

**UTTAR PRADESH NEW AND RENEWABLE ENERGY
DEVELOPMENT AGENCY (UPNEDA)**

Uttar Pradesh State Designated Agency (UPSDA)

E-TENDER DOCUMENT

For

**Hiring of an Agency (Knowledge Partner) “To Organise Investment
Bazar Conference in Uttar Pradesh”**

Tender NO.: 05/ EC /UPNEDA/SDA/2021,



Uttar Pradesh New and Renewable Energy Development Agency

Uttar Pradesh State Designated Agency

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

VibhutiKhand, Gomti Nagar Lucknow 226010

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

Website: <http://www.upneda.org.in>

E-Mail: ashok.upsda@gmail.com, ho_ashok@rediffmail.com

Tender Notice

Bid NO.: 05/ EC /UPNEDA/SDA/2021

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

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

VibhutiKhand, Gomti Nagar, Lucknow UP

Tel.No.9415609008, 0522-2720779, 2720829

Website: www.upsavesenergy.com, www.upneda.org.in,

E-Mail:ashok.upsda@gmail.com, ho_ashok@rediffmail.com

UPNEDA invites bids from experienced and interested consultancy firms /consortiums as knowledge partner “To **Organize Investment Bazar Conference in Uttar Pradesh**” The detailed scope of the work with eligibility conditions is described in the Bid Document.

The tender document is available at the website www.etender.up.nic.in. The interested bidders may view, download bid document and submit their bid upto the date mentioned in the table below along with Bid Processing Fee and Earnest Money:

a)	Publication of Tender	27 April 2022
a)	Availability of the bid document on web site (date and time)	27 April 2022 to 18 May 2022 upto 5:00 PM
b)	Pre-Bid Conference	5th May 2022 at 11:00 AM Google Meet joining info Video call link: https://meet.google.com/uij-pfax-bgr
c)	bid submission end date and time	18 May 2022 upto 06:00 PM
d)	Technical bid opening date and time	19 May 2022 at 11:00 AM
e)	Financial bid opening date	To be decided after evaluation of Technical Bid
f)	Venue of opening Technical & Financial –bid is UPNEDA Head Office	

As such the hard copies of the tender document is not required to be sent, however the Demand Draft of Bid Processing Fee Rs. 4000.00 +GST Rs. 720.00 total Rs. 4720.00 and Earnest Money Rs. 20500.00 as Bank Guarantee or Demand Draft and other relevant documents (as detailed in the bid document), should reach UPNEDA’s head office latest by **05 May 2022 upto 10:00 AM**. The Demand draft of any nationalized or Scheduled bank should be in favour of Director UPNEDA.

All updation/information about above tender will be publish on UPNEDA **website www.upneda.org.in and/or E-Tender website www.etender.up.nic.in**.

The Director, UPNEDA reserves the right to reject any/all offer without assigning any reason thereof. The decision of the Director UPNEDA shall be final and binding.

**DIRECTOR
UPNEDA**

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 Tender NO.: **05/ EC /UPNEDA/SDA/2021,**

Sir,

We hereby submit our offer in full compliance with terms & conditions of the above tender. The document, duly signed on each page along with all the required documents and Bid Processing Fee 4720 issued in favour of Director UPNEDA by ----- bank, branch ----- is also submitted as a proof of our acceptance of all terms/ Conditions.

Details of Bid Document and Fee Deposition

A. Bid Processing Fee : Deposited by DD No Dated.....
in favour of Director UPNEDA : Issued by: Bank & Branch
: Amount(Rs.)

Demand Draft of Rs. 4720/- (Rs. Four thousand Seven Hundred Twenty only) in favour of Director UPNEDA payable at Lucknow.

B. Bid Security (Earnest Money) (1) as Bank Guarantee : issued by Bank
in favour of Director UPNEDA : Branch

as per the proforma attached at annexure -----.

Or as Demand Draft : DD No..... Dated
: Issued by: Bank & Branch
.....
Amount (Rs.).....

The Earnest money of Rs. 20500 as Demand Draft or Bank Guarantee issued by State Bank of India or any Nationalized or Scheduled commercial Bank in favour of Director UPNEDA is also enclosed.

Photos of the DDs against Bid processing Fee and Bank guarantee or DD towards Earnest money is uploaded on the website along with the tender and other relevant documents, however the hard copy is also sent through speed post/ courier.

We confirm that, we have the capability for carrying out the work as Knowledge Partner for identifying bankable energy efficiency projects and organizing conferences in various locations.

(Signature of Bidder)

With Seal

1. List of Annexure:

1. Documents for experience for organizing energy efficiency training & workshops within last 5 years.
2. CV of project coordinator and trainers engaged for training program.
3. Power of Attorney in the name of Authorized signatory
4. Undertaking of not blacklisted /debarred by any Govt. Dept/ undertaking for any work
5. Undertaking for not involve in major litigation
6. Methodology of work
7. Bid Processing Fee
8. Bid Security (earnest Money)

2. 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)	Have anything/extra other than price of items (as mentioned in price Schedule) been written in the price schedule.	
(ix)	Have the Bidder is presently debarred/ blacklisted by any Govt. Deptt./ Undertaking for undertaking any work at the time of bid submission?	
(x)	Details of offer (please mention number of pages and number of charts /tables in the hard copy)	
(xi)	Reference of any other information attached by the tenderer (please Mention no. of pages & no. of charts/tables	
(xii)	DD no and bank details for the Bid processing Fee	
(xiii)	Details of bank guarantee or DD for Earnest Money	

Table of Contents

Contents

1. Introduction	6
2. About the SDA.....	6
3. Objective	6
4. Scope of Work	6
5. Minimum Eligibility Criteria.....	10
6. Documents to be enclosed with the bid.....	10
7. Financial Proposal	11
8. Evaluation	11
9. Bid Processing Fee:	13
10. Earnest Money/ Bid Security:.....	13
11. Performance Security:	13
12. Instruction to Bidders	13
13. Clarification& Amendments to RFP.....	14
14. Withdrawal of Invitation to Bid	14
15. Validity of Proposals.....	14
16. Timelines.....	14
17. Conflict Of Interest	14
18. Rights of UPNEDA (UPSDA).....	15
19. FORCE MAJEURE	15
20. Governing Law &Jurisdiction:	15
21. Termination of Bid :.....	15
22. Transfer/ Sublet the work:.....	15
23. Settlement of Dispute and Arbitration:	15
24. Termination of Contract	16
25. Liquidated Damages	16
26. Option Clause	16
27. Terms of Payment.....	16
FINANCIAL BID	17
Appendix-I.....	18
Appendix-II.....	19
Appendix-III	21
Appendix-IV	23

1. Introduction

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

2. About the 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. UPNEDA is implementing various energy efficiency programs of BEE. The three major roles envisaged for SDA in implementing EC Act are as:

- i. Development Agency
- ii. Facilitator
- iii. Regulatory/ Enforcing Body

3. Objective

Conferences are an important tool to disseminate information. It is important that SDA organize conferences at regular interval to disseminate information to various stakeholders. These conferences can also be used as a platform to address the practical issues faced by these professionals at ground, which can be subsequently highlighted to BEE for further necessary action.

