

Uttar Pradesh New & Renewable Energy Development Agency
(Deptt. of additional Sources of Energy, Govt. of UP)

EoI No. UPNEDA/ECBC-Prop/2015-16

Date: 22.12.17

Expression of Interest (EoI) for Hiring of an Agency for Training Programmes / Workshops on Capacity Building of Energy Conservation Building Code (ECBC)

Last Date & Time for Submission of E-Bids: 21.01.18 upto 6:00 PM

Date of Technical bid opening: 22.01.18 at 11.00 A.M.

Address for Submission of Bids:
Incharge

ECBC cell, UPSDA

UPNEDA, Vibhuti Khand, Gomti Nagar, Lucknow -226010

Any changes in the hiring procedure / last date for submission shall be published only in our
Website: www.upneda.org.in, <http://etender.up.nic.in>

(1) INTRODUCTION

The Government of Uttar Pradesh has notified UPNEDA as the State Designated Agency (SDA) of Bureau of Energy Efficiency (BEE), Ministry of Power, Govt. of India to coordinate, regulate and enforce the provision of the Energy Conservation Act-2001 and implement schemes under the said Act of Ministry of Power, Govt. of India within the State of Uttar Pradesh

PURPOSE OF EoI: This EoI document is for hiring of an Agency for ECBC capacity building through trainings & workshops to be organized tentatively from date of Work Order as per ECBC Guidelines of BEE.

(2) BACKGROUND

Energy Conservation Building Code (ECBC): Under its statutory authority, the Bureau of Energy Efficiency (BEE) with the support of the Ministry of Power (MoP) has launched the Energy Conservation Building Code (ECBC) in 2007. The ECBC was developed by the International Institute for Energy Conservation (IIEC) under a contract from the United States Agency for International Development (USAID) as a part of the Energy Conservation and Commercialization (ECO) Project providing support to the (BEE) Action Plan. The purpose of this code is to provide minimum requirements for the energy-efficient design and construction of buildings. The process of development of the ECBC involved extensive data collection and analysis regarding building types, building materials and equipment. Further, the code takes in to consideration the climatic conditions.

(3) INSTRUCTIONS TO BIDDERS

The proposals should be accompanied by the following:

- (A) **Envelope - A:** It should include a covering letter as per *Annexure - A*, and should include names & CVs of BEE certified Master Trainers employed in the Agency along with their copy of

certificate.

It should also include documents related to minimum eligibility criteria as per the EoI requirements of Agency and Master Trainers

(B) Envelope - B: It should include the financial proposal as per *Annexure - B* in a sealed envelope clearly marked "**FINANCIAL PROPOSAL**".

- Both the envelopes should be placed in an outer envelope and sealed. This outer envelope should be clearly super scribed "**Hiring of Agency for ECBC Capacity Building**" through training.
- If the Financial Proposal is not submitted by the Agency in a separate sealed envelope and duly marked as indicated above, this will constitute grounds for declaring both technical and financial Proposals non-responsive.
- The bidder is expected to examine all the instructions, terms and condition and formats in the EoI. Failure to furnish all the necessary information as required by the EoI on submission of a proposal not substantially responsive to all the aspects of the EoI shall be at Bidder / Respondent's own risk and may be liable for rejection
- The Agency should include all relevant documents that are easily identifiable for consideration for technical evaluation.
- LoI shall be issued to successful bidder after getting sanction from BEE/State Govt.

(4) FEES:

- All bids must be accompanied by a non-fundable Bid Processing Fee (BPF) of Rs. 5,000/- (Rupees Five Thousand Only) and refundable Earnest Money Deposit (EMD) of Rs. 64,000/- (Rupees Sixty Four Thousand Only), valid for 90 days.
- The BPF shall be in the form of crossed Demand Draft drawn on any nationalized/ scheduled bank in favor of "Director UPNEDA" payable at par in Lucknow and EMD shall be in form of Bank guarantee/demand draft issued from nationalized /scheduled bank.
- These should be included separately in Envelope-A.
- Proposals not accompanied by BPF and EMD shall be rejected as non-responsive.
- No interest shall be payable by UPNEDA on EMD
- No relaxation shall be claimed for BPF or EMD
- The EMD of the unsuccessful bidders would be returned back as soon as possible
- The EMD shall be forfeited by UPNEDA in case if:
 - (i) If the Agency withdraws its proposal.

PERFORMANCE SECURITY

- Successful bidder has to deposit Performance Security of 5% of contract price. The validity of Performance Guarantee shall be for 1 year. The Performance Guarantee shall be in form of Bank guarantee/demand draft issued from nationalized /scheduled bank.

