



BID DOCUMENT

FOR

Selection of Firm for Strategy, Planning and Implementation of IEC Activities aiming at increasing Public Awareness on PM Surya Ghar Yojana benefits in Ayodhya, Gorakhpur and Varanasi

Bid No.- 03/UPNEDA/IEC Activity/2024-25

Issued by

Uttar Pradesh New & Renewable Energy Development Agency (UPNEDA)

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

Vibhuti Khand, Gomti Nagar,

Lucknow, U.P. - 226010

Website: www.upneda.org.in E-mail : ho_ajai@rediffmail.com

Notice Inviting Tender

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

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

Vibhuti Khand, Gomti Nagar, Lucknow

Mobile No: 9415609005

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

UPNEDA invites Online Bids from Prospective Bidders through E-Tender Portal for **Selection of Firm for Strategy, Planning and Implementation of IEC Activities aiming at increasing Public Awareness on PM Surya Ghar Yojana Benefits in Ayodhya, Gorakhpur and Varanasi.**

S.No	Name of Work	Estimated Cost inclusive GST (Rs)	Earnest Money (Rs)
1	Selection of Firm for Strategy, Planning and Implementation of IEC Activities aiming at increasing Public Awareness on PM Surya Ghar Yojana Benefits in Ayodhya, Gorakhpur and Varanasi.	Rs 2,00,00,000/-	Rs.4,00,000/-

The work completion time for all the above work is twelve (12) months. The Bid document is available at E-tender Portal from 10.08.2024 from 6:00 pm onwards. Interested bidders may view, download the Bid document, seek clarification and submit their Bid through E-Tender Portal upto the date and time mentioned in the table below:

a)	Availability of tender document on E-Tender portal	From: 10.08.2024 from 6:00 pm onwards
b)	Bid submission end date & Time	On: 20.08.2024 up to 6:00 pm
c)	Online technical Bid Opening date & time	On: 21.08.2024 at 11:30 am
d)	Financial Bid Opening date & time (Only of technically qualified bidders)	Shall be intimated later
e)	Venue of opening of technical & financial Bids	UPNEDA Head Office, Vibhuti Khand, Gomti Nagar, Lucknow-226010

Director, Uttar Pradesh New and Renewable Energy Development Agency, (UPNEDA) reserves the right to reject any or all tenders without assigning any reason thereof. The decision of Director UPNEDA will be final and binding.

Director, UPNEDA

2. 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- 226010, U. P.

Subject: - Offer in response to Bid specification No: 02/UPNEDA/IEC Activity/2024-25

Sir,

We hereby submit our offer in full compliance with the terms & conditions of the above Bid without any deviations.

We confirm that we have the capability to develop the content and provide the required services as per the scope of work in the time bound manner.

We are fully agreed with Terms & Conditions, Specifications, and Payments Conditions etc. laid down in this bid document.

(Signature of Bidder)

With Seal

3. Check list

Annexure. No.	Eligibility Criteria	Particulars	Documents to be submitted along with Bid (Yes/No)
1	Tender Fee & Earnest Money	Tender Fee of Rs 11, 800/- (inclusive of GST) in the form of DD or NEFT/RTGS. The bidder should submit EMD in the form of BG or DD of 2% of Estimated Cost (i.e. Rs. 4,00,000/-)	
2	Company Eligibility	The bidder should be a firm registered/incorporated under Companies Act, 1956 or Companies Act, 2013/ and further amendment (s), or Trust registered under Indian Trust Act 1882 or a registered partnership firm (registered under section 59 of the Partnership Act, 1932) or a limited liability partnership (under the Limited Liability Partnership Act, 2002) or proprietorship or under Society Registration Act.	
3	GSTIN	A copy of valid GSTIN registration certificate. Note: If there is any exemption in GST to any NGOs, Trust, Govt. Organization and Non-Profit Organizations. Kindly provide supporting document along with bid.	
4	Financial Turnover	Bidders should have Overall Average Annual Turnover (ATO) in the last three years i.e., 2021-2022, 2022-2023 and 2023-2024 should be at least Rs. 60 Lacs. (<i>For FY 2023-24, provisional Balance sheet applicable if not audited.</i>) This must be the individual Company's turnover and not that of any group of companies. (A summarized sheet of average turnover certified by registered CA should be submitted)	

5	Technical Experience	<p>Past Performance: The bidder should have atleast Three years' experience of similar work or relevant business of working with a Govt./ State Govt./ PSU/ Company in the last five years i.e., 2019-20, 2020-2021, 2021-2022, 2022-2023 and 2023-2024.</p> <p>1) Bidder should have Team of Experts for Qualification:</p> <p>a) At least one member with at least 07 years of experience in field of Marketing or Managing IEC (Information, Education and Communication) activities or both specifically related to Renewable energy industry, Climate change projects or other similar projects along with basic knowledge of Solar Rooftop Systems, to be considered as <i>Team Leader</i>.</p> <p>b) At least one member with at least 05 years of experience in coordinating, monitoring, collating data and MIS preparation, to be considered as <i>Technical Analyst</i>.</p> <p>c) At least one member with at least 3 years of experience in Content Development, Video Editing for awareness campaigns, to be considered as <i>Content Developer</i>.</p> <p>d) At least one member with at least 3 years of experience in executing field activities for IEC (Information, Education and Communication), to be considered as <i>Field Executive</i>.</p> <p>2) The Bidder must have prior experience of working in Uttar Pradesh.</p> <p><i>Bidder must submit an affidavit declaring the experience of team members engaged with required experience. For experience of working in Uttar Pradesh, bidder must submit relevant copies of LOA/Work order.</i></p>	
6	Net worth	The Net worth of bidder should be positive during last three financial years.	

