

# **REQUEST FOR PROPOSAL**

**For**

Selection of Consultancy Firms for Establishment of Project Management Unit on retainer-ship basis, for providing support to U.P New and Renewable Energy Development Agency (UPNEDA) in implementation of various Renewable Energy Policies and Programmes.

**RFP NO:UPNEDA/1/PMU/2023**

**dated: 1/ 4/ 2023**

**issued by**

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

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

VibhutiKhand, Gomti Nagar, Lucknow-226010

Tel.No. 91-0522-2720652, Telefax: 0522-2720779, 2720829

Website:[www.upneda.org.in](http://www.upneda.org.in) E-Mail: [compneda@rediffmail.com](mailto:compneda@rediffmail.com)

## Contents

1.RFP Notice.....	3
2.Disclaimer.....	4
3.List of Annexures.....	6
4.Particulars of RfP.....	8
5.Section -II Introduction.....	9
6.Section -III Instruction to Bidders.....	11
7. Section -4 Terms of Contract.....	20
8.Section 5-Preparation and Submission of Bid/ Proposal.....	22
9. Section 6-E-Tender opening and Evaluation Criteria.....	26
10.Annexure 1: Terms of Reference.....	30
11. Annexure 2: Formats for Technical Proposal.....	<b>35</b>

## RFP Notice

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

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

VibhutiKhand, Gomti Nagar, Lucknow U P

Tel.No. 91-0522-2720652, Telefax: 0522-2720779, 2720829

Website:www.upneda.org.in E-Mail: [compneda@rediffmail.com](mailto:compneda@rediffmail.com)

UPNEDA invites Online Bids (e-tenders) from prospective consultancy firms for establishment of Project Management Unit (PMU) on retainer-ship basis for providing support to U.P New and Renewable Energy Development Agency (UPNEDA) in implementation of various Renewable Policies & Programmes as per the details given in RFP document. The RFP document is available at e-Procurement website <http://etender.up.nic.in> and UP Electronics Corporation's website [www.uplc.in](http://www.uplc.in) from 3/4/2023. Interested bidders may view, download the e-tender document, seek clarification, and submit their e-tender online up to the date and time mentioned in the table below:

1	RFP No	UPNEDA /1/PMU/2023 dated 1/4/2023
2	Fee of RFP Document	Rs29,500/ (inclusive of GST)
3	Earnest Money	Rs 12,00,000
4	Availability of RFP document on website	From 3.4.2023 at e-Procurement web site <a href="http://etender.up.nic.in">http://etender.up.nic.in</a> and at UPNEDA website <a href="http://www.upneda.org.in">www.upneda.org.in</a>
5	PRE-BID Meeting	18.4.2023 at 12.30 PM in UPNEDA Head office
6	e-tender submission end date & Time	26.4.2023 upto 6.55 PM
7	Online technical e-tender opening date & time	27.4.2023 upto 12.30 PM
8	Online financial e-tender opening date & time (Only of technically qualified bidders)	To be informed later on.
9	Venue of opening of technical & financial e-tenders	UPNEDA Head Office, Vibhuti Khand, Gomti Nagar, Lucknow-226010

The companies/firms who are registered at e-Procurement portal for e-tendering with U.P. Electronics Corporation Ltd. (UPLC), 10, Ashok Marg, Lucknow (UP) would only be eligible for participating in this e-tender. All companies/firms who have not registered themselves with UPLC for e-tendering till date can get their registration done. The companies/firms may contact U.P. Electronics Corporation Ltd. (UPLC), 10, Ashok Marg, Lucknow (UP) for their Registration. The bidders need to submit the proof/cost of e-tender document fees and EMD as stated in the above table through Demand Draft as bid documents fees and bank guarantee as EMD in favour of Director Uttar Pradesh New and Renewable Energy Development Agency (UPNEDA), payable at Lucknow. The scanned copy of the Demand Draft and Bank guarantee must be enclosed along with the e-tenders. The original Demand Draft and bank guarantee along with the hard copy of the blank document with enclosures duly signed by bidders must reach the office of UPNEDA at Vibhuti Khand, Gomti Nagar Lucknow before opening date and time of technical e-tender failing which, tender shall not be considered. 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**

## DISCLAIMER

The information contained in this Request for Proposal document “**RFP**” or subsequently provided to Bidders, whether verbally or in documentary or any other form by or on behalf of UPNEDA or any of their employees or advisers, is provided to Bidders on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by UPNEDA to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their proposals pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by UPNEDA in relation to the providing consultancy services. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for UPNEDA, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements, and information contained in this RFP, may not be complete, accurate, adequate, or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Bidders is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative Statement of law. UPNEDA accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

UPNEDA, its employees and advisers make no representation or warranty and shall have no liability to any person including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, Statement or information contained therein or deemed to form part of this RFP or arising in any way in this Selection Process.

UPNEDA also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Bidder upon the Statements contained in this RFP. UPNEDA may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP.

The issue of this RFP does not imply that UPNEDA is bound to select a Bidder or to appoint the Selected Bidder, as the case may be, for providing consultancy services and UPNEDA reserves the right to reject all or any of the offers / proposals without assigning any reasons whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its offer including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by UPNEDA or any other costs incurred in connection with or relating to its Offer. All such costs and expenses will remain with the Bidder and UPNEDA shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation for submission of the Offer, regardless of the conduct or outcome of the Selection Process.

### 1.List of Annexure

(The following information/documents are to be annexed and flagged by the Bidders along with the BID)

S.No	Annexure No	Particulars	Yes/No Flag No
1	Annexure-I	Cost of RFP Document Rs 29500/ (inclusive of 18% GST)(Scanned copy of Demand Draft or Details of UTR if transferred Thru RTGS to UPNEDA account.	
2	Annexure-II	Bid Security /EMD -Rs 12,00000 (Twelve lakh and twenty thousand rupees)as Bank Guarantee	
3	Annexure -III	Certificate of Incorporation or LLP Act registration Certificate or Trust Society registration Certificate	
4	Annexure-IV	Experience in establishment of at least two (2) long term (minimum 2 years) Project Management Unit /providing Project Management Consultancy services involving program management support with minimum three member team on retainership basis to Central/ State Government Agencies/ Utilities/ Regulatory Commissions, in Renewable energy or Energy sector. or Energy efficiency over the past five years. In case of ongoing assignment PMU should have been in operation for minimum six months – <b>(Documentary proof LOA/Copy of Work order/Contract Agreement / Work completion certificate/contract Closure certificate/Certificate of providing satisfactory services .In case of ongoing assignment copy of contract agreement , LOA and letter from the concerned Organization certifying that assignment is ongoing with satisfactory services being provided . In case of non-availability of work completion certificate, the final payment receipt with the copy of invoice raised shall be submitted)</b>	
5	Annexure-V	Overall minimum average annual	

		turnover/Networth of Rs 25 Crores from professional/consultancy/advisory services in the last three financial years 2019-2020, 2020-2021 and 2021-2022. <b>(A summarized sheet of turnover/Networth of last three years with average annual turnover/Networth for the years specified certified by registered CA on his letter head and copy of audited balance sheets of three years.)</b>	
6	Annexure-VI	Technical format T1-to T11 with supporting documents	
7	Annexure VII	GST Registration certificate	

\* Please flag the annexure and write flag number in the box.

Note:- RFP received without supporting documents for the various requirements mentioned in the RFP document may be rejected.

(Signature of Bidder)  
With Seal

## 2. Particulars of RFP

1.	e-tender no.	UPNEDA /1/PMU/2022 dated 1/4/2023
2.	Particulars of the work	Selection of consultancy firms for establishment of Project Management Unit (PMU) on retainer-ship basis for providing support to U.P New and Renewable Energy Development Agency (UPNEDA) in implementation of various Renewable Energy Policies & Programmes.
3.	Period of work	24 months +1+1
4.	Last date and time of uploading of e-RFP on NIC website	26.4.2023 upto 6.55 PM
5.	Period of validity of rates for acceptance	180 days from the last date of submission of response to RfP
6.	Pre-Bid Meeting	18.4.2023 at 12.30 PM
7.	Date and Time of opening of e-tender (Technical bid.)	27.4.2023 at 12.30 PM
8.	Date and Time of opening of e-tender (Financial bid.)	To be informed later on
9.	Place of opening of e-tender	UPNEDA, Head Office, Vibhuti Khand, Gomti Nagar, Lucknow Uttar Pradesh.