Considering the problems of financing energy efficient projects by various organizations, **UPSDA is planning to engage Knowledge Partner** to identify various energy financing projects and assist UPSDA in this field and organize one day conferences as “**Investment Bazar Conference for Energy Efficiency**” at **5 locations** of Uttar Pradesh.

The major aim of the conference is to bring all the stakeholders of EE at one place to increase the dealings in EE projects. The bankers/NBFC and Original Equipment Manufacturers (OEMs) will be invited to put their stalls at the venue for showcasing their financing products available for EE Projects.

4. Scope of Work

Financing the Energy Efficiency (EE) Projects is one of the major challenges faced by stakeholders. In order to promote financing in energy efficiency and eradicating the financing barriers in Energy Efficiency, UPSDA (UPNEDA) want to engage **Knowledge Partner** for Energy Efficiency Financing Projects who can identify various energy efficiency projects which can be financed by Financial Institutions (Banks), assist UPSDA time to time for energy efficiency financing projects during the period of engagement and organize total 5 nos. one day conferences as ‘Investment Bazar for Energy Efficiency’ at 5 (five) locations of Uttar Pradesh. These conferences will help for ease of getting loan by various industries and organizations for viable EE Projects. Various facilities such as Backdrop, standees and banners, lunch and tea with snacks etc., experts for the conferences and other facilities such as projector, laptop (minimum 2 nos), mikes etc. are to be arranged by the agency. The venue should be a good hotel upto 3 star level.

Agency will be engaged for one year duration; however they have to complete all the conferences (total 5 numbers) in 08 months period. The detail scope of Work is given below:

4. 1. Target Audience:

Various industries large as well as MSME, Industries associations and organizations such as hotels industries/ organizations under PAT program and other related stakeholders of that zone. Leading banks, Non- Banking Financial Institutions, Original Equipment manufacturers etc. will also be invited as participants as well as to setup stalls.

Total no of participants should be atleast 50.

4.2 Tentative Location for the Investment Bazar Conferences:

- i. Lucknow
- ii. Varanasi
- iii. Kanpur
- iv. Ghaziabad/NOIDA
- v. Agra

Agency has to Contact concern stakeholders for participation in the conference.

4.3. Chief Guest :

The conference can be inaugurated by a honourable public representative of the area such as Minister/ MLA/MLC/MP/ etc. However in absence of public representative Senior Government Official from State Government or District may be invited to inaugurate the conference.

The Chief Guest will be decided in consultation with UPSDA. Project Officer of UPNEDA of concern district may facilitate for the same.

4.4. Professional & Experts for providing training in the conference:

Agency should have atleast one financial expert and one technical expert (Certified Energy Auditor/ Accredited Energy Auditor) who will assist UPSDA in identifying required bankable EE projects to be showcase during the Investment Bazar Event. The technical expert will also work as project coordinator. CV of experts will be provided in Bid documents. Project Co-ordinator will not be replaced without prior approval of UPNEDA. In case the Project Co-ordinator is needed to be replaced, CV of the proposed Project Co-ordinator should be sent to UPSDA for approval. The person should be having equivalent or better qualification and experience in comparison to the previous Project-Co-ordinator.

Experts for the conference: Agency, in consultation with UPSDA and BEE should finalize list of experts for various locations of the conferences. Beside expert from the Knowledge Partner the other potential speakers may be:

Financial Institutions such as 'SIDBI, IREDA, PFC', MNCs such as 'world bank, KFW, JICA etc.', Public sector banks who are well versed with EE financing to present procedure and case studies, Large Scale Industries, Industries Associations who can present case studies about getting finance for their projects.

4.5. Follow Covid Norms:

Agency is required to follow various norms for COVID as prescribed by the Government e.g. maintaining distance, availability of sanitizers etc.

4.6. Logo:

Use UPNEDA's & BEE's logo on the backdrop, standees, banners or any other documents prepared for the conference.

4.7. Topics to be covered

- I. Introduction to Energy Efficiency and Market Opportunities: include policy initiatives of BEE, PAT scheme, Why EE Financing is attractive proposition to FIs
- II. Energy Efficiency Financing program of BEE: Partial Risk Guarantee Fund for Energy Efficiency, Partial Risk sharing Facilities for EE, Venture Capital Fund for EE, Bankers perspectives on EE projects and other initiatives of BEE.
- III. Energy Efficiency financing Business Models
- IV. Role of ESCOs for implementing energy efficiency projects and financing such projects by banks.
- V. Project Appraisal – Financing: Key aspects of financial appraisal, Loan securities Considerations, Risk Analysis, Risk Assessment & Mitigations etc.
- VI. Type of Loans and Energy efficiency project funding mechanism
- VII. Project Appraisal – Technical
- VIII. Case studies on Energy Efficiency Financing Projects
- IX. Showcase of Identified bankable EE projects in the conference.
- X. Other Topics related to the project

4.8. Others Points for Scope of Work:

- i. Finalization of agenda for the conferences in consultation with SDA. Preparation of background papers.
- ii. Inviting Industries and Financial Institutions on EE for this conference. Send invitation letter along with agenda &/or brochure for the program to speakers, industries and banks/NBFCs for participation. Follow up with participants. Also to invite Industries Associations, PAT industries and to showcase investment potential in their respective unit/sectors. These speakers can also present successful case studies of implementing energy efficiency projects where financing is sought from Banks/NBFCs.
- iii. Identify bankable EE projects in industries that could be showcased in this conference (with DPR and presentation for the projects. As such **for Every Conference, the contractor should work for identification of 10 bankable energy efficiency projects of Uttar Pradesh which can be showcase during the conference for financing by banks. In any case atleast 5 bankable projects should be showcased in each event. Each Bankable Energy Efficiency Project should have the capability of Annual Energy saving equivalent to 02 Million Unit or more.** The Knowledge Partner may contact various industries and other organizations for the same.
- iv. To organize the conference, which include arrangements for venue with seating arrangement (in round tables) for about 50 personnel in each conference. Venue should cover exhibition area. However, cost of putting up stalls shall be borne by banks/NBFCs. Tables, chairs etc. should be made available for the stalls. Organizing all logistics related to conference like Venue, Food (lunch packet, tea & snacks, high tea for chief guest etc.), press release, etc. duly approved by SDA.
- v. Registration and compeering during the conference.
- vi. Arrangement of good quality training kits which shall include good quality bags, printed conference material, notepad, pen etc., for the participants and guests in consultation with SDA.
- vii. Basic facilities on the stage to be organized including decoration of stage, including podium with mike. Agency should ensure availability of sound system with atleast 02 cordless mikes (with spare

batteries) and one mike for the podium, a projector for the presentation etc. Agency or its team members should have atleast 2 laptops for the Power point presentation during the training conference. A backdrop to be placed on wall of the hall. One or two standee should also be placed outside the venue to guide the participants. Agency should also prepare name tags. Design of Backdrop, podium stand, outside standees and name tag shall be finalised in consultation with UPSDA. The agency should arrange for a lamp with 4-5 wicks so as Chief Guest may light the lamp (**nhizTpyu**) during inauguration of conference.