7	Notarized Affidavit by the Bidder (A notarized affidavit Should be submitted on non-judicial stamp paper)	1. The Bidder should not have been Debar/blacklisted by any of the State/ Central Government or organizations of the State/Central Government. (A notarized affidavit Should be submitted on non-judicial stamp paper)	
		2. Bidder should not have any dues of income tax and GST of the State/ Central Government. (A notarized affidavit Should be submitted on non-judicial stamp paper)	

(Signature of Bidder)

With Seal

4. GENERAL PARTICULARS OF BIDDER

1	Name of Bidder	
2	Postal Address	
3	Mobile no.	
4	Telephone, Telex, Fax No	
5	E-mail	
6	Web site	
7	Name, designation and Mobile Phone No. of the representative of the Bidder to whom all references shall be made	
11	Have the Bidder ever been debarred by any Govt. Deptt. / Undertaking for undertaking any work?	
13	Reference of any other information attached by the tenderer (please Mention no. of pages & no. of drawings)	
14	Details of Bank name and account number etc. for RTGS	

(Signature of Bidder)

With Seal

5. DECLARATION BY THE BIDDER

We _____ (hereinafter referred to as the Bidder) being desirous of Bid for the work under the above-mentioned Bid and having fully understood the nature of the work and having carefully noted all the terms and conditions, specifications etc. as mentioned in the Bid document,

DO HEREBY DECLARE THAT

1. The Bidder is fully aware of all the requirements of the Bid document and agrees with all provisions of the Bid document.
2. The Bidder is capable of executing and completing the work as required in the Bid.
3. The Bidder accepts all risks and responsibilities directly or indirectly connected with the performance of the Bid.
4. The Bidder has no collusion with other Bidders, any employee of UPNEDA or with any other person or firm in the preparation of the bid.
5. The Bidder has not been influenced by any statement or promises of UPNEDA or any of its employees, but only by the Bid document.
6. The Bidder is financially solvent and sound to execute the work.
7. The Bidder is sufficiently experienced and competent to perform the contract to the satisfaction of UPNEDA.
8. The information and the statements submitted with the Bid are true.
9. The Bidder is familiar with all general and special laws, acts, ordinances, rules and regulations of the Municipal, District, State and Central Government that may affect the work, its performance or personnel employed therein.
10. The Bidder has not been debarred from any type of work by UPNEDA and or Government undertaking/ Department.
11. This offer shall remain valid for acceptance for 01 Month from the date of opening of financial part of Bid.
12. The Bidder gives the assurance to execute the e-tendered work as per specifications terms and conditions.

**(Signature of Bidder)
with SEAL**

6. CLARIFICATIONS/ ENQUIRIES

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

Enquiries may be sought by the Bidder from:

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

1st Floor UPNEDA building, Vibhuti Khand, Gomti Nagar, Lucknow

Phone: 9415609005, Email: ho_ajai@rediffmail.com

Website: www.upneda.org.in

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

Section-2 Eligibility condition

Minimum Eligibility Conditions

2.1 The bidder should be a firm registered/incorporated under Companies Act, 1956 or Companies Act, 2013/ and further amendment(s), or Trust registered under Indian Trust Act 1882 or a registered partnership firm (registered under section 59 of the Partnership Act, 1932) or a limited liability partnership (under the Limited Liability Partnership Act, 2002) or proprietorship or under Society Registration Act.

2.2 Past Performance: The bidder should have at least three years' experience of similar work or relevant business of working with a Govt./ State Govt./ PSU/ Company in last five years i.e., 2019-20, 2020-2021, 2021-2022, 2022-2023 and 2023-2024.

2.2.1 Bidder should have Team of Experts for Qualification:

- a) At least one member with at least 07 years of experience in field of Marketing or Managing IEC (Information, Education and Communication) activities or both specifically related to Renewable energy industry, Climate change projects or other similar projects along with basic knowledge of Solar Rooftop Systems, to be considered as *Team Leader*.
- b) At least one member with at least 05 years of experience in coordinating, monitoring, collating data and MIS preparation, to be considered as *Technical Analyst*.
- c) At least one member with at least 3 years of experience in Content Development, Video Editing, Social media advertising for awareness campaigns, to be considered as *Content Developer*.
- d) At least one member with at least 3 years of experience in executing field activities for IEC (Information, Education and Communication), to be considered as *Field Executive*.
- e) The bidder shall submit a self-certified statement on affidavit for the above-mentioned requirement.

2.2.2 The Bidder must have prior experience of working in Uttar Pradesh. (Bidder must submit relevant copies of LOA/Work order for showing experience of working in Uttar Pradesh).

2.3 Bidders should have Overall Average Annual Turnover (ATO) in the last three year i.e., 2021-2022, 2022-2023 and 2023-24 should be at least Rs. 60 Lacs (*For FY 2023-24, provisional Balance sheet applicable if not audited.*) This must be the individual Company's turnover and not that of any group of companies. (A summarized sheet of average turnover certified by registered CA should be submitted).

2.4 The Bidder should have valid GSTIN registration certificate. A copy of which should be enclosed.

Note: If there is any exemption in GST to any NGOs, Trust, Govt. Organization and Non-Profit Organizations. Supporting documents should be provided along with the bid.

2.5 The Net worth of bidder should be positive during last three years.

Note: In response to above all points the document is to be submitted as per checklist.

(Signature of Bidder)
with SEAL

Section-3 PREPARATION OF BID

3.1 LANGUAGE OF BID AND MEASURE

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

3.2 DOCUMENTS COMPRISING THE BID

3.2.1 The Bid prepared by the Bidder shall comprise the following components: -

- (a) Covering letter as provided in Bid document.
- (b) General particular of bidder as provided in Bid document.
- (c) Declaration by the Bidder, as provided in Bid document.
- (d) Documentary evidence establishing that the bidder is eligible to Tender and is qualified to perform the contract if its tender is accepted.
- (e) Check list of Annexure as provided in Bid document.
- (f) The scanned copy of Bid document signed on each page, as a confirmation by the Bidder to accept all technical specifications/ commercial conditions along with all necessary enclosures/annexures to be uploaded along with the bid.

The Bidder should submit the following Documents along with the Bid as per the checklist.

3.3 BID PRICE

3.3.1. The Bidder shall indicate prices on the appropriate financial bid schedule on e-tender Portal online only. The Price should be inclusive of GST.

3.3.2 DUTIES AND TAXES

The price quoted should include all taxes inclusive GST whatsoever as applicable. A Bidder shall be entirely responsible for all taxes, duties, license fees, etc. All taxes payable as per Government income tax & GST norms will be payable by the Bidder. TDS of income Tax and GST as applicable will be deducted from the payment of the Bidder as per the prevalent laws and rules of Government of India and Government of Uttar Pradesh in this regard. If any changes in taxes by the Government shall be borne by the successful Bidder.

