

Request for Proposal (RFP)

For

Selection of Project Management Consultant (PMC) ‘for providing support to the State Designated Agency (SDA) for Energy Conservation and Energy Efficiency activities for two years in the state of Uttar Pradesh as defined in Scope of services and for Establishment of Project Management Unit (PMU) to assist UPSDA, on retainer-ship basis.’

RFP NO.: 02/ EC /UPNEDA/SDA/2019,

Uttar Pradesh New and Renewable Energy Development Agency

Uttar Pradesh State Designated Agency

(Dept. of Additional Sources of Energy, Govt. of UP)

Vibhuti Khand, Gomati Nagar Lucknow 226010

Tel.No. 9415609008, 0522-2720829, 2720779,

Website: <http://www.etender.up.nic.in>. <http://www.upneda.org.in>

E-Mail: compneda@rediffmail.com, ho_ashok@rediffmail.com

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 UP
 Tel.No.9415609008, 0522-2720779, 2720829
 Website:www.upneda.org.in E-Mail: compneda@rediffmail.com

UPNEDA invites Online Bids (e-tenders) from Project Management Consultant (PMC) ‘for providing support to the State Designated Agency (SDA) for Energy Conservation and Energy Efficiency activities for two years in the state of Uttar Pradesh as defined in Scope of services and for Establishment of Project Management Unit (PMU) to assist UPSDA, on retainer-ship basis.’ as per the details given in RFP document. The RFP document is available at e-Procurement website <http://etender.up.nic.in> from **08 March 2019**. Interested bidders may view, download the e-tender document, seek clarification and submit their e-tender online upto the date and time mentioned in the table below:

| RFP No | RFP NO.: 02/EC/UPNEDA/SDA/2019 |
|--|--|
| a) Bid Processing Fee | Rs. 10000+18% GST = 11800.00 |
| b) Earnest Money Deposit | Rs. 3,00,000/- (Three Lakhs only) |
| c) Availability of RFP document on Website | From 08 March 2019 to 08 April 2019 upto 18:00 hrs on the website www.etender.up.nic.in |
| d) Pre-Bid Conference | 18 March 2019 at 11:00 AM |
| e) e-tender submission end date & Time | 08 April 2019 upto 18:00 hrs |
| f) Online technical e-tender opening date & time | 09 April 2019 at 11:00 AM |
| g) Online financial e-tender opening date & time (Only of technically qualified bidders) | To be decided after evaluation of technical bid |
| h) Venue of opening of technical & financial e-tenders | Uttar Pradesh New and Renewable Energy Development Agency Vibhuti Khand, Gomti Nagar, Lucknow 226010 |

The scanned copy of the demand draft and bank guarantee must be enclosed along with the e-tender. The hard copies of the required documents along with e-bid document fees and the bid security/EMD (as detailed in the bid document), should reach UPNEDA’s head office latest by **09 April 2019 upto 11.00 AM**. Tender received after the due date and time will not be considered. Director, 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 “RFP” or subsequently any communication provided to Bidders, only in writing with complete documentation set out in this RFP

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 a 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.

1. Covering Letter:

FROM:-

(Full name and address of the Bidder)

.....
.....

To:

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

Subject: - Offer in response to e- RFP NO.: 02/EC/UPNEDA/SDA/2019,

Sir,

We hereby submit our offer in full compliance with terms & conditions of the above e-RFP. A blank copy of the e-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 carrying out the work and establishment of Project Management Unit (PMU) to assist UPSDA/UPNEDA on retainer-ship basis as per the details given in RFP document.(Supporting documents in proof of capability are attached)

The e- RFP are uploaded in two separate files named Part-A for technical bid & Part-B for Financial Bid only.

(Signature of Bidder)
With Seal

2. 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. 10000 + 18% GST total Rs 11800 | |
| 2 | Annexure-II | Bid Security -Rs 3,00,000 (Three Lakhs rupees) | |
| 3 | Annexure-III | Certificate of Incorporation | |
| 4 | Annexure-IV | Experience in Establishing Project Management Unit and work on Demand Side Management and IEC related work etc as mentioned in scope of work | |
| 5 | Annexure-V | Overall Average Annual Turnover of 30 Cr in last three financial years (FY 2015-16, FY 2016 -17and FY 2017-18) (A summarized sheet of turnover of last three Financial Years certified by registered CA) Also attach annual turnover of last three years for the work done in the field of energy conservation certified by registered CA. | |
| 6 | Annexure-VI | Technical format T1-to T6 | |
| 7 | Annexure-VII | CV of Key Personnel | |
| 8 | Annexure-VIII | Methodology of work | |
| 9 | Annexure-IX | Undertaking of not blacklisted /debarred by any Govt. Dept/ for undertaking any 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

3. Particulars of RFP

| | | |
|---|---|--|
| 1 | e-tender no. | 02/EC/UPNEDA/SDA/2019, |
| 2 | Particulars of the work | Selection of Project Management Consultant (PMC) 'for providing support to the State Designated Agency (SDA) for Energy Conservation and Energy Efficiency activities for two years in the state of Uttar Pradesh as defined in Scope of services and for Establishment of Project Management Unit (PMU) to assist UPSDA, on retainer-ship basis.' |
| 3 | Period of work | Two Years and can be further extended to +1 year |
| 4 | Date & Time of pre-bid meeting | 18 March 2019 at 11:00 AM |
| 5 | e-tender submission end date & Time | 08 April 2019 upto 18:00 hrs |
| 6 | Date and Time of opening of e-tender (Technical bid.) | 09 April 2019 at 11:00 AM |
| 7 | Date and Time of opening of e-tender (Financial bid.) | To be announced after evaluation of Technical bid |
| 8 | Place of opening of e-tender | UPNEDA, Head Office, Vibhuti Khand, Gomti Nagar, Lucknow Uttar Pradesh |

- 3.1 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.
- 3.2 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>.
- 3.3 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.
- 3.4 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.
- 3.5 All the required documents including Price Schedule/BOQ should be uploaded by the e-tenderer 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.

