hired to provide consulting services for the preparation of implementation of a project, and its Members or Associates, will be disqualified from subsequently providing goods or works or services related to the same project; or
- vi. the Bidder, its Member or Associate (or any constituent thereof) and the Concessionaire, its contractor(s) or sub-contractor(s) (or any constituent thereof) have common controlling shareholders or other ownership interest;
- vii. An Bidder eventually appointed to provide Consultancy services for this Project, as well as any of its Associates, shall be disqualified from subsequently providing goods or works or services related to the construction and execution of the same Project and any breach of this obligation shall be construed as Conflict of Interest.

5. Number of Offers

A Bidder is eligible to submit only one Application for the providing Consultancy services.

6.0 Cost of Offer

The Bidders shall be responsible for all of the costs associated with the preparation of their Offers and their participation in the Selection Process. UPNEDA will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Selection Process.

7.0 Acknowledgement by Bidder

It shall be deemed that by submitting the Offer, the Bidder has:

- (a) Made a complete and careful examination of the RFP;
- (b) Received all relevant information requested from the UPNEDA;
- (c) Acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the UPNEDA or relating to any of the RFP matters;
- (d) Satisfied itself about all matters, things and information herein above, necessary and required for submitting an informed Application and performance of all of its obligations there under;
- (e) Acknowledged that it does not have a Conflict of Interest; and
- (f) Agreed to be bound by the undertaking provided by it under and in terms hereof.

UPNEDA shall not be liable for any omission, mistake or error on the part of the Bidder in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP or the Selection Process, including any error or mistake therein or in any information or data given by the UPNEDA.

7.1 Right to reject any or all Offers

Notwithstanding anything contained in this RFP, the UPNEDA reserves the right to accept or reject any Offer and to annul the Selection Process and reject all Offers, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.

The UPNEDA reserves the right to reject any Offer if;

- (a) at any time, a material misrepresentation is made or uncovered, or
- (b) The Bidder does not provide, within the time specified by the UPNEDA, the supplemental information sought by the UPNEDA for evaluation of the Offer.

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

7.2 Contents of the RFP

This RFP comprises the Disclaimer set forth hereinabove, the contents as listed below and will additionally include any Addendum / Amendment issued in accordance with Clause 7.3.

7.3 Amendment of RFP

UPNEDA may, for any reason, whether at his own initiative or in response to a clarification requested by a particular Bidder, modify the RFP documents.

- (ii) The amendment will be notified on UPNEDA website and e-procurement website before the submission of the Bid and it will be binding on all the Bidders. Bidders are advised to regularly visit both the websites.
- (iii) In order to afford the Bidders a reasonable time for taking an amendment into account, or for any other reason, the UPNEDA may, in its sole discretion, extend the RFP Offer Due Date.

8 Preparation and Submission of Bid

8.1 Language

The RFP prepared by the Bidder and all correspondence and documents relating to the bid exchanged by the Bidder and UPNEDA shall be written in the English provided that any printed literature furnished by the Bidder may be written in another language so long as accompanied by an English translation of its pertinent passages in which case, for purpose of interpretation units of measurement shall be MKS system.

8.2 Format and signing of Offer

- (i) The Bid should be submitted online as stipulated in the RFP document.
- (ii) Any condition or any other stipulation contained in the Bid shall render the Bid liable to rejection as a non-responsive Bid. The complete Bid shall be without alterations, interlineations or erasures, except those to accord with instructions issued by the UPNEDA, or as necessary to correct errors made by the Bidder, in which case such corrections shall be initialled by the person or persons signing the Bid.
- (iii) The hard copy of Bid (except Financial Bid) along with enclosures and related documents as per following must reach at UPNEDA Head Office, Vibhuti Khand, Gomti Nagar, Lucknow before opening date and time of online Technical-Bid without which the online Bid of concern Bidder will not be opened.
- (iv) The e-tender prepared by the Bidder shall comprise the following components
 - (a) Covering letter as provided in e-tender document.
 - (b) General particulars of bidder, as provided in e-tender document.

- (c) Declaration by The Bidder, as provided in e-tender document
- (d) Details for Past Experience meeting Qualification Requirement in the prescribed Format as mentioned in the technical offer with Documentary evidence establishing that the bidder is eligible to bid and is qualified to provide the consultancy services if its bid is accepted.
- (e) Check list of Annexure as provided in e-tender document
- (f) Blank copy of the in e-tender document signed on each page, as a confirmation by the Bidder to accept all terms and conditions along with all necessary enclosures.
- (h) Authorization letter of the Bidder, for the person representing his Company/Firm/ Corporation, that he is authorized to discuss and with specific mention of this e-tender

8.3 Technical Offer

Bidders shall submit the technical Offer in the formats (T-1 to T-6) at Annexure-I (the “Technical Offer”). While submitting the Technical Offer, the Bidder shall, in particular, ensure that:

- a) A brief description of the firm and an outline of the relevant past experience on similar assignments related to Solar Power Projects in the format given in Form T-2, together with relevant documentary proof.
- b) A description of the manner in which Bidder would plan to execute the work viz. work plan, time schedule for the key staff proposed to be deployed for this assignment (in Form T-3) and approach/methodology proposed for carrying out the required work along with bar chart.
- c) The composition of the team of personnel which the Consultant would propose to provide with the details of name of the key personal, his area of expertise, position and the tasks and duration which would be assigned to each team member in Form T-4.

d) It is mandatory that the key personnel specifically Team leader who is deployed for this consultancy assignment shall not be replaced till the contract closure.