3.4 BID CURRENCIES

3.4.1 Prices shall be quoted in Indian Rupees (INR) only.

3.5 SECURITY DEPOSIT/ PERFORMANCE GUARANTEE:

3.5.1 The successful Bidders, who execute the agreement with UPNEDA for the work, shall have to furnish a security amount equivalent to 5% of total value of the Contract in the form of Bank Guarantee valid for a period of 12 months from the date of execution of agreement. The bank guarantee may be issued by a nationalized bank or scheduled bank of RBI. Bank Guarantee shall be in favour of "Director, UPNEDA". The aforesaid Bank Guarantee shall be furnished prior to the execution of the agreement. The performance Bank Guarantee shall be released after completion of work as per scope of work in the tender.

3.6 PERIOD OF VALIDITY OF BID

3.6.1 Validity of the offer should be 3 month from the date of opening of the financial bid of the e-tenders. Without this validity the e-tenders will be rejected.

3.6.2 In exceptional circumstances, the UPNEDA will solicit the Bidder's consent to an extension of the period of validity. The request and the response there of, shall be made in writing. The contract performance security provided under clause 3.5.1 above shall also be suitably extended.

3.7 TENDER FEE & BID SECURITY (Earnest Money)

Prospective Bidders interested to participate in the bidding process are required to submit their Project proposals in response to this Bid document along with Tender Fee. Tender fee INR 11,800/- inclusive of GST, the tender Fee is to be furnished through Demand Draft (DD) drawn in favour of "Director UPNEDA", payable at Lucknow. A bidder will be eligible to participate in the bidding process only on submission of entire financial amounts as per the Bid. In case the Bidder chooses to submit the amounts pertaining to Tender Fee through NEFT/RTGS (electronic transfer), the Bidder shall submit the transaction receipt instead of the corresponding DD, as part of the offline bid submission.

The bank details of UPNEDA have been mentioned below. Bids submitted without Tender Fee, may be liable for rejection by UPNEDA.

Name & Address of Account Holder	Uttar Pradesh and Renewable Energy Development Agency
Bank Name	Central Bank of India
Email	Bmluck3964@centralbank.co.in
Account No	2185286335
IFSC Code	CBIN0283946
MICR Code	226016035

3.7.1 The bidder should submit EMD in the form of BG or DD of 2% of Estimated Cost. The Bidder shall furnish Interest free EMD in the form of Bank Guarantee (BG)/ Demand Draft drawn in

favour of “Director, UPNEDA”, payable at Lucknow. The validity of EMD shall be for a period of two months from the Bid Deadline.

MSME Bidders having unit in the state of UP State Registered MSMEs are exempted from submission of Bid Security/EMD, however required to submit a "Bid Security Declaration" Letter on non-Judicial stamp of appropriate value as per prescribed format.

The Bid Bond/EMD shall be forfeited without prejudice to the Bidder being liable for any further consequential loss or damage incurred to the work under following circumstances:

a. Hundred percent (100%) of Bid Bond/EMD amount of the proposed capacity, if Bidder withdraws/revokes or cancels or unilaterally varies their bid in any manner during the period of Bid Validity specified in the document.

b. Hundred percent (100%) of Bid Bond/EMD amount of the proposed capacity, if the successful bidder fails to unconditionally accept the Letter of Intent (LOI)/LOA/Work Order, whoever is issued first, within 15 days from the date of its issue.

c. Hundred percent (100%) of Bid Bond/EMD amount of the proposed capacity, if the successful bidder fails to furnish the "Performance Bank Guarantee" within stipulate time period of issuance of Letter of Intent (LoI)/LOA/Work order, whichever is issued first.

3.7.2 Any bid not secured with the Notarized bid security declaration as stipulated in bid will be liable for action before opening of financial bid.

3.8 FORMAT AND SIGNING OF BID

3.8.1 The bid must contain the name, residence and places of business of the persons making the Bid and must be signed and sealed by the Bidder with his usual signature. The name and designations of all persons signing should be typed or printed below the signature.

3.8.2 Bid by corporation/ company must be signed with the legal name of the corporation/ company/firm by the ‘President’, Managing director or by the ‘Secretary’ or other designation or a person duly authorized.

3.8.3 The original copy of the Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person duly authorized to bid and bidder to the contract. The letter of authorization shall be submitted along with power-of-attorney. All the pages of the bid shall be initialed by the person or persons signing the Bid and submitted at the time of signing of agreement/contract.

3.8.4 The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder in which case such corrections shall be initialed by the person or persons signing the Bid.

3.8.5 DEADLINE FOR SUBMISSION OF BIDS: Bids must be uploaded by the Bidder in the date; time on e-tender Portal as specified in the Bid notice/ Bid documents.

(Signature of Bidder)
with SEAL

SECTION 4: BID OPENING, EVALUATION AND FINALIZATION OF BID

4.1 OPENING OF BID

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

4.1.1 First part (PART-A) uploaded having Bid specification and super scribed as “**Technical Bid**” shall be opened at the time and date mentioned in the Bid notice by UPNEDA’s representatives in the presence of Bidders, who choose to be present.

4.1.2 Second part (PART-B) containing **Financial Bid** shall be opened (after establishing technical suitability of the offer) as per schedule. Second part of only those Bidders shall be opened whose first part (PART-A) shall be found commercially clear and technically suitable.

4.2 TECHNICAL EVALUATION

The Offers are proposed to be evaluated based on Quality Cum Cost Based Selection (QCBS) methodology.

Technical Offer Evaluation: -

First the Technical Bids shall be opened and evaluated.

- a) 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 (St).
- b) The bidder is required to make a presentation on the Brief company profile, major clients and projects indicating broad scope of work, plan, proposed key personnel and experience of providing services for IEC activities.
- c) The rectifiable discrepancies in the Technical Bid, if any would have to be corrected by the Bidder within a period of seven (07) days of the intimation given to them failing which Financial Bid would not be opened even if the Bidder has passed the technical evaluation.
- d) All the applicants whose offers are found to be responsive shall be considered for technical evaluation based on the Criteria as stipulated below (Minimum marks 70).