(Signature of Bidder)
With Seal

4. GENERAL PARTICULARS OF BIDDER

| | | |
|--------|--|--|
| (i) | Name of Bidder | |
| (ii) | Postal Address | |
| (iii) | Mobile no. | |
| (iv) | Telephone, Telex, Fax No | |
| (v) | E-mail | |
| (vi) | Web site | |
| (vii) | Name, designation and Mobile Phone No. of the representative of the Bidder to whom all references shall be made | |
| (viii) | Name and address of the Indian/foreign Collaboration if any | |
| (ix) | Have anything/extra other than price of items (as mentioned in price Schedule) been written in the price schedule. | |
| (x) | Have the Bidder to pay arrears of income tax? If yes up to what amount? | |
| (xi) | Have the Bidder is presently debarred/blacklisted by any Govt. Deptt./ Undertaking for undertaking any work at the time of bid submission? | |
| (xii) | Details of offer (please mention number of pages and number of charts /tables in the hard copy) | |
| (xiii) | Reference of any other information attached by the tenderer (please Mention no. of pages & no. of charts/tables | |

5. Terms of Reference and Bidding conditions

5.1. Background

UPNEDA is working as State Designated Agency of BEE. As UPSDA, UPNEDA is implementing various schemes of BEE for conservation of energy in the state of Uttar Pradesh, within the overall framework of the EC Act, 2001 with the primary objective of reducing energy intensity, resulting in accelerated and sustained adoption of energy efficiency in all sectors.

5.2. Objectives of UPNEDA

- To demonstrate energy efficiency delivery mechanism as envisaged in the EC Act.
- To implement various schemes of energy conservation as per guidelines of BEE.
- To develop policies and guidelines for wide spread use of solar and other renewable energy sources.
- To encourage use of solar and other renewable energy by individual, institutions and industries etc.
- Implement various renewable energy projects in the state.
- To implement various energy conservation projects in the state.
- To develop energy conservation policy and various notifications to install/ use energy saving appliances and implement energy saving projects.
- Implementation of Energy Conservation Building Code (ECBC) as per requirement of EC Act 2001 and its amendment thereof.
- To coordinate policies and programs on efficient use of energy and its conservation with the involvement of stakeholders.

5.3. Role of UPNEDA as SDA

UPNEDA as State Designated Agency (SDA), coordinates with Electricity Distribution Companies (DISCOMs), Designated Consumers, Municipal bodies and other stake holders working in the field of energy conservation/efficiency recognize and utilize the existing resources and infrastructure in performing the functions assigned to the UPSDA under Energy Conservation Act. Implementation of various programs of Bureau of Energy Efficiency by UPNEDA

5.4. Request for Proposal Process

UPNEDA invites Request for Proposal (**RFP**) for Selection of Project Management Consultant (PMC) 'for providing support to the State Designated Agency (SDA) for Energy Conservation and Energy Efficiency activities for two years in the state of Uttar Pradesh as defined in Scope of services and for Establishment of Project Management Unit (PMU) to assist UPSDA, on retainer-ship basis.'

Due diligence by Bidders

Bidders are encouraged to inform themselves fully about the assignment and the details of Demand Side Management, Activities of Bureau of Energy Efficiency and UPSDA and establishment of Project Management Unit.

5.4.1. 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. 10000 + 18% GST total Rs.11800.00 (Rs. Eleven thousand Eight hundred only) inclusive of all taxes in the form of Demand Draft in favour of Director UPNEDA, payable at Lucknow issued from Nationalized Bank, or State Bank of India or its subsidiary banks or Scheduled Commercial Bank which are included in the 2nd schedule of Reserve Bank of India Act 1934, to be enclosed with the RFP document on submission.

5.4.2. Validity of the Offer

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

5.4.3. 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.

5.4.4. Communications

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

Director

Uttar Pradesh New & Renewable Energy Development Agency (UPNEDA)

Vibhuti Khand, Gomti Nagar, Lucknow, 226010

6. 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 .

6.1. Scope of Offer

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.

Bidders are advised that the selection of PMC 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 final, without any right of appeal whatsoever

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 as part A along with all the annexures and the Financial Offer shall be submitted/uploaded in the form as Part B. Upon selection, the bidder shall be required to enter into an agreement with the UPNEDA.

Clarifications and Pre-bid Meeting Enquiries/clarifications may be sought by the Bidder within one day from pre bid meeting from:

Director,

Uttar Pradesh New & Renewable Energy Development Agency,
Vibhuti Khand, Gomti Nagar, Lucknow

Phone: 9415609008, 0522-2720652, 0522-2720779

Email: compneda@rediffmail.com, ho_ashok@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.