Curricula Vitae of the individual staff members to be assigned to the work and of the senior officer (Team leader) in the firm’s home office who would be responsible for supervision of the team. The curricula vitae should follow the attached Format -T-5.If any member of the team (except team leader) is being changed under any circumstances, the CV of that particular member should be submitted to UPNEDA.

- e) Undertaking that firm has never been barred by the Central / State Government in India, or any entity controlled by them, from participating in any projectas given in FormT-6.
- f) The Technical Offer shall not include any financial information relating to the financial offer.

Note: The bidder is required to make a presentation on the methodology it proposes to follow as mentioned in clause (b) on a suitable date and time as informed by UPNEDA for scores in the technical evaluation sheet

UPNEDA reserves the right to verify all Statements, information and documents, submitted by the Bidder in response to the RFP. Failure of the UPNEDA to undertake such verification shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the UPNEDA there under.

In case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of subsistence thereof, that one or more of the eligibility conditions have not been met by the Bidder or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Consultant either by issue of the LOI or entering into of the Agreement, and if the Bidder has already been issued the LOI or has entered into the Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the UPNEDA without the UPNEDA being liable in any manner whatsoever to the Bidder or Consultant, as the case may be.

In such an event, the UPNEDA shall forfeit and appropriate the Bid Security as mutually agreed pre-estimated compensation and damages payable to the UPNEDA for, inter alia, time, cost and effort of the UPNEDA, without prejudice to any other right or remedy that may be available to the UPNEDA.

8.4 Financial Offer

1. Bidder shall submit the financial offer on the appropriate financial bid schedule clearly indicating the total cost of providing consultancy services per bidding process as per scope of work mentioned in the RFP document in the Terms of Reference in both figures and words, in Indian Rupees, and signed by the Bidder's authorised signatory.

(2) In the event of any difference between figures and words, the amount indicated in words shall be taken into account. In the event of a difference between the arithmetic total and the total shown in the Financial Offer, the lower of the two shall be taken into account.

(3) While submitting the Financial Offer, the Bidder shall ensure the following:

i) All the costs associated with the assignment shall be included in the Financial Offer. These shall normally cover remuneration for all the Personnel (Expatriate and Resident, in the field, office etc.),

accommodation, air fare, equipment, printing of documents, etc. The total amount indicated in the Financial Offer shall be without any condition attached or subject to any assumption, and shall be final and binding. In case any assumption or condition is indicated in the Financial Offer, it shall be considered non-responsive and liable to be rejected.

ii) The Financial Offer shall take into account all expenses and tax liabilities except the service tax. For the avoidance of doubt, it is clarified that all taxes excluding GST shall be deemed to be included in the costs shown under different items of the Financial Offer. Further, all payments shall be subject to deduction of taxes at source as per applicable laws.

iii) Costs shall be expressed in INR.

8.5. UPLOADING OF e-tender

8.5.1 The bid shall be uploaded online as per guide lines of U.P Electronics Corporation Ltd. (UPLC), 10, Ashok Marg, Lucknow (UP).

8.5.2 The bid must be complete in all technical and commercial respect and should contain requisite certificate, drawings, informative literature etc. as required in the specification.

8.5.3 First part (PART-A) should contain technical details brochure literature etc. All parts of RFP documents except financial bid should be uploaded as per e-procurement mode in due date and time. Scanned copy of Requisite earnest money in the form of Bank Guarantee should be enclosed.

8.5.4 The Bidder should submit price bid in Second part. Second part (PART-B) should contain financial bid only should be uploaded as per e-procurement mode in due date and time. Anything in regard of financial condition, payment terms, rebate etc. mentioned in financial bid may make the bid invalid. Therefore, it is in the interest of the Bidder not to write anything extra in part-II except price.

8.5.5 The original copy of uploaded document i.e. First part (Part-1) is to be submitted by Post /courier/by hand to UPNEDA HQ before opening of Technical bid.

8.5.6 **EXPENSES OF AGREEMENT:** A formal agreement for duration of consultancy services shall be entered into between UPNEDA and the consultancy firm for the proper fulfillment of the contract. The expenses of completing and stamping of the agreement shall be paid by the successful bidder.