The bids would be evaluated based on following criteria:

S.No	Criteria	Maximum Marks	Total Marks
Relevant Experience of Works			35
1.	The bidder should have at least three years' experience of similar work i.e. engagement of firm in strategy, planning and implementation of IEC activities in last five years i.e. 2019-20, 2020-2021, 2021-2022, 2022-2023 and 2023-2024. (LoA/Work Order/Completion Certificate from respective organization as proof of providing such services shall be submitted.) 2 marks for each year's experience up to a maximum of 10 marks.	10	10
2.	Number of completed or ongoing similar Projects for Central (or) State Govt./State PSUs/CPSU/BEE/Renewable Energy Nodal agencies /Renewable Energy Departments of Indian States /Union Territories in India in last 5 (five) years. Work Order/Completion Certificate from respective organization as proof of providing such services shall be submitted. 2 marks for each project up to a maximum of 10 marks	10	10
3.	The Bidder shall have overall minimum Average Annual Turnover of Rs 60 Lacs from IEC activity/Promotional/ consultancy/ advisory services in the last three financial years 2020-2021, 2021-2022 and 2022-2023. Turnover: > 60 Lacs to 1 Cr =5 marks > 1 Cr to 2 Cr =10 marks >2 Cr =15 marks	15	15
Qualification and Experience of Team of Professionals			40
	Team Leader (1 No.)		
1.	Minimum 07 years of experience in field of either marketing or managing IEC (Information, Education and Communication) activities or both 01 mark for each year of experience subject to maximum 10 marks	10	10
	Technical Analyst (1 No.)		
2.	Minimum 05 years of experience in coordinating, monitoring, collating data and MIS preparation 02 mark for each year of experience subject to maximum 10 marks	10	10
	Content Developer (1 No.)		
3.	Minimum 03 years of experience in Content Development, Video Editing, Social media advertising. 02 mark for each year of experience subject to maximum 10 marks	10	10
	Field Executive (1 No.)		
4.	Minimum 03 years of experience in executing field activities for IEC (Information, Education and Communication) 02 mark for each year of experience subject to maximum 10 marks	10	10

Team Interaction/Interview		25
1.	<p>Team Interaction- Presentation by Team leader and interaction/ interview with Team members- at least 01 Technical Analyst, 01 Field Executive and 01 Content Developer on basis of: -</p> <ol style="list-style-type: none"> 1. Confidence: '0' to '5' 2. Communication Skills: '0' to '5' 3. Educational Credentials: '0' to '5' 4. Relevant Experience: '0' to '5' 5. Knowledge of Renewable Energy Sector: '0' to '5' <p>*Mode of interview will be both physical/on-line via. VC. Dates will be intimated later.</p>	25

4.3 FINANCIAL OFFER EVALUATION

- a) Financial Bid of only Technically qualified Bidders shall be opened. For financial evaluation, the QCBS process will be followed.
- b) Under QCBS proposal, the technical proposals will be allotted weightage (T) of 60% while the financial proposals will be allotted weightage (P) of 40%.
- c) UPNEDA will determine whether financial offers are complete, and unconditional.
- d) 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 items shall not entitle the firm to be compensated and the liability to fulfil its obligations as per the Scope of work within the total quoted price.
- e) Each Financial bid will be assigned a financial score (Sf).
- f) For financial evaluation, the total cost of Services quoted in the financial bid, will be considered.
- g) Proposal with the lowest cost (Fm) will be given a financial score of 100 and financial scores (Sf) of other offers/ bids will be calculated with the formula, $Sf = 100 * Fm / F$ in which Sf is the financial score, Fm is the lowest quoted cost and F is the quoted cost of the offer/bid under consideration.

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.

4.4 COMBINED EVALUATION OF TECHNICAL OFFER AND FINANCIAL OFFER

- a) The combined score of Technical offer and Financial Offer Under Qualify cum Cost Based Selection process will be arrived at wherein technical proposals will be allotted weightage (T) of 60% while the financial proposals will be allotted weightage (P) of 40%.
- b) The total combined score (H), both technical score (St) and financial score (Sf), shall be obtained by weighing the quality and cost scores and adding them up as $H = St * T + Sf * P$. 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.

4.5 CLARIFICATION OF BID:

To assist in the examination, evaluation and comparison of bids the UPNEDA may at its discretion ask the bidder for a clarification of its bid. The request for clarification and the response shall be in online mode within stipulated time period.

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

**Signature of Bidder
with seal**

SECTION-5: PROCEDURE FOR FINALIZATION OF BID

The Procedure for Finalization of BID would be as follows:

5.1) Finalization of Bid:

- a) First the Technical bids shall be opened and evaluated.
- b) Then the Price bid of technically qualified bidders shall be opened.

5.2) Finalization of Bidder:

- a) First the Technical Bids shall be opened and evaluated. Then the price bid of technically qualified parties shall be opened.
- b) The lowest rate (i.e. L-1) received (and in turn approved by the competent authority) would be the “Approved Rate”.
- c) Director, UPNEDA reserves the right to allocate additional capacity to the approved Firm based on the approved ‘L-1’ unit rate of the respective items.
- d) If required UPNEDA reserves the right to negotiate with (lowest) L-1 bidder before finalization of the tender.
- e) UPNEDA reserves the right to accept any bid and to reject any or all bids.
- f) UPNEDA reserves the right at the time of awarding the contract to increase or decrease the quantity of goods as per E-tender portal terms and conditions.

5.3) NOTIFICATION OF EMPANELLEMENT:

List of successful Bidder(s) for contract shall be displayed on UPNEDA's website and shall be intimated in writing to the contractor.

5.4) CONTRACT

Before execution of the work, a contract agreement for execution of the work shall be signed by the Bidder with UPNEDA within 7 days of communication from UPNEDA. In case agreement is not executed within the stipulated time, then bidder shall be suspended for participating in the tendering process, for a period of one (01) year from bid due date of above referred tender.

5.5) ISSUE OF LETTER OF AWARD

After execution of the Agreement and Performance Security Deposit, the Name of Successful Bidder will be displayed on website of UPNEDA, and a letter of Award will be sent to the qualified tenderer.

Section 6: GENERAL CONDITIONS OF CONTRACT

6.1 DEFINITIONS

6.1.1 “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 person whose Bid has been accepted by UPNEDA and shall include his legal representatives and successors in interest.

6.1.2 The work shall be completed within 02 month from the date of placement of work order on turnkey basis. However, “UPNEDA” may in case of urgency ask the bidder to complete the work earlier, with the mutual consent of the contractor/ bidder. In case the contractor/ bidder fails to execute the said work within stipulated time (02 month), “UPNEDA” will be at liberty to get the work executed from the other bidder/open market without calling any tender/Bid and without any notice to the contractor/ bidder, at the risk and cost of the contractor/ bidder. Any additional cost incurred by “UPNEDA” shall be recovered from the contractor/ bidder. If the cost of executing the work as aforesaid shall exceed the balance due to the contractor/ bidder, and the contractor/ bidder fails to make good the additional cost, “UPNEDA” may recover it from the contractor/ bidders’ pending claims against any work in “UPNEDA” or in any lawful manner.