1. Bidders are advised to study the RFP Document carefully. Submission of e-tender against this RFP document shall be deemed to have been done after careful study and examination of the procedures, terms and conditions of the RFP Document with full understanding of its implications.
2. The e-tender prepared in accordance with the procedures enumerated in ITB Clause 15 of Section-I should be submitted through e-Procurement website <http://etender.up.nic.in>.
3. The e-tenders will be electronically opened in the presence of bidder's representatives, who choose to attend at the venue, date and time mentioned in the above table. An authority letter of bidder's representative will be required to be produced.
4. In the event of date specified for e-tenders opening being declared a holiday for UPNEDA's office then the due date for opening of e-tenders shall be the following working day at the appointed time and place.
5. All the required documents including Price Schedule/BOQ should be uploaded by the e-tenderer electronically in the PDF/XLS format. The required electronic documents for each document label of Technical (Fee details, Qualification details, e-tender Form and Technical Specification details) schedules/packets can be clubbed together to make single different files for each label. All the enclosures should be scanned and uploaded with bid.
6. The companies/firms who are registered at e-Procurement portal for e-tendering with U.P. Electronics Corporation Ltd. (UPLC), 10, Ashok Marg, Lucknow (UP) would only be eligible for participating in this e-RFP. All companies/firms who have not registered themselves with UPLC for e-tendering till date can get their registration done. The companies/firms may contact the UPLC officials on phone numbers 0522-2286809, 0522-2288750 (O) 0522-4130303 (Extn: 303, 304 & 307), for their Registration/Digital Signature Certificate related queries.

(Signature of Bidder)  
With Seal

## **Section -2 INTRODUCTION**

### **1 Background**

Uttar Pradesh New and Renewable Energy Development Agency (UPNEDA) was established in 1983 as Non- Conventional Energy Development Agency (NEDA) as an autonomous institution under the Government of Uttar Pradesh department of Additional Sources of Energy. The mandate of the agency covers entire gamut of Policy formulation, planning, implementation, creating awareness and publicising use of New and Renewable Energy resources-based applications such as offgrid and Grid connected Solar Systems and Compressed Biogas Plants etc.

Government of U. P has recently declared Uttar Pradesh Solar Energy Policy 2022 and Uttar Pradesh Bio Energy Policy -2022 and is also in the process of declaring other New and Renewable Energy Based Policies for the State Government of UP recently organized Global Investor Summit -2023. Investment intents in the field of Renewable Energy worth -Rs 631482.46 lakh crore have been received for which the government has signed 366 MOU with the investors.

### **2. Request for Proposal Process**

UPNEDA invites Request for Proposal (**RFP**) for Selection of Consultancy Firms for establishment of Project Management Unit to assist U.P New and Renewable Energy Development Agency (UPNEDA), on retainer-ship basis for formulation of New and Renewable Energy Policies, implementation of various programmes/schemes, provide support on Policy advisory, Regulatory, Technical, Programme management, capacity building, Project monitoring and executing the intents for investments. The Terms of Reference (the “TOR”) with the scope of the PMU Services specified for this assignment are available at Annexure -1

#### **2.1 Due diligence by Bidders**

- (a) Bidders are encouraged to inform themselves fully about the assignment and the details of New and Renewable Energy Policies like Uttar Pradesh Solar Energy Policy -2022, U.P Bio Energy Policy etc. Bidders should inform themselves of all Enactments, Rules and Regulations relevant to Renewable Energy sector and to have awareness about latest developments in this sector.

#### **2.2 Procurement of RFP document**

RFP document may be downloaded from the e-procurement website <http://etender.up.nic.in> and UP Electronics Corporation’s website [www.uplc.in](http://www.uplc.in). Cost of RFP document is: INR 25,000/+18%GST=INR

29500/- (Rs. Twenty nine thousand and five hundred only ) inclusive of GST. RfP document/Tender fee including GST is to be submitted either through NEFT/ RTGS transfer in the account of UPNEDA, or in the form of DD/ Pay Order drawn in favour of “Director, UPNEDA”, payable at Lucknow. In case the Bidder chooses to submit the amounts pertaining to Cost of RfP document through NEFT/RTGS (electronic transfer), the Bidder shall submit the transaction receipt instead of the corresponding DDs, as part of the offline bid submission. The bids submitted without cost of the RfP document may be liable for rejection by UPNEDA. **In the event of any dates indicated is a declared Holiday, the next working day shall become operative for the respective purpose mentioned herein.** The bank details of UPNEDA have been mentioned below.

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

### 2.3. Validity of the offer

The offer shall be valid for a period of not less than 180 days from the last date of submission of response to RfP

### 2.4 Brief description of the Selection Process

A two stage selection process will be adopted in evaluating the Offers. UPNEDA will adopt a QCBS (Quality Cum Cost Based Selection) for evaluating technical and financial bids.

### 2.5 Currency conversion rate and payment

All payments to the Consultant shall be made in INR in accordance with the provisions of this RFP.

### 2.6 Communications

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

Director,  
Uttar Pradesh New & Renewable Energy Development Agency,  
Vibhuti Khand, Gomti Nagar, Lucknow  
Phone: 0522-2720652  
Fax: 0522-2720779  
Email: compneda@rediffmail.com  
Website: www.upneda.org.in

## **Section -3 INSTRUCTION TO BIDDER**

### **3.1 .General Instructions**

The Bidder is expected to examine all instructions, forms, terms as mentioned in the RFP document. Failure to furnish all information required in the RFP documents or submission of a bid not substantially responsive to the Bid Document in every respect will be at the Bidder's risk and is likely to result in outright rejection of the e-tender.

Detailed description of the objectives, scope of services, deliverables and other requirements relating to this Consultancy are specified in this RFP. The manner in which the Offer is required to be submitted, evaluated, and accepted is explained in this RFP.

Bidders are advised that the selection of consultant shall be on the basis of an evaluation done by the UPNEDA, through the Selection Process/ evaluation as specified in this RFP document. Bidder shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that the UPNEDA's decisions are without any right of appeal whatsoever.

The contract shall be a lump sum contract and payment to consultant will be made on monthly Retainer ship basis. The payment will be made on submission of the Monthly Progress Report at the end of every month.

The Bidder shall submit its Offer in the form and manner specified in this RFP. The Technical Offer shall be submitted/uploaded in the form as annexures and the Financial Offer shall be submitted/uploaded in the form as Part B. Upon selection, the bidder shall be required to enter into an agreement with the UPNEDA.

### **3.2 Pre Bid meeting Clarifications, Enquiries and amendments**

3.2.1 (a) The Bidder(s) or their authorized representative(s) is / are invited to attend Pre-Bid meeting.

UPNEDA will make all efforts to respond to the queries during the Pre-Bid Meeting to be held on 18/4/2023 at 12.30 PM at UPNEDA Office, Lucknow.

The purpose of the pre-bid meeting will be to clarify any issues regarding the RfP, including in particular, issues raised in writing by the Bidders.

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](http://www.upneda.org.in). All are requested to remain updated with the website. No separate reply/ intimation will be given elsewhere.

However, it may please be noted carefully that the Pre-Bid meeting will be held only with the authorized representatives of the bidders. Only two representatives from each Bidding Company shall be allowed for Pre Bid discussions.

Enquiries may be sought by the Bidder from:

Director,  
Uttar Pradesh New & Renewable Energy Development Agency,  
Vibhuti Khand, Gomti Nagar, Lucknow  
Phone: 9415609094,  
Tele Fax: 0522-2720779, 0522-2720829  
Email: [compneda@rediffmail.com](mailto:compneda@rediffmail.com), ho\_nks@rediffmail.com,  
Website: [www.upneda.org.in](http://www.upneda.org.in)

3.2.2 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 Section-6.3, at its sole discretion. UPNEDA's decision in this regard shall be final and binding on the Bidders.