8.5.7 **DEADLINE FOR SUBMISSION OF BIDS:** Bids must be uploaded by the tenderer in the date; time and address specified in the e-RFP notice/ tender documents.

8.6 Late Offers

Offers received by the UPNEDA after the specified time on Offer Due Date shall not be eligible for consideration and shall be summarily rejected.

8.7 Withdrawal of Invitation to Bid

While the UPNEDA has floated this RFP and has requested Bidders to submit their proposals, the UPNEDA shall always be at the liberty to withdraw this invitation to Bid at any time before its acceptance.

8.8 Bid Security (Earnest Money)

8.8.1 The bidder shall furnish, as part of its bid, bid security of Rs. 50000 (Fifty thousand only) in the form of Bank guarantee issued by a nationalized bank or State Bank of India or any schedule Bank in India refer to those banks which are included in the 2nd schedule of Reserve Bank of India. The bank guarantee shall be valid for a period of 4 (Four) months from the opening of technical bid. Format enclosed.

8.8.2 Any bid not secured with the tender fee and earnest money will be rejected by the UPNEDA as non responsive.

8.8.3 No Interest shall be payable on the amount of earnest money. The same will be released after the e-tenders have been decided, to those Bidders who fail to get the contract.

8.8.4 The e-tender security (earnest money) may be forfeited:

a) If a bidder withdraws its e-tender during the period of e-tender validity specified by the Bidder in the e-tender.

8.8.5 EMD of successful bidder shall only be released after signing of agreement and submission of 10% Security bank guarantee.

9. e-tender Opening and Evaluation

9.1 OPENING OF e-tender

The procedure of opening of the e-tender shall be as under:

9.1.1 First part (PART-A) uploaded having e-tender specification no. and super scribed as “**Technical bid**” shall be opened at the time and date mentioned in the e-tender notice by UPNEDA’s representatives in the presence of Bidders, who choose to be present.

9.1.2 Second part (PART-B) containing Financial Bid shall be opened (after clarifications and establishing technical suitability of the offer) as per schedule. Second part of only those

Bidders shall be opened whose first part (PART-A) shall be found commercially clear and technically suitable obtaining minimum 70 marks.

9.2 CLARIFICATION OF e-tender

9.2.1 To assist in the examination, evaluation and comparison of bids the UPNEDA may at its discretion ask the bidder for a clarification of its bid. The request for clarification and the response shall be in writing

9.3 UPNEDA reserves the right to interpret the Bid submitted by the Bidder in accordance with the provisions of this document and make its own judgment regarding the interpretation of the same. In this regard UPNEDA shall have no liability towards any Bidder and no Bidder shall have any recourse to UPNEDA with respect to the selection process. UPNEDA shall evaluate the Bids using the evaluation process specified in this document or as amended, at its sole discretion. UPNEDA's decision in this regard shall be final and binding on the Bidders.

9.3 Evaluation

The Offers are proposed to be evaluated based on Quality Cum Cost Based Selection (QCBS) methodology as mentioned in the selection process.

1. Technical Evaluation

First the Technical Bids shall be opened and evaluated.

Only those Bidders whose Technical bids evaluated based on the essential eligibility criteria and as that mentioned below get a score of minimum 70 marks or more, out of 100 shall qualify for further consideration, and shall be ranked from highest to the lowest on the basis of their technical score (S_t).

- b) The bidder is required to make a presentation on the methodology**, description of the manner in which Bidder would plan to execute the work viz. work plan, time schedule for the key staff proposed to be deployed for this assignment and approach/methodology proposed for carrying out the required work along with bar chart timeline **it proposes to follow during the consultancy period.**
- c) The rectifiable discrepancies in the Technical Bid, if any would have to be corrected by the Bidder within a period of seven (7) days of the intimation given to them failing which Financial Bid would not be opened even if the Bidder has passed the technical evaluation.
- d) All the applicants whose offers are found to be responsive shall be considered for technical evaluation based on the Criteria as stipulated below (Minimum marks 70):

S.No.	Particulars	Score
1	Firm's Experience (A+B)	40
A	Competitive Tariff based bidding process related to selection of developer for Utility Scale Grid connected Solar Power Projects.	
	≥3 Nos.	25
	≥1 Nos.	15
B	Competitive bidding process for Grid connected Renewable Energy/conventional Power Projects	
	≥5 Nos.	15
	≥1 Nos.	10
2	Key Personnel(A+B+C)	40
A	Team Leader –experience in similar power sector assignments, more than 5 Yrs	15
	01 -5 Yrs	10
B	Power Sector Technical/Procurement specialist experience	
	more than 3Yrs	15
	01 -3 Yrs	10
C	Power Sector Policy & Regulatory Specialist experience	
	more than 3Yrs	10
	01 -3 Yrs	5
3	Financial Capability of the Consultant	
A	Avg. Annual Turnover from consultancy services in last 3 Years >20Crores	10
	Avg. Annual Turnover from consultancy services in last 3 Years >10Crores	5
4	Presentation on Technical Proposal & Approach & Methodology	10

2. Financial Evaluation

Financial Bid of Technically qualified Bidders shall be opened. For financial evaluation, the QCBS Process will be followed.

