

NOTICE INVITING TENDER

FOR

“REQUEST FOR PROPOSAL” (RFP)

FOR

**Selection of Consultancy Firm for Analyzing Potential Pumped Storage Projects (PSP) sites in Uttar Pradesh**

Invest UP, an Investment Promotion & Facilitation Agency of Government of Uttar Pradesh invites e-bids from Consultant Companies, for the “Selection of Consultancy Firm for Analyzing Potential Pumped Storage Projects (PSP) sites in Uttar Pradesh.”

The details of submission of e-Bids are available in the RFP document available at the e-Tender Portal <https://etender.up.nic.in> and Invest UP website [www.investup.org.in](http://www.investup.org.in).

The schedule of E-Bid is as follows: -

Sl.#	Description	Date & Details
1.	Issue of Tender document on the e-tender portal <a href="https://etender.up.nic.in">https://etender.up.nic.in</a>	26 <sup>th</sup> July 2024
2.	Pre-bid Meeting	7 <sup>th</sup> August 2024 at 3:00 PM
3.	Issue of Corrigendum, if any	9 <sup>th</sup> August 2024
4.	Bid Submission Start Date	7 <sup>th</sup> August 2024
5.	Bid Submission Closing Date	28 <sup>th</sup> August 2024 at 4:00 PM
6.	Opening of Technical e-bid	28 <sup>th</sup> August 2024 at 6:00 PM
7.	Technical Presentation (PPT)	29 <sup>th</sup> August 2024 at 3:00 PM
8.	Opening of Financial e-bid	Will be intimated to technically qualified bidders

Invest UP reserves the right to cancel any or all the e-Bids or annul the Bidding process without assigning any reason thereof.

Issuer,

*Ryan Deepak*

AGM - Infrastructure,  
Invest UP

6th Floor, A-Block, PICUP Bhawan, Vibhuti Khand  
Gomti Nagar, Lucknow-226 010 (U.P.)  
Email : [info@investup.org.in](mailto:info@investup.org.in)  
Website : <http://www.invest.up.gov.in>  
Phone : 0522-3129555

**INVEST UP**

(Investment Promotion & Facilitation  
Agency of Govt. of Uttar Pradesh)



# REQUEST FOR PROPOSAL (RFP)

for

## Selection of Consultancy Firm for Analyzing Potential Pumped Storage Projects (PSP) sites in Uttar Pradesh



### INVEST UP

(Erstwhile- “Udyog Bandhu”)

A Nodal Investment Promotion & Facilitation Agency of Government of Uttar Pradesh,  
under the Department of Industrial Development

4<sup>th</sup> Floor, A-Block, PICUP Bhawan, Vibhuti Khand,  
Gomti Nagar, Lucknow - 226 010 (U.P.)

Tel: 0522-2720236 & 2720238

E-mail: [info@investup.org.in](mailto:info@investup.org.in)

Website: [www.invest.up.gov.in](http://www.invest.up.gov.in)

e-Tender Portal: <https://etender.up.nic.in>

Sl.#	Particulars	Date	Time
1	Date of Publishing	26 <sup>th</sup> July 2024	
2	Last Date of receiving of Pre-Bid Queries ( <a href="mailto:Emailinfo@investup.org.in">Emailinfo@investup.org.in</a> )	6 <sup>th</sup> August 2024	18:00 hrs
3	Pre-Bid Meeting	7 <sup>th</sup> August 2024	15:00 hrs
4	Corrigendum ( <i>if any</i> )	9 <sup>th</sup> August 2024	18:00 hrs
5	Bid submission Start Date	7 <sup>th</sup> August 2024	
6	Bid Submission End Date	28 <sup>th</sup> August 2024	16:00 hrs
7	Opening of Technical e-Bid	28 <sup>th</sup> August 2024	18:00 hrs
8	Technical Presentation (PPT)	29 <sup>th</sup> August 2024	15:00 hrs
9	Opening of Financial e-Bids	To be communicated to the Technically qualified bidder at the later stage	