### 3.3 Essential Eligibility Criteria

- 1) The Bidder should be a single bidding company or Firm registered under the Companies Act, 1956 or Companies Act 2013 or Limited Liability Partnership (LLP) act or Trust & Society Act. Joint Venture/ Consortium of companies or individuals in any form are not allowed for bidding. Copy of certificate of incorporation to be enclosed.
- 2) The Bidder shall have minimum average annual Turnover/Networth from professional/consultancy/advisory services of not less than Rs 25 crore in the last three financial years 2019-2020, 2020-2021 and 2021-2022. The documentary evidence in the form of an audited balance sheets and **summarized** sheet of turnover of last three years with average Turnover/Networth for the years mentioned above certified by registered CA should be compulsorily attached with Technical Format -**T-7. Bids to be mandatorily enclosed with copy of CA certificate and audited balance sheets copy. Either of missing the bid will be rejected .**
- 3) The Bidder including its affiliates/associates/subsidiary companies is not blacklisted/debarred/suspended by any Central/ State Government/semi Government departments /Agencies/Authorities /corporations/Utilities/ PSU/ subsidiary of PSU in India/Regulatory commissions, from participating in any bid/ tender as on the date of submission of the

bid.(Affidavit in T-2 Format )

- 4) The bidder shall have at least 50 consultants in its Power/RE Domain on its role as on the date of bidding. The bidder shall submit a self-certified statement on affidavit.(Affidavit in T-3 Format ).
- 5) The bidder shall have experience in establishment of at least two (2) long term (minimum 2years) Project Management Unit /providing Project Management Consultancy services involving program management support with minimum three member team on retainership basis to Central/ State Government departments/Agencies/corporations/ Utilities/ Regulatory Commissions/PSU, in Renewable energy or Energy sector or Energy efficiency over the past five years. In case of ongoing assignment PMU should have been in operation for minimum six months –(Documentary proof to be enclosed Documentary proof LOA/Copy of Work order/Contract Agreement / Work completion certificate/contract Closure certificate/Certificate of providing satisfactory services .In case of ongoing assignment copy of contract agreement , LOA and letter from the concerned Organization certifying that assignment is ongoing with satisfactory services being provided . In case of non-availability of work completion certificate, the final payment receipt with the copy of invoice raised shall be submitted).
- 6) Copy of GST registration certificate.  
(Documentary evidence for the above should be compulsorily enclosed. Bids not having the supporting documents for the above will be rejected)

### 3.4 Conflict of Interest

A Bidder shall not have a conflict of interest that may affect the Selection Process or the Consultancy services. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the UPNEDA shall forfeit and appropriate the Bid Security as mutually agreed genuine pre-estimated compensation and damages payable to the UPNEDA for, inter alia, the time, cost, and effort of the UPNEDA including consideration of such Bidder's Offer, without prejudice to any other right or remedy that may be available to the UPNEDA hereunder or otherwise.

UPNEDA requires that the Consultant provides professional, objective, and impartial advice and at all times hold UPNEDA's interest's paramount, avoids conflicts with other assignments or its own corporate interests, and acts without any consideration for future work. The Consultant shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other employers, or that may place it in a position of not being able to carry out the assignment in the best interests of UPNEDA.

Some guiding principles for identifying and addressing Conflicts of Interest have been illustrated in below:

- i. A constituent of any Bidder is also a constituent of another Bidder; or
- ii. Such Bidder receives or has received any direct or indirect subsidy from any other Bidder; or
- iii. Such Bidder has a relationship with another Bidder, directly or through common third parties, that puts them in a position to have access to each other's information about, or to influence the Application of either or each of the other Bidder; or
- iv. If there is a conflict among this and other consulting assignments of the Consultant (including its personnel and sub-Consultant) and any subsidiaries or entities controlled by such Consultant or having common controlling shareholders, the duties of the Consultant depend on the circumstances of each case. While providing Consultancy services to the UPNEDA for this particular assignment, the Consultant shall not take up any assignment that by its nature will result in conflict with the present assignment; or
- v. A firm which has been engaged by UPNEDA to provide goods or works for a project and its Associates, will be disqualified from providing consulting services for the same project; conversely, a firm hired to provide consulting services for the preparation of implementation of a project, and its Members or Associates, will be disqualified from subsequently providing goods or works or services related to the same project; or
- vi. The Bidder, its Member or Associate (or any constituent thereof) and the Concessionaire, its contractor(s), or sub-contractor(s) (or any constituent thereof) have common controlling shareholders or other ownership interest.
- vii. A Bidder eventually appointed to provide Consultancy services for this Project, as well as any of its Associates, shall be disqualified from subsequently providing goods or works or services related to the construction and execution of the same Project and any breach of this obligation shall be construed as Conflict of Interest.

### **3.5 Number of Offers**

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

### **3.6 Cost of Offer**

The Bidders shall be responsible for all of the costs associated with the preparation of their Offers and their participation in the Selection Process. UPNEDA will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Selection Process.

### **3.7 Acknowledgement by Bidder**

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

- a) Made a complete and careful examination of the RFP.
- b) Received all relevant information requested from the UPNEDA.
- c) Acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the UPNEDA or relating to any of the RFP matters.
- d) Satisfied itself about all matters, things, and information herein above, necessary and required for submitting an informed Application and performance of all of its obligations there under.
- e) Acknowledged that it does not have a Conflict of Interest; and
- f) Agreed to be bound by the undertaking provided by it under and in terms hereof.

UPNEDA shall not be liable for any omission, mistake, or error on the part of the Bidder in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP or the Selection Process, including any error or mistake therein or in any information or data given by the UPNEDA.

### **3.8 Right to reject any or all Offers**

Notwithstanding anything contained in this RFP, the UPNEDA reserves the right to accept or reject any Offer and to annul Process and reject all Offers, at any time of the Selection without any liability or any obligation for such acceptance, rejection, or annulment, and without assigning any reasons thereof.

**UPNEDA reserves the right to reject any Offer if.**

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

Such misrepresentation/ improper response may lead to the disqualification of the Bidder. If such disqualification/ rejection occurs after the Offers have been opened and the highest-ranking Bidder gets disqualified/ rejected, then UPNEDA reserves the right to consider the next best Bidder or take any other

measure as may be deemed fit in the sole discretion of the UPNEDA, including annulment of the Selection Process.

### **3.9 Contents of the RFP**

This RFP comprises the Disclaimer set forth hereinabove, the contents as listed below and will additionally include any Addendum / Amendment issued in accordance with clause Amendment of RFP3.10 of this RFP.

### **3.10 Amendment of RFP**

- (i) UPNEDA may, for any reason, whether at his own initiative or in response to a clarification requested by a particular Bidder, modify the RFP documents.
- (ii) The amendment will be notified on UPNEDA website and e-procurement website before the submission of the Bid, and it will be binding on all the Bidders. Bidders are advised to regularly visit both the websites.
- (iii) In order to afford the Bidders a reasonable time for taking an amendment into account, or for any other reason, the UPNEDA may, in its sole discretion, extend the RFP Offer Due Date.

### **3.11 Bid Security (Earnest Money)**

- i) The bidder shall furnish, as part of its bid, bid security of Rs. 12,00,000 (Twelve lakh rupees only) in the form Bank Guarantee in favor of UPNEDA in the format specified at **T-11**
- ii) Bank Guarantee for EMD should be issued from any of the Scheduled Commercial Banks as listed on the website of Reserve Bank of India (RBI) and amended as on the date of issuance of bank guarantee. The bank guarantee shall be valid for a period of 6 (Six) months from the date of opening of technical bid.
- iii) Any bid not secured with the tender fee and earnest money will be rejected by the UPNEDA as non-responsive.
- iv) No Interest shall be payable on the amount of earnest money.
- v) The bid security will be released after the e-tenders have been decided, to those Bidders who fail to get the contract within thirty days.
- vi) Bid security of successful bidder shall only be released after signing of agreement and submission of 10 % Performance Guarantee.
- vii) The e-tender security (earnest money) may be forfeited if a bidder withdraws its e-tender during the period of e-tender validity specified by the Bidder in the e-tender.

### 3.12 Confidentiality

Information relating to the examination, clarification, evaluation, and recommendation for the selection of Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional adviser advising UPNEDA in relation to or matters arising out of or concerning the Selection Process. UPNEDA will treat all information, submitted as part of the Offer, in confidence and will require all those who have access to such material to treat the same in confidence. UPNEDA may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/or UPNEDA.