- viii. Arrange mementos for speakers and dignitaries. Mementos should represent energy efficiency in some way.
- ix. Printing of feedback forms, back ground note, final agenda and guidelines for energy efficiency financing, in consultation with UPSDA. To arrange Name Board for speakers (including dignitaries).
- x. To arrange for boarding and lodging which will also cover local conveyance for all the eminent speakers and experts, including officers of BEE.
- xi. To reimburse all domestic (economic class ticket or second class AC rail fare), local travel incurred by eminent speakers/experts (if required).
- xii. Photography of the event. A photographer to be arranged to take about 50 – 60 pictures of the conference

Photography must include following as given below:

- photographs of participants,
- Photographs of trainers and experts (while delivering the lecture during the conference)
- Photographs for inauguration of the conference, showing backdrop, venue and date etc.
- Prepare 2 set of photo album with about 50 photographs in each album. Photos should be finalized in consultation with UPSDA.

Some good photographs should be placed in the proceedings of the conference. Agency should also submit all photographs in soft copy (in original format of photos) to UPNEDA immediately after the event along with details of Chief Guest & number of participants.

- xiii. Collection of feedback from the participants.
- xiv. Prepare proceedings of all the conferences and finalize it in consultation with UPSDA. Provide 3 sets of colour copy of final proceedings and submit to UPSDA. Soft copy of the proceedings should also be submitted.
- xv. Proceedings should also include case studies presented in the conference. Summary of some important project submitted for financing during the conference, along with the name of the bank willing to finance, should also be included in the proceedings.
- xvi. Submission of a detailed combined report of all the conferences. The report contains following related documents to SDA :
 - Executive Summery
 - Topic of the conferences
 - Details of power point presentation
 - Summary of the programs organized
 - Few important photographs of the events
 - Consolidated list in tabular form {including date of the program, program venue, no of participants,

- Chief Guest of the conference (Name & Designation)}
- Outcomes / leanings of every conference and comparative analysis thereof.
- Other relevant information and conclusion
- xvii. Meeting any other requirement for the successful completion of the conference.

4.9 Press note (In Hindi & English):

Press note (In Hindi & English) is to be prepared by agency, highlighting the main event including 02-03 photographs with the visibility of Chief Guest. Agency has to ensure its publication in newspapers through district officer of UPNEDA. This press note should also be shared with UPNEDA head office through Email (ashok.upsda@gmail.com) at the same time. Template for the press note will be provided by UPNEDA head Office.

5. Minimum Eligibility Criteria

The Agency/Institute submitting bids for this assignment should fulfil the following minimum criteria:

- i. Agency/Institute should be incorporated/registered in India.
- ii. Agency / Institute may be a single entity or a firm or consortium of not more than two (2) consultants. In case of consortium, attested copy of agreement /MoU/Partnership deed already executed between parties shall be enclosed.
- iii. Bidder/consortium should have atleast one Certified Energy Auditor on payroll of the company atleast from last one year, who will also work as Technical Expert. Bidder/consortium should have atleast one financial expert.
- iv. The bidder/consortium should have average annual turnover of Rs. 15.0 Lakh in last 3 financial years 2017-18, 2018-19, 2019-20.
- v. The bidder / consortium should have a minimum 05 years of work experience in the area of Energy Efficiency & Conservation (**Appendix-I**).
- vi. The bidder /consortium should have conducted atleast 10 Trainings/ workshops/ conferences on Energy Efficiency in last 05 years (2016-17 to 2019-20). Workshop/ conferences conducted on energy efficiency financing or similar topics will be an additional advantage. List of the training programs/workshops/ conferences with location etc. to be attached.
- vii. The bidder /either of the agencies in the consortium should not be involved in any major litigation that may have an impact affecting or compromising the delivery of services as required
- viii. The bidder/ either of the agencies in the consortium should not be blacklisted by any Central / State Government/ Public Sector Undertaking in India.
- ix. The bidder/ either of the agencies in the consortium should not be involved in major litigations.

6. Documents to be enclosed with the bid

The following documents should be attached with Technical Proposal:

- i. Registration / incorporation certificate.
- ii. In case of consortium, attested copy of agreement / MoU / Partnership deed already executed between parties would be enclosed.

- iii. Income tax return certificates for last two years (FY 2018-19 & 2019-20) along with copy of GST certificate and PAN card.
- iv. Proof of turnover of last three years (2017-18, 2018-19, 2019-20) duly certified by the Charters Accountant.
- v. List of the training programs/workshops/conferences on energy efficiency organized along with its location, date and duration.
- vi. Experience certificate in the field of energy efficiency. List of Energy Efficiency works completed in last 03 years etc. (work orders & completion certificates should be attached).
- vii. List and details including CV of Certified Energy Auditor (Project-Coordinator), Finance Expert, professionals/staff and infrastructure concerned with related work for the conference and to assist SDA for identification of required bankable EE projects to be showcased during the Investment Bazar event.
- viii. Undertaking for declaration for not being blacklisted by any Central / State Government / Public Sector Undertaking in India. Undertaking for declaration about not being involved in any major litigation.
- ix. Agency will have to submit document for Understanding of assignment along with methodology indicating broad scope of work, plan and roadmap of said work.

7. Financial Proposal

- i. The Financial proposal will only be considered for technically qualified bidders as per the RFP conditions.
- ii. The financial proposal should state the cost (both in numerals and in words)
- iii. The financial proposal shall include all cost related to the programmes & those stated in the scope of work
- iv. Any other cost, not listed, shall be decided by competent authority of UPSDA/UPNEDA.
- v. Cost of lodging, boarding and travelling expenses of speakers and experts will not be part of the proposal rather will be paid separately as actual. The agency should provide bill with supporting documents for the same. The total amount for the above should not exceed Rs. 50000.00 per conference.
- vi. The rates for award of work will be decided through QCBS as mentioned in the Evaluation.
- vii. The decision of UPSDA/UPNEDA shall be binding on the Agency.

8. Evaluation

The Offers are proposed to be evaluated based on Quality Cum Cost Based Selection (QCBS) methodology as mentioned below:

8.1 Technical evaluation

First the Technical Bids shall be opened and evaluated.

- i) 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).
- ii) The rectifiable discrepancies in the Technical Bid, if any would have to be corrected by the Bidder

within a period of three (3) days of the intimation given to them failing which Financial Bid would not be opened even if the Bidder has passed the technical evaluation.