(a) UPNEDA will determine whether Financial offers are complete, and unconditional.

- (b) The cost indicated in the Financial Offer shall be deemed as final and reflecting the total cost of services per successful bidding process. Omissions, if any, in costing of any item shall not entitle the firm to be compensated and the liability to fulfill its obligations as per the TOR within the total quoted price shall be that of the Consultant.
- (c) Each Financial bid will be assigned a financial score (SF).
- (d) For financial evaluation, the total cost of Services quoted in the financial bid, will be considered.
- (e) Under QCBS proposal, the **technical proposals will be allotted weightage (T) of 80%** while the **financial proposals will be allotted weightage (P) of 20%**.
- (ii) Proposal with the **lowest cost (F_m)** will be given a **financial score of 100** and financial scores (S_f) of other offers/bids will be calculated with the formula, **$S_f = 100 * F_m / F$** in which S_f is the financial score, F_m is the lowest quoted cost and F is the quoted cost of the offer/bid under consideration.
- (iii) The **total combined score (H)**, both **technical score (S_t)** and **financial score (S_f)**, shall be obtained by weighing the quality and cost scores and adding them up as **$H = S_t * T + S_f * P$** . On the basis of the combined weighted score for quality and cost, the bidder /bidders shall be ranked in terms of the total score obtained. The bid obtaining the highest total combined score in evaluation of quality and cost will be ranked as H-1 followed by the bids securing lesser marks as H-2, H-3 etc. The proposal securing the highest combined marks and ranked H-1 shall be selected by UPNEDA.
- (g) UPNEDA reserves the right to reject any Offer which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the UPNEDA in respect of such Offers.

9.4 Confidentiality

Information relating to the examination, clarification, evaluation, and recommendation for the selection of Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional adviser advising UPNEDA in relation to or matters arising out of, or concerning the Selection Process. UPNEDA will treat all information, submitted as part of the Offer, in confidence and will require all those who have access to such material to treat the same in confidence. UPNEDA may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/or UPNEDA.

9.5 Fraud and Corrupt Practices

The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained

in this RFP, UPNEDA shall reject an Offer without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the “**Prohibited Practices**”) in the Selection Process. In such an event, the UPNEDA shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to UPNEDA for, inter alia, time, cost and effort of UPNEDA, in regard to the RFP, including consideration and evaluation of such Bidder’s Offer.

9.5.1 Without prejudice to the rights of the UPNEDA under **Clause-3.7** hereinabove and the rights and remedies which UPNEDA may have under the LOI or the Agreement, if an Bidder or Consultant , as the case may be, is found by UPNEDA to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOI or the execution of the Agreement, such Bidder or Consultant shall not be eligible to participate in any tender or RFP issued by UPNEDA during a period of 2 (two) years from the date such Bidder or Consultant, as the case may be, is found by UPNEDA to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

9.5.2 For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:

(i)“corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the UPNEDA who is or has been associated in any manner, directly or indirectly with the Selection. Process or the LOI or has dealt with matters concerning the Agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of UPNEDA, shall be deemed to constitute influencing the actions of a person connected with the Selection Process; or (ii) engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOI or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOI or the Agreement, who at any time has been or is a legal, financial or technical consultant / adviser of UPNEDA in relation to any matter

concerning the Project;

(ii) “fraudulent practice” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;

(iii) “Coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the Selection Process;

(iv) “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by the UPNEDA with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and

(v) “Restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.

10. Miscellaneous

10.1 The Selection Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Lucknow shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.

10.3 UPNEDA, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:

(a) Suspend and/or cancel the Selection Process and/or amend and/or supplement the Selection Process or modify the dates or other terms and conditions relating thereto; consult with any Bidder in order to receive clarification or further information;

(b) Retain any information and/or evidence submitted to UPNEDA by, on behalf of and/or in relation to any Bidder; and/or

(c) Independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Bidder.

10.4 It shall be deemed that by submitting the Offer, the Bidder agrees and releases UPNEDA, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or future

**Terms of Reference
&
Annexures**

Detailed Terms of Reference for Consultant

1. Objectives of Assignment

Uttar Pradesh New & Renewable Energy Development Agency, as authorized Representative of the procurer which is UPPCL intends to select Solar Power Project Developers as per guidelines enumerated in Uttar Pradesh Solar Energy Policy- 2017 and Guidelines for “Tariff Based Competitive Bidding Process for Procurement of Power from Grid Connected Solar PV Power Projects” issued by Ministry of Power Government of India for development of Standalone Grid connected Solar PV Power Projects in the State.