### 3.13 Fraud and Corrupt Practices

The Bidders and their respective officers, employees, agents, and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, UPNEDA shall reject an Offer without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice, or restrictive practice (collectively the “**Prohibited Practices**”) in the Selection Process. In such an event, the UPNEDA shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to UPNEDA for, inter alia, time, cost, and effort of UPNEDA, in regard to the RFP, including consideration and evaluation of such Bidder’s Offer.

If a Bidder or Consultant, as the case may be, is found by UPNEDA to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOI or the execution of the Agreement, such Bidder or Consultant shall not be eligible to participate in any tender or RFP issued by UPNEDA during a period of 2 (two) years from the date such Bidding, as the case may be.

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

- (i) “**corrupt practice**” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for

avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly, or indirectly, any official of the UPNEDA who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOI or has dealt with matters concerning the Agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of UPNEDA, shall be deemed to constitute influencing the actions of a person connected with the Selection Process; or (ii) engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOI or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOI or the Agreement, who at any time has been or is a legal, financial or technical consultant / adviser of UPNEDA in relation to any matter concerning the Project;

- (ii) **“fraudulent practice”** means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process.
- (iii) **“Coercive practice”** means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the Selection Process.
- (iv) **“undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by the UPNEDA with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- (v) **“Restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.

### **3.14 Miscellaneous**

- a) A formal contract agreement shall be entered into between UPNEDA and the successful Bidder for the proper fulfilment of the contract. The expenses of completing and stamping of the agreement shall be paid by the successful Bidder.
- b) The Selection Process shall be governed by, and construed in accordance with, the laws of India and the Lucknow Bench of Allahabad High Court at Lucknow shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.
- c) UPNEDA, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:

- i. Suspend and/or cancel the Selection Process and/or amend and/or supplement the Selection Process or modify the dates or other terms and conditions relating thereto; consult with any Bidder in order to receive clarification or further information.
  - ii. Retain any information and/or evidence submitted to UPNEDA by, on behalf of and/or in relation to any Bidder; and/or
  - iii. Independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Bidder.
- d) It shall be deemed that by submitting the Offer, the Bidder agrees and releases UPNEDA, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or future.

## **Section 4. Terms of contract**

### **4.1 Payment Terms**

The PMU is required to quote a fixed monthly retainer fee in the Financial Proposal for providing the PMU Services. The Consultant is required to quote lump sum monthly rate for all resources collectively, which shall be applicable for the two year (duration of the contract). Completion of Contractual formalities by the firm would be an essential requirement for claiming any payment. The firm shall be entitled to get monthly payment (at the end of each month).

The Consultant must ensure that only the proposed resources, as mentioned in the proposal for the respective positions, shall be deputed full time at Lucknow for the entire duration of the project. The replacement of resources shall be allowed only in unavoidable circumstance (such as resignation/ untimely death/ etc. of proposed resource from the Consultants Organization) which must be communicated beforehand and approved by UPNEDA. In such case, the newly proposed resource must have same or higher qualification and credentials, as provided in the consultants Proposal.

### **4.2 Performance Guarantee:**

A Performance guarantee in the form of Bank guarantee from any of the Scheduled Commercial Banks as listed on the website of Reserve Bank of India (RBI) and amended as on the date of issuance of Bank Guarantee for an amount equivalent to 10% of Contract value is to be submitted by successful bidder prior to the execution of contract agreement. The bank guarantee shall be valid for period of the 24 months (duration of contract) from the date of execution of agreement plus 6 months claim period thereafter. The Bank Guarantee shall be in favor of "Director, UPNEDA".

### **4.3 Short Closing of Contract:**

UPNEDA reserves the right to short close/terminate the contract without assigning any reason thereof or after Annual Review and the services provided by PMU are not found satisfactory . In the event of short closing/termination of contract minimum one months' notice will be given by UPNEDA , payments due to the firm (Consultant) shall be limited to the extent of services completed by them up to the date of termination.

#### **4.4 Liquidated Damages (LD):**

In case of delay at any stage in execution of contract, due to reasons solely attributable to consultant beyond the time schedule as agreed or any extension granted thereof by UPNEDA, LD @ 0.50% (half per cent) per week (seven days or part thereof) of the payments due for that stage subject to maximum of 10% (ten per cent) of the total value of payment due for that stage shall be imposed. Provided, however, LD will not be levied in Force Majeure event.

#### **4.5 Intellectual Property Rights:**

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

#### **4.6 Settlement of Disputes:**

If any question, dispute or difference what so ever shall arises between “UPNEDA” and the contractor/ Bidder, in the connection with the Agreement except as to matters, the decisions for which have been specifically provided, either party may forthwith give to the other notice in writing of existence of such question, dispute or difference and the same shall be referred to the sole arbitration of the Additional Chief Secretary/Principal Secretary, Department of Additional Sources Of Energy, Government of Uttar Pradesh or a person nominated by him not below the rank of Secretary. This reference shall be governed by the Arbitration and Conciliation Act, 1996, and the rules made there under. The award in such arbitration shall be final and binding on both the parties. Work under the Agreement shall be continuing during the arbitration proceedings unless the “UPNEDA” or the arbitrator directs otherwise

## 5. Preparation and Submission of Bid/ Proposal

### 5.1 Language and currency

The Proposal and all related correspondence and documents in relation to the Bidding Process shall be in English language. The currency for the purpose of the Proposal shall be Indian Rupee only.

### 5.2 Format and signing of Offer

- a) The Bid should be submitted online as stipulated in the RFP document.
- b) Any condition or any other stipulation contained in the Bid shall render the Bid liable to rejection as a non-responsive Bid. The complete Bid shall be without alterations, interlineations, or erasures, except those to accord with instructions issued by the UPNEDA, or as necessary to correct errors made by the Bidder, in which case such corrections shall be initialled by the person or persons signing the Bid.
- c) The hard copy of Bid (except Financial Bid) along with enclosures and related documents as per following must reach at UPNEDA Head Office, Vibhuti Khand, Gomti Nagar, Lucknow before opening date and time of online Technical Bid without which the online Bid of concern Bidder will not be opened.
- d) The e-tender prepared by the Bidder for submitting online shall comprise the following components**
  - i) Tender Fee in the form DD/ Pay Order as mentioned in Section 2 clause -2.2 or if transferred through RTGS, UTR no. and details to be submitted.
  - ii) Earnest Money Deposit Bank Guarantee as mentioned in Section 3 Clause 3.11 of RfP-(as per Format T-11).
  - iii) Certificate of Incorporation or LLP Act registration Certificate or Trust Society registration certificates per clause 3.3.
  - iv) Technical Offer as per prescribed format T1 to T10
  - v) All supporting documents regarding meeting the technical and financial eligibility criteria as per the Essential Eligibility Criteria in Section III Instruction to Bidder clause 3.3.
  - vi) Blank copy of the in e-tender document signed on each page, as a confirmation by the Bidder to accept all terms and conditions along with all necessary enclosures.
  - vii) Financial Offer in prescribed Financial Bid Format at Schedule B.

### 5.3 Technical Offer (T1 to T-10)

Bidders shall submit the technical Offer in the formats specified at T1 to T10 constituting the “Technical Offer”. The Technical Offer shall not include any financial information relating to the financial offer.

**a) The key personnel specifically team leader who is deployed for this consultancy assignment shall only be replaced under unavoidable circumstances with prior information to UPNEDA**

Curricula Vitae of the individual staff members to be assigned to the work and of the senior officer (Team leader) in the firm’s home office who would be responsible for supervision of the team along with necessary satisfactory working experience certificate for each team member proposed to be deputed to be mandatorily attached. The curricula vitae should follow the attached Format -T-7. If any member of the team (except team leader) is being changed under any circumstances, the CV of that particular member should be submitted to UPNEDA.

UPNEDA reserves the right to verify all Statements, information, and documents, submitted by the Bidder in response to the RFP. Failure of the UPNEDA to undertake such verification shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the UPNEDA there under.

In case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of subsistence thereof, that one or more of the eligibility conditions have not been met by the Bidder or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Consultant either by issue of the LOI or entering into of the Agreement, and if the Bidder has already been issued the LOI or has entered into the Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the UPNEDA without the UPNEDA being liable in any manner whatsoever to the Bidder or Consultant, as the case may be.