6.1.3 That on the request of the contractor/ bidder and also in the interest of the organization the “UPNEDA” is authorized to extend the validity of the agreement, subject to that the request of the contractor/ bidder is received before the expiry of the period, or any extended period granted to the contractor/ bidder.

6.1.4 Director, Uttar Pradesh New and Renewable Energy Development Agency (UPNEDA), reserves the right to increase or decrease the quantity of Bid during the tenure/period of the contract. Extra work (if required) will be allotted to the ‘L1’ bidder on the quoted ‘Unit Rate’ taken separately. The decision of Director will be final and binding.

6.2 LIQUIDATED DAMAGES

6.2.1 If the contractor/bidder fails to perform the services/work within the time periods specified in the contract (In case of delay for any reason other than due to Force Majeure conditions or any extension thereof granted to him by UPNEDA) the “UPNEDA” shall without prejudice to its other remedies under the contract deduct from the contract price as liquidated damage, a sum equivalent to 0.5% of the contract price for each week (For the purposes of calculation of delay, part of week shall be treated as a week) of delay until actual performance up to a maximum deduction of 5% of the contract price. Once the maximum is reached, the “UPNEDA” may assess the progress of work and take decision where the work order is to be cancelled, forfeit the performance security and debar/blacklist the firm or to continue with time extension with further penalty. The contractor/ bidder in "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.

6.3 FORCE MAJEURE

a) 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.

b) For the 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 its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and fright embargoes.

c) 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.

d) The High court of Judicature at Allahabad and Courts subordinate thereto, at Lucknow, shall alone have jurisdiction to the exclusion of all other courts.

e) 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.

f) 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".

g) 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.

h) "UPNEDA" may at any time by notice in writing to the contractor/ bidder either stops the work all together or reduces 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 whatsoever for the loss or profit which he might have made if he had been allowed to complete all the work included in the contract.

6.4 APPLICABLE LAW

The contractor/ bidder shall be interpreted in accordance with the laws of the purchaser' country i.e. India. The station of "UPNEDA" Headquarter shall have exclusive jurisdiction in all matters arising under this contract.

6.5 NOTICE

6.5.1 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.

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

6.6 TAXES DUTIES AND INSURANCE:

The price quoted should include all taxes including GST, duties and Insurance expenditure etc. what so ever. Supplier/contractor/bidder shall be entirely responsible for all taxes, duties, license fees, etc. All taxes payable as per Government income tax & GST or any other tax State or Central Government norms will be payable by the contractor/ bidder what so ever. If any new tax/duty is levied during the contract period the same will be borne by the contractor exclusively. CGST, SGST and TDS will be deducted from the payment of the contractor/ bidder as per the prevalent laws and rules of Government of India and Government of the Uttar Pradesh in this regard.

6.7 PAYMENTS:

The payments shall be made activity wise as per assessment of the concerned district project officer with following terms & conditions: -

- i) Upto 20% of the ordered value on submission of first bill as per activity completed.
- ii) Upto next 30% of the ordered value after the completion of work & services on submission of bills in second phase.
- iii) Upto next 30% of the ordered value after the completion of work & services on submission of bills in third phase.
- iv) Upto next 10% of the ordered value after the completion of work & services on submission of bills in fourth phase.
- v) The final 10% of the order value on successful completion of all work & services satisfactorily and its verification by concerned project officer after the end of the contract period.

Section-7: Terms and Conditions: -

1. Director UPNEDA reserves the right to cancel / reject or accept any bid without assigning any reasons.
2. The conditional bid will be outrightly rejected.
3. Financial bids of only those organizations would be opened, who have qualified in respect of the technical bids.
4. The contract between UPNEDA and the service provider can be cancelled on prior notice of from either side, in the event of poor service or violation of any of the conditions stipulated.
5. Any matter during the period of this agreement, which has not been specifically covered by this agreement, shall be decided by the Director, UPNEDA.
6. No additional terms & conditions over and above the conditions stipulated above shall be entertained by UPNEDA.
7. In case of any dispute of any kind and in any respect whatsoever, the decision of the Director, UPNEDA shall be final and binding.
8. The Technical bid shall not mention any financial matters such as amount quoted etc. upon observance of any such mention in the Technical Bid, the tender will be summarily rejected.
9. The Service Provider shall undertake to indemnify the department against all damages/charges arising on account of or connected with the negligence of the service provider or his staff or any person under his control whether in respect of accident injury to the person or damages to the property of any member of the public or any person.
10. The bidder shall upload a scanned copy of tender document with signed and stamped.
11. The Bid must be accompanied with all the relevant details asked in the Bid documents otherwise the Bid shall be rejected without assigning any reason thereof.
12. The undersigned reserves the right to issue the tender document/ extend the date of submission of tender/ opening of tender and cancellation of tender without assigning any reason thereof.

Section 8: Scope of Work

The Bidder must develop and deliver the following items/services for **Selection of Firm for Strategy, Planning and Implementation of IEC Activities aiming at increasing Public Awareness on PM Surya Ghar Yojana benefits in Ayodhya, Gorakhpur and Varanasi.**

8.1 General

8.1.1 The Uttar Pradesh New and Renewable Energy Development Agency (UPNEDA) wants to accelerate the adoption of PM: Surya Ghar Rooftop Solar Yojana in Uttar Pradesh by increasing Public Awareness. For reaching the masses, IEC activities are required to be carried out on large scale which will comprise displaying of Banners, Installation of Billboard Banners at strategic locations, setup of Booth Camps, pamphlet distributions along with Events and activities to be performed at Universities, Colleges and School, Advertisements in Newspapers in 03 Districts - Ayodhya, Gorakhpur, and Varanasi. The activities will consist of works & services given below: -

1. Design, Printing, Installation and Displaying of Banners at Vikas Bhawan/ Nagar Nigam/ Sub-Stations/ Wards, total 30 Nos. concurrently in each district – Ayodhya, Gorakhpur, and Varanasi, for 01-year duration. (Schedule & list of locations for display within these districts will be provided later).

Permission for installing & displaying banners at such Govt. or Public places will be facilitated by district Project officers of UPNEDA.

2. Design, Printing, and installation of Flex Billboards/Hoardings of prominent locations (Chauraha), 04 Nos. in each district - Ayodhya, Gorakhpur and Varanasi for a period of 03 months within the contract period. (Schedule and list of locations will be provided later). All expenses related to designing, installing and monthly rent of hoardings will be borne by the successful bidder.