6.2. Minimum Eligibility Criteria

- 6.2.1 No JV/Consortium allowed.
- 6.2.2 The firm must be a legal entity registered under Companies Act or LLP Act. Copy of certificate of incorporation and GST registration is to be provided
- 6.2.3 The bidder must have experience of executing at least one Project management consulting assignments in Infrastructure/ Power/ Renewable/ Energy Efficiency & Conservation aspects with team members as Project Management Unit (PMU) deployed at client location on continuous basis. The assignment must have been completed in last three years. Completion certificate or Notarized Affidavit (by the bidder) for completed projects, whereas LOA for ongoing projects is to be provided.
- 6.2.4 The bidder must have experience of executing at least one consulting assignment in the field of Energy efficiency and/or Energy conservation. Such assignment must have been completed in last three years. Completion certificate or Notarized Affidavit (by the bidder) for completed projects, whereas LOA for ongoing projects is to be provided".
- 6.2.5 The consultant must have Average annual Turnover of INR 30 Crs (Average of FY 2015-16, FY 2016-17 and FY 2017-18)

- 6.2.6 The firm must not be presently blacklisted or debarred by any Government Department/Organization, State or National level Power Sector Utilities, IFI or by another entity/department of GoUP.

(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 enclosed audited balance sheets copy without certificate will be rejected)

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

6.3. 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:

- 6.3.1 A constituent of any Bidder is also a constituent of another Bidder; or
- 6.3.2 Such Bidder receives or has received any direct or indirect subsidy from any other Bidder; or
- 6.3.3 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
- 6.3.4 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
- 6.3.5 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

- 6.3.6 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;
- 6.3.7 A 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.
- 6.3.8 A bidder assisting UP state DISCOMs in Energy conservation or DSM related activities

6.4. Number of Offers

A Bidder is eligible to submit only one Application for providing Consultancy services. A Bidder applying individually shall not be entitled to submit another application, as the case may be.

6.5. 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.

6.6. Acknowledgement by Bidder

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

- 6.6.1 Made a complete and careful examination of the RFP;
- 6.6.2 Received all relevant information requested from the UPNEDA;
 - 6.6.2.1 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;
 - 6.6.2.2 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;
 - 6.6.2.3 Acknowledged that it does not have a Conflict of Interest; and
 - 6.6.2.4 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.

6.7. 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;

- 6.7.1 at any time, a material misrepresentation is made or uncovered, or
- 6.7.2 The Bidder does not provide, within the time specified by the UPNEDA, the supplemental information sought by the UPNEDA for evaluation of the Offer.
- 6.7.3 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.

6.8. 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 6.9.

6.9. 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.

- 6.9.1 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.
- 6.9.2 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.

6.10. Language of bid

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.

6.11. Format and signing of Offer

- 6.11.1 The Bid should be submitted online as stipulated in the RFP document.
- 6.11.2 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 initialed by the person or persons signing the Bid.
- 6.11.3 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, Gombi Nagar, Lucknow before opening date and time of online Technical-Bid without which the online Bid of concern Bidder will not be opened.
- 6.11.4 The e-tender prepared by the Bidder shall comprise the following components
 - 6.11.4.1 Covering letter as provided in e-tender document.
 - 6.11.4.2 General particulars of bidder, as provided in e-tender document.
 - 6.11.4.3 Declaration by The Bidder, as provided in e-tender document

- 6.11.4.4 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.
- 6.11.4.5 Check list of Annexure as provided in e-tender document.
- 6.11.4.6 Blank copy of the e-tender document signed on each page, as a confirmation by the Bidder to accept all terms and conditions along with all necessary enclosures.
- 6.11.4.7 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

6.12. Technical Offer

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

- 6.12.1 A brief description of the firm and an outline of the relevant past experience on similar assignments in the format given in Form T-2, together with relevant documentary proof.
- 6.12.2 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.
- 6.12.3 The composition of the team of personnel which the PMC would propose to provide with the details of name of the key personnel, his area of expertise, position and the tasks and duration which would be assigned to each team member in Form T-4.

It is mandatory that the key personnel specifically who is deployed for this consultancy assignment shall not be replaced till the contract closure. Under unavoidable circumstances if it is essential to replace any person, prior information should be given to UPNEDA. Curricula vitae of the individual staff members should be submitted to UPNEDA.

- 6.12.4 Undertaking that firm is not presently debarred or blacklisted by the Central/ State Government in India, or any entity controlled by them, from participating in any project at the time of bid submission as given in Form T-6.
- 6.12.5 The Technical Offer shall not include any financial information relating to the financial offer.

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.

6.13. Financial Offer

Bidders shall submit the financial offer on the appropriate financial bid schedule clearly indicating the total cost of PMU services 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.

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.

While submitting the Financial Offer, the Bidder shall ensure the following:

All the costs associated with the assignment shall be included in the Financial Offer. These shall normally cover remuneration for all the Personnel, accommodation, air/train fare, equipment, printing of documents, surveys, investigations etc. Travelling expenses of the Consultants posted at UPNEDA for their travel outside Lucknow (if approved by UPNEDA) may be charged separately time to time. 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.

The Financial Offer shall take into account all expenses and tax liabilities except the Goods & Service tax (GST). For the avoidance of doubt, it is clarified that all taxes, if any, 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.

Costs shall be expressed in INR.

6.14. Late Offers

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

6.15. 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.