In such an event, the UPNEDA shall forfeit and appropriate the Bid Security as mutually agreed pre-estimated compensation and damages payable to the UPNEDA for, inter alia, time, cost, and effort of the UPNEDA, without prejudice to any other right or remedy that may be available to the UPNEDA.

#### **5.4 Financial Offer**

Bidders shall submit the Financial Offer in the financial bid format specified at **Format T-11**

In the event of any difference between figures and words, the amount indicated in words shall be considered. In the event of a difference between the arithmetic total and the total shown in the Financial Offer, the lower of the two shall be considered.

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

- a) All the costs associated with the assignment shall be included in the Financial Offer. These shall normally cover remuneration for all the Personnel (Expatriate and Resident, in the field, office etc.), accommodation, air fare, equipment, printing of documents, etc. The total amount indicated in the Financial Offer shall be without any condition attached or subject to any assumption and shall be final and binding. In case any assumption or condition is indicated in the Financial Offer, it shall be considered non-responsive and liable to be rejected.
- b) The Financial Offer shall take into account all expenses and tax liabilities except the GST. For the avoidance of doubt, it is clarified that all taxes excluding GST shall be deemed to be included in the costs shown under different items of the Financial Offer. Further, all payments shall be subject to deduction of taxes at source as per applicable laws.
- c) All quoted costs shall be expressed in INR.

#### **5.5 Uploading of e-tender**

- a) The bid shall be uploaded online as per guide lines of U.P Electronics Corporation Ltd. (UPLC), 10, Ashok Marg, Lucknow (UP).
- b) First part (PART-A) should contain technical details brochure literature etc. All parts of RFP documents as mention in **5.2 d** except financial bid should be uploaded as per e-procurement mode in due date and time. Scanned copy of Requisite earnest money in the form of Bank Guarantee should be enclosed.
- c) The Bidder should submit price bid in Second part. Second part Price bid Format - (PART-B) should contain financial bid only should be uploaded as per e-procurement mode in due date and time. (Not to be submitted as hard copy)

d) Anything in regard of financial condition, payment terms, rebate etc. mentioned in financial bid may make the bid invalid. Therefore, it is in the interest of the Bidder not to write anything extra in Second part (PART-B) except price.

### **5.6 Late Offers**

Offers received by UPNEDA after the specified date and time on Offer Due Date shall not be eligible for consideration and shall be summarily rejected. Bids must be uploaded by the tenderer in the date; time and address specified in the e-RFP notice/ tender documents.

**5.7**In case the Bidder submits the online documents on e-Procurement website <http://etender.up.nic.in> within the bid submission deadlines and fails to submit the offline documents in the office of UPNEDA within the bid submission deadlines, the online bid of the Bidder shall not be opened. Similarly, bids submitted offline but without any online submission on e-Procurement website <http://etender.up.nic.in> shall not be opened and the EMD shall be returned to the respective bidder.

## **E-Tender opening and Evaluation Criteria**

### **5.7 E-Tender Opening**

First part (PART-A) uploaded having e-tender specification no. and super scribed as “Technical Offer” shall be opened at the time and date mentioned in the e-tender notice by UPNEDA’s representatives in the presence of Bidders, who choose to be present.

Second part (PART-B) containing “Financial Offer” shall be opened (after clarifications and establishing technical suitability of the offer) as per schedule. Second part of only those Bidders shall be opened whose first part (PART-A) shall be found commercially clear and technically suitable obtaining minimum 70 marks.

### **5.8 Clarifications on submitted bids**

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

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

### **5.9 Evaluation**

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

#### **5.9.1 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 ( $S_t$ ).
- b) The bidder is required to make a presentation on the Brief company profile, major clients and projects etc. and experience of rendering services as consultant. Understanding of assignment along with methodology indicating broad scope of work, plan, and roadmap of said work. Proposed key personnel along with team leader and manpower commitment it proposes to follow during the consultancy period. The details of venue and time would be indicated by UPNEDA.

- c) The rectifiable discrepancies in the Technical Bid, if any would have to be corrected by the Bidder within a period of seven (7) days of the intimation given to them failing which Financial Bid would not be opened even if the Bidder has passed the technical evaluation.
- 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:

Sr. No.	Criteria	Maximum Marks	Total Marks
<b>Relevant Experience of Consulting Firm</b>			<b>60</b>
1	Experience of Project Management Consultancy, Retainership Services, successful execution or executing (ongoing project for more than 6 months ) projects for providing PMU/ establishing PMU having minimum tenure of 2 years in Energy sector or Renewable Energy over the past 7 years  <b>1.5mark for each assignment up to a maximum of 15 marks</b>	15	15
2	Experience of working with power sector utilities / Renewable Energy nodal agencies / Renewable Energy Departments of Indian States / Union Territories in the field of renewable energy in last 7 years  <b>2mark for each unique state up to a maximum of 10 marks</b>	10	10
3	Experience of providing support as consultants or consultancy in implementation of Solar Energy related Programme/ Policy or have done consultancy work of 50 MW each or above capacity of Solar Power Project in last seven years.  <b>1 mark for each assignment up to a maximum of 5marks</b>	5	5
4	Experience of preparation of Detailed project Report (DPR)/Feasibility report/Review of Renewable Energy projects /Solar Cities/Solar Parks  <b>2mark for each assignment up to a maximum of 10 marks</b>	10	10
5	Experience of supporting in Bid Management Process for the procurement of renewable energy or implementation of Renewable Energy projects /Programmes  <b>1 mark for each assignment up to a maximum of 5 marks</b>	5	5
6	Experience of regulatory/Bid advisory projects in any government owned generation/transmission/distribution/renewable energy companies/nodal agencies/institutions in India or with UPNEDA/UPPCL in last 7 years  <b>1.5 marks for each assignment upto max 15 marks</b>	15	15
<b>Qualification and Experience of Team of Professionals</b>			<b>30</b>
6	<b>Team Leader(1no)</b> Minimum 8 years of professional experience of providing consultancy in the field Renewable Energy Sector = 0 marks. <b>1 mark for each additional year of experience subject to maximum 4 marks</b>	4	8
	Experience in managing projects on retainership basis of the nature of support in Policy/ RE programme/PMU in power sector/ bid process management related tasks <b>in Energy/Renewable Energy (2 mark for each assignment maximum 4 marks)</b>	4	

Sr. No.	Criteria	Maximum Marks	Total Marks
7	<b>Policy and Regulatory Support Specialist (1no)</b>		8.5
	Minimum 3 years of experience in policy and regulatory matters in power sector/Renewable Energy = 0 marks. <b>1.5 mark for each additional year of experience subject to maximum 4.5marks</b>	4.5	
	Experience of working on project on tasks of the nature of support in regulatory/ policy/ RE related tasks. <b>(1 engagements = 2 mark, maximum 4 marks)</b>	4	
8	<b>Program Management Specialist(2no)</b>		4
	Experience of working on engagements related to PMU on Renewable Energy /Power sector /implementation of programmes related to Solar Energy/Bio Energy or any renewable energy Program <b>(1mark for each engagement maximum 4 Marks for each Program management specialist)</b>	4	
9	<b>RE Technical Support Specialist(4no)</b>		9.5
	Minimum 3 years of experience in renewable energy sector = 0 marks. <b>1.5 mark for each additional year of experience subject to maximum 4.5marks</b>	4.5	
	Experience of working on DPR related to Solar Project /Park /Solar city (DPR preparation/ DPR evaluation) <b>(1marks per engagement /DPR maximum 5 marks)</b>	5	
10	Team Interviews, Presentation on Technical Proposal, Approach and Methodology	10	10
<b>Total Score</b>			<b>100</b>

All Bidders who qualify the minimum eligibility criteria shall be required to make presentations up to 20 minutes, before opening of Financial Proposals, to demonstrate their credentials based on eligibility criteria as per Clause 3.3 of RFP along with the following and to submit three (3) hard copies during the presentation. **Presentation will be made by personnel proposed to be placed as Team Leader in the PMU. Also the personnel proposed as Team leader, as far as possible shall be accompanied with the other personnel whose CV is attached by the bidder proposed to be placed in PMU. The time and venue for the presentation shall be intimated to the Bidder.**

- (1) Brief company profile, local presence, associates, major clients and projects etc.
- (2) Experience of rendering services as consultant.
- (3) Understanding of assignment along with methodology indicating broad scope of work, plan and roadmap of said work.
- (4) Proposed key personnel along with team leader and manpower commitment

### 5.9.2 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 80% while the financial proposals will be allotted weightage (P) of 20%.**
- 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 TOR within the total quoted price shall be that of the Consultant.
- e) Each Financial bid will be assigned a financial score ( $S_f$ ).
- f) For financial evaluation, the total cost of Services quoted in the financial bid, will be considered.
- g) 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

### **5.9.3 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 80% while the financial proposals will be allotted weightage (P) of 20%.
- b) 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.
- c) 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.

