

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

Uttar Pradesh State Designated Agency (UPSDA)

E-TENDER DOCUMENT

for

**Hiring of an Agency for “To organise Workshops cum training
program for farmers and other related stakeholders on energy
conservation in Agricultural sector.”**

Tender NO.: 03/ 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)

Vibhuti Khand, 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.: 03/ EC /UPNEDA/SDA/2021

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

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UPNEDA invites bids from experienced and interested consultancy firms /consortiums for **“To organise Workshops cum training program for farmers and other related stakeholders on energy conservation in Agricultural sector.”** 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:

a)	Publication on NIT	05.10.21
a)	Availability of the bid document on web site (date and time)	05.10.21 to 26.10.21 upto 5:00 PM
b)	Pre-Bid Conference (Through Webinar / Video Conference)	13.10.21 at 11:30 AM Google meet link : https://meet.google.com/pdm-sjon-obw
c)	bid submission end date and time	26.10.21 upto 06:00 PM
d)	Technical bid opening date and time	27.10.21 on 11 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	

The hard copies of the required documents (as detailed in the bid document), should reach UPNEDA’s head office latest by **27.10.21 upto 10:00 AM**. Tender received after the due date and time will not be considered. 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**

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Introduction

Recognizing the importance and value of energy efficiency (EE) and energy conservation (EC) in overall energy planning, the Government of India (GoI) enacted the EC Act of 2001. In exercise of powers conferred by section 3 of the EC Act 2001, the Central Government established a statutory body called the “Bureau of Energy Efficiency (BEE)” under Ministry of Power (MoP), GoI to serve the purposes of this Act w.e.f March 1, 2002. BEE with its office at New Delhi was set up as statutory body at central level to facilitate the implementation of EC Act. With the goal of reducing energy intensity of Indian economy, BEE is responsible for spearheading improvements of energy efficiency in the economy through various regulatory and promotional instruments.

The EC Act mandates creation of a two-tier organizational structure to promote the efficient use of energy and its conservation in the country with BEE as the nodal agency at central level and State Designated Agencies (SDAs) as nodal agencies at State / Union Territory (UT) level. Section 15(d) of the EC Act stipulates that the State Government / UT Administration may designate any agency at the State level to co- ordinate, regulate and enforce the provisions of the Act within the State/UT.

1. About the SDA

Under the provisions of the Energy Conservation Act, 2001 of Bureau of Energy Efficiency (BEE), Uttar Pradesh New and Renewable Energy Development Agency (UPNEDA) has been nominated as State Designated Agency (UPSDA) in Uttar Pradesh with effect from 2nd July, 2015. UPSDA is nodal Agency of BEE, to coordinate, regulate and enforce the provision of the Energy Conservation Act-2001 and is responsible for implementing various energy conservation activities/ programs in Uttar Pradesh. The three major roles envisaged for SDA in implementing EC Act are as:

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

Section 15 of the EC Act provides certain powers to State Governments and also defines roles and responsibilities of SDAs in facilitation and enforcement of efficient use of energy and its conservation at State level. Some of these powers are as follows:

- i. To amend the energy conservation building codes to suit the regional and local climatic conditions and may, by rules made by it, specify and notify energy conservation building codes with respect to use of energy in the buildings;
- ii. To direct every owner or occupier of a building or building complex being a designated consumer to comply with the provisions of the energy conservation

- building codes;
- iii. To direct, if considered necessary for efficient use of energy and its conservation, any designated consumer to get energy audit conducted by an accredited energy auditor in such manner and at such intervals of time as may be specified by regulations;
 - iv. To take all measures necessary to create awareness and disseminate information for efficient use of energy and its conservation;
 - v. To arrange and organize training of personnel and specialists in the techniques for efficient use of energy and its conservation; and
 - vi. To take steps to encourage preferential treatment for use of energy efficient equipment or appliances.