*This Document Contains – 43 pages*

## Index

<b>Sl.#</b>	<b>CONTENTS</b>	<b>Page</b>
1.	e-Bid Notice	3
2.	Section-I: Letter of Invitation	4
3.	Section-II: Instructions to Bidders	6
4.	Section-III: Terms-of-Reference (ToR) and Scope-of-Work	15
5.	Section-IV: Bidder's Eligibility Criteria & Method of Selection, Evaluation Process	17
6.	Section-V: Standard Terms & Conditions	24
7.	Section-VI: Technical Proposal Submission Form (Annexure I-V)	30
9.	Financial Proposal Submission Form (BoQ) (Annexure-VI)	36
10.	Format of Agreement (Annexure-VII)	37
11.	Format of Proforma of Bank Guarantee towards Performance Security (Annexure-VIII)	38
12.	Format of Certificate of Financial Capacity Bidder (Annexure - IX)	40
13.	Format of Certificate of Non-Debarment (Annexure - X)	41
14.	Format of Power of Attorney (Annexure - XI)	42

**e-BID NOTICE**  
**FOR**  
**“REQUEST FOR PROPOSAL” (RFP)**  
**FOR**

**Selection of Consultancy Firm for Analyzing Potential Pumped Storage  
Projects (PSP) sites in Uttar Pradesh**

Online e-Bids are invited only from Consultant Companies, for the **“Selection of Consultancy Firm for Analyzing Potential Pumped Storage Projects (PSP) sites in Uttar Pradesh”** from 26<sup>th</sup> July 2024 up to 1600 Hours of 28<sup>th</sup> August 2024. The Technical e-Bids shall be opened on 29<sup>th</sup> August 2024 at 1500 Hours or afterwards.

The details of submission of e-Bids are available in the RFP document uploaded on the e-Tender Portal <https://etender.up.nic.in> and the on the “Invest UP” website [www.invest.up.gov.in](http://www.invest.up.gov.in). Invest UP reserves the right to cancel any or all the e-Bids or annul the Bidding process without assigning any reason thereof.

**AGM - Infrastructure,**  
**Invest UP,**  
4<sup>th</sup> Floor, Block A, PICUP Bhawan  
Lucknow-226010 (U.P.)

**Section - I**  
**LETTER OF INVITATION**

1. Through this Request for Proposal (RFP), it is intended to invite e-Bids for **“Selection of Consultancy Firm for Analyzing Potential Pumped Storage Projects (PSP) sites in Uttar Pradesh.**
2. Bidders are advised to study the e-Bid document carefully.
3. Submission of e-Bids against this tender shall be deemed to have been done after careful study and examination of the procedures, terms and conditions of the e-Bid document with full understanding and its implications.
4. Invest UP may, at its own discretion, extend the date for submission of e-Bids. In such case all the rights and obligations of Invest UP and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.
5. The e-Bid document is available on e-Tender portal <https://etender.up.nic.in/> and also on INVEST UP's website [www.invest.up.gov.in](http://www.invest.up.gov.in). Interested Bidders may view, download the e-Bid document, seek clarification and submit their e-Bids online only on e-Tender portal <https://etender.up.nic.in/> up to the date and time mentioned in the table below:

Purpose	Request-for-Proposal (RFP) for Selection of Consultancy Firm for Analyzing Potential Pumped Storage Projects (PSP) sites in Uttar Pradesh.
Date of Publication on e-Bid Notice and Request For Proposal (RFP)	26th July 2024 on e-Tender Portal <a href="https://etender.up.nic.in/">https://etender.up.nic.in/</a>
Pre-bid Meeting	7th August 2024 at 3:00 PM
Last Date for Submission of e-Bids on e-Tender portal	28th August 2024 at 4:00 PM
Site for Submission of e-Bids	e-Tender Portal <a href="https://etender.up.nic.in/">https://etender.up.nic.in/</a>
e-Bid Inviting Officer	AGM – Infrastructure, Invest UP
Date of Opening of Technical e-Bids	28th August 2024 at 6:00 PM
Date of Opening of Financial e-Bids	To be communicated to the Technically qualified bidder at the later stage
Venue of Pre-Bid Meeting & Opening of e-Bids	Meeting Room of Invest UP, 6th Floor, A-Block, PICUP Bhawan, Vibhuti Khand, Gomti Nagar, Lucknow – 226 010 (U.P.)
INVEST UP's Website address	<a href="http://www.invest.up.gov.in">www.invest.up.gov.in</a>
INVEST UP's email addresses	<a href="mailto:info@investup.org.in">info@investup.org.in</a>
Contact numbers	0522-2720236 & 2720238