3. Design, printing, supply and distribution of Pamphlets at Canopy stalls organized at Vikas Bhawan, Discom Billing offices/ Divisional offices and Sub-stations for the entire contract period (1,00,000 Pamphlets in each district in Ayodhya, Gorakhpur and Varanasi).

4. Deputation of 'Field Executives' for Canopy stalls organized at Vikas Bhawan/ Nagar Nigam/ Sub-Stations/ Wards. 06 field executives to be deputed for each district for the entire duration of the contract. (Total 18 field executives)

5. Canopy stalls to setup at suggested locations, atleast 03 Nos. concurrently in each district for 01-year duration. Tent type Canopy with Minimum size 5'x5'x7' will be installed.

- Design & printing of Canopy will be under the scope of bidder.
- Permission for setting up a Canopy booth at such locations will be facilitated by UPNEDA.
- List of locations and month-wise schedule for entire contract period will be provided later.

6. Poster Advertisement on back side of Auto and Battery-Rickshaws.

- 100 Nos. of Auto or Battery rickshaws in each district - Ayodhya, Gorakhpur and Varanasi (Total 300 Autos or Battery Rickshaws) will carry posters at their back for a period of 03 months within the contract period. (Min. poster size. 3' x 1.5').
 - Schedule of mobilization will be provided later.
 - Printing, Supply, and installation of posters will be under the scope of the bidder.
7. Events to be organized on benefits of Rooftop Solar in renowned Universities viz. Banaras Hindu University (BHU), Ayodhya University, Deen Dayal Upadhyay Gorakhpur University, Colleges and Schools of all 03 districts engaging professors, teachers, staff and students.
- Event will include a Banner, Standee, and Sound System setup including Mic & speakers for interaction with public.
 - Duration of these interactive events will be minimum 02 hours.
 - Concept and theme of this interactive session along with the Schedule of the events within the contract period will be provided later.
 - Permissions for organizing these events will be facilitated by UPNEDA.
8. Advertisement in prominent Hindi Newspapers (e.g., Dainik Jagran, Dainik Bhaskar, Amar Ujala, Hindustan, Navbharat Times) to be published on Sundays only (Min. Size 20 cm x15 cm).
- Advertisement may exclude front cover and back pages.
 - Advertisement to be published on 08 Sundays in each district within the contract period, schedule for which will be intimated later.
9. Mobilization of Surya Raths (mobile vehicle) for promotion & awareness of scheme. 03 Raths to be deputed in each district for 03 months within the duration of contract period.
- 'Rath' will be considered any Light commercial vehicle (preferably pick up or mini truck) decorated with banners, posters, and a sound system for audio advertisement.
 - Audio clip will be provided later by UPNEDA.
 - Printing, supply, and installation of banners/artistic material will be in scope of bidder.
 - Minimum Distance to cover each day is 20 KM, with minimum outdoor exposure for 06 hours.
 - District wise movement schedule & details of route will be provided later.
10. Deputation of 02 'Nodal Officers' (01 for Ayodhya & Gorakhpur, and 01 for Varanasi) for the entire tenure of the contract (01 year) for daily co-ordination between internal teams, monitoring of district IEC activities and MIS preparation.
11. Design, Printing, Supply and Distribution of T-shirts and Caps to beneficiaries viz. Consumers, Vendors and Volunteers within the duration of the contract period. 1000 set. for each district. (List & size wise quantity for print, and the distribution schedule will be provided later).
12. Facilitation of services to organize 01 'Solar Mela' in each district- Ayodhya, Gorakhpur, and Varanasi within the contract period, with arrangements (but not limited to) given below: -
- A Temporary Stage along with housing (tent) for dignitaries (Minimum stage size - 25' x 15'),

- Open Carpet area with seating arrangements (chairs) to accommodate minimum 150 visitors at a time.
- Sound system including Mic, Speakers, and a Podium for dignitaries to address public.

Display material will include Banners (Size 10' x 5' – 01 Nos., 7'x 4' – 01 Nos.), and Standees (5' x 2' - 02 Nos.). Contents for banners will be provided later. Venue will be facilitated by UPNEDA. (Schedule for organizing the Mela's within the contract period will be intimated later).

Table 1: Scope of Work for IEC activity at Ayodhya, Gorakhpur, and Varanasi

Revised Scope of Work for IEC Activity in Ayodhya, Gorakhpur and Varanasi			
S.No.	Activity	Qty.	UOM
	Tenure of Proposal will be 01 year		
1.	Design, Printing, Installation and Displaying of Banners at Vikas Bhawan/ Nagar Nigam/ Sub-Stations/ Wards, 30 Nos. concurrently in each district – Ayodhya, Gorakhpur and Varanasi district for 01-year duration. (Min. Size - 7' x 4')	90	Nos.
2.	Design, Printing, and Installation of banners over the Billboards/ Hoardings of prominent locations (Chauraha), 04 Nos. in each district - Ayodhya, Gorakhpur, and Varanasi for a period of 03 months within the contract period. (Min. size-20'x10')	12	Nos.
3.	Design, Printing, Supply and Distribution of Pamphlets on Canopy stalls organized at Vikas Bhawan, Discom Billing offices/ Divisional offices and Sub-stations for the entire contract period (1,00,000 Pamphlets in each district in Ayodhya, Gorakhpur, and Varanasi, with Min. size- 8.3" x 11.7")	3,00,000	Nos.
4.	Deputation of 'Field Executives' for Canopy stalls organized at Vikas Bhawan/ Nagar Nigam/ Sub-Stations/ Wards. 06 field executives to be deputed for each district for the entire duration of the contract.	18	Nos.
5.	Canopy stalls to setup at suggested locations, atleast 03 Nos. concurrently in each district for 01-year duration. Tent type Canopy with Minimum size 5'x5'x7' will be installed. <ul style="list-style-type: none"> • Design & printing of Canopy will be under the scope of bidder. • Permission for setting up a Canopy booth at such locations will be facilitated by UPNEDA. • List of locations and month-wise schedule for entire contract period will be provided later. 	9	Nos.
6.	Poster Advertisement on back side of Auto and Battery-Rickshaws. 100 Nos. of Auto or Battery rickshaws in each district - Ayodhya, Gorakhpur, and Varanasi (Total 300 Autos or Battery Rickshaws) will carry posters at their back for a period of 03 months within the contract period. (Min. poster size. 3' x 1.5'). Printing, Supply, and installation of posters will be under the scope of the bidder.	300	Nos.
7.	Events to be organized on benefits of Rooftop Solar in renowned Universities, Colleges, and Schools of all 03 districts engaging professors, teachers, staff, and students (03 events in each district). <ul style="list-style-type: none"> • Event will include a Banner(7'x4'), Standee (5'x2'), and Sound System with Mic & speakers for public interaction. • Duration of this interactive event will be minimum 02 hours. • Broad idea of the session along with the Schedule of the events during the contract period will be provided later. 	9	Events