2. Objective

Workshops are an important tool to disseminate information. It is important that SDA organize workshops at regular interval to disseminate information to various stakeholders. These workshops 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.

To fulfill the objective, it is planned to organize half day workshops (minimum 03 hours duration) for capacity building of target audience at various Krishi Vigyan Kendra (KVK) of Uttar Pradesh.

3. Scope of Work

It is planned to organize half day training workshops (minimum 03 hours duration) for capacity building of target audience at various Krishi Vigyan Kendra (KVK) of Uttar Pradesh. There are 86 Krishi Vigyan Kendra in Uttar Pradesh and each KVK is likely to be covered. Each workshop will have min 50 participants. Various facilities such as packed lunch and tea etc., banners and faculty for the training and other facilities such as projector etc. are to be arranged by the agency. The venue should be KVK. Duration of each half day workshop will be of min 3 (three) hours.

UPNEDA is having project office in all major districts headed by Project Officer/ Senior Project Officer. Some project officers are in-charge of 2 or 3 districts. UPNEDA (including Head office and District Project Officer) may facilitate to organize the training workshop, if required. Agency should contact well in advance to Head Office as well as officer of UPNEDA responsible for the district. Agency will have to complete all training workshops in 06 months. The detail scope of Work is given below:

4. 1. Target Audience:

Farmers, Agriculture Department, Horticulture Department, UPNEDA Official,

UPPCL/DISCOMs Official, Rural Development Department, Pump manufacturers, Local Service Providers (LSPs), Technology suppliers, Indian Council of Agricultural Research (ICAR), Public Representatives like Gram Pradhan etc, Agricultural Technology Application Research Institute (ATARI), Krishi Vigyan Kendras (KVKs) etc

Major Participants (About 50%) among target audience will be Farmers. Total Participants will not be more than 70 in any case

4.2 Location for training programme :

S. No.	Location Name
1	Krishi Vigyan Kendra, Crop Research Station, Near Kisan Degree College, Distt. Behraich-271 801 (U.P.)
2	Krishi Vigyan Kendra, Banjariya Farm, PO.Katiya, Distt Basti-272302 (U.P.)
3	Krishi Vigyan Kendra, Sohoan, P.O. Sohoan Distt. Ballia-77504 (U.P.)
4	Krishi Vigyan Kendra, Pilkhi, P.O. Haldharpur Distt. Mau-221 705 (U.P.)
5	Krishi Vigyan Kendra, Kallipur, P.O., Mirzamurad, Distt. Varanasi-221307(U.P.)
6	Krishi Vigyan Kendra, Vill. & Post Sohna, Distt., Sidharthnagar-272 192 (U.P.)
7	Krishi Vigyan Kendra, Crop Research Station, Masodha, P.O. Dabha Semar, Distt. Ayodhya -224133 (U.P.)
8	Krishi Gyan Kendra, Belipur, Distt. Gorakhpur – 273011 (U.P.)
9	Krishi Vigyan Kendra, Basuli, (Siswa Bazar) Distt. Maharajganj-273153 (U.P.)
10	Krishi Vigyan Kendra, Tissuhi, At Crop Research Centre, PO Marehan, Distt. Sonbhadra-231310 (U.P.)
11	Krishi Vigyan Kendra, Kotwa, Post- Pamoli(Rani ki Saray), Dist. Azamgarh-276007 (U.P.)
12	Krishi Vigyan Kendra, Haidargarh Near Haidargarh Railway Station, Lilhaura Nyay Panchayat, Distt. Barabanki-227301 (U.P.)
13	Krishi Vigyan Kendra, Near Block Development Office, Block Pach Pedwa Distt. Balrampur-271201 (U.P.)
14	Bichiya Agril. Farm, (Near Vikas Bhawan) Distt. Chandauli-232104 (U.P.)
15	Krishi Vigyan Kendra, Krishi Bhavan, (Politechnic Chauraha) Distt. Jaunpur-222002 (U.P.)
16	Krishi Vigyan Kendra, Mukhlispur Taxi Stand(Near Pankaj Talkie), Khalilabad Distt. St. Kabir Nagar-272 175 (UP)
17	Krishi Vigyan Kendra, C/o Maha Maya College of Agri Engg. & Tech., Akbarpur, Distt. Ambedkar Nagar (U.P.)
18	Krishi Vigyan Kendra Res.-Industrial Area, Jagdishpur Distt Amethi (U.P.)
19	KVK Gonda-II
20	KVK Nanpara, Bahraich-II-271865
21	Krishi Vigyan Kendra, Sultanpur-II Village Barasin, PO- Kurwar, Distt. Sultanpur-228155 (U.P.)
22	KVK Jaunpur-II, Amihit, Block Kerakat, 222142 District Jaunpur (U.P.)
23	Aamkushpur, Ghazipur KVK Ghazipur-II