Quality cum Cost Base Selection

1	Average Annual Turnover in last three financial year 2017-18, 2018-19, 2019-20. Kindly submit turnover certificate duly certified by chartered Accountant	25
1.1	Rs. 15 Lakh- less than Rs. 30 Lakh	15
1.2	Rs. 30 Lakh - less than Rs. 50 Lakhs	20
1.3	Rs. 50 Lakh and above	25
2	Project Co-ordinator/ Team Leader (Relevant Qualification and experience documents to be attached)	10
2.1	Certified Energy Auditor	5
2.2	Accredited Energy Auditor	10
3	No of Professional staff in Energy Efficiency Field who will be engaged for the project. (Relevant Qualification and experience documents to be attached)	10
3.1	2 professionals in Energy Efficiency field	5
3.2	More than 02 professionals in Energy Efficiency field	10
4	Finance Expert (Relevant Qualification and experience documents to be attached)	10
4.1	M.Com with diploma in financial management and/or other courses of financial management etc.	6
4.2	MBA Finance	10
5	No of Training Programs/Workshops/ conferences organised in the field of Energy Efficiency in last 05 Financial Years 2016-17 to 2020-2021 (Work order and completion certificates to be attached)	25
5.1	From 10 to 12 programs	5
5.2	Above 12 programs (Additional 01 Marks for each additional 02 programs or part of it, Upto Max 20 Mark)	20
6	Training Program organized on Energy Efficiency Financing/ Investment Bazar etc.	5
7	Methodology indicating broad scope of work, plan and roadmap of said work	15
Total		100

8.2 Financial Evaluation

- i) 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.
- ii) 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 bidder.
- iii) Each Financial bid will be assigned a financial score (SF).
- iv) For financial evaluation, the total cost of Services quoted in the financial bid, will be considered.

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

9. Bid Processing Fee:

Bid Processing Fee **Rs. 4000 .00+ 18% GST Rs. 720.0 total Rs. 4720.00 (Rupees Four thousand Seven hundred Twenty only)** is to be submitted through Demand draft in favor of Director UPNEDA, payable at Lucknow, issued by a nationalized bank, or State Bank of India and its subsidiary banks or scheduled commercial bank.

10. Earnest Money/ Bid Security:

The bidder shall furnish, as part of its bid, bid security/ Earnest Money of **Rs 20,500.00 (Rupees Twenty Thousand Five Hundred only)** in the form of Bank guarantee/Demand Draft in favor of Director UPNEDA, payable at Lucknow issued by a nationalized bank, or State Bank of India and its subsidiary banks or scheduled commercial bank. The bank guarantee shall be valid for a period of 180 days from the opening of the bid. Format enclosed.

Any bid not secured with the 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 tenders have been decided, to those Bidders who fail to get the contract.

The bid security (earnest money) may be forfeited if a bidder withdraws its tender during the bid evaluation or not signing the agreement after award of the contract.

EMD of successful bidder shall only be released after signing of agreement and submission of bank guarantee towards Performance Security for 03% of total contract value.

11. Performance Security:

A Performance security in the form of Bank guarantee issued by a nationalized bank, State Bank of India and its subsidiary banks or scheduled commercial bank, for an amount equivalent to 03% of Contract value, is to be submitted by successful bidder prior to the execution of contract agreement. The bank guarantee shall be valid for One years period. Performa for Performance bank Guaranty is enclosed. Bank Guarantee shall be in favour of "Director, UPNEDA".

12. Instruction to Bidders

- i. Preliminary scrutiny of the proposal will be made to determine whether they are complete, whether the documents have been properly signed
- ii. Proposals not conforming to such preliminary requirements will be prima facie rejected.
- iii. The proposals would be evaluated on the basis of the pre-qualification criteria and prior experience of Agency/Institute in the areas as mentioned in bid document. However, SDA in its sole/absolute discretion can apply whatever criteria deemed appropriate in determining the responsiveness of the proposals submitted by the respondents.

- iv. The Offers are proposed to be evaluated based on Quality Cum Cost Based Selection (QCBS) methodology
- v. The bidders who get a score of minimum 70 marks or more, out of 100 in technical Evaluation, shall qualify for further consideration.
- vi. Agency will have to provide services of Professionals for conferences, whose CV will be provided in Bid documents. Professional will not be replaced without prior approval of UPNEDA. In case professionals have to be replaced, experience and qualification should be equivalent to the previous professionals.
- vii. All update/information about above tender will be publish on UPNEDA website www.upneda.org.in and/or E-Tender website www.etender.up.nic.in.

13. Clarification& Amendments to RFP

- i. During technical evaluation of the proposals, UPNEDA may, at its discretion, ask respondents for clarifications on their proposal. The Respondents are required to respond within the time frame prescribed by UPNEDA.
- ii. At any time prior to the last date for receipt of bids, UPNEDA, may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective respondent, modify the RFP document by an amendment. In order to provide prospective respondent reasonable time in which to take the amendment into account in preparing their bids, UPNEDA may, at its discretion, extend the last date for the receipt of Bids and/or make other changes in the requirements set out in RFP and/or cancel the RFP. The amendments shall be notified through UPNEDA website and such amendments shall be binding on them

14. Withdrawal of Invitation to Bid

While the UPNEDA has floated this tender 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

15. Validity of Proposals

Proposals shall remain valid for a period of 90 days from the date of opening. A Proposal valid for shorter period may be rejected as non-responsive

16. Timelines

The Agency / Institute shall be engaged for a period of one (1) year from the award of work order for completion of all the conferences as per scope of work and to the satisfaction of SDA. All the conferences should be completed within 6 months from the award of contract. Proceedings of the conference should be submitted within a week after completion of the conference. Final proceedings should be submitted within 15 days after completion of the last conference.

17. Conflict Of Interest

- UPNEDA requires that the Agency should provide professional, objective, and impartial advice and at all times hold the UPNEDA interests paramount, strictly avoid conflicts with other assignments/jobs or their own corporate interests and act without any consideration for future work.
- Agency shall not receive any remuneration from any stakeholder in connection with the assignment except as provided in the work contract.
- Agency shall not be engaged for any assignment that may place them in a position of being unable to carry out the assignment in the best interest of UPNEDA

18. Rights of UPNEDA (UPSDA)

UPNEDA reserves the right to accept or reject any Proposal, and to annul the process and reject all Proposals at any time prior to the signing of the agreement, without thereby incurring any liability to the affected Respondent(s) or any obligation to inform the affected Respondent(s) of the grounds for such decision

19. FORCE MAJEURE

- (i) Notwithstanding the provisions of clauses contained in this deed; the contractor/ bidder shall not be liable for forfeiture of its liquidated damages, termination for default, if he is unable to fulfil his obligation under this deed due to event of force majeure circumstances.
- (ii) For purpose of this clause, "Force majeure" means an event beyond the control of the contractor/ bidder and not involving the contractor/ bidder's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of Government either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes
- (iii) However, if a force majeure situation arises, the contractor/ bidder shall immediately notify the "UPNEDA" in writing. The decision of the competent authority of UPNEDA in above conditions shall be final.