## Detailed Terms of Reference for Consultant

### 1. Objectives of Assignment.

UPNEDA intends to appoint Project Management Consultant firm on a retainership basis to assist in formulation of New & Renewable Energy Policies, developing strategy/ roadmap for implementation of declared Renewable Energy Policies in the State of Uttar Pradesh. The PMU is required to support UPNEDA in execution and implementation of activities on a continuous basis under various Central & State Government programmes/schemes, data collection and Monitoring Renewable Energy programmes being implemented by UPNEDA. The PMU will be required to assist in Project Formulation, technical and financial appraisals of Projects and capacity building.

The advisory support shall be in following key areas:

- A. Advisory support in policy matters,
- B. Advisory support in Regulatory matters,
- C. Technical Support,
- D. Program Management Support,
- E. Capacity Building Support, and
- F. Project Monitoring Support.

### 2. Scope of Services

The Scope of services shall include:

#### **A) Support in Policy Matters:**

- i) Formulation, implementation of all policies dealing with New & Renewable Energy and related matters.
- ii) Input for any kind of new developments in the RE and related sectors
- iii) Support in understanding and implementing any scheme/programme of Govt of India/State Government

#### **B) Support in Regulatory and Legal matters:**

- i) Review and support in understanding all relevant orders/ regulations of CERC, UPERC and any State Regulator etc and preparing responses/comments if required on draft Regulations/Rules issued by Government of India, central and any State Regulators.

ii) Assistance in preparing fresh petitions for approval of Bid documents or regarding any other related matter and preparing counter/ rejoinders to petitions filed with CERC/UPERC /APTEL or any other Court or Tribunal where UPNEDA is a party to the matter.

iii) Assistance in capturing learnings from regulatory developments in other Indian states.

**C. Technical Support:**

i) Carrying out appraisal and evaluation survey for feasibility of Renewable Energy Project at site .

ii) Evaluation of DPR and verification of project potential submitted by the Investors/Project Proponents.

iii) Preparing briefings and technical, Financial and administrative evaluation of all RE projects being implemented under various Policies/Schemes/Programmes by UPNEDA .

iv) Supporting in monitoring and evaluation of project progress being implements under various RE policies and schemes/programmes.

v) Assistance in identification of new technologies related to RE and providing support in design, formulation and implementation of pilot projects/ demonstration projects.

**D. Program Management Support:**

i) Assistance in preparation of draft bidding documents (RFP, RFQ, etc.) and draft contractual documents for New and Renewable Energy Projects to be implemented under various policies/schemes/Programmes of Central/State Government Ministries/departments.

ii) Bid process management services for all the bids invited by UPNEDA in related Sector including assistance for techno commercial and financial evaluation of bids and reviewing the drawings /designs /specifications submitted by the bidders/Project proponents for self-own implementation of RE projects and certify the same are as per technical specifications prescribed in tender/Project document.

iii) Monitoring of Implementation of all Projects.

iv) Support in preparation of IT based solutions for development of single window system for clearance/approval and monitoring of New and RE Projects.

v) Support on preparation and implementation communication strategy,

**E. Capacity building Support:**

Capacity building of UPNEDA technical and non-technical staff at Headquarter and field level through workshops, training programs etc and taking up all needful activities in support thereof .

## F. Project Monitoring Support:

- a) Support in conceptualizing key programs specific to Uttar Pradesh and co-ordination for seeking funds from key funding agencies such as MNRE, KfW, World Bank, ADB etc.
- b) Support in monitoring of key projects/ programs being implemented by UPNEDA at site and of site

The cost of logistics, Accommodation, Food, etc., of consultant personnel's /engineers during visit at site, shall be reimbursed as follows:

- 1) **Maximum lodging allowance per person per day shall be reimbursed up to INR 1,000/-**
- 2) **Maximum boarding allowance per person per day shall be reimbursed up to INR 3,500/-**
- 3) **Travel Cost during Physical verification of Project activities at site, Material Inspection at OEM facility and Third-Party Inspection (if any) shall be reimbursed on actual excluding Manpower cost on submission of supporting documents.**

## 3. Output/Deliverables to be provided by the PMU

The PMU shall deliver a monthly progress report on the subjects mutually agreed upon during the course of the Contract.

## 4. Team Composition

The PMU shall deploy onsite team of professionals meeting the following minimum criteria.

Sr. No.	Position	Qualification	Work Experience
1.	<b>Team Leader (1 Nos)</b> The Team Leader will be in charge of the services delivered by PMU	B.E./B. Tech.+ MBA/PGDM/ PGPM/CA	<ul style="list-style-type: none"><li>Minimum 8 (eight) years of experience a mix of experience in Power and RE sector. Should have managed at least one project on retainership basis of the nature of regulatory policy/RE/Power Sector.</li></ul>
2.	<b>Policy and Regulatory Support Specialist (1 Nos.)</b> Key support personnel assisting in Policy & Regulatory matters on an ongoing basis.	B.E./ B. Tech.+ MBA/ PGDM/ PGPM/ or LLB	<ul style="list-style-type: none"><li>Minimum 3 (three) years of experience of working on corporate laws and electricity laws, Rules and Regulations and in framework of corporate Regulations / policy/ RE related tasks.</li></ul>
3.	<b>Program Management Specialist -2 Nos.</b> Key support personnel assisting in Program Management Tasks	B.E./ B. Tech. + MBA/ PGDM/ PGPM	<ul style="list-style-type: none"><li>Minimum 3 (three) years of experience in implementation of Programs on New and Renewable Energy programs having bid process management/ transaction advisory support to Government Departments/ PSUs.</li></ul>
4.	<b>RE Technical Support</b>	B.E./ B.Tech. in	<ul style="list-style-type: none"><li>Minimum 3 (three) years of working</li></ul>

Sr. No.	Position	Qualification	Work Experience
	<b>Specialist Onsite -4 Nos.</b> {Key support personnel assisting in technical tasks 2 No -Power & Solar sector Projects 1 No -Bioenergy 1 No- other Renewable Energy Projects	Electrical /Electronics /MSc Physics With specialization in RE	experience in the relevant sector related tasks like preparation of DPR /DPR evaluation/Projects technical evaluation
5.	<b>IT support Specialist (1 No)</b> Key support personnel assisting in IT related tasks like development of web Portal	B.E./ B.Tech. in Computer Science /electronics OR MCA/MSc in Computer Science	• Two years of professional experience in providing support in development of Web based solutions or in development of online portals.
6.	Financial Support Specialist-1 No	Mcom or MBA/ PGDM/ PGPM specialization in finance or CA	Three years of professional experience in providing support in preparing financial aspects and evaluation of projects. Conversant with appraising Balance sheets and Profit/ loss accounts.

**Note : Along with the copies of detailed CV, satisfactorily work experience certificate of required no of years as proof to be mandatorily attached**

### **5. Inputs to be provided by UPNEDA:**

The relevant project details relating to this assignment shall be provided by UPNEDA to the consultant. No other assistance shall be provided by UPNEDA. transport for daily movement of consultant and his team members, telephone, computer and other facilities shall be arranged by the Consultant at his/their own cost. Costs for Pre-Dispatch Inspection (PDI)/Third party Inspection within or outside UP State shall be reimbursed on actual basis.

### **6. Office Space**

UPNEDA will provide requisite office space with requisite office furniture within the premises of UPNEDA for the onsite team deployed by the PMU for the duration of the contract period.

### **7. Nodal Officer**

Chief Project officer /Secretary UPNEDA will be the nodal officer for overseeing the working, deliverables and activities of the consultant for UPNEDA and that the manpower works in tandem with

concerned Neda's responsible Officer. The nodal officer shall also be the certifying officer related to completion of the above activities.