24	Krishi Vigyan Kendra PO- Sirsiya District- Shravasti, Uttar Pradesh-271840
25	Krishi Vigyan Kendra, Bharari, P.O. Bhojla, Distt. Jhansi-284 003 (U.P.)
26	Krishi Vigyan Kendra, Zonal Agricultural Research Station, Belatal, PO Jaitpur, Distt. Mahoba-210423 (U.P.)
27	Krishi Vigyan Kendra, Govt. Agriculture Farm Kurara, Distt. Hamirpur-210301
28	Krishi Vigyan Kendra, Govt. Agriculture Farm, Rura, Mallu, PO. Shahjadpur, Distt. Jalaun-285001 (U.P.)
29	Krishi Vigyan Kendra, Govt. Agriculture Farm, Khiria Misra, P.O. Bamourikala, Devgarh Road, Distt. Lalitpur-284403 (U.P.)
30	Krishi Vigyan Kendra, Village Kamasin, District Banda-212622
31	Krishi Vigyan Kendra, Dariapur, P.O., Munshiganj, Distt. Raebareli-29405 (U.P.)
32	Krishi Vigyan Kendra, Tharion, P.O. Tharion, Distt. Fatehpur-212 622 (U.P.)
33	Krishi Vigyan Kendra, Central Dairy Farm complex, Anoopshahar Road, Distt Aligarh-202 001 (U.P.)
34	Krishi Vigyan Kendra C/o DAO, Block Jalalabad, Distt., Kannauj-209722 (U.P.)
35	Krishi Vigyan Kendra, Dr. B.R. Ambedkar Agricultural Engineering College Farm, Distt. Etawah-206 001
36	Krishi Vigyan Kendra, Regional Research Station, Distt. Mainpuri-205001(U.P.)
37	Krishi Vigyan Kendra, Zonal Agricultural Research Station, Daleep Nagar, Distt. Kanpur Dehat-208001
38	Krishi Vigyan Kendra, Hazaratpur, P.O. Ussain, Distt. Firozabad-283103(U.P.)
39	Krishi Vigyan Kendra, Chandan Chauki, PO Gola, Tehsil Paliya, Distt. Lakhimpur Kheri-262802 (U.P.)
40	Krishi Vigyan Kendra, Krishi Gyan Kendra Krishi Bhawan, Lakula, Distt. Farrukhabad (U.P.)
41	Krishi Vigyan Kendra, Tatyora (Near Polytechnic), Distt. Hardoi-241001 (U.P.)
42	Krishi Vigyan Kendra, O/o. Dy. Director Agriculture, Aligarh Road, Distt. Hathras (Maha Maya Nagar) – 204101 (U.P.)
43	Krishi Vigyan Kendra Mohanpura, Kasganj-207401
44	Krishi Vigyan Kendra, Rice Research Station, Nagina, Distt. Bijnour–246762 (U.P.)
45	Krishi Vigyan Kendra, Dhamaura, Post Dhamaura, Distt. Rampur–243701 (U.P.)
46	Krishi Vigyan Kendra, Bara Patthar Farm, Ujhani, Distt. Badaun-243639 (U.P.)
47	Krishi Vigyan Kendra, Numaish Camp, New Gopal Nagar, Distt. Saharanpur-247001 (U.P.)
48	Krishi Vigyan Kendra, Khadrabad, Near Tehsil Modinagar, Distt. Ghaziabad-201002 (U.P.)