6. INVEST UP reserves the right to cancel any or all the e-Bids or annul the e-Bid process without assigning any reason thereof.
7. The Bidders must upload all the required documents electronically in the PDF format except for the Financial Proposal Submission Form (BOQ) which will be electronically uploaded on the prescribed XLS format only on e-Tender portal <https://etender.up.nic.in/>. It is suggested that the PDF Files should be made in gray

scale using the minimum readable appropriate resolution so that the size of the files is minimized for fast uploading on the e-Tender portal <https://etender.up.nic.in/>. The required electronic documents for each document label of Technical (Fee details, Annexure etc.) schedules/packets can be clubbed together to make single different files for each label. The size of Single label file should not exceed 20-25 MB size.

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## **Section-II**

### **INSTRUCTIONS TO BIDDERS**

#### **A. DEFINITIONS**

In this Contract, the following terms shall be interpreted:

1. “Purchaser” or “Department” means the Purchaser with which the selected Bidder signs the Contract for the service. In this Project, the purchaser is “INVEST UP” which means Invest UP (INVEST UP), 4<sup>th</sup> Floor, Block A, PICUP Bhawan, Lucknow 226010.
2. “e-Bid” means the Technical proposal and the financial proposal.
3. “Instructions to Bidders” means the document which provides interested Bidders with all information needed to prepare their Bids. This document also details out the process for the selection of the Consultant for the work mentioned in this tender document.
4. “Terms of reference (ToR) and “Scope of work” (SoW) means Scope of work mentioned in Section III: Terms of Reference of the RFP which explains the objectives, Scope of work, activities, tasks to be performed, and expected results and deliverables of the assignment, respective responsibilities of the Purchaser and the Bidder.
5. “The Contract” means the agreement entered into between INVEST UP. and the Consultant, as recorded in the Contract Form signed by the parties, including all the attachments and appendices there to and all documents incorporated by reference therein;
6. “The Contract rates” mean the charges for the various consultancy assignment payable to the Consultant under the Contract for the full and proper performance of its contractual obligations;
7. “Services” means Consultancy Services and other obligations of the Consultant Company covered under the Contract;
8. “Day” means a calendar day.
9. End Customer/Client Department” means Executive Director, Invest UP
10. Webinar means any seminar which is conducted electronically with the help of “World Wide Web”

#### **B. THE BIDDING DOCUMENT**

##### **1. Availability of e-Tender Document**

This e-Tender document is available on the e-Tender portal <https://etender.up.nic.in/> (and INVEST UP's website [www.invest.up.gov.in](http://www.invest.up.gov.in)) to enable the Bidders to view and download the Bidding document, submit their e-Bids online up to the last date and time mentioned in e-Tender document only on e-

Tender portal <https://etender.up.nic.in/>.

## **2. Contents of e-Bid Document**

The nature and types of various consultancy services required, Bidding procedure, terms and conditions etc. are prescribed in the e-Bid document. The e-Bid document includes:

- SECTION-I: LETTER OF INVITATION
- SECTION-II: INSTRUCTIONS TO BIDDERS (ITB)
- SECTION-III: TERMS OF REFERENCE (TOR) AND SCOPE OF WORK (SOW)
- SECTION-IV: BIDDER'S ELIGIBILITY CRITERIA & METHOD OF SELECTION, EVALUATION PROCESS
- SECTION V: STANDARD TERMS AND CONDITIONS
- SECTION VI: Technical Proposal Submission Form (Annexure I-V)
  - Financial Proposal Submission Form (BOQ) (Annexure VI)
  - Form of Agreement (Annexure-VII)
  - Format of Proforma of Bank Guarantee towards Performance Security (Annexure-VIII)

The Bidders are expected to examine all the instructions, forms, terms and conditions, requirements and qualifications in the e-Tender documents. Failure to furnish all the information required as per the Bidding documents or submission of an e-Bid not responsive to the e-Tender document in every respect will be at the Bidder's risk and may result in the rejection of his e-Bid.