## **8. Project duration**

The Project Management Consultant will provide services for an initial contract period of 24 months/ 2(two years). However on Annual Review on unsatisfactory performance the contract may be terminated by giving the notice as mentioned in clause 4.3. The contract may be renewed at mutually agreed terms and conditions, for a maximum period of Two years on yearly basis as 1+1 on 5% higher rate than the previous (second )year .

## **9. Ownership of Materials:**

All documents, prepared by the Consultant for UPNEDA under the agreement shall belong to and remain property of UPNEDA. The Consultant during the tenure of agreement will not use any document/Report elsewhere without prior permission of UPNEDA. On closure of Contract all documents/reports prepared will be handed over to UPNEDA.

## **10. Selection Process**

The PMU firm shall be selected based on Quality cum Cost Basis Selection (QCBS). The bids shall be evaluated based on Technical Score with assigned weightage of 80% and Financial Score with assigned weightage of 20%.

Total Score = 0.8\*Technical Score + 0.2\*Financial Score

The bidder with highest total score shall be declared L-1 Bidder, bidder with second highest score shall be declared L-2 bidder and so on.

## **Annexure 2: Formats for Technical Proposal**

## **COVERING LETTER**

**(The Covering Letter should be submitted on the Letter Head of the Bidding Company/Organization )**

Ref.No. \_\_\_\_\_

Date: \_\_\_\_\_

From: \_\_\_\_\_ (*Insert name and address of Bidding Company /Organization*)

\_\_\_\_\_

\_\_\_\_\_

Tel.#: \_\_\_\_\_

Fax#: \_\_\_\_\_

E-mail address# \_\_\_\_\_

To  
Director,  
Uttar Pradesh New & Renewable Energy Development Agency,  
Vibhuti Khand, Gomti Nagar, Lucknow  
Phone: 0522-2720652  
Fax: 0522-2720779, 2720829  
Email: compneda@rediffmail.com  
Website: [www.upneda.org.in](http://www.upneda.org.in)

Sub: Response to RfP No. \_\_\_\_\_ dated \_\_\_\_\_ for Establishment of Project Management Unit (PMU) to assist on retainer-ship basis for implementation of Uttar Pradesh Solar Power Policy -2022

Dear Sir,

We, the undersigned ..... [*insert name of the 'Bidder'*] having read, examined and understood in detail the RfP including Qualification Requirements in particular, terms and conditions for providing consultancy services for establishment of of Project Management Unit (PMU) to assist on retainer-ship basis for implementation of Uttar Pradesh Solar Power Policy -2022, hereby submit our response to RfP.

- 3 We hereby submit our offer in full compliance with terms & conditions of the RfP No. \_\_\_\_\_ dated \_\_\_\_\_. A blank copy of the e-RFP document duly signed on each page is also uploaded and submitted as a proof of our acceptance of all terms/ Conditions.
- 4 We hereby submit if our Bid is accepted, we will provide the specified Performance Guarantee, commence the Works immediately after receipt of Letter of Award, and complete the services as per the requirements of UPNEDA
- 5 We have submitted our response to RfP strictly as per Annexure -2 (Formats for technical proposal ) of this RfP, without any deviations, conditions and without mentioning any assumptions or notes in the said Formats.
- 6 Acceptance: -  
We hereby unconditionally and irrevocably agree and accept that the decision made by UPNEDA in respect of any matter regarding or arising out of the RfP shall be binding on us. We hereby expressly waive and withdraw any deviations and all claims in respect of this process.
- 7 Familiarity with Relevant Indian Laws & Regulations: -  
We confirm that we have studied the provisions of the relevant Indian Laws and Regulations as required to enable us to submit this response to RfP and execute the Contract agreement , in the event of our selection as Successful Bidder.
- 8 We are submitting our response to the RfP with formats duly signed as desired by you in the RfP online for your consideration.
- 9 It is confirmed that our response to the RfP is consistent with all the requirements of submission as stated in the RfP including all clarifications and amendments and subsequent communications from UPNEDA.
- 10 The information submitted in our response to the RfP is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our response to the RfP.
- 11 We confirm that all the terms and conditions of our Bid are valid up to \_\_\_\_\_ (*Insert date in dd/mm/yyyy*) for acceptance [i.e. a period of 180 (One Hundred Eighty) Days from the last date of submission of response to RfP].

12 Contact Person

Details of the representative to be contacted by UPNEDA are furnished as under:

Name : .....

Designation : .....

Company : .....

Address : .....

Phone Nos. : .....

Mobile Nos. : .....

Fax Nos. : .....

E-mail address : .....

13 We have neither made any statement nor provided any information in this Bid, which to the best of our knowledge is materially inaccurate or misleading. Further, all the confirmations, declarations and representations made in our Bid are true and accurate. In case this is found to be incorrect after our selection as Successful Bidder, we agree that the same would be treated as a bidder's event of default and consequent provisions of RfP shall apply.

Dated the \_\_\_\_\_ day of \_\_\_\_\_, 20....

Thanking you,

We remain,

Yours faithfully,

Name, Designation, Seal and Signature of Authorized Person in whose name Power of Attorney/ Board Resolution/ Declaration.

## **Declaration**

**The bidder to provide declaration on an affidavit Stamp Paper of Rs 10/-**

It is declared that our firm including its affiliates/associates/subsidiary companies is presently not blacklisted/debarred/suspended by any Central/ State Government/semi Government departments /Agencies/Authorities /corporations/Utilities/ PSU/ subsidiary of PSU in India/ Regulatory commissions, from participating in any bid/ tender /project as on the date of submission of the bid .

Signature

Name, Designation, Seal and Signature of  
Authorized Person in whose name Power of  
Attorney/ Board Resolution/ Declaration.

**Self-Certified Statement**

**The bidder to provide self-certified statement on an affidavit Stamp Paper of Rs 10/-**

It is certified that our firm ----- has at least 50 consultants in its Power/RE Domain on its role as on the date of bidding.

Signature

Name, Designation, Seal and Signature of  
Authorized Person in whose name Power of  
Attorney/ Board Resolution/ Declaration.

**Bidder information sheet**

(On Letter head of Company)

1.	Name of the Consultancy Firm	
2.	Address	
3.	Name of the contact person to whom all references shall be made regarding this Bid	
4.	Designation of the person to whom all references shall be made regarding this Bid	
5.	Address of the person to whom all references shall be made regarding this Bid	
6.	Telephone (with STD code)	
7.	Mobile No. of the contact person	
8.	E-mail of the contact person	
9.	Fax No. (with STD code)	

**POWER OF ATTORNEY**

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

Know all men by these presents, We \_\_\_\_\_do hereby irrevocably constitute, nominate, appoint and authorise, Mr./ Mrs. \_\_\_\_\_ son/daughter/wife of and presently residing at\_\_\_\_\_, who is presently employed with us and holding the position of \_\_\_\_\_, as our true and lawful attorney (hereinafter referred to as the “Attorney”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our application for prequalification and submission of our bid for the “RFP for Selection of Project Management Consultant (Consultancy Firm) for providing Support to U.P. New and Renewable Energy Development Agency (UPNEDA) on retainer-ship basis” including but not limited to signing and submission of all applications, bids and other documents and writings, participate in Pre-Applications and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our bid for the said Project and/ or upon award thereof to us and/or till the entering into of the Concession Agreement with the Authority.

AND

we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, \_\_\_\_\_, THE ABOVE-NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS \_\_\_\_\_ 2023

FOR

\_\_\_\_\_Signature

Accepted by (Name, Designation & Seal)

..... (Signature)

(Name, Designation & Seal)

Note: The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, lay down by the applicable law and the charter documents of the executants (s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.