49	Krishi Vigyan Kendra, Niyamatpur, Distt. Shahajahanpur-242001 (U.P.)
50	Swami Kalyan Dev Krishi Vigyan Kendra Hastinapur, Distt. Meerut-250404 (U.P.)
51	Krishi Vigyan Kendra, Baghara, Jalalpur, Distt. Muzaffarnagar-251053 (U.P.)
52	Krishi Vigyan Kendra, Tanda Vijaishi, Nyoria, Distt. Pilibhit-262001 (U.P.)
53	Krishi Vigyan Kendra, Meerut Road, Distt. Baghpat-250609 (U.P.)
54	Krishi Vigyan Kendra, Rustamnagar, Bilari Distt. Moradabad-202411 (U.P.)
55	Krishi Vigyan Kendra, Coat Gaon, SDO office, Tehsil Dadri, Distt. Gautam Budha Nagar-203207 (U.P.)
56	Krishi Vigyan Kendra, Cotton Research Farm, DM Road, Distt. Bulandshahr (U.P.)
57	KVK Sambhal (U.P) (S.V.P.U.A &T , Modipuram ,Meerut)
58	Krishi Vigyan Kendra, Babugarh –Distt. HAPUR (S.V.P.U.A &T , Modipuram ,Meerut)
59	KVK Badaun-II District Badaun (U.P.)
60	KVK Village Jalalpur Post Banat Distt Shamli (U.P.)
61	Krishi Vigyan Kendra, Rajkiye Krishi Farm, Gajraula, Distt. Amroha-244235 (U.P)
62	Krishi Vigyan Kendra, Malpura Lakshmipur, PO- Thakurdwara Distt. Moradabad-II -244601 (U.P)
63	Krishi Vigyan Kendra, Muzaffarnagar-II Village- Chitoda, Block and Tehsil-Jansath, District Muzaffarnagar-II-251314 (U.P.)
64	Krishi Vigyan Kendra, IVRI, Izatnagar, Distt. Bareilly-243122 (U.P.)
65	Krishi Vigyan Kendra, IISR Campus, Raebareli Road, Distt. Lucknow-202002 (U.P.)
66	Krishi Vigyan Kendra, Vegetable Seed Production Farm, Sargatia, Post Seorahi, Distt. Kushinagar-274406 (U.P.)
67	Krishi Vigyan Kendra, Bejwan, P.O. Ugapur (Auraj), Distt. Sant Ravidas Nagar-221301 (U.P.)
68	Krishi Vigyan Kendra, Malhana, P.O. Bankata Mishra (Majhauri Raj), Distt. Deoria-274506 (U.P.)
69	KVK, Lakhimpur Kheri-II Rajkiya Pashudhan Evam Krishi Prakshetra, Manjhara, Block and Tehsil –Lakhimpur, District- Lakhimpur Kheri (U.P)
70	Krishi Vigyan Kendra Hardoi- II, Barahi (Rajkiya Usar Sudhar Farm, Jaitpur) PO. Dhikunni, Block: Sandila, Distt. Hardoi-241203 (U.P.)
71	Krishi Vigyan Kendra, RBS College Awagarh, Distt. Etah-207301 (U.P.)
72	Krishi Vigyan Kendra, RBS College, Bitchpuri Distt. Agra-283105 (U.P.)
73	Krishi Vigyan Kendra, C/o Kamla Nehru Memorial Trust, P.O. KNI, Lal Diggi, Civil Lines, Distt. Sultanpur-228118 (U.P.)
74	Krishi Vigyan Kendra, Jai-prabha, Gram-Gopalgram, PO Durgonua, Distt. Gonda-271125 (U.P.)