(5) 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 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

(6) 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.

(7) RIGHTS OF UPNEDA

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.

(8) CLARIFICATIONS & AMENDMENTS TO EoI

- 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.
- 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 EoI 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 EoI and/or cancel the EoI. The amendments shall be notified through UPNEDA website and such amendments shall be binding on them.

(9) TIMELINES & REQUIREMENTS

- The agency shall be engaged initially for a period of One year. UPNEDA may decide to extend the contract at the same rates, terms and conditions, with mutual consent.
- The nature and quantum of work will evolve depending upon the requirements of UPNEDA & Bureau of Energy Efficiency (BEE).The agency firm engaged shall work under the guidance and direct

supervision of the SDA/ECBC cell of UPNEDA.

(10) MINIMUM ELIGIBILITY CRITERIA

(A) The agency submitting bids for this assignment should fulfill the following minimum criteria:

- I. Agency should be registered/incorporated in India, the Incorporation number along with GSTIN number should be mention in the bid.
- II. Should be BEE empanelled ECBC Expert Agency
- III. Should have a minimum 3 years of relevant work experience in the area Energy Efficiency in Buildings.
- IV. Should have minimum 02 nos. BEE certified ECBC Master Trainers
- V. The Master Trainers should have provided at least 03 nos. of similar trainings during the years January 2014 - August 2017.
- VI. The Master Trainers should have minimum 02 years of working experience on simulation tools
- VII. Not be involved in any major litigation that may have an impact affecting or compromising the delivery of services as required.
- VIII. Not be black listed by any Central/State Government/Public Sector Undertaking in India.

(11) SCOPE OF WORK

- a) The Agency is expected to organize total 32 nos. of training programmes/workshops on ECBC in the State of U.P. from the period date of Work Order as per ECBC guidelines of BEE.
- b) The programmes should cover 16 nos. of one day training programmes and 16 nos. of 2-days training programmes. A quarterly time lines shall be submitted by agency within a week after signing of agreement.
- c) However, the timelines / requirements of training programmes shall be finalized in consultation with UPNEDA.
- d) The one day training programmes shall focus on updating the attendees about the importance of energy conservation and role of ECBC in achieving the same.
- e) The 2-days training programmes shall be intensive covering all aspects of ECBC and Simulation of ECBC compliant buildings.
- f) Minimum number of participant in each training should be 50.
- g) The following activities shall be part of the scope of work:
 - ✓ Finalization of agenda for the training programmes in consultation with UPNEDA
 - ✓ Coordination with Master Trainers to understand their availability & organizing their travel and boarding logistics
 - ✓ Informing the participants about the training programme & continuous follow up to assure good participation
 - ✓ Registration & compeering during the training programme

- ✓ Organizing all logistics related to programme like venue, food, stationery, etc.
- ✓ Event posters, banners, standees, etc.
- ✓ Collecting feedback from participants
- ✓ Photography of the event
- ✓ Submission of report at the end of each event in prescribed format
- ✓ Submission of all event related documents to UPNEDA
- ✓ Any other requirement of UPNEDA or BEE

h) The Master Trainers on ECBC is to be paid Rs. 10,000/- per day as Honorarium (Based on existing approved rates by BEE payable to ECBC experts) by the Agency.

i) Expenses for the logistic arrangement of experts like travel by economy class air ticket and local conveyance is to be reimbursed to the Master Trainers by the Agency

(12) FINANCIAL PROPOSAL

- The Financial proposal will only be considered for technically qualified bidders as per the EoI conditions.
- The financial proposal should state the cost (both in numerals and in words)
- It is to be noted that in case of any mismatch between the numeral value and the value mentioned in words, the lowest value shall be accepted to be the final quote
- The financial proposal shall include all cost related to the programmes including honorarium to ECBC Master Trainers, Boarding & Lodging of Master Trainers, Venue costs & those stated in 11(g)
- Any other cost, not listed, shall be decided by competent authority of UPNEDA.
- The lowest rate (L1) will be considered for award of work.
- The decision shall be binding on the Agency

(13) PAYMENT SCHEDULE

100% payment shall be made after completion of each training to the satisfaction of UPNEDA.