**Format of Bidders Experience in last 5 Years**

(For each assignment provide information separately)

Project Name:		Country:
Location within Country		No of persons/ Professional Staff deployed by bidder firm
Name of Client:		No. of Person Months of professional staff by the firm:
Address		Consultancy Contract Value (in Current INR):
Key personnel deployed /specialization/degree (Technical/team leader)		Firm which undertook work?
Start Date (Month/Year)	Completion Date (Month/Year)	Total person months under the Consultancy Contract:
Name of Associated Consultants, if any:		Experience relevant to the present assignment:
Narrative Description of Project:		
Description of Actual Services provided by your staff		

**Note:1. The firm also has to give details of the On-going similar assignment in the above format.**

- 2 The above-mentioned work experience must be mandatorily supported by documentary proof Letter of Award (LOA) /Copy of Work order/Contract Agreement /Work completion certificate/Contract Closure certificate/Certificate of providing satisfactory services.**
- 3. In case of ongoing assignment copy of Contract Agreement , LOA and letter from the concerned Organization certifying that assignment is ongoing with satisfactory services being provided .**
- 4. In case of non-availability of work completion certificate, the final payment receipt with the copy of invoice raised shall be submitted.**

**FORMAT FOR BIDDERS FINANCIAL CAPABILITY**

**(This should be submitted on the Letter Head of the Bidding Company)**

Ref.No. \_\_\_\_\_

Date:

\_\_\_\_\_

From: \_\_\_\_\_ (*Insert name and address of Bidding Company*)

\_\_\_\_\_

\_\_\_\_\_

Tel.#: \_\_\_\_\_

Fax#: \_\_\_\_\_

E-mail address# \_\_\_\_\_

To

Director,

Uttar Pradesh New & Renewable Energy Development Agency,

Vibhuti Khand, Gomti Nagar, Lucknow

Phone: 0522-2720652

Fax: 0522-2720779, 2720829

Email: compneda@rediffmail.com

Website: [www.upneda.org.in](http://www.upneda.org.in)

Sub: Response to RfP No. .... dated ..... for Selection of Consultancy Firms for Establishment of Project Management Unit to assist U.P New and Renewable Energy Development Agency (UPNEDA), on retainer-ship basis for implementation of Uttar Pradesh Solar Energy Policy -2022

Dear Sir/ Madam,

We certify that the Bidding Company had an average Annual Turnover /Net worth of INR ..... Crore (.....in words) inthe last three years (2019-2020, 2020-2021 and 2021-2022 ) from professional/consultancy/advisory services .Details as mentioned below .

**(Signature & Name of the Authorized Signatory)**  
**Membership No.**

**(Signature and Stamp of CA)**

**Regn. No. of the CA's Firm:**

**Date:**

**Note: (i)Along with the above format, in a separate sheet on the letterhead of the Chartered Accountant's Firm, provide Annual Turnover/Net worth of last three years (2019-2020, 2020-2021 and 2021-2022 )duly certified by the Chartered Accountant.**

## **Description of Approach & Methodology along with Workplan**

**Approach & Methodology:** The firm should explain the understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities to obtain the expected output and the degree of detail of such output. The firm should highlight the problems to be addressed along with their importance and explain the technical approach the Firm would adopt to address them. The firm should also explain the proposed methodologies to adopt and highlight the compatibility of those methodologies with the proposed approach.

**Work Plan:** The firm should propose the main activities of the assignment, detailed action plan for the implementation of the project. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of documents to be delivered as final output should also be included.

**Details of Proposed Team:**

(Composition of the team personnel and the task which would be assigned to each team Member for the proposed assignment) Team Leader/Regulatory and Legal support specialist/Programme management support specialist (2) /RE Technical support specialist (4) /IT Support specialist/Financial Support Specialist of the Team for carrying out Assignment

<b>S. No.</b>	<b>Position</b>	<b>Name</b>	<b>Educational Qualification</b>	<b>Area of expertise</b>	<b>Name of relevant engagement as per evaluation criteria*</b>

(\*The Curriculum Vitae shall reflect the details of relevant engagement)

**Format of Curriculum Vitae for proposed team members**

<b>Proposed Position</b>	
<b>Name of Staff</b>	
<b>Current Position</b>	
<b>Years with Firm</b>	
<b>Nationality</b>	
<b>Educational Qualification</b>	[Summaries college/university and other specialized education of staff member, giving their names,dates attended, and degrees obtained. Use about one quarter of a page.]
<b>Relevant Experience:</b>	
<b>Employment Record:</b>	

**Certification:**

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. Certificate of work experience as proof are also attached . I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.

Date:

Place:

[Signature of staff member or authorized representative of the staff]

[Full name of authorized representative]

**Certification by the Authorised Representative of the Firm**

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes the qualifications, and experience of the proposed Key Staff.

Date: [Signature of Authorized Representative of the Firm]

## **Bid Security**

### **FORMAT OF THE UNCONDITIONAL AND IRREVOCABLE BANK GUARANTEE FOR EARNEST MONEY DEPOSIT**

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

In consideration of the ..... (*Insert name of the Bidder*) submitting the Bid *inter alia* for Establishment of Project Management Unit (PMU) to assist on retainer-ship basis for implementation of Uttar Pradesh Solar Power Policy -2022 for meeting the terms and conditions in response to the RfP DOCUMENT----- dated -----, issued by **Uttar Pradesh New and Renewable Energy Development Agency** (“UPNEDA”), and UPNEDA agreeing to consider the Bid of ..... [*Insert the name of the Bidder*] in accordance with the terms of the E-BID DOCUMENT, the ..... (Insert name and address of the bank issuing the Bid Bond, and address of the head office) (here in after referred to as “Guarantor Bank”) hereby agrees unequivocally, irrevocably and unconditionally to pay to UPNEDA or its authorized representative at ..... [*Insert Name of the Place from the address of UPNEDA*] forthwith on demand in writing from UPNEDA or any representative authorized by it in this behalf an amount not exceeding Rupees .....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 Earnest Money Deposit in accordance with **Clause 2.2.3** of the E-BID DOCUMENT*) and shall not be terminable by notice or any change in the constitution of the Guarantor Bank or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between concerned parties.

Our liability under this Guarantee is restricted to Rupees ..... (Rs. ....). UPNEDA or its authorized representative shall be entitled to invoke this Guarantee until ..... [*Insert Date, which is six months after the date in the preceding sentence*]. The Guarantor Bank hereby expressly agrees that it shall not require any proof in addition to the written demand from UPNEDA or its authorized representative, made in any format, raised at the above-mentioned address of the Guarantor Bank, in order to make the said payment to UPNEDA or its authorized representative.

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

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

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

This BANK GUARANTEE shall not be affected in any manner by reason of merger, amalgamation, restructuring, liquidation, winding up, dissolution or any other change in the constitution of the Guarantor Bank.

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

The Guarantor Bank acknowledges that this BANK GUARANTEE is not personal to UPNEDA and may be assigned, in whole or in part, (whether absolutely or by way of security) by UPNEDA to any entity to whom it is entitled to assign its rights and obligations.

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

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to Rupees -----and it shall remain in force until ..... [Date to be inserted on the basis of Clause 2.23 of E-BID DOCUMENT], with an additional claim period of 6 (six) months thereafter. We are liable to pay the guaranteed amount or any part thereof under this BANK GUARANTEE only if .....the UPNEDA or its authorized representative serves upon us a written claim or demand.

In witness whereof the Bank, through its authorized officer, has set its hand and stamp on this ..... day of ..... at .....

**Witness:**

Signature	Signature
Name	Name
Address	Address
Designation with Bank Stamp Signature	Designation with Bank Stamp Signature

Name and address

Attorney as per power of attorney No. ....

For:..... [Insert Name of the Bank]

**Banker's Stamp and Full Address:**

Dated this ..... day of ..... 20.....

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

**PART B (Financial Bid Format )**

e-tender NO. \_\_\_\_\_

Name of the Firm: \_\_\_\_\_

Having perused the RFP document and having fully understood the scope of work for the PMU as set out in these documents; we are pleased to quote the following Professional fees for the Assignment:

<b>Item</b>	<b>Selection of consultancy firms for establishment of Project Management Unit (PMU) on retainer-ship basis for providing support to U.P New and Renewable Energy Development Agency (UPNEDA) in implementation of various Renewable Energy Policies &amp; Programmes</b>
Lump Sum Amount-Monthly Fees (in Rs.) exclusive of applicable GST to be charged extra (In Figures)	
Lump Sum Amount-Monthly Fees (in Rs.) exclusive of applicable GST to be charged extra (In words)	
Lump Sum Amount-total contract duration (24 months) Fees (in Rs.) exclusive of applicable GST (In Figures) to be charged extra	
Lump Sum Amount- total contract duration (24 months) Fees (in Rs.) exclusive of applicable GST (In words) to be charged extra	

**Notes:**

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

(Signature of Bidder)  
With seal

To be uploaded in Part B.

Other document / condition, terms if enclosed will be liable to be rejection of bid.