75	KVK- campus, Chitrakoot Krishi Vigyan Kendra, Ganivan (Via-Pahari), Distt. Chitrakoot-210206 (U.P.)
76	Raja Dinesh Singh KVK Avadheshpuram Campus, P.O. Lala Bajar, Kalakankar, Distt. Pratapgarh-229408 (U.P.)
77	V.K.S. Krishi Vigyan Kendra, Virendra nagar, Dhaura, Hasanganj, Distt. Unnao-209851 (U.P.)
78	Krishi Vigyan Kendra, P.G. College, Ravindrapuri, Distt. Ghazipur – 233001 (U.P.)
79	Krishi Vigyan Kendra, Village & Post Amberpur, Distt. Sitapur-261303 (U.P.)
80	Krishi Vigyan Kendra, Kaushambi Vill- Malakmoinnudin (Shantipuram), Post- Mahagaon Distt. Kaushambi (U.P.) PIN- 212213
81	Krishi Vigyan Kendra, Village : Parwaha PO : Dibyapur, Distt. Auraiya-206 244 (U.P.)
82	Krishi Vigyan Kendra, Village Katia, P.O. Ultra (Manpur), Tehsil-Biswan, Distt. Sitapur – 261145 (U.P.)
83	Mahayogi Gorakhnath KVK Chauk Mafi Peepiganj, Distt. Gorakhpur-II (U.P.)
84	Krishi Vigyan Kendra, Dairy Farm, Vety. College, Distt. Mathura-281 001 (U.P.)
85	Krishi Vigyan Kendra, C/o Allahabad Agril. Deemed University, Distt. Prayagraj-211007 (U.P.)
86	Krishi Vigyan Kendra, Barkachha Farm, P.O. Belahara, Institute of Agricultural Science, BHU, Distt. Mirzapur- 231001 (U.P.)

Agency has to Contact head/ contact person of the concern Krishi Vigyan Kendra, for seeking assistance for invitation of farmers for the program, venue and other logistics for successful organization of training workshops.

4.3. Chief Guest :

Training workshop can be inaugurated by a honorable public representative of the area/district such as MLA/MLC/MP/Jila Panchayat Adhyaksh/Block Pramukh etc. However in absence of public representative, the training workshop can be inaugurated by District Authority or Head KVK

4.4. Professional for providing training in Workshops :

Agency will have to provide services of Certified Energy Auditor/Accredited Energy Auditor as Project-Co-ordinator for training programs, whose CV 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.

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 banners or any other documents prepared for the training workshop.

4.7. Topics to be covered

- i. Energy Efficient Pumping System with electric motors, Motor and Pumping system with BEE 5 star rating and Energy Efficiency measures such as use of low friction valves, use of PVC pipes, reducing the discharge head considering the requirement etc.
- ii. Points to be considered while purchasing new motor or new pumping system. (BEE star rated motors and pumping system, Pumps with smart panels).
- iii. Energy Efficient uses of Diesel pumps
- iv. Energy Efficiency tips for domestic (LED lights, 5 star fans including BLDC fans, energy efficient operation of fridge etc) and agriculture.
- v. Energy Efficient use of tractors.
- vi. Use of Solar PV system for water pumping
- vii. UP Govt. Scheme "Kishaan UDAY"
- viii. About UPSDA Website upsavesenergy.com and Mob App UPSavesenergy
- ix. Any other topic suggested by BEE/UPNEDA.