8.	Advertisement in prominent Hindi Newspapers (e.g., Dainik Jagran, Dainik Bhaskar, Amar Ujala, Hindustan, Navbharat Times) to be published on Sundays only (Min. Size 20 cm x15 cm). Advertisement may exclude front cover and back pages. Advertisement to be published on 08 Sundays in each district within the contract period.	24	Nos.
9.	Mobilization of Surya Raths (mobile vehicle) for promotion & awareness of Scheme. 03 Raths to be deputed in each district for 03 months within the duration of contract period. <ul style="list-style-type: none"> • 'Rath' will be considered any Light commercial vehicle (preferably pick up or mini truck) decorated with banners, posters, and a Sound system for audio advertisement. Minimum Distance to cover each day is 20km, with minimum outdoor exposure of 06 hours. • District wise movement schedule, details of route and audio clip will be provided later. 	9	Nos.
10.	Deputation of 'Nodal Officers' (01 for Ayodhya & Gorakhpur, and 01 for Varanasi) for the entire tenure of the contract (12 months) for daily co-ordination between internal teams, monitoring of district IEC activities and MIS preparation.	2	Nos.
11.	Design, Printing, Supply and Distribution of T-shirts and Caps to beneficiaries viz. Consumers, Vendors or Volunteers - 1000 set. for each district. (List and Size wise Qty. for print, and the distribution schedule will be provided later).	3,000	Set
12.	Facilitation of services to organize 01 'Solar Mela' in each district within the contract period, with arrangements (not limited to): - <ol style="list-style-type: none"> a) Temporary Stage along with housing (tent) for dignitaries (Minimum stage size - 25' x 15'). b) Carpet area with Seating arrangements (chairs) to accommodate minimum 150 visitors at a time. c) Sound system including Mic, Speakers, and a podium for dignitaries to address public. d) IEC material will include Banners (Size 10' x 5' – 01 Nos., 7'x 4' – 01 Nos.), and Standees (5' x 2' - 02 Nos.). e) Venue will be facilitated by UPNEDA. 	3	Events

8.2 Timeline: -

The timeline for design, printing & installation of banners, Setup of Canopy stalls, deputation of Field executives and Nodal officers will be within 60 days from the date of the Work Order with validity of all the work & services for a period of 01 year from the date of Work Order.

All other works and services not mentioned in timeline section will be completed as per schedule given by UPNEDA. The tenure and the validity of work and services provided by contractor as per contract will be 01 year from the date of Work order.

Letter of Transmittal

To

**Director,
UPNEDA, LUCKNOW**

Subject:

Sir,

Having examined the details given on E-Tender Portal and bid document for the above work, I/we hereby submit the relevant information.

1. I/we hereby certify that all the statement made and information supplied in the enclosed in the Bid is true and correct.
2. I/we have furnished all information and details necessary for eligibility and have no further pertinent information to supply.
3. I/we submit the requisite certified certificate and authorize the Director, UPNEDA Lucknow to approach the Bank to confirm the correctness thereof.
4. I/we also authorize Project Manager, UPNEDA Lucknow to approach individuals, employers, firms and corporation to verify our competence and general reputation.
5. I/we submit the following certificates in support of our suitability, technical knowledge and capability for having successfully completed the works.

Seal of Bidder:

Date of Submission:

Signature of Bidders

Part-5 ANNEXURES
PROFORMA FOR BANK GUARANTEE FOR BID BOND/EMD

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

Ref.:

Date:

Bank Guarantee No.:

To,

**The Director,
UPNEDA, Vibhuti Khand,
Gomti Nagar,
Lucknow-226010
Uttar Pradesh**

In consideration of the (Insert name of the Bidder) submitting the Bid inter alia for Response to Bid for **“Selection of Firm for Strategy, Planning and Implementation of IEC Activities aiming at increasing Public Awareness on PM Surya Ghar Yojana benefits in Ayodhya, Gorakhpur and Varanasi.”** for meeting the requirements of UPNEDA in response to the Bid dated[Insert date of Bid] issued by UPNEDA, (hereinafter referred to as UPNEDA) and such UPNEDA / Procurer(s) agreeing to consider the Bid of [Insert the name of the Bidder] as per the terms of the Bid, the(Insert name and address of the bank issuing the EMD, and address of the head office) (here in after referred to as “Guarantor Bank”) hereby agrees unequivocally, irrevocably and unconditionally to pay to UPNEDA or its authorized representative at Uttar Pradesh New & Renewable Energy Development Agency, Vibhuti Khand, Gomti Nagar, Lucknow forthwith on demand in writing from UPNEDA or any representative authorized by it in this behalf an amount not exceeding Rupees (Rs.....) only [Insert amount not less than as per Bid] on behalf of M/s.[Insert name of the Bidder].

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

Our liability under this Guarantee is restricted to Rupees (Rs.....) only. Our Guarantee shall remain in force until [Date to be inserted as per validity mentioned in Bid] UPNEDA / Procurer(s) or its authorized representative shall be entitled to invoke this Guarantee until [Insert Date validity mentioned in Bid,].

The Guarantor Bank hereby expressly agrees that it shall not require any proof in addition to the written demand from UPNEDA / Procurer(s) 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 / Procurer(s) or its authorized representative.

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

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

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

This BANK GUARANTEE shall not be affected in any manner by reason of merger, amalgamation, restructuring, liquidation, winding up, dissolution or any other change in the constitution of the Guarantor Bank. This BANK GUARANTEE shall be a primary obligation of the Guarantor Bank and accordingly, UPNEDA / Procurer(s) 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 / Procurer(s) or its authorized representative or to exercise, levy or enforce any distress, diligence or other process against the Bidder.

The Guarantor Bank hereby agrees and acknowledges that UPNEDA / Procurer(s) 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. (Rs..... only) and it shall remain in force until [Date to be inserted on the basis of Bid],

We are liable to pay the guaranteed amount or any part thereof under this BANK GUARANTEE only if UPNEDA / Procurer(s) 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 Name:

1.