20. Governing Law & Jurisdiction:

- i. The High court of Judicature at Allahabad and Courts subordinate thereto, at Lucknow, shall alone have jurisdictions to the exclusion of all other courts
- ii. The appointed Agency / Consortium shall not collect from any stakeholders, any amount whatsoever. Necessary action will be taken in case it is found that the condition has been violated by the service provider

21. Termination of Bid :

SDA shall have the right to reject this bidding process any time before issuing letter of award to the selected agency / institute.

22. Transfer/ Sublet the work:

- i. The contractor/ bidder shall not, without the consent in writing of "UPNEDA", transfer, assign or sublet the work under the contract or any substantial part thereof to any other party
- ii. "UPNEDA" shall have at all reasonable time access to the works being carried out by the contractor/ bidder under the contract. All the work shall be carried out by the contractor/ bidder to the satisfaction of "UPNEDA".

23. Settlement of Dispute and Arbitration:

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/Secretary of the Uttar Pradesh or a person nominated by him not below the rank of Secretary. This reference shall be governed by the Indian 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

24. Termination of Contract

UPNEDA reserves the right to short close/terminate the contract at any time by notice in writing to the contractor, without assigning any reason thereof. In the event of short closing/termination of contract, payments due to the firm (Contractor) shall be limited of the services completed by them up to the date of termination. Such expenses shall be assessed by “UPNEDA”, whose decision shall be final and binding on the consultant.

If performance is not found satisfactory the work shall be terminated as whole or part thereof at any time.

For Every Conference, the contractor will have to work for identification of 10 bankable energy efficiency projects which can be showcase during the conference for financing by banks. If the Knowledge Partner (contractor) is not able to identify minimum 05 such projects as mentioned in scope of work then the contract will be terminated and Performance Bank Guarantee will be forfeited.

25. Liquidated Damages

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 @ 1% (One 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

26. Option Clause

UPNEDA reserves the right to increase or decrease the quantity of training programs upto 25% of bid quantity at the time of placement of contract. UPNEDA also reserves the right to increase the order quantity by upto 25% of the contracted quantity during the currency of the contract at the contacted rate. Bidders are bound to accept the order accordingly

27. Terms of Payment

- 27.1 80% payment against total value of each conference shall be released after successful completion of program and submission of proceedings, photographs with album and submission of required documents (as defined in scope of work), to the satisfaction of SDA.
- 27.2 Balance 20% payment of total order value shall be released after completion of total work including submission of final proceeding (Combined document as mentioned in scope of work) to the SDA, after approval of draft report by UPSDA.
- 27.3 100% Payment against engagement of Knowledge Partner will be made after completion of the project.
- 27.4 TDS and other taxes will be deducted as applicable.
- 27.5 Performance Security will be released after successful payments as mentioned above

FINANCIAL BID
Tender No.:5/ EC /UPNEDA/SDA/2021

Name of the Firm: -----

Financial Proposal “**To organise Investment Bazar Conferences on Energy Efficiency**”

Rate will be provided by firm for one conference as given below

S. No.	Item	Amount (in Rs.)
1.	Working as Knowledge Partner and organising Investment Bazar Conference as per scope of work	
2.	GST	
	Total Amount	Rs.
	Total Amount in Word	

Note:

- 1.** Boarding, Lodging and Travelling of eminent speakers/ experts will be paid as per actual (total expenditure should not exceed Rs. 50000.00).
- 2.** All other expenses required for smooth running of the conference will be part of the offer and no separate/additional payment other than rate mentioned above, will be made by UPNEDA.
- 3.** UPNEDA will deduct the applicable taxes (TDS etc.), as per rules.
- 4.** Submission of detailed conference report including all the conference will be part of the assignment.

Format for Prior Experience of Agency/Institute

Name of Agency/ Institute		
Assignment /job name		
Nature of Assignment		
Description of Project		
Approx. value of the Contract (in Rupees)		
Country		
Location within country		
Duration of Assignment/job (months)		
Name of Employer		
Address and contact details		
Total No. of staff-months of the Assignment/job		
Approx. value of the Assignment/job provided by Your firm under the contract (in Rupees)		
Start date (month/year)		
Completion date (month/year)		
Name of associated Consultants, if any		
No of professional staff-months provided by Associated Consultants		
Name of senior professional staff of your firm Involved and functions performed		
Description of actual Assignment / job provided by Your staff within the Assignment/job		

Note:

Please attach Letter of Intent/ Work Order / Certificate of successful completion for each project, from the respective Client(s) along with CVs personnel engaged in each Assignment.

(Signature of Authorized Person)

Name:

Designation:

Stamp of Institute/Agency:

Date:

Format of the unconditional and irrevocable Bank Guarantee for Bid Security/ Earnest Money Bank Guarantee (EMD)

(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 **“To Engage Knowledge Partner and organise Investment Bazar Conferences on Energy Efficiency.”** for meeting the terms and conditions in response to the Tender 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 Tender 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 Vibhuti Khand, Gomtinagar, Lucknow 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. Bank guarantee shall atleast be valid for 6 months from the date of opening of tender) 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 of the Tender 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 if the Director 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
Designation	Designation
Address	Address

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 2020.

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

Appendix-III

Format of the unconditional and irrevocable Bank Guarantee for Performance Bank Guarantee

To,

The Director,

UPNEDA

VibhutiKhand, Gomtinagar

In consideration of the, (hereinafter referred to as selected Consultant) selected for **“To Engage Knowledge Partner and organise Investment Bazar conferences on Energy Efficiency.”**, in response to the **Tender No. 05/EC/UPNEDA/SDA/2021** dated ----- **2022** issued by UP New & Renewable Energy Development Agency (hereinafter referred to as UPNEDA) and(name of consultancy Firm) (which expression shall unless repugnant to the context or meaning thereof include its executors, administrators, successors and assignees) as per terms of tender and the same having been accepted by the selected consultancy firm. As per the terms of the tender, the (Name of issuing Bank), having its head office at..... and Issuing Branch office at hereby agrees unequivocally, irrevocably and unconditionally to pay to UPNEDA, VibhutiKhand, Gomtinagar, Lucknow, forthwith on demand in writing from UPNEDA or any Officer authorized by it in this behalf, any amount up to and not exceeding **Rs** **/- (Rupees Only), on behalf of (Name of Firm).....**

The guarantee issued towards Performance Security for and on behalf of the selected consultancy firm shall be valid and binding on the (Name of issuing Bank), up to**2023**, and shall in no event not be terminable by notice or any change in the constitution of the Bank 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 knowledge or consent, by or between parties to the respective agreement.