6.16. Bid Security (Earnest Money)

The bidder shall furnish, as part of its bid, bid security of Rs 3,00,000 (Three lakhs rupees only) in the form of Bank guarantee/Demand Draft issued by a nationalized bank, or State Bank of India and its subsidiary banks or scheduled commercial bank which are included in the 2nd schedule of Reserve Bank of India Act 1934,. The bank guarantee shall be valid for a period of 180 days from the opening of technical bid. Format enclosed.

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

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.

The e-tender security (earnest money) may be forfeited if a bidder withdraws its e-tender during the period of e-tender validity specified by the Bidder in the e-tender.

EMD of successful bidder shall only be released after signing of agreement and submission of Security bank guarantee for 10% of total contract value.

7. UPLOADING OF e-tender

The bid shall be uploaded online

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.

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.

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.

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.

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.

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

(Signature of Bidder)
with SEAL

8. e-tender Opening and Evaluation

8.1. OPENING OF e-tender

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

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.

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.

8.2. CLARIFICATION OF e-tender

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.

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.

8.3. Evaluation

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

8.3.1 Technical Evaluation

First the Technical Bids shall be opened and evaluated.

- 8.3.1.1 Only those bidders whose technical bids evaluated based on the criteria 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).
- 8.3.1.2 The bidder is required to make a presentation on the Brief company profile, local presence, associates, major clients and projects etc Experience of rendering services as consultant Understanding of assignment along with methodology indicating broad scope of work, plan and roadmap of said work. Proposed key personnel along with team leader and manpower commitment it proposes to follow during the consultancy period.
- 8.3.1.3 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.

8.3.1.4 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 |
|------------------|---|-----------------|
| 8.3.1.4.1 | Firm's Experience (A1+B1+C1) | 30 |
| A1 | Experience of executing PMU projects (Completed/ Ongoing) in the domain of Infrastructure/ Power/ Renewable/ Energy Efficiency/ DSM/ Energy Conservation with atleast one assignment completed in last three years. Completion certificate or Notarized Affidavit (by the bidder) for completed projects, whereas LOA for ongoing projects is to be provided. | |
| | 1 assignment | 5 |
| | 3 assignments | 8 |
| | 5 assignments | 10 |
| B1 | Experience of executing consulting assignment (completed or ongoing) in the field of Energy efficiency and conservation with atleast one assignment completed in last three years. Completion certificate or Notarized Affidavit (by the bidder) for completed projects, whereas LOA for ongoing projects is to be provided. | |
| | <i>Number of the assignment - One no</i> | 5 |
| | <i>Number of assignments – Two no</i> | 8 |
| | <i>Number of assignment more than Two .</i> | 10 |
| C1 | Experience of executing projects for enforcement of Energy Conservation Act 2001 (completed or ongoing) with atleast one project completed. Such assignment must have been completed or awarded in last five years. Completion certificate or Notarized Affidavit (by the bidder) for completed projects, whereas LOA for ongoing projects is to be provided. | |
| | <i>upto 5 assignments</i> | 5 |
| | more than 5 | 10 |
| 8.3.1.4.2 | Key Personnel (A2+B2+C2+D2+E2) | 40 |
| A2 | Project Director (Offsite) Qualification: B.E/B.Tech + MBA -- 3 Marks Experience: 10 years – 4 marks Additional marks – 0.5 mark for each additional year of experience subject to maximum of 3 marks | 10 |
| B2 | Energy Conservation Expert (Offsite) Qualification: B.E/B.Tech - 2 Marks and Accredited Energy Auditor - 3 Marks --- Total 5 Marks Experience: 10 years – 4 marks Additional marks: Additional 1 marks if the proposed resource is having PhD or M.Tech qualification | 10 |
| C2 | DSM Expert (Offsite) Qualification: B.E/ B.Tech - 3 Marks Experience: 8 years – 4 marks Additional marks: Additional 1 marks if the proposed resource is having PhD or M.Tech qualification or Certified Energy Auditor/ Accredited Energy Auditor | 8 |
| D2 | Onsite resource (Energy conservation Expert) Qualification: B.E/ BTech – 3 Marks, 5 years Experience in relevant field: - 3 Marks | 6 |
| E2 | Onsite resource (Stakeholder Communication and Transaction Expert) Qualification & Experience: Degree/ Diploma in Mass Communication with 4 years experience in relevant field – 6 Mark | 6 |
| 8.3.1.4.3 | Financial capabilities | 20 marks |
| 8.3.1.4.3.1 | Average annual turnover of the firm in the field of Energy Conservation (Average of FY 2015-16, FY 2016-17 and FY 2017-18), which should be duly certified by registered CA, should be compulsorily attached. Bids with enclosed audited balance sheets copy without certificate will be rejected. | |
| | > INR 2 Cr | 2 |
| | > INR 5 Cr | 5 |

| S.No. | Particulars | Score |
|------------------|--|-----------------|
| | > INR10 Cr | 10 |
| | > INR 20 Cr | 15 |
| | > INR 30 Cr | 20 |
| 8.3.1.4.4 | Presentation on Technical Proposal and Approach and Methodology | 10 marks |

8.3.1.5 Assignment showcased in any one of the sub criteria (under firm's experience criteria) cannot be showcased in other sub criteria.