UPNEDA seeks to engage Consultancy services for the various entire bidding process through e-bidding and reverse auctioning for selection of Project Developers through tariff based competitive bidding involving preparation of bidding documents, pre-bid conference, release of clarifications to the queries of bidders, revision of bidding documents if required, assisting in evaluation of bids and other process till selection of the successful developers for setting up of Solar Power Plants in Uttar Pradesh, issue of Letter of Intent , signing of PPA and submission of Petition to SERC and any other assistance required related to above activities.

2. **Scope of Work** :

The Consultant shall carry out the following tasks in each bidding process.

(a) Preparation of the e-bid documents viz., RfS, PPA, Escrow and hypothecation deed draft to the satisfaction of UPNEDA/UPPCL for procurement of power from Solar Power Projects. Any other documents including bidding procedure, financial and technical specifications, formats etc. as may be considered appropriate for the purpose and to obtain its clearance/ approval from UPERC or as required in relevant Solar Power Policy of UP Govt for procurement of Power from Solar Power Projects. The e-bidding documents should be based on the Guidelines issued

by Ministry of Power “Tariff Based Competitive Bidding Process for Procurement of Power from Grid Connected Solar PV Power Projects”. Support in uploading of e-tender document on e-procurement site of U.P or TCIL .

- (b) Participation in Pre-bid conference and assist and advise in responding to queries/comments of developers and modify RfP document, if required.
- (c) Preparation of customized bid evaluation financial model to carry out analysis of bid.
- (d) Assist and advice in carrying out detailed evaluation of the received RfP including e-Reverse auctioning.
- (e) Assist and advice in selection of successful bidders, Make presentations for approvals at various levels and other documents, issue of Letter of Intents and signing of Power purchase agreement with the selected developers.
- (f) Preparation of petition for UPERC or any other legal forum and also assistance in the matters as and when required like approval of Bid documents, post bid finalisation of project developers and tariff etc.
- (g) Rebidding may have to be done in some circumstances. No extra payment shall be admissible to Consultant on account of this.
- (h) The Consultant is also required to coordinate between the developers, UPERC, UPPCL, DISCOMs, MNRE, SECI , STU and other key stakeholders or Government department/agencies as required during the selection process for providing inputs for the project.
- (i) Any other assistance until award of the project and signing of agreements under consideration and thereafter.

3. Schedule for completion of the Tasks:

The assignment each bidding process is scheduled to complete as per schedule given in terms of reference from the date of letter of award as given at Clause 5 of this Terms of Reference. However due to delay in activities mentioned, completion of assignment may be delayed.

4. Inputs to be provided by UPNEDA:

The relevant project details relating to this assignment shall be provided by UPNEDA to the consultant. No other assistance shall be provided by **UPNEDA**. Accommodation during stay in

Lucknow for providing support during the bidding process or any other activity, transport for daily movement of consultant and his team members, telephone, computer and other facilities shall be arranged by the Consultant at his/their own cost.

5. Output/Deliverables to be provided by the Consultant after signing of the agreement:

S. No.	Particulars	Time schedule
1.	Preparation and submission of RfP, PPA, escrow Agreement, Hypothecation deed and other documents as required.	01 week
2.	Filing of petition before UPERC for approval of RfP, Model PPA and document for approval of deviations if any.	01 week
3.	Publication of notice inviting e-bids after approval of Bid documents by UPERC.	01 week
4.	Organizing Pre-bid conference and providing clarifications on RFP to developers after publication of Bid notice.	-
5	Issuing clarification and making modifications in the Bid document if required.	01 week
6	Submission of bid documents before UPERC for approval if changes made any for approval.	02 week
7	Issuing the notice and Uploading the E-bid document again or corrigendum issuance if required	01 week
8	Opening & evaluation of Bid technically and financially and carrying out e-Reverse auctioning. Submission of detailed evaluation and analysis report along with relevant documents for approval.	02 week

9	Presentation and preparation of document approval in front of Empowered Committee.	-
10	Issue of Letter of Intent to selected Project developers after approval of competent authority.	02 week
11.	Supervision of signing of Power Purchase Agreement with selected developers.	02 week
12	Filing of petition before UPERC for adoption of tariffs.	02 week

Note:

1.If execution of work mentioned in point no.2 to 9 are delayed, due to unavoidable reasons, the above time schedule may be extended accordingly.

2.The Consultant will submit weekly activity reports indicating briefly main task carried out during the week under the review. He will also submit briefing and position papers on selected issues as requested from time to time. The periods mentioned against the above activities are indicative only and may change as required under the circumstances and to be confirmed later. Sufficient number of copies of documents shall be made available by the Consultant to prospective developers and also five copies for office use. The Consultant will be required to attend the hearings of UPERC after filing the petition and provide clarifications to UPERC, wherever needed.