Our liability under this Guarantee is restricted to **Rs..... /- (Rupees**). Our Guarantee shall remain in force until, **2023**. UPNEDA shall be entitled to invoke this Guarantee up to, **2023** i.e. the validity of this Guarantee by issuance of a written demand to invoke this guarantee.

..... (Name of issuing 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.

.....(Name of issuing Bank), shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by..... **(Name of the Firm)**.

.....(Name of issuing Bank), shall not require UPNEDA to justify the invocation of this BANK GUARANTEE, nor shall(Name of issuing Bank), have any resource 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 (Issuing Bank Head Office City), shall have exclusive jurisdiction.

.....(Name of issuing 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(Name of issuing Bank)

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

(Name of issuing 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/- (Rupees Only)** and shall remain in force until, **2023** thereafter This BANK GUARANTEE shall be extended from time to time for such period as may be requested by the (Consultancy firm)

Notwithstanding anything contained herein:

1. Our liability under this bank guarantee shall not exceed **Rs/- (Rupees Only)**.
2. This bank guarantee shall be valid up to, **2023** and
3. We are liable to pay the guarantee amount or any part thereof under this bank guarantee only and only if you serve upon us a written claim or demand before, **2023**

Executed this on Issuing Date of BG at (Name of issuing Bank with Branch Name),

Service Level Agreement

This agreement made on _____ day of, 2022 between UPNEDA, VibhutiKhand, Gomtinagar, Lucknow, herein after called UPNEDA on the one part and M/sherein after referred to as the Contractor on the other part.

Whereas the UPNEDA decided to award the work **“To Engage Knowledge Partner and organise Investment Bazar conference on Energy Efficiency.”** as per terms and conditions specified in the Bid document and rate of the work at the amount specified in the contract. The whole Bid document shall be annexed and will be treated as the part of this agreement. All Conferences as defined in scope of work should be completed within 08 months from the date of the work order. The agreement shall be valid for 12 months and shall be applicable from the date of signing of the agreement.

And whereas the Agency / Firm M/s-----, agrees for **“To Engage Knowledge Partner and organise Investment Bazar conference on Energy Efficiency.”** and submit report as per terms and conditions of the Bid document.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS;

1. In this agreement, words and expressions shall have the same meanings as are respectively assigned to them as per the general conditions of contract hereinafter referred to:
2. The following document shall be deemed to form and be constructed as part of this agreement
 - i) Copy of the Bid Document
 - ii) Work-order
3. The work will be executed strictly according to the scope of work as indicated in the Bid document and in Terms & Conditions of the Contract.
4. Rates are inclusive of all taxes.
5. All correspondence and modifications of proposal offer and acceptance letter will form part of this agreement.
6. In considerations of the payments to be made by UPNEDA to -----in respect of completed work, or item of work, the bidder hereby covenants with UPNEDA to execute the work in conformity in all respects with the provisions of this Agreement.
7. The UPNEDA hereby covenants to pay the bidder, in consideration of execution of works, the price in the manner as specified in this Agreement and mentioned here as:

S. No.	Item	Amount (in Rs.)
1.	Working as Knowledge Partner and organising Investment Bazar Conference as per scope of work	
2.	GST	
	Total Amount	Rs.
	Total Amount in Word	

Note:

1. Boarding, Lodging and Travelling of eminent speakers/ experts will be paid as per actual (total expenditure should not exceed Rs. 50000).
2. All other expenses required for smooth running of the conference will be part of the offer and no separate/additional payment other than rate mentioned above, will be made by UPNEDA.
3. UPNEDA will deduct the applicable taxes (TDS etc.), as per rules.
4. Submission of detailed conference report including all the conference will be part of the assignment.

In witness thereof, the parties hereto set their respective hands and seals on the day and year first above written.

In presence of

For & on behalf of M/s.

Witnesses

1. _____
2. _____

**For & on behalf of
Uttar Pradesh New and Renewable Energy Development Agency**

Witnesses

1. _____
2. _____

Annexure :A- General Conditions of the contract

B- Complete Bid document

Annexure A: General Conditions of the Contract

1. DEFINITIONS

- 1.1 In the deed of contract unless the context otherwise requires: -
- 1.2 “UPNEDA” shall mean The Director of UPNEDA or his representative and shall also include its successors in interest and assignees. The “Contractor” shall mean (successful bidder) i.e. the bidder (Agency/Firm) whose Proposal has been accepted by UPNEDA and shall include his legal representatives and successors in interest.
- 1.3 The work shall be completed as per the Scope of the Bid document and the period mentioned.

2. COMPLIANCE WITH RULES AND REGULATIONS:

The consultant shall have to comply with all the rules, regulations, laws and by-laws for the time being in force and the instructions if any, of the organization, in whose premises the work has to be done. “UPNEDA” shall have no liability in this regard.

3. FORCE MAJEURE

- 3.1. Notwithstanding the provisions of clauses contained in this deed; the consultant shall not be liable for forfeiture of its liquidated damages, termination for default, if he is unable to fulfill his obligation under this deed due to event of force majeure circumstances. "Force majeure" means an event beyond the control of the consultant and not involving the consultant's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of Government either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and fright embargoes.
 - 3.2. However, if a force majeure situation arises, the contractor shall immediately notify the “UPNEDA” in writing. The decision of the competent authority of UPNEDA in above conditions shall be final.
4. The High court of Judicature at Allahabad and Courts subordinate thereto, at Lucknow, shall alone have jurisdictions to the exclusion of all other courts.
 5. The contractor shall not transfer, assign or sublet the work under the contract or any substantial part thereof to any other party.
 6. “UPNEDA” shall have at all reasonable time access to the works being carried out by the contractor under the contract. All the work/ deliverables shall be carried out by the contractor to the satisfaction of “UPNEDA”.
 7. **AMICABLE SETTLEMENT OF DISPUTES:** If any question, dispute or difference what so ever shall arises between “UPNEDA” and the consultant, 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/Secretary, Department of Energy & Additional Sources of Energy, Uttar Pradesh or a person nominated by him not below the rank of Secretary. This reference shall be governed by the Indian 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

8. SHORT CLOSING/ OF THE CONTRACT: UPNEDA reserves the right to short close/terminate the contract at any time by notice in writing to the contractor, without assigning any reason thereof. In the event of short closing/termination of contract, payments due to the firm (Contractor) shall be limited of the services completed by them up to the date of termination. Such expenses shall be assessed by “UPNEDA”, whose decision shall be final and binding on the consultant.