## **3. Pre-Bid Queries/Clarifications of e-Tender Documents**

A prospective Bidder requiring any Pre-bid queries/clarifications of the e-Tender document, may raise his queries/points of clarification to [info@investup.org.in](mailto:info@investup.org.in) up to the date and time given in the RFP (Tender) document.

## **4. Amendment of e-Tender Document**

At any time prior to the deadline for submission of e-Bids, the INVEST UP may, for any reason whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the e-Tender document by amendments. Such amendments shall be posted/ uploaded on the e-Tender portal <https://etender.up.nic.in/> through corrigendum and shall form an integral part of the e-Bid documents. The relevant clauses of the e-Tender documents shall be treated as amended accordingly, in terms of corrigendum(s).

It shall be the sole responsibility of the prospective Bidders to check the e-Tender portal <https://etender.up.nic.in/> and [www.invest.up.gov.in](http://www.invest.up.gov.in) from time to time for any amendment in the e-Bid document. In case of failure to get the amendments, if any, the INVEST UP shall not be responsible for any negligence on part of the Bidder.

In order to allow prospective Bidders a reasonable time to take the amendment



into account in preparing their e-Bids, INVEST UP at its discretion, may extend the deadline for the submission of e-Bids. Such extensions shall be posted/uploaded on the e-Tender portal <https://etender.up.nic.in/>.

### **C. PREPARATION & SUBMISSION OF e-Bids**

#### **1. Documents Constituting the e-Bid**

The e-Bids prepared by the Bidder shall comprise the following components: e-Bids will comprise of:

- a) Technical Proposal (including Covering Letter For Technical Proposal Submission Form (Annexure I to Annexure V)
- b) Financial Proposal Submission Form (Annexure VI)

#### **2. Documents Establishing Bidder's Qualification**

The Bidder shall furnish, as part of Technical Proposal Submission Form (Annexure-I to V), documents establishing the Technical qualification to perform the Contract. The Bidder electronically in the PDF format should submit the documentary evidence in support of the information furnished. The Bidder's eligibility criteria and selection procedure are defined in Section-IV of e-Tender document.

It is suggested that the PDF files should be made in grey scale using the minimum readable appropriate resolution so that the size of the files is minimized for fast uploading on the e-Bid portal.

#### **3. Period of Validity of e-Bids**

e-Bids shall remain valid for 180 days after the date of opening of e-Bids prescribed by INVEST UP. An e-Bid with validity of a shorter period than specified shall be rejected by INVEST UP as non-responsive.

#### **4. Format and Signing of e-Bids**

The Bidder shall prepare the electronic copy for the e-Bids (in pdf format) and upload the e-Bids on e-Tender Portal <https://etender.up.nic.in/> through the bidder's Digital Signature Certificate (DSC).

The bidder shall provide all the information as per this tender document. The Client will evaluate only those proposals that are received in the required format and are complete in all respects. The bidder shall prepare the electronic copy for the e-bids (in pdf format) and upload the e-bids on e-tender portal [https://etender.up.nic.in](https://etender.up.nic.in/) through the bidder's Digital Signature Certificate (DSC).

Each proposal shall comprise the following:

### **Part I Submission**

- A. Scanned copy of the online transfer receipt for the tender fee

- B. Scanned copy of the online transfer receipt for Earnest Money Deposit (EMD)
- C. Covering letter in the format set out in Annexure - V
- D. Details of the bidder in the format set out in Annexure - I. The bidder shall declare the company profile such as memorandum & article of association of the company, etc. The documents to be submitted should also include the following:
  - I. Self-attested copy of company registration
  - II. Self-attested copy of PAN card
  - III. Self-attested copy of the GSTIN number
  - IV. Self-attested copy of the company profile, along with the list of significant clients
  - V. Chartered accountant certificate (original) specifying the annual turnover for the three financial years in the format set out in Annexure - IX
  - VI. Chartered accountant certificate (original) specifying the net worth for the three financial years in the format set out in Annexure - IX
- E. Power of attorney as per Annexure - XI, authorizing the signatory of the proposal to commit the bidder
- F. Technical proposal comprising:
  - I. Project data sheets as per Annexure - IV, with supporting proofs as indicated in Clause 'Eligibility Criteria and Evaluation Methodology'
  - J. Affidavit (Annexure - X) regarding the non-debarment by any State/Central Government or their agencies
  - K. Proposed Team Composition as per Annexure - II
  - L. CV of each Team Member proposed as per Annexure - III

## **Part II Submission**

A. Financial proposal will be separately uploaded on the e-tendering website after dully filling the 'Bill of Quantities' in the excel file (BOQ.xls) per the provided format and marked as 'Part II Submission – Financial Bid'

Each page of the technical e-bid shall be numbered and signed by an authorized signatory of the bidder.

### **5. Submission of e-Bids**

The Bidders should submit their bids online only in the Submission module of e-Tender Portal <https://etender.up.nic.in/>. The Bids shall be submitted only from the Bid Submission Start Date till the Bid Submission End Date and time given in the e-Tender Portal <https://etender.up.nic.in/>. Therefore, Bidders are advised to submit the e-Bids well advance in time.

The proposal and all correspondence and documents shall be written in English. In case of accompanying literature or brochures etc. being in a language other than English, a certified translation should accompany the documents as a part of the RFP. All proposals and accompanying documentation will become the property of INVEST UP and will not be returned. The bidders should submit their e-Bid considering the Server time displayed on the e-Tender Portal <https://etender.up.nic.in/>. This server time is the time by which the e-Bid submission activity will be allowed till the permissible time on the last/end date of submission of e-Bids indicated in the e-tender schedule.

Once the e-Bid submission date and time is over, the bidders cannot submit their e-Bid. The bidders shall only be held responsible for any delay and whatsoever reason in submission of e-Bid.

INVEST UP may, at its discretion extend this deadline for submission or opening of e-Bid by amending the e-Bid document, in which case all rights and obligations of the Corporation and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

The procedure for submission of e-Bids by the bidders on e-Tender Portal is available on <https://etender.up.nic.in/> and also on INVEST UP's website: [www.invest.up.gov.in](http://www.invest.up.gov.in)

#### **6. Deadline for Submission of e-Bids**

e-Bids must be submitted by the Bidders on e-Tender portal <https://etender.up.nic.in/> not later than the date and time specified in this e-Tender document.

The INVEST UP may extend this deadline for submission of e-Bids (i.e. Bid Submission End Date and Time) by amending the e-Tender document in accordance with ITB (Instructions to Bidders) Clause 4, in which case all rights and obligations of the INVEST UP and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

INVEST UP shall not consider any request for date-extension for e-Bid-submission on account of late downloading of e-Tender (RFP) by any prospective Bidder. e-Bids should be uploaded on e-Tender portal <https://etender.up.nic.in/> on or before the date and time as mentioned in Section-I.

#### **7. Late e-Bids**

The server time indicated in the Bid Management window on the e-Tender portal <https://etender.up.nic.in/> will be the time by which the e-Bids submission activity will be allowed till the permissible date and time scheduled in the e-Tender. Once the e-Bids submission date and time is over, the Bidder cannot submit his/her Bid. Bidder has to start the e-Bid Submission well in advance so that the submission process passes off smoothly. The Bidder only,

will be held responsible if his/her e-Bids are not submitted in time due to any reasons.

## **8. Withdrawal and Resubmission of e-Bids**

At any point of time, a Bidder can withdraw his/her e-Bids submitted online before the e-Bids submission end date and time. For withdrawing, the Bidder should first log in using his/ her Login Id and Password and subsequently by his/ her Digital Signature Certificate on the e-procurement portal <https://etender.up.nic.in/>.

Bidder should then select "My Bids" option in the Bid Submission menu. The page listing all the Bids submitted by the Bidder will be displayed. Click "View" to see the details of the Bid to be withdrawn. After selecting the "Bid Withdrawal" option, the Bidder has to click "Yes" to the message "Do you want to withdraw this Bid?" displayed in the Bid Information window for the selected Bid. The Bidder also has to enter the Bid Withdrawing reasons and upload the letter giving the reasons for withdrawing before clicking the "Submit" button. The Bidder has to confirm again by pressing "Ok" button before finally withdrawing his/her selected Bid. Once the Bidder has withdrawn his /her Bid he/she cannot re-submit this Bid again.

The Bidder can resubmit his/ her e-Bids as and when required till the Bid submission end date and time. The new one bid will replace the e-Bids submitted earlier. The payment made by the Bidder earlier will be used for revised e-Bids and the new Bid submission summary generated after the successful submission of the revised e-Bids will be considered for evaluation purposes. For resubmission, the Bidder should first log in using his/ her Login ID and Password and subsequently by his/her Digital Signature Certificate on the e-Tender procurement portal <https://etender.up.nic.in/>. The Bidder should then select "My Bids" option in the Bid Submission menu. The page listing all the Bids submitted by the Bidder will be displayed. Click "View" to see the details of the Bid to be resubmitted. After selecting the "Bid Resubmission" option, click "Encrypt & Upload" to upload the revised e-Bids documents by following the methodology provided in clause 9 (submission of e-Bids) above.

The Bidders can submit their revised Bids as many times as possible by uploading their e-Bids documents within the scheduled date & time for submission of e-Bids.

No e-Bids can be resubmitted subsequently after the deadline for submission of e-Bids.

## **9. Receipt and Opening of e-Bids by the Purchaser**

Bidders are advised to submit their e-Bids in 'Two-Bid' system with Technical and Financial bids separately on e-Tender portal.

Please note that prices should not be quoted in the Technical Bid. The Prices should be quoted in the Financial Bid only. On receipt on e-Tender portal, the technical proposals will be opened by Tender Evaluation Committee (TEC) members in the office of The Chief Executive Officer, Invest UP, Lucknow

INVEST UP will open all e-Bids, in the presence of bidder's authorized representatives who choose to attend at 4<sup>th</sup> Floor, Block A, PICUP Bhawan, Gomti Nagar, Lucknow 226010 at date and time mentioned in Section I. The bidder's representatives who are present shall record their attendance on the attendance sheet. In the event of the specified date of e-Bid opening being declared a holiday for the Purchaser, the e-Bids shall be opened at the appointed time and place on the next working day.

The bidder's names & the presence and other details as the Purchaser at its discretion may consider appropriate, will be announced at the opening of the e-Bids. The names of such bidders not meeting the qualification requirement shall be notified subsequently.

After evaluation of technical e-Bids, INVEST UP shall notify those bidders whose e-Bids were considered non-responsive to the Conditions of the Contract and not meeting the Qualification Requirements indicating that they did not technically qualify for selection as Consultant Company for the this project. INVEST UP will simultaneously notify on the e-Tender portal <https://etender.up.nic.in/> whose technical e-Bids were considered acceptable and have been shortlisted for opening of their financial e-Bids.

## **10. Cost of preparation of e-Bids to be borne by the Bidders**

Cost of preparation of the e-Bids shall be borne by the Consultant Company regardless of the outcome of the bids.

## **11. Cost of RFP Document**

The RFP Document can be downloaded free of cost from the e-Tender portal at <https://etender.up.nic.in>. However, an amount of Rs 1,000/- (+18% GST) i.e., Rs.1,180/- has to be paid through NEFT or RTGS before the bid submission end date and time as cost of the RFP. The payment has to be made to the account of Invest UP as per details mentioned below –

Bank - Punjab National Bank

Address – Trade Tax Office, Mirabai Marg, Lucknow

Account No – 2408021800000010

IFSC Code –PUNB0631200; Bank code - 631200

The payment advice/ receipt/ UTR Number should be submitted along with proposal of the bidder.

## **12. Consortiums**

No Consortiums shall be allowed for this project.

## **13. Earnest Money Deposit (EMD)**

- a) The Bidder shall furnish as part of its Proposal, an EMD of Rs.5,00,000/- (Rupees Five lakhs) has to be paid through NEFT or RTGS before the bid submission end date and time. The payment has to be made to the account of Invest UP as per details mentioned below –

Bank - Punjab National Bank

Address – Trade Tax Office, Mirabai Marg, Lucknow

Account No – 2408021800000010

IFSC Code –PUNB0631200; Bank code – 631200

The payment advice/ receipt/ UTR Number should be submitted along with proposal of the bidder.

- b) Proposals for which EMD is not received shall be rejected by the INVEST UP as non-responsive.
- c) The INVEST UP shall not be liable to pay any interest on the EMD and the same shall be interest free.
- d) EMD shall be returned to the unsuccessful Bidders within a period of one month from the date of issue of Work Order to the Successful Bidder. EMD submitted by the Successful Bidder shall be returned one week post the submission of Performance Security.
- e) The Bidder, by submitting its proposal pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to the INVEST UP's any other right or remedy hereunder or in law or otherwise, the EMD shall be forfeited and appropriated by the INVEST UP under the following conditions:
- (i) If a Bidder engages in any of the Prohibited Practices; or
  - (ii) If a Bidder withdraws its Proposal during the period of its validity as specified in this RFP and as extended by the Bidder from time to time; or
  - (iii) If the Selected Bidder fails to clarify or reconfirm its commitments as required in this RFP
  - (iv) In the case of a Selected Bidder, if the Bidder fails to sign the Agreement as specified in this RFP; or
  - (v) If the Bidder is found to have a Conflict of Interest as specified in this RFP.

## **14. Notification of Award Notification to Bidder**

Prior to the expiry of the Bid validity period, INVEST UP will notify the successful Bidder in writing or by Fax or email, to be confirmed in writing by Letter (LoI), that its proposal has been accepted. The notification of award will constitute the formation of the Agreement.

## **15. Signing of Agreement**

At the same time as INVEST UP notifies the successful Bidder that its proposal has been accepted and INVEST UP shall enter into an Agreement with the successful Bidder.

## **16. Failure to abide by the Agreement**

Failure of the successful Bidder to agree with the Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which event INVEST UP may forfeit the EMD/ Performance Bank Guarantee. The contract will be then awarded to the next Bidder by the process of Re-Tendering.

## **17. Bank Guarantee for Performance**

The successful Bidder shall at his own expense will deposit with INVEST UP, within 15 (fifteen) days after the receipt of notification of award of the Contract (Letter of Intent) from INVEST UP, an unconditional and irrevocable Performance Bank Guarantee (PBG) amounting to 3% of Agreement value from a Scheduled Bank acceptable to INVEST UP, payable on demand, for the due performance and fulfillment of the Agreement by the Bidder.

This Performance Guarantee shall be for an amount equivalent to 3% of Agreement value. All incidental charges whatsoever such as premium, commission etc. with respect to the Performance Guarantee shall be borne by the Bidder. The Performance Guarantee shall be valid for six months post completion of the project satisfactorily. Subject to the terms and conditions in the Performance Bank Guarantee, at the end of 06 (six) months, the Performance Bank Guarantee may be discharged/returned by INVEST UP upon being satisfied that there has been due performance of obligations of the Bidder under the Agreement. However, no interest shall be payable on Performance Guarantee.

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## **SECTION – III**

### **TERMS OF REFERENCE (ToR) AND SCOPE OF WORK (SoW)**

#### **A. Project Background:**

The State of Uttar Pradesh has aggressively surged ahead in its development agenda with industrial growth as one of its primary pillars. Backed by major governance reforms and development of state-of-the-art green field infrastructure including airports, expressways, industrial corridors, etc., the State has been able to create an enabling environment for businesses to thrive. The impact of the ease of doing business environment in the State is evident from the surge of industrial investments that the State is recently witnessing. Pumped Storage Projects (PSPs