Essential Experience: The Consultant and the personnel deployed to take up the assignment must have sufficient experience in drafting/review of Bid document, various agreements and legal documents of these agreements; review of other related agreements for project to be implemented by developer.

The Consultant who is retained to advice on the bidding process would be involved up to award of the project to a Developer. It is mandatory that the key personnel shall not be replaced till the contract closure. It would not be desirable that the Consultant is engaged in advising one or more of the developers for their projects. The Consultant would be free to take up work of advising a developer in this or other project on completion of this assignment.

6 Terms of Payment:

Payments will be made by the UPNEDA to the Consultant against the milestones on certification by the UPNEDA representative as follows:

S. No.	Milestones for Payment	Payment per bidding process as percentage of total Contract value
1.	Upon preparation of Bid documents (RfP), PPA and other documents and if required for filing the petition to UPERC	30%
2.	After submission of technical evaluation reports for responses to the RfP submitted by prospective developers and acceptance of the same by UPNEDA.	20%
3	After submission of Financial Evaluation and e-Reverse auctioning Reports for responses to the RFP submitted by prospective developers and acceptance of the same by UPNEDA.	20%
4.	After issue of LOI to selected developer.	15%
5.	After signing PPA with developer for the project and filing of Petition to UPERC and approval.	15%

7. Performance Guarantee:

A Performance guarantee in the form of Bank guarantee issued by nationalized bank or State Bank of India or any schedule Bank in India refer to those banks which are included in the 2nd schedule of Reserve Bank of India for an amount equivalent to 10% of Contract value is to be submitted by successful bidder prior to the execution of contract agreement. The bank guarantee shall be valid for a period of 27 months from the date of execution of agreement plus 1 months claim period thereafter. Performa for Performance bank Guaranty enclosed. Bank Guarantee shall be in favour of "Director, UPNEDA".

8 Short Closing of Contract:

UPNEDA reserves the right to short close/terminate the contract without assigning any reason thereof. In the event of short closing/termination of contract, payments due to the firm (Consultant) shall be limited of the services completed by them up to the date of termination.

9. Liquidated Damages (LD):

In case of delay at any stage in execution of contract, due to reasons solely attributable to Consultant beyond the time schedule as agreed or any extension granted thereof by UPNEDA, LD @ 0.50% (half per cent) per week (seven days or part thereof) of the payments due for that stage subject to maximum of 10% (ten per cent) of the total value of payment due for that stage shall be imposed. Provided, however, LD will not be levied in Force Majeure event.

10 Ownership of Materials:

All documents, prepared by the Consultant for UPNEDA under the agreement shall belong to and remain property of UPNEDA.

11. Settlement of Disputes:

Amicable settlement

If any question, dispute or difference what so ever shall arises between “UPNEDA” and the contractor/ Bidder, in the connection with the Agreement except as to matters, the decisions for which have been specifically provided, either party may forthwith give to the other notice in writing of existence of such question, dispute or difference and the same shall be referred to the sole arbitration of the Principal Secretary, Department of Additional Sources Of Energy ,Government of Uttar Pradesh or a person nominated by him not below the rank of Secretary. This reference shall be governed by the Arbitration and Conciliation Act, 1996, and the rules made there under. The award in such arbitration shall be final and binding on both the parties. Work under the Agreement shall be continuing during the arbitration proceedings unless the “UPNEDA” or the arbitrator directs otherwise

Technical formats and Annexures

FORM NO.T-1

Certificate as to corporate principal

I _____ certify that I am _____ of the Company under the laws of _____ and that _____ who signed the above tender is authorized to bind the Company/Firm by authority of its governing body.

Signature

Full Name & address

(Seal)

FORM NO. T- 2

ASSIGNMENTS OF SIMILAR NATURE DURING LAST 5 YEARS

Brief Description of the Firm

Sl . No.	Name of the assignment and brief scope	Name of the Project	Client of Project assignment	Assignment Awarded by	Cost of the Assignment	Date of Commencement	Date of completion	Assignment satisfactorily completed
1	2	3	4	5	6	7	8	9

The firm also has to give details of the On-going similar assignment in the above format. The above mentioned work experience must be supported by completion work/commissioning /closure contract certificate issued by the concerned authority.

Signature

Full Name & address

Seal

Note: please attach documentary proof.

FORM NO. T-3

(Work Plan Time Schedule)

Consultant may furnish the work plan, time schedule of the key staff for the various activities and methodology/approach to be involved in executing the assignment .The complete process of selection of Developer is scheduled to be completed by date -----

Signature

Full Name & address

Seal

FORM NO.T-4

(Composition of the team personnel and the task which would be assigned to each team Member for the proposed assignment)

Team Leader/Regulatory Affairs/Technical or Procurement / Financial/ Legal Key/ Members of the Team for carrying out The assignment.

S.No	Name	Position	Qualification	Area of Expertise	Duration in man month	Task Assignment

Signature

Full Name & address

Seal

FORM NO. T- 5

(SUGGESTED FORMAT OF CURRICULUM VITAE FOR MEMBERS OF CONSULTANCY FIRM TEAM)

Name of Firm	:	
Name of Staff	:	
Current Position	:	
Years with Firm	:	
Nationality	:	
Relevant Experience:		
Employment Record:		

Certification:

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

Date: Full name of Staff Member: Full name of Authorized Representative:

Signature

Full Name & address

Seal

Form No T- 5 (a)

(Qualification and experience of the key personnel)

Sl. No.	Name of the Key Personnel	Position	Qualification	Experience

Signature

Full Name & address

Seal

FORM NO.T-6

Undertaking as to never being barred from Central/State Government

It is declared that our firm_____ has never been barred by the Central / State Government in India, or any entity controlled by them, from participating in any project,

Signature

Full Name & address

(Seal)

PART B (Financial Bid)

e-tender NO.01 /UPNEDA/BPM/2018

Name of the Firm: -----

S.no	Item	Total Price per bidding process inclusive of all taxes except GST (Rs)
I	Consultancy services for the assignment of Bid Process Management per bidding Process given in the Terms of Reference.	

NOTES:

- 1) The lump sum price should include overhead / out of pocket expenses, travel, boarding, lodging, visits to site, all Taxes /Duties but excluding Service Tax which shall be paid by UPNEDA as per prevailing rates.
- 2) GST will be paid extra
- 3) The prices shall remain FIRM till completion of the Assignment.

(Signature of Bidder)
With seal

To be uploaded in Part B.

Other document / condition, terms if enclosed will liable to be rejection of bid.

Format: EMD

FORMAT OF THE UNCONDITIONAL AND IRREVOCABLE BANK GUARANTEE FOR EMD

(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution. Foreign entities submitting Bids are required to follow the applicable law in their country.)

In consideration of the (Insert name of the Bidder) submitting the Bid *inter alia* for Response to **RfP for** “Selection of Consultancy firm for providing Bid Process Management Services to UPNEDA for selection of Project Developers through Competitive Bidding Process” in response to the RfP dated[*Insert date of RFP*] issued by UPNEDA, (hereinafter referred to as **UPNEDA**) and such UPNEDA agreeing to consider the Bid of [*Insert the name of the Bidder*] as per the terms of the RfP, the(Insert name and address of the bank issuing the EMD, and address of the head office) (here in after referred to as “Guarantor Bank”) hereby agrees unequivocally, irrevocably and unconditionally to pay to UPNEDA or its authorized representative at Uttar Pradesh New & Renewable Energy Development Agency, Vibhuti Khand, Gomti Nagar, Lucknow forthwith on demand in writing from UPNEDA / UPNEDA(s) or any representative authorized by it in this behalf an amount not exceeding Rupees 50,000 (Rs.....fifty thousand rupees only) only [Insert amount not less than as calculated as per Clause 8.8.1 of RfP], on behalf of M/s.[*Insert name of the Bidder*].

This guarantee shall be valid and binding on the Guarantor Bank up to and including (Insert date of validity of EMD in accordance with Clause 8.8 of this RfP) and shall not be terminable by notice or any change in the constitution of the Guarantor Bank or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between concerned parties.

Our liability under this Guarantee is restricted to Rupees (Rs.....) only. Our Guarantee shall remain in force until [Date to be inserted by

UPNEDA] or its authorized representative shall be entitled to invoke this Guarantee until [Insert Date,].

The Guarantor Bank hereby expressly agrees that it shall not require any proof in addition to the written demand from UPNEDA or its authorized representative, made in any format, raised at the above mentioned address of the Guarantor Bank, in order to make the said payment to UPNEDA / UPNEDA(s) or its authorized representative.

The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection, disputes, or disparities raised by the Bidder or any other person. The Guarantor Bank shall not require UPNEDA or its authorized representative to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against UPNEDA or its authorized representative in respect of any payment made hereunder.

This BANK GUARANTEE shall be interpreted in accordance with the laws of India and the courts at Lucknow shall have exclusive jurisdiction.

The Guarantor Bank represents that this BANK GUARANTEE has been established in such form and with such content that it is fully enforceable in accordance with its terms as against the Guarantor Bank in the manner provided herein.

This BANK GUARANTEE shall not be affected in any manner by reason of merger, amalgamation, restructuring, liquidation, winding up, dissolution or any other change in the constitution of the Guarantor Bank.

This BANK GUARANTEE shall be a primary obligation of the Guarantor Bank and accordingly, UPNEDA or its authorized representative shall not be obliged before enforcing this BANK GUARANTEE to take any action in any court or arbitral proceedings against the Bidder, to make any claim against or any demand on the Bidder or to give any notice to the Bidder to enforce any security held by UPNEDA or its authorized representative or to exercise, levy or enforce any distress, diligence or other process against the Bidder.

In witness whereof the Bank, through its authorized officer, has set its hand and stamp on this day of at

Witness:

Signature

1.

Name:

Designation with Bank Stamp

Signature

Name and address.

2.

Signature

Name and address

Attorney as per power of attorney No.

For:

..... [Insert Name of the Bank]

Banker's Stamp and Full Address:

Dated this day of 20.....

Note: The Stamp Paper should be in the name of the Executing Bank.

Format: Performance Bank Guarantee

(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution. Foreign entities submitting Bids are required to follow the applicable law in their country.)

In consideration of the ----- [Insert name of the Bidder] (hereinafter referred to as selected Bid Process Management Service provider) selected for providing Bid Process Management Services to UPNEDA for selection of Project Developers through Competitive Bidding Process in response to the RfP dated..... issued by UP New and Renewable Energy Development Agency (hereinafter referred to as UPNEDA) and[insert the name of the selected Consultancy Firm] (which expression shall unless repugnant to the context or meaning thereof include its executers, administrators, successors and assignees) as per terms of RfP and the same having been accepted by the selected consultancy firm As per the terms of the RfP, the [insert name & address of bank] hereby agrees unequivocally, irrevocably and unconditionally to pay to UPNEDA at [Insert Name of the Place from the address of the UPNEDA forthwith on demand in writing from UPNEDA or any Officer authorized by it in this behalf, any amount up to and not exceeding Rupees----- [Total Value] only, on behalf of M/s [Insert name of the selected Consultancy Firm]

This guarantee issued towards Performance Security for and on behalf of the selected consultancy firm (insert successful bidder name) shall be valid and binding on the Guarantor Bank up to and including[Insert date of validity of PBG] and shall in no event not be terminable by notice or any change in the constitution of the Bank or the term of the PPA or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between parties to the respective agreement.

Our liability under this Guarantee is restricted to Rs. (Rs. only). Our Guarantee shall remain in force

until..... [Insert the date of validity of the Guarantee as per

Clause TOR -7 of the RfP]. UPNEDA shall be entitled to invoke this Guarantee up to one (1) months of the validity of this Guarantee by issuance of a written demand to invoke this guarantee.

The Guarantor Bank hereby expressly agrees that it shall not require any proof in addition to the written demand from UPNEDA , made in any format, raised at the above mentioned address of the Guarantor Bank, in order to make the said payment to UPNEDA.

The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by,.....[Insert name of the Successful Bidder] and/or any other person. The Guarantor Bank shall not require UPNEDA to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against UPNEDA in respect of any payment made hereunder.

This BANK GUARANTEE shall be interpreted in accordance with the laws of India and the courts at Lucknow shall have exclusive jurisdiction.

The Guarantor Bank represents that this BANK GUARANTEE has been established in such form and with such content that it is fully enforceable in accordance with its terms as against the Guarantor Bank in the manner provided herein.

This BANK GUARANTEE shall not be affected in any manner by reason of merger, amalgamation, restructuring, liquidation, winding up, dissolution or any other change in the constitution of the Guarantor Bank.

This BANK GUARANTEE shall be a primary obligation of the Guarantor Bank and accordingly UPNEDA shall not be obliged before enforcing this BANK GUARANTEE to take any action in any court or arbitral proceedings against the Successful Bidder to make any claim against or any demand on the Successful Bidder or to give any notice to the Successful Bidder or to enforce any security held by UPNEDA or to exercise, levy or enforce any distress, diligence or other process against the Successful Bidder

The Guarantor Bank acknowledges that this BANK GUARANTEE is not personal to UPNEDA and may be assigned, in whole or in part, (whether absolutely or by way of security) by

UPNEDA to any entity to whom it is entitled to assign its rights and obligations under the SCHEME.

The Guarantor Bank hereby agrees and acknowledges that UPNEDA shall have a right to invoke this Bank Guarantee either in part or in full, as it may deem fit.

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to Rs.lakhs (Rs. lakh only) and it shall remain in force until[Date to be inserted on the basis of clause---- of RfP]. with an additional claim period of one (1) months thereafter This BANK GUARANTEE shall be extended from time to time for such period, as may be desired by [Insert name of the Successful Bidder/Bidder]. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if UPNEDA / serves upon us a written claim or demand.

In witness whereof the Bank, through its authorized officer, has set its hand and stamp on this

..... day of at

Witness:

Signature

1.

Name:

Designation with Bank Stamp

Signature

Name and address.

2.

Signature

Name and address

Attorney as per power of attorney No.

For:

..... [Insert Name of the Bank]

Banker's Stamp and Full Address:

Dated this day of 20.....

Notes:

The Stamp Paper should be in the name of the Executing Bank. This date shall be one (1) month after the Bid Validity.