If performance is not found satisfactory the work shall be terminated as whole or part thereof at any time

For Every Conference, the contractor will have to work for identification of 10 bankable energy efficiency projects which can be showcase during the conference for financing by banks. If the Knowledge Partner (contractor) is not able to identify minimum 05 such projects as mentioned in scope of work then the contract will be terminated and Performance Bank Guarantee will be forfeited

9. COMMUNICATION: Notice statement and other communication send by “UPNEDA” through registered post or telegram or fax or Email to the consultant at his specified addresses shall be deemed to have been delivered to the consultant

10. INSURANCE: The contractor may ensure that all the consultants working on the project whether on site or offsite are having insurance coverage. UPNEDA will not be responsible for any injury/ death etc. of the consultant during travelling or during the assignment etc.

11. APPLICABLE LAW: The contract shall be interpreted in accordance with the laws of the country i.e. India. The station of “UPNEDA” Headquarter shall have exclusive jurisdiction in all matters arising under this contract.

12. OWNERSHIP OF MATERIALS: All documents, prepared by the Contractor for UPNEDA under the agreement shall belong to and remain property of UPNEDA. Contractor should not use it at any other place/organization without written consent of UPNEDA

13. CONFLICT OF INTEREST

13.1. SDA requires that the Agency / Institute should provide professional, objective, and impartial advice and at all times, hold the SDA’s interests paramount, strictly avoid conflicts with other assignments/jobs or their own corporate interests and act without any consideration for future work.

13.2. Agency /Institute shall not receive any remuneration from any stakeholder in connection with the assignment except as provided in the work contract.

13.3. Agency / Institute shall not be engaged for any assignment that may place them in a position of being unable to carry out the assignment in the best interest of SDA.

14. TAXES DUTIES AND INSURANCE:

The price quoted should be excluding GST but include all taxes, duties, if any and Insurance expenditure etc. All travelling expenses of faculty, printing of documents, certificates, memento and all other expenses required for smooth running of the project will be part of the offer and no separate/additional payment other than rate mentioned above, will be made by UPNEDA. TDS will be deducted from the payment of the consultant as per the prevalent laws and rules of Government of India and Government of the Uttar Pradesh in this regard.

15. LIQUIDATED DAMAGES:

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 @ 1% (One 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

16. OPTION CLAUSE

UPNEDA reserves the right to increase or decrease the quantity of training programs upto 25% of bid quantity at the time of placement of contract. UPNEDA also reserves the right to increase the order quantity by upto 25% of the contracted quantity during the currency of the contract at the contracted rate. Bidders are bound to accept the order accordingly.

17. In case of any ambiguity in interpretation of any of the provisions of the bid document/ agreement, the decision of Director “UPNEDA” shall be final.

18. LIMITATION OF LIABILITY:

The consultant shall be liable to UPNEDA for any direct loss or damage accrued or likely to accrue due to deficiency in services rendered by it. Aggregate liability of the consultant shall not exceed the contract value

19. PAYMENTS:

19.1 80% payment against total value of each conference shall be released after successful completion of program and submission of proceedings, photographs with album and submission of required documents (as defined in scope of work), to the satisfaction of SDA.

19.2 Balance 20% payment of total order value shall be released after completion of total work including submission of final proceeding (Combined document as mentioned in scope of work) to the SDA, after approval of draft report by UPSDA.

19.3 100% Payment against engagement of Knowledge Partner will be made after completion of the project.

19.4 TDS and other taxes will be deducted as applicable.

19.5 Performance Security will be released after successful payments as mentioned above .

20. Project duration (Time schedule)

20.1. The time period for organizing 5 Conferences (as defined in scope of work) is 08 months from the date of award of work.

20.2. The agreement shall be valid for a period of one year.

20.3. The agency firm engaged shall work under the guidance and direct supervision of UPSDA (UPNEDA).

21. Deliverables

21.1. Submit plan for the work within a week from date of work-order

21.2. Share relevant information and update with the progress.

21.3. Documents of identified 10 bankable energy efficiency projects of Uttar Pradesh. Each Bankable Energy Efficiency Project should have the capability of Annual Energy Saving equivalent to 02 Million Unit or more.

- 21.4. Proceedings of all the conferences and Individual Reports of all 5 Conferences as defined in scope of work (one hard copy and one soft copy). Draft report of first conference should be approved by UPSDA and all the other reports will be submitted accordingly.
- 21.5. After completion of the project i.e. all the conferences, Draft report (detailed combined report of all the conferences as defined in scope of work) to be prepared and to be submitted within 15 days after completion of the project.
- 21.6. Final report (05 copy in hard and 01 copy in soft) – within a week after receiving comments from UPSDA (UPNEDA) and after approval of draft report.

22. NOTICE:

- 22.1. Any notice given by one party to the other pursuant to the contract shall be sent in writing or by telegram or telex/ cable or Email and confirmed in writing to the address specified for that purpose in the special condition of contract.

- (1) UPNEDA Address:

The Director,
Uttar Pradesh New & Renewable energy development Agency (UPNEDA)
VibhutiKhand, Gomtinagar, Lucknow, 226010

- (2) Consultant's Address:

.....

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

23. Scope of Work

Financing the Energy Efficiency (EE) Projects is one of the major challenges faced by stakeholders. In order to promote financing in energy efficiency and eradicating the financing barriers in Energy Efficiency, UPSDA (UPNEDA) want to engage **Knowledge Partner** for Energy Efficiency Financing Projects who can identify various energy efficiency projects which can be financed by Financial Institutions (Banks), assist UPSDA time to time for energy efficiency financing projects during the period of engagement and organize total 5 nos. one day conferences as 'Investment Bazar for Energy Efficiency' at 5 (five) locations of Uttar Pradesh. These conferences will help for ease of getting loan by various industries and organizations for viable EE Projects. Various facilities such as Backdrop, standees and banners, lunch and tea with snacks etc., experts for the conferences and other facilities such as projector, laptop (minimum 2 nos), mikes etc. are to be arranged by the agency. The venue should be a good hotel upto 3 star level.

Agency will be engaged for one year duration; however they have to complete all the conferences (total 5 numbers) in 08 months period. The detail scope of Work is given below:

23.1 Target Audience:

Various industries large as well as MSME, Industries associations and organizations such as hotels industries/ organizations under PAT program and other related stakeholders of that zone. Leading banks, Non- Banking Financial Institutions, Original Equipment manufacturers etc. will also be invited as participants as well as to setup stalls.

Total no of participants should be atleast 50

23.2 Tentative Location for the Investment Bazar Conferences

- I. Lucknow
- II. Varanasi
- III. Kanpur
- IV. Ghaziabad/NOIDA
- V. Agra

Agency has to Contact concern stakeholders for participation in the conference

23.3 Chief Guest

The conference can be inaugurated by a honourable public representative of the area such as Minister/ MLA/MLC/MP/ etc. However in absence of public representative Senior Government Official from State Government or District may be invited to inaugurate the conference.

The Chief Guest will be decided in consultation with UPSDA. Project Officer of UPNEDA of concern district may facilitate for the same.