4.8. Others Points for Scope of Work :

- i. Finalization of agenda for the training programs in consultation with SDA.
- ii. Arrangement of minimum **02** speakers (well versed in subjects to be covered) for each training workshop.
- iii. Informing the participants about the training program and continuous follow up with them. Seating arrangement for at least **50 and Max 70** personnel shall be required in each training workshop.
- iv. Registration and compeering during the training workshop.
- v. Arrangement of good quality training kits which shall include a folder/bag printed training material, and necessary stationary items for the participants in consultation with SDA.
- vi. Basic facilities on the stage to be organized. Agency should ensure availability of sound system with one fix mike and 01 cordless mikes (with spare battery), a projector for the presentation etc. Agency or its team members should have laptops for the Power point presentation during the training workshop. A banner to be placed on wall of the hall. A small banner/standee may also be placed outside the KVK to guide the participants. It will be more appropriate that the agency arrange for a lamp with 4-5 wicks so as Chief Guest may light the lamp (दीप प्रज्वलन) during inauguration of training workshop.

vii. Organizing all logistics related to programme like Venue, Food (lunch packet, tea, high tea for chief guest etc), Stationery, Banners, Standees, Advertisements, press release, etc. duly approved by SDA.

viii. Photography of the event.

Photography must includes following as given below :

- photographs of participants,
- Photographs of trainer (while delivering the lecture during the training workshop)
- Photographs for inauguration of the training workshop.

Some good photographs should be placed in the report. 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.

ix. In order to engage the targeted audience throughout the training sessions, video contents finalized in consultation with the SDA to be included in the training programmes.

x. Collection of feedback from the participants and collection of feedback from coordinator of KVK.

xi. Submission of report on proceedings of each training workshop in hard and soft format at the end of each event covering with following related documents to SDA. :

- The report to cover background information
- Copy of attendance sheet comprise of name, village, contact details (mobile no. and email id), and Signature for farmers. For other participants the sheet should also include designation and organization.
- Some photographs (Photographs should include 2 photographs of participants, one or 2 photographs for inauguration of workshop by Chief Guest and photographs of trainer),
- Outcome of the workshop
- Feedback from KVK on topics covered.
- Important points of the feedback received from the participants should be included in the report.
- Other relevant information and conclusion etc
- Press Note publish in Newspapers

xii. Submission of a detailed combined report of all the training workshops. The report contains following related documents to SDA :

- Executive Summery
- Topic of the workshop
- 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}
 - Outcomes / leanings of every workshop and comparative analysis thereof
 - Chief guest for the program (Name and designation)
 - other relevant information and conclusion
- xiii. Meeting any other requirement for the successful completion of the training programme.

4.9 Press note (In Hindi & English):

Press note (In Hindi & English) is to be prepared by agency with 02-03 photographs highlighting the main event including the visibility of Chief Guest and agency has to ensure its publicity 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.

4. Minimum Eligibility Criteria

The Agency / Institute submitting bids for this assignment should fulfill 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 company atleast from last one year.
- iv. The bidder/consortium should have average annual turnover of Rs. 15.0 Lakh in last 03 financial years 2017-18, 2018-19, 2019-20.
- v. The bidder / consortium should have a minimum 03 years (FY 2017-18,2018-19,2019-20) of relevant work experience in the area of Energy Efficiency and Conservation (**Appendix-I**).
- vi. The bidder / consortium should have conducted atleast 10 Training Workshops on Energy Efficiency and Energy Conservation in last 04 years. List of the training programs 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. All Bidders will be exempted from submitting EMD and have to submit Bid

security Declaration in the format (**Appendix-II**)

5. 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 GST certificate and PAN card.
- iv. Proof of turnover of last three years (2017-18, 2018-29 & 2019-20) duly certified by the Charters Accountant.
- v. Experience certificate as proof.
- vi. List of the training programs of similar nature organized along with its location, date and duration.
- vii. List of works / events organized in last 04 years (work orders / completion certificates should be attached).
- viii. List and details including CV of Certified Energy Auditor (Project-Coordinator), professionals/staff and infrastructure concerned with related work of providing trainings.
- ix. Undertaking for declaration for not being blacklisted by any Central / State Government / Public Sector Undertaking in India. Undertaking for declaration not be involved in any major litigation
- x. Agency will have to submit document for Understanding of assignment along with methodology indicating broad scope of work, plan and roadmap of said work.