8.3.1.6 All Bidders who qualify the minimum eligibility criteria shall be required to make presentations up to 20 minutes, before opening of Financial Proposals, to demonstrate their credentials based on eligibility criteria as per Clause 6.2- of RFP along with the following and to submit three (3) hard copies during the presentation. The time and venue for the presentation shall be intimated to the Bidder.

- 8.3.1.6.1 Brief company profile, local presence, associates, major clients and projects etc.
- 8.3.1.6.2 Experience of rendering services as consultancy firm particularly in Energy Conservation Field
- 8.3.1.6.3 Understanding of assignment along with methodology indicating broad scope of work, plan and roadmap of said work.
- 8.3.1.6.4 Proposed key personnel

8.3.2 Financial Evaluation

8.3.2.1 Financial Bid of Technically qualified Bidders shall be opened. For financial evaluation, the QCBS process will be followed. UPNEDA will determine whether financial offers are complete and unconditional.

8.3.2.2 The cost indicated in the Financial Offer shall be deemed as final and reflecting the total cost of services. 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.

8.3.2.3 Each Financial bid will be assigned a financial score (SF).

8.3.2.4 For financial evaluation, the total cost of Services quoted in the financial bid, will be considered.

8.3.2.5 Under QCBS proposal, the **technical proposals will be allotted weightage (T) of 80%** while the **financial proposals will be allotted weightage (P) of 20%**

8.3.2.6 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.**

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.

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.

8.4. 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.

8.5. 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.

Without prejudice to the rights of the UPNEDA 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.

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

- 8.5.1 “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;
- 8.5.2 “fraudulent practice”** means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- 8.5.3 “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;
- 8.5.4 “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
- 8.5.5 “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.

8.6. Expenses of Agreement:

A formal contract agreement shall be entered into between UPNEDA and the successful Bidder for the proper fulfilment of the contract. The expenses of completing and stamping of the agreement shall be paid by the successful Bidder.

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.

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

- 8.6.1 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;

- 8.6.2 Retain any information and/or evidence submitted to UPNEDA by, on behalf of and/or in relation to any Bidder; and/or
- 8.6.3 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.

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 and Scope of Service and Deliverables

1. Objectives of Assignment

The objective of this PMU Services (the “**Objective**”) is Selection of Project Management Consultant (PMC) ‘for providing support to the State Designated Agency (SDA) for Energy Conservation and Energy Efficiency activities for two years in the state of Uttar Pradesh as defined in Scope of services and for Establishment of Project Management Unit (PMU) to assist UPSDA, on retainer-ship basis.’

2. Scope of Services

The PMC (Consultancy Firm) will assist the SDA in implementation of Demand side Management schemes and for Information, Education & Communication (IEC) related activities in coordination with other stake holders/state govt. departments and will perform following functions.:

- 2.1 The PMC will provide manpower support to the SDA for providing support in preparation of DSM Plan, Energy policy & other technical assistance to UPSDA and creatives for Publicity/Awareness/IEC Campaign & Transaction Advisory Services. **Two nos. of manpower to be stationed in the UPSDA as Project Management Unit (PMU) for providing technical support out of which one will be Energy Conservation expert and Other will be Stakeholders Communication & Transaction Expert.**

The UPNEDA will make quarterly payment to consultancy firm.

Quarterly payment will be as follows:

First quarterly payment 15% on submission of draft DSM plan 2nd, 3rd, 4th 5th, 6th, 7th and 8th quarter 10% each quarter after submission of reports of respective deliverables of each quarter and regular functioning of PMU.

Thereafter 15% after submission of all the documents as required by the project under various deliverables.

- 2.2 PMC will be required to interact with all the DISCOMs, interaction with Power Corporation and other Govt. Dept./ Organizations, industry (as per requirement), for identification of areas for Energy Conservation where immediate action can be taken and, preparation of schemes/policies/guidelines and plan for DSM for whole State Of Uttar Pradesh.
- 2.3 PMC will ensure to complete all the deliverables as mentioned at point 4, within time (quarterly basis)
- 2.4 Facilitate Implementation for DSM projects of DISCOMs. It will also explore new areas for energy conservation potentials in the state in the field of DSM.
- 2.5 It will assist SDA for various IEC related works including, preparation of publicity material on energy conservation & DSM and publicity regarding achievements etc. It will prepare plan for publicity of DSM and energy conservation in general.

- 2.6 Verification and documenting capacity avoidance and energy savings realized will be undertaken by the PMC.
- 2.7 The PMC will also undertake activities as per the requirement of UP SDA, as prescribed from time to time and extend necessary support for achievement of projected capacity avoidance and any other activities which are felt necessary for fulfillment of the role of SDA as prescribed by EC Act 2001 and other associated acts & rules and subsequent amendments.
- 2.8 The administrative control of the PMC will be under the SDA and payment would be made by the SDA directly.
- 2.9 After selection of the PMC, agreement would be signed between SDA and the PMC wherein, all payment terms and other conditions would be specified. The broad scope of work is mentioned in this RFP. However, detailed activities under this scope of work may be outlined in the agreement signed between the SDA and the PMC.

3. Inputs to be provided by UPNEDA:

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. 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. However, manpower provided for PMU will be given suitable place for sitting with required facilities.