23.4 Professional & Experts for providing training in the conference

Agency should have atleast one financial expert and one technical expert (Certified Energy Auditor/ Accredited Energy Auditor) who will assist UPSDA in identifying required bankable EE projects to be showcase during the Investment Bazar Event. The technical expert will also work as project coordinator. CV of experts will be provided in Bid documents. Project Co-ordinator will not be replaced without prior approval of UPNEDA. In case the Project Co-ordinator is needed to be replaced, CV of the proposed Project Co-ordinator should be sent to UPSDA for approval. The person should be having equivalent or better qualification and experience in comparison to the previous Project-Co-ordinator.

Experts for the conference: Agency, in consultation with UPSDA and BEE should finalize list of experts for various locations of the conferences. Beside expert from the Knowledge Partner the other potential speakers may be:

Financial Institutions such as ‘SIDBI, IREDA, PFC’, MNCs such as ‘world bank, KFW, JICA etc.’, Public sector banks who are well versed with EE financing to present procedure and case studies, Large Scale Industries, Industries Associations who can present case studies about getting finance for their projects

23.5 Follow Covid Norms

Agency is required to follow various norms for COVID as prescribed by the Government e.g. maintaining distance, availability of sanitizers etc

23.6 Logo

Use UPNEDA’s & BEE's logo on the backdrop, standees, banners or any other documents prepared for the conference

23.7 Topics to be covered

- I. Energy Efficiency Financing program of BEE: Partial Risk Guarantee Fund for Energy Efficiency, Partial Risk sharing Facilities for EE, Venture Capital Fund for EE, Bankers perspectives on EE projects and other initiatives of BEE.
- II. Energy Efficiency financing Business Models
- III. Role of ESCOs for implementing energy efficiency projects and financing such projects by banks.
- IV. Project Appraisal – Financing: Key aspects of financial appraisal, Loan securities Considerations, Risk Analysis, Risk Assessment & Mitigations etc.
- V. Type of Loans and Energy efficiency project funding mechanism
- VI. Project Appraisal – Technical
- VII. Case studies on Energy Efficiency Financing Projects
- VIII. Showcase of Identified bankable EE projects in the conference.
- IX. Introduction to Energy Efficiency and Market Opportunities: include policy initiatives of BEE, PAT scheme, Why EE Financing is attractive proposition to FIs
- X. Other Topics related to the project

23.8 Others Points for Scope of Work

- i. Finalization of agenda for the conferences in consultation with SDA. Preparation of background papers.
- ii. Inviting Industries and Financial Institutions on EE for this conference. Send invitation letter along with agenda &/or brochure for the program to speakers, industries and banks/NBFCs for participation. Follow up with participants. Also to invite Industries Associations, PAT industries and to showcase investment potential in their respective unit/sectors. These speakers can also present successful case studies of implementing energy efficiency projects where financing is sought from Banks/NBFCs.
- iii. Identify bankable EE projects in industries that could be showcased in this conference (with DPR and presentation for the projects. As such for **Every Conference, the contractor should work for identification of 10 bankable energy efficiency projects of Uttar Pradesh State which can be showcase during the conference for financing by banks. In any case atleast 5 bankable projects should be showcased in each event. Each Bankable Energy Efficiency Project should have the capability of Annual Energy Saving equivalent to 02 Million Unit or more.** The Knowledge Partner may contact various industries and other organizations for the same.

- iv. To organize the conference, which include arrangements for venue with seating arrangement (in round tables) for about 50 personnel in each conference. Venue should cover exhibition area. However, cost of putting up stalls shall be borne by banks/NBFCs. Tables, chairs etc. should be made available for the stalls. Organizing all logistics related to conference like Venue, Food (lunch packet, tea & snacks, high tea for chief guest etc.), press release, etc. duly approved by SDA.
- v. Registration and compeering during the conference.
- vi. Arrangement of good quality training kits which shall include good quality bags, printed conference material, notepad, pen etc., for the participants and guests in consultation with SDA.
- vii. Basic facilities on the stage to be organized including decoration of stage, including podium with mike. Agency should ensure availability of sound system with atleast 02 cordless mikes (with spare batteries) and one mike for the podium, a projector for the presentation etc. Agency or its team members should have atleast 2 laptops for the Power point presentation during the training conference. A backdrop to be placed on wall of the hall. One or two standee should also be placed outside the venue to guide the participants. Agency should also prepare name tags. Design of Backdrop, podium stand, outside standees and name tag shall be finalised in consultation with UPSDA. The agency should arrange for a lamp with 4-5 wicks so as Chief Guest may light the lamp (**nhiizTpyu**) during inauguration of conference.
- viii. Arrange mementos for speakers and dignitaries. Mementos should represent energy efficiency in some way.
- ix. Printing of feedback forms, back ground note, final agenda and guidelines for energy efficiency financing, in consultation with UPSDA. To arrange Name Board for speakers (including dignitaries).
- x. To arrange for boarding and lodging which will also cover local conveyance for all the eminent speakers and experts, including officers of BEE.
- xi. To reimburse all domestic (economic class ticket or second class AC rail fare), local travel incurred by eminent speakers/experts (if required).
- xii. Photography of the event. A photographer to be arranged to take about 50 – 60 pictures of the conference

Photography must include following as given below:

- photographs of participants,
 - Photographs of trainers and experts (while delivering the lecture during the conference)
 - Photographs for inauguration of the conference, showing backdrop, venue and date etc.
 - Prepare 2 set of photo album with about 50 photographs in each album. Photos should be finalized in consultation with UPSDA.
 - Some good photographs should be placed in the proceedings of the conference. Agency should also submit all photographs in soft copy (in original format of photos) to UPNEDA immediately after the event along with details of Chief Guest & number of participants
- xiii. Collection of feedback from the participants.
 - xiv. Prepare proceedings of all the conferences and finalize it in consultation with UPSDA.

Provide 3 sets of colour copy of final proceedings and submit to UPSDA. Soft copy of the proceedings should also be submitted.

xv. Proceedings should also include case studies presented in the conference. Summary of some important project submitted for financing during the conference, along with the name of the bank willing to finance, should also be included in the proceedings.

xvi. Submission of a detailed combined report of all the conferences. The report contains following related documents to SDA :

- Executive Summary
- Topic of the conferences
- Details of power point presentation
- Summary of the programs organized
- Few important photographs of the events
- Consolidated list in tabular form {including date of the program, program venue, no of participants, Chief Guest of the conference (Name & Designation)}
- Outcomes / leanings of every conference and comparative analysis thereof.
- Other relevant information and conclusion

Meeting any other requirement for the successful completion of the conference

23.9 Press note (In Hindi & English):

Press note (In Hindi & English) is to be prepared by agency, highlighting the main event including 02-03 photographs with the visibility of Chief Guest. Agency has to ensure its publication in newspapers through district officer of UPNEDA. This press note should also be shared with UPNEDA head office through Email (ashok.upsda@gmail.com) at the same time. Template for the press note will be provided by UPNEDA head Office