6. 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. The rates for award of work will be decided through QCBS as mentioned in the table below.
- vi. The decision shall be binding on the Agency

7. 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	20
1.1	Rs. 15 Lakh to Rs. 50 Lakh	10
1.2	Rs. 50 Lakh to Rs. 01 Crore	20
2	ISO 9001 Certificate (Quality Management)	5
3	Project Co-ordinator (Relevant Qualification and experience documents to be attached)	15
3.1	Certified Energy Auditor	10
3.2	Accredited Energy Auditor	15
4	No of Professional staff in Energy Efficiency Field. (Relevant Qualification and experience documents to be attached)	20
4.1	2 professionals in Energy Efficiency field	10
4.2	More than 02 professionals in Energy Efficiency field	20
5	No of Training Programs/Workshops organised in the field of Energy Efficiency in last 04 Financial Years 2015-16 to 2019-2020 (Work order and completion certificates to be attached)	40
5.1	upto 30 programs	10
5.2	Above 30 programs (Additional 01 Marks for each additional 05 Workshop or part of it, Upto Max 30 Mark)	30
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.

8. 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 favor of "Director, UPNEDA".

9. 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 training programs, 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.

10. 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

11. 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

12. 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

13. 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

14. Timelines

The Agency / Institute shall be engaged for a period of six (6) months from the award of work order for completion of all the capacity building training programmes / workshops as per scope of work and to the satisfaction of SDA.

15. 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

16. 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

17. 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 fulfill 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 fright 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.

18. 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

19. 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.

20. 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"

21. 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

22. 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

23. 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

24. 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.

25. Terms of Payment

- 26.1 80% payment against total value of 30 workshops/ training shall be released after successful completion of program and submission of report of individual workshop and submission of required documents (as defined in scope of work) of 30 workshop/ training programs to the satisfaction of SDA.
- 26.2 80% payment against value of remaining 56 programs against value of remaining 56 workshops/ training shall be released against value of remaining 56 workshops/ training after successful completion of program and submission of report of individual workshop to the satisfaction of SDA and submission of required documents (as defined in scope of work).
- 26.3 Balance 20% payment of total order value shall be released after completion of total work including submission of final reports to the SDA.
- 26.4 TDS and other taxes will be deducted as applicable.
- 26.5 Performance Security Will be released after successful payments as mentioned above.

Note : Payment for Additional participants of training workshops above 50 no will be made at the rate of 180/- (including GST) per participant. Max participant will not be more than 70 in any case. However, trainers and other supporting staff of the agency/kvk will not be included in number of participants.

FINANCIAL BID
Tender No.: 03/ EC /UPNEDA/SDA/2021

Name of the Firm: -----

Financial Proposal for “To organise Workshops cum training program for farmers and other related stakeholders on energy conservation in Agricultural sector.”

Rate will be provided by firm as given below

S. No.	Item	Amount (in Rs.)
1.	Rate per training workshop excluding GST with 50 participants for organizing trainings as per scope of work, including submission of reports.	
2.	GST Rate	
3.	Total Amount	

Note: All travelling expenses of personnel, 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. UPNEDA will deduct the applicable taxes (TDS etc.), as per rules.

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 for this Application)

Name:

Designation:

Stamp of Institute/ Agency:

Date:

All Bidders will be exempted from submitting EMD and have to submit Bid security Declaration in the format as given below

[Duly Notarised on Rs. 100/- Stamp Paper]
Bid Security Declaration

In reference to Tender For “ _____ [Subject of Tender] _____ ” published vide

NIT/Bid Document No : _____ dated:, I, on behalf of _____ [Name of the bidder] _____ hereinafter referred to as “Bidder”,

- (a) understand that, according to tender conditions, bids must be supported by a Bid Security Declaration.
- (b) hereby submit a declaration that the bid submitted by the undersigned, on behalf of the Bidder, either sole or in JV or Company, shall not be withdrawn or modified during the period of bid validity as mentioned in the tender document.