(14) LIQUIDATED DAMAGES

14.1 If the contractor/ bidder fails to perform the services within the time periods specified in the contract, the “UPNEDA” shall without prejudice to its other remedies under the contract deduct from the contract price as liquidated damage, a sum equivalent to 1.0% of the price of the unperformed services for each week (For the purposes of calculation of delay, part of week shall be treated as week) of delay until actual performance up to a maximum deduction of 10% of the delayed services. Once the maximum is reached, the “UPNEDA” may consider termination of the contract. In the case of violation of contract, UPNEDA may confiscate pending payments/ dues of the contractor/ bidder assigning specific reasons and shall also have the power to debar/ blacklist the contractor/ bidder in similar circumstances. UPNEDA may also invoke performance/security bank guarantee.

2. The contractor/ bidder 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.

(15) FORCE MAJEURE

- 1 Notwithstanding the provisions of clauses contained in this deed; the contractor/ bidder shall not be liable for forfeiture of its performance security, liquidated damages, termination for default, if he is unable to fulfill his obligation under this deed due to event of force majeure circumstances.
- 2 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
- 3 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.
- 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/ 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
- 6 "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".
- 7 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.
- 8 "UPNEDA" may at any time by notice in writing to the contractor/ bidder either stops the work all together or reduce or cut it down. If the work is stopped all together, the contractor/

bidder will only be paid for work done and expenses distinctly incurred by him as on preparation or the execution of the work up to the date on which such notice is received by him. Such expenses shall be assessed by “UPNEDA”, whose decision shall be final and binding on the contractor/ bidder. If the work is cut down the contractor/ bidder will not be paid any compensation what so ever for the loss or profit which he might have made if he had been allowed to complete all the work included in the contract.

Annexure - A

Format for Covering Letter (On Respondent's Letter Head)

Date:

Incharge

ECBC cell, UPSDA/UPNEDA,

Vibhuti Khand, Gomti Nagar, Lucknow -226010

Sir,

Sub: Hiring of an Agency for Training Programmes / Workshops on Capacity Building of Energy Conservation Building Code (ECBC)

1. I/We, the undersigned, having read and examined in detail the EoI documents in respect of consultancy to UPNEDA, do hereby express our interest to provide the services as specified in the EoI.
2. I/We have read the provisions of EoI and confirm that these are acceptable to us and further declare that additional conditions, variations, deviations, if any, found in our proposal shall not be given effect to.
3. Until the formal final Contract is prepared and executed between us, this Proposal shall constitute a binding contract between us.
4. We hereby declare that all the information and statements made in this proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.
5. We understand you are not bound to accept any proposal you receive.
6. The Agency has not indulged in any corrupt or fraudulent practices in preparing this proposal.
7. The person signing the cover letter and the proposal has due authorization.
8. I/We shall bear all costs incurred in connection with the preparation and submission of the proposal and to bear any further pre-contract costs
9. We are enclosing copies of empanelment with BEE and copies of ECBC Master Trainer's certificates
10. We are enclosing CVs of Master Trainers associated with us, meeting the EoI Requirements

13. Our correspondence details are:

1	Name of the Agency	
2	Address of the Agency	
3	Name of the contact person to whom all references shall be made regarding this EoI	
4	Designation of the person to whom all references shall be made regarding this EoI	
5	Address of the person to whom all references shall be made regarding this tender	
6	Telephone (with STD code)	
7	E-Mail of the contact person	
8	Fax No. (With STD code)	

14. We also understand that any decision taken by Director, UPNEDA shall be final and binding on both the parties.

Thanking you,

Yours faithfully

(Signature of Authorized Person for this Application)

Name:

Designation:

Stamp of Company/Firm:

Date:

Place:

Format for Prior Experience of Agency

Name of Agency:	
Assignment / Job Name:	
Nature of Assignment:	
Description of Project:	
Location within country:	
Duration of Assignment / Job (months):	

Note:

Please attach Letter of Intent or Work Order or Certificate of successful completion for each project, from the respective Client(s).

(Signature of Authorized Person for this Application)

Name:

Designation:

Stamp of Company/Firm:

Date:

Annexure - B
FINANCIAL BID

Name of the Firm: -----

Financial Proposal for Hiring of an Agency for Training Programmes / Workshops on Capacity Building of Energy Conservation Building Code (ECBC)

S.No.	Work/Activity	Rates inclusive all taxes (Rs.)
1.	One Day Training Programme as per scope of work	
2.	Two Day Training Programme as per scope of work	
	Total Amount (In Figures and Words)	

NOTES:

1. Certified that rates quoted above are inclusive all taxes as per the requirement, terms & condition mentioned in the e-tender document.
2. We hereby provide consent to UPNEDA to deduct the applicable taxes, as per rules.

(Signature of Bidder With seal)