4. Output/Deliverables to be provided by the PMU

The PMU shall undertake/deliver the quarterly progress report following deliverables (the “**Deliverables**”) during the course of this PMU Services. Following are the quarterly deliverables:

- 4.1 Quarter 1: Preparation of DSM plan for all the DISCOMs along with report related to IEC activities. (Deliverable: Draft plan in Ist quarter)
- 4.2 Quarter 2: Carry out energy saving potential estimation across various sectors including industries, SME Sectors, Transport, Govt. Dept./ Organizations including Jal Nigam, Mandi Parishad etc., identification of areas for Energy Conservation where immediate action can be taken and to fix targets of capacity avoidance. (2nd quarter) (Deliverable: Draft Report).
- 4.3 Quarter 3 and Quarter 4: Preparation of Energy Efficiency and Conservation policy for whole State Of Uttar Pradesh covering various sectors. It should include financing options, suggestion of various alternatives to achieve target, cost benefit study and political feasibility etc. (Deliverable: Draft policy)
- 4.4 Quarter 2nd onward: Interaction with all the five DISCOMs, interaction with Power Corporation for implementation of DSM Plan and Monitoring the Progress. Prepare quarterly report about the progress & implementation status from 2nd quarter onwards. (Deliverable: quarterly progress Report)
- 4.5 First month of 5th Quarter: Preparation of Annual Progress Report and submission to UPNEDA within one month after 4th quarter.

- 4.6 Quarter 5: Development of Energy Efficiency & Conservation guidelines and Detailed Action Plan to implement EE&C policy for implementation in whole state. (5th quarter) (Deliverable: Draft guidelines and Action Plan)
- 4.7 Quarter 6: Develop Communication Strategy for Energy Efficiency (Deliverable: draft Communication Strategy)
- 4.8 Quarter 6,7 & 8: Monitoring the deliverables of Action Plan & DSM Plan, Evaluation and documenting capacity avoidance and energy savings realized in various sectors including DISCOMs. (6th, 7th and 8th quarter) (Deliverable: Evaluation Report)
- 4.9 Explore new areas for energy conservation potentials in the state. Develop methodology for implementation of the project. (Throughout the duration of the project)
- 4.10 Assist SDA for various IEC related works including, preparation of publicity material on energy conservation & DSM and publicity regarding achievements etc. It will prepare plan for publicity of DSM and energy conservation in general. (Activity for Communication and Transition Expert) As and when required
- 4.11 Assist SDA for preparation of various RFP/ tenders (Activity for Communication and transaction Expert): As & when required.
- 4.12 **Meeting cum workshop** with concerned stakeholders will be organized at UPNEDA head office Lucknow or the venue decided by UPNEDA, prior to preparation of draft report of the quarterly deliverables. Logistics by UPNEDA. Preparation of invitation letters, Minutes of Meetings, Presentation to Workshops, Course Material, and Workshop Proceedings etc. will be done by PMC.

Each report (Various plans/strategies) and quarterly progress report deliverable shall include an executive summary, analyses, assumptions, results of computations, tables, charts, recommendations, and such other contents that generally comprise deliverables for similar consultancy work by way of best practices. 3 (three) hard copies and a soft copy of all the reports mentioned above shall be submitted to the UPNEDA. Quarterly meeting/workshop will be organized with concerned stakeholders (prior to finalization of draft report for various deliverables). Venue for the workshop will be UPNEDA head office, Lucknow.

The deliverables shall include:

| S. No | Description of Deliverables | period for submission |
|-------|---|--|
| 1 | DSM Plan | |
| | Meeting/Workshop (Participants Officers from DISCOMs) | Prior to preparation of draft report |
| | Draft DSM Plan | Within three months from start of the project |
| | Final DSM Plan | Within fifteen days after approval of draft DSM Plan |
| 2 | Energy saving potential estimation across various sectors | |
| | Meeting/Workshop with concerned stakeholders | Prior to preparation of draft report |
| | Draft Report | Within Six months from start of the project (IInd |

| | | |
|----|--|---|
| | | Quarter) |
| | Final Report | Within fifteen days after approval of draft Report |
| 3 | Energy Efficiency and Conservation policy for UP | |
| | Meeting/Workshop with concerned stakeholders | Prior to preparation of draft report |
| | Draft Policy Report | Within Twelve months from start of the project (IIIrd & IV Quarter) |
| | Final Policy Report | Within fifteen days after approval of draft Report |
| 4 | Draft Annual Report | Within one month after one year |
| | Final Annual Report | Within fifteen days after approval of draft Report |
| 5 | Development of Energy Eff & Cons. guidelines and Detailed Action Plan to implement EE&C policy | |
| | Meeting/Workshop with concerned stakeholders | Prior to preparation of draft report |
| | Draft Guidelines | Within 15 Months from start of the project (Vth Quarter) |
| | Final Report | Within fifteen days after approval of draft Report |
| 6 | Develop Communication Strategy for Energy Efficiency | |
| | Meeting/Workshop with concerned stakeholders | Prior to preparation of draft report |
| | Draft Report | Within 18 Months from start of the project (VIth Quarter) |
| | Final Report | Within fifteen days after approval of draft Report |
| 7 | Monitoring the deliverables of Action Plan, Evaluation and documenting capacity avoidance and energy savings realized in various sectors including DISCOMs. | Quarter VI, VII & VIII |
| | Meeting/Workshop with concerned stakeholders | Quarter 7 & 8, Prior to preparation of draft report |
| | Draft Evaluation Reports | Quarter 7 & 8 |
| | Final Report | Within fifteen days after approval of draft Report |
| 8 | Various IEC related works including, preparation of publicity material on energy conservation & DSM and publicity | As & when required |
| 9 | Explore new areas for energy conservation potentials in the state. Develop methodology for implementation of the project. (Throughout the duration of the project) | Throughout the duration of the project |
| 10 | Quarterly Progress Report | within fifteen days at the end of quarter |
| 11 | Draft Annual Report | within 1 month after end of the Second year |
| 12 | Final Annual Report | Within fifteen days after approval of draft Report |

Note: Quarterly and annual reports will be in addition to the reports as required in the scope of work.