I, on behalf of the Bidder, _____ [Name of the bidder], also accept the fact that in case the bid is withdrawn or modified during the period of its validity or if [Name of the bidder] fail to sign the contract in case the work is awarded to us or fail to submit a performance security before the deadline defined in the tender document/letter of award, then _____ [Name of the bidder] shall be suspended for participating in the tendering process of UPNEDA, for a period of one (01) year from bid due date of above referred tender.

I, on behalf of the Bidder, _____ [Name of the bidder], also understand that this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of

- (a) the receipt of your notification of the name of the successful Bidder; or
- (b) thirty days after the expiration of the validity of my/our Bid

Signed: _____ (insert signature of person whose name and capacity are shown)

in the capacity of: _____ (insert legal capacity of person signing the Bid Securing Declaration)

Name: _____ (insert complete name of person signing the Bid Securing Declaration)

Duly authorized to sign the bid for an on behalf of _____ [Name of the bidder] _____

Dated on _____ day of _____, 2021 (insert date of signing)

Corporate Seal (where appropriate)

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

To,

The Director,

UPNEDA

Vibhuti Khand, Gomtinagar

In consideration of the, (hereinafter referred to as selected Consultant) selected for **“To organise Workshops cum training program for farmers and other related stakeholders on energy conservation in Agricultural sector.”**, in response to the **Tender No. 03/EC/UPNEDA/SDA/2021** dated ----- **2021** 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, Vibhuti Khand, Gomti nagar, 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**2022**, 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, **2022**. UPNEDA shall be entitled to invoke this Guarantee up to, **2022** 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 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, **2022** 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, **2022** 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, **2022**

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

Service Level Agreement

This agreement made on _____ day of, 2021 between UPNEDA, Vibhuti Khand, Gontinagar, 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 organise Workshops cum training program for farmers and other related stakeholders on energy conservation in Agricultural sector.”**, 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 Workshops as defined in scope of work should be completed within 06 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 organise Workshops cum training program for farmers and other related stakeholders on energy conservation in Agricultural sector.”**,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.	Rate per training workshop excluding GST with 50 participants for organizing trainings as per scope of work, including submission of reports.	
2	GST	
3	Total	

Note: The Rates are exclusive of GST but inclusive of all other taxes & levies etc., if any. All travelling expenses of personnel, 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. UPNEDA will deduct the applicable taxes (TDS etc.), as per rules.

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

- 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 30 Workshops/Training shall be released after successful organisation and submission of required documents (as defined in scope of work) of 30 workshop/ training programme to the satisfaction of SDA.
- 19.2. 80% payment against value of remaining 56 Workshops/Training shall be released after successful organisation and submission of required documents (as defined in scope of work) of balance 56 workshop/ training programme to the satisfaction of SDA.
- 19.3. Balance 20% payment of total order value shall be released after completion of total work including submission of final reports to the SDA.
- 19.4. TDS and other taxes will be deducted as applicable.
- 19.5. Performance Security Will be released after successful payments as mentioned above.
- 19.6. Payment for Additional participants of training workshops above 50 no will be made at the rate of 180/- (including GST) per participant. Max participant will not be more than 70 in any case. However, trainers and other supporting staff of the agency/kvk will not be included in number of participants.
- 19.7.

20. Project duration (Time schedule)

- 20.1. The time period for organizing 86 Workshops (as defined in scope of work) to be completed within 06 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. Individual Reports of all 86 Workshops as defined in scope of work (one hard copy and one soft copy). Draft report of first training program should be approved by UPSDA and all the other reports will be submitted accordingly.
- 21.4. After completion of the project i.e. all the training programs, Draft report (detailed combined report of all the workshops as defined in scope of work) to be prepared and to be submitted within 15 days after completion of the project.
- 21.5. 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)
Vibhuti Khand, Gomtinagar, Lucknow, 226010**

(2) Consultant's Address:

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