Signature Name and address.

Designation with Bank Stamp

2.

Signature Name and address

Attorney as per power of attorney No.

For: [Insert Name of the Bank]

Banker's Stamp and Full Address:

Dated this day of 20....

FORMAT FOR PERFORMANCE BANK GUARANTEE (PBG)

(To be on non-judicial stamp paper of appropriate value as per Stamp Act

FORMAT FOR PERFORMANCE BANK GUARANTEE (PBG)

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

Ref.:

Date:

Bank Guarantee No.:

To,

**The Director,
UPNEDA, Vibhuti Khand,
Gomti Nagar,
Lucknow-226010
Uttar Pradesh**

In consideration of the [Insert name of the Firm] submitting the response to Bid for **“Selection of Firm for Strategy, Planning and Implementation of IEC Activities aiming at increasing Public Awareness on PM Surya Ghar Yojana benefits in Ayodhya, Gorakhpur and Varanasi”** issued by UPNEDA. As per the terms of the Notice/Order, the [insert name & address of bank] hereby agrees unequivocally, irrevocably and unconditionally to pay to UPNEDA at [Insert Name of the Place from the address of the UPNEDA] forthwith on demand in writing from UPNEDA or any Officer authorized by it in this behalf, any amount upto and not exceeding Rupees..... [total value] only, on behalf of M/s [Insert name of Successful Bidder].

This guarantee shall be valid and binding on this Bank up to and including..... and shall not be terminable by notice or any change in the constitution of the Bank or the term of contract or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between parties to the respective agreement.

Our liability under this Guarantee is restricted to INR.....

Our Guarantee shall remain in force until.....UPNEDA shall be entitled to invoke this Guarantee till [Insert date which is [Insert the number] of days after the date in the preceding sentence].

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

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

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

This BANK GUARANTEE shall be interpreted in accordance with the laws of India and the courts at [Insert the Name of State/District] 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 or any other change in the constitution of the Guarantor Bank.

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

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to INR..... (INR..... only) and it shall remain in force until [Insert date which is [Insert the number] of days after the date in the preceding sentence]. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if *UPNEDA* serves upon us a written claim or demand. We undertake to extend the period of this guarantee and confirm to you in writing the extension of time on *UPNEDA*'s request, till such time as may be requested.

As per the RBI Guideline, if required, correspondence for confirmation of this Bank Guarantee shall be made on following address: (Address & Official Email ID of the Supervising Branch/ Office of the BG issuing Branch with name & designation of the officer concerned).

Signature

Name

Power of Attorney No.

For,

..... [Insert the bank name]

Banker's Stamp and Full Address.

Dated this day of , 2024

Witness:

1. Signature Name and Address	2. Signature Name and Address
--	--

Notes:

1. The Stamp Paper should be in the name of the Executing Bank and of appropriate value.
2. The Performance Bank Guarantee (PBG) shall be executed by any of the Bank from the List of Banks enclosed as per Annexure.

UPNEDA Bank Detail (only for PBG in the form of BG)
Account Holder Name:- UPNEDA
Name of Bank:- Central Bank of India
A/c No:- 2185286335
IFSC Code:- CBIN0283946
Neda Branch, Vibhuti Khand, Gomti Nagar, Lucknow.
SFMS code (Swift) CBININBBLKO

Format for Bid Security Declaration

(To be stamped on non – judicial stamp paper as per the stamp act of the state where the document is made)

Ref: _____

Date: _____

Subject: Declaration of bid security requirement.

We, _____(insert name of the Bidder) hereby provide this undertaking to UPNEDA, in respect to our response to Bid vide Bid No._____ dated_____. We undertake that we will abide by the provisions of the Bid for the activities pertaining to submission of response to Tender, during the bid validity period. We undertake not to withdraw or modify our bid during the bid validity period, in line with provisions of the Tender.

Incase we withdraw or modify our response to the Bid during the bid validity period, or violate other provisions of the Tender which make the bid non responsive, we, _____ (insert name of the bidder) including our Parent, Ultimate Parent, and our Affiliates shall be suspended/debarred from participating in upcoming tenders issued by any department of Uttar Pradesh Government for a period of 5 years from the date of default as notified by UPNEDA.

(Name and Signature of the Authorized Signatory)

POWER OF ATTORNEY

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

Power of Attorney to be provided by the Bidding Company in favour of its representative as evidence of authorized signatory's authority.

Know all men by these presents, We

(name and address of the registered office of the Bidding Company as applicable) do hereby constitute, appoint and authorize Mr./Ms. (name & residential address) who is presently employed with us and holding the position of..... as our true and lawful attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to submission of our Bid for implementation of system in response to the BID DOCUMENT. No..... dated issued by UPNEDA, Lucknow including signing and submission of the Bid and all other documents related to the Bid, including but not limited to undertakings, letters, certificates, acceptances, clarifications, guarantees or any other document which the UPNEDA may require us to submit. The aforesaid Attorney is further authorized for making representations to the UPNEDA, Lucknow and providing information / responses to UPNEDA, Lucknow representing us in all matters before UPNEDA, Lucknow and generally dealing with UPNEDA, Lucknow in all matters in connection with this Bid till the completion of the bidding process as per the terms of the above-mentioned BID DOCUMENT.

We hereby agree to ratify all acts, deeds and things done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall be binding on us and shall always be deemed to have been done by us.

All the terms used herein but not defined shall have the meaning ascribed to such terms under the BID DOCUMENT.

Signed by the within named

..... **(Insert the name of the executants company)**

through the hand of Mr.duly authorized by the Board(vide Board resolution No _____) to issue such Power of Attorney

Dated this day of

Accepted

Signature of Attorney

(Name, designation and address of the Attorney)

Attested.....

(Signature of the executant)

(Name, designation and address of the executant)

.....

Signature and stamp of Notary of the place of execution

Common seal of has been affixed in my/our presence Pursuant to Board of Director's Resolution dated.....(Board of Director's Resolution is also enclosed)

WITNESS

i)
(Signature)

Name.....

Designation

ii)
(Signature)

Name.....

Designation

Notes: The mode of execution of the power of attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and the same should be under common seal of the executant affixed in accordance with the applicable procedure. Further, the person whose signatures are to be provided on the power of attorney shall be duly authorized by the executant(s) in this regard.