5. Bidders Team

The Consultant (PMU) should have the following specialized personnel for the positions

| S.No. | Position | Qualification | Experience | Deployment |
|------------------------------|--|--|---|----------------------------------|
| Project advisory team | | | | |
| 1 | Project Director | B.E/B.Tech + MBA | 10 years of experience in Power/Energy Efficiency/Renewable sector | Off site support to onsite team |
| 2 | Energy Conservation Expert | B.E/B.Tech and Accredited Energy Auditor | 10 years of experience in Energy Efficiency/ DSM/Energy Conservation | Off site support to onsite team |
| 3 | DSM Expert | B.E/ B.Tech | 8 Years of experience in Energy Efficiency/ DSM/Energy Conservation | Of f site support to onsite team |
| PMU Team | | | | |
| 4 | Onsite resource (Energy conservation) | B.E/ BTech | 5 years experience in the field of Energy Efficiency and Conservation | Full time onsite |
| 5 | Onsite resource (stakeholder communication and Transaction expert) | Degree/ Diploma in Mass Communication | 4 years in relevant field | Full time onsite |

The persons deployed by the PMU should be properly trained, have requisite qualification, experience and skills for carrying out the required tasks at the space provided by the UPNEDA to set up PMU.

6. Terms of Payment:

PMC have to quote a fixed Monthly retainership fees in the Financial Proposal for providing PMU Services. The Consultant is required to quote lump sum Monthly rate for all resources collectively, which shall be applicable for two years period. Completion of Contractual formalities by the firm would be an essential requirement for claiming any payment. The firm shall be entitled to get payment on quarterly basis. Travelling expenses for the consultants, posted at UPNEDA, for the visits outside Lucknow (if required and instructed by SDA/UPNEDA), can be claimed by the Agency separately on quarterly basis.

The PMC must ensure that the proposed resources, as mentioned in the proposal for the respective positions, shall be deputed full time at Lucknow for the entire duration of the project. The replacement of resources shall be allowed only in unavoidable circumstance of resignation of proposed resource from the Consultants Organization, which must be communicated beforehand and approved by UPNEDA. In such case, the newly proposed resource must have same or higher qualification and credentials, as provided in the consultants Proposal. Any reduction in professional experience of deployed resources will attract proportionate deduction in the monthly fees to be paid by UPNEDA, in proportion to the relevant experience of proposed resources and the resources deployed.

The UPNEDA will make quarterly payment to consultancy firm. Quarterly payment will be as follows:

First quarterly payment 15% on submission of draft DSM plan

2nd, 3rd, 4th 5th, 6th, 7th and 8th quarter 10% each quarter after submission of reports of respective deliverables of each quarter and regular functioning of PMU

Thereafter 15% after submission of all the documents as per satisfaction of UPNEDA and as required by the project under various deliverables.

The quarterly payment shall be adjusted of any absence, or change in resources as discussed.

7. Nodal Officer

Officer Incharge of UPSDA will be nodal officer for overseeing the working, deliverables and activities of the PMC for the UPSDA/ UPNEDA under the supervision of Secretary cum CPO, UPNEDA. The nodal officer shall also be the certifying officer related to completion of the above activities.

8. Project duration

The proposed PMU will be for an initial contract period of two years. The contract may be renewed at mutually agreed terms and conditions, with financial implications not more than 10% (ten percent) of the initial contract value, for year to year basis.

9. Performance Guarantee:

A Performance guarantee in the form of Bank guarantee issued by a nationalized bank, or State Bank of India and its subsidiary banks 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 the execution period of two years duration plus 6 months claim period thereafter. Performa for Performance bank Guaranty is enclosed. Bank Guarantee shall be in favour of "Director, UPNEDA".

10.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.

11. 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.

12. Ownership Of Materials:

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

13 Amicable Settlement of Disputes

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- A

Format for experience of firm for Establishment of Project Mngament Unit in last 3 Years
(For each assignment provide information separately)

Brief Description of the Firm

1. Project
2. Client:
 - 2.1. Duration (Start Date; End Date):
3. Consultancy Contract Value:
4. No of months input for the project
5. No of persons deployed in Project Management Unit (at client location)
6. Total person months under the Consultancy Contract:
7. Key personnel deployed /specialization/degree
8. Firm which undertook work?
9. Name of associate Consultants, if any:
10. Narrative description of project:
11. Experience relevant to the present assignment:

The firm also has to give details of the completed and On-going similar assignment in the above format (Separate sheet for each client). 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- 2- B

Format for Experiene of Executing Consultancy Assignments in the field of Energy Efficiency and Energy Conservation in last 3 Years

(For each assignment provide information separately)

Brief Description of the Firm

1. Project
2. Client:
 - 2.1. Duration (Start Date; End Date):
3. Consultancy Contract Value:
- 4 No of months input for the project
- 5 No of persons deployed on the project:
- 6 Total person months under the Consultancy Contract
- 7 Key personnel deployed /specialization/degree
- 8 Firm which undertook work?
- 9 Name of associate Consultants, if any:
- 10 Narrative description of project:
- 11 Experience relevant to the present assignment:

The firm also has to give details of the completed and On-going similar assignment in the above format (Separate sheet for each client). 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- 2- C

Format for experience of Executing projects for Enforcement of Energy Conservation Act 2001
in last 5 Years

(For each assignment provide information separately)

Brief Description of the Firm

1. Project
2. Client:
 - 2.1. Duration (Start Date; End Date):
3. Consultancy Contract Value:
- 4 No of months input for the project
- 5 No of persons deployed on the project
- 6 Total person months under the Consultancy Contract:
- 7 Key personnel deployed /specialization/degree
- 8 Firm which undertook work?
- 9 Name of associate Consultants, if any:
- 10 Narrative description of project:
- 11 Experience relevant to the present assignment:

The firm also has to give details of the completed and On-going similar assignment in the above format (Separate sheet for each client). 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

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

1. Proposed Position:-----
2. Name of Firm:-----
3. Name of Staff (Team Member): -----
4. Date of Birth: -----
5. Education: -----
6. Membership of Professional Associations: -----
7. Other Relevent Qualification:-----
8. Employment Record:
From:----- To: -----
Employer: -----
Position held (with brief description): -----
9. Total Experience :
10. Certification:
11. I, the undersigned, certify that to the best of my knowledge and belief, information provided in this CV is correct.

Signature of the Staff Member

Note:

1. The CV of All the team members, whether onsite or off site, will be provided
2. Indicate university and other specified education of the staff members, giving name of the institution, degree obtained and date of obtainment.
3. Indicate significant qualification and training

FORM NO. T-5

(Qualification and experience of the key personnel)

A: Off Site Team:

| Sl. No. | Name of the Key Personnel | Position | Qualification | Total Experience |
|---------|---------------------------|----------|---------------|------------------|
| | | | | |
| | | | | |
| | | | | |

B. On Site Team

| Sl. No. | Name of the Key Personnel | Position | Qualification | Total Experience in Relevant field |
|---------|---------------------------|----------|---------------|------------------------------------|
| | | | | |
| | | | | |
| | | | | |

Signature

Full Name & address

Seal

FORM NO. T-6

Undertaking as to firm is not presently blacklisted or debarred from Central/State Government

It is declared that our firm_____ is not been presently blacklisted or debarred 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)

RFP NO.:---02/ EC /UPNEDA/SDA/2019

Name of the Firm: -----

The retainer fees per month in for the first two years of PMU Services shall be as under:

| S.no | Item | Lump Sum Amount-Monthly Fees (in Rs.) exclusive of GST |
|------|--|--|
| I | The objective of this PMU Services (the “Objective”) is Selection of Project Management Consultant (PMC) ‘for providing support to the State Designated Agency (SDA) for Energy Conservation and Energy Efficiency activities for two years in the state of Uttar Pradesh as defined in Scope of services and for Establishment of Project Management Unit (PMU) to assist UPSDA, on retainer-ship basis.’ . | |

NOTES:

- 1) The lump sum price monthly Retainer ship fees should include overhead / out of pocket expenses, travel, boarding, lodging, visits, all Taxes /Duties (if any) etc. but excluding GST which shall be paid by UPNEDA as per prevailing rates.
- 2) The prices shall remain FIRM till completion of the Assignment.
- 3) GST, as applicable shall be paid over and above the total cost of the PMU Services as stated above.

(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 OF THE UNCONDITIONAL AND IRREVOCABLE BANK GUARANTEE FOR EARNEST MONEY DEPOSIT

(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution.)

In consideration of the (*Insert name of the Bidder*) submitting the Bid *inter alia* ‘for providing support to the State Designated Agency (SDA) for Energy Conservation and Energy Efficiency activities for two years in the state of Uttar Pradesh as defined in Scope of services and for Establishment of Project Management Unit (PMU) to assist UPSDA, on retainer-ship basis.’, for meeting the terms and conditions in response to the RfP DOCUMENT----- dated -----, issued by **Uttar Pradesh New and Renewable Energy Development Agency** (“UPNEDA”), and UPNEDA agreeing to consider the Bid of [*Insert the name of the Bidder*] in accordance with the terms of the E-BID DOCUMENT, the (*Insert name and address of the bank issuing the Bid Bond, 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 [*Insert Name of the Place from the address of UPNEDA*] forthwith on demand in writing from UPNEDA or any representative authorized by it in this behalf an amount not exceeding Rupeeson 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 Earnest Money Deposit in accordance with Clause 9 of the terms of reference of the E-BID DOCUMENT*) 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...).
UPNEDA or its authorized representative shall be entitled to invoke this Guarantee until [*Insert Date, which is six months after the date in the preceding sentence*].
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 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 the 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 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.

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.

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 Rupees - -----and it shall remain in force until [Date to be inserted on the basis of Clause 9 of Terms of Reference of the E-BID DOCUMENT], with an additional claim period of 6 (six) months thereafter. We are liable to pay the guaranteed amount or any part thereof under this BANK GUARANTEE only ifthe UPNEDA or its authorized representative 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 | Signature |
| Name | Name |
| Address | Address |
| Designation with Bank Stamp Signature | Designation with Bank Stamp 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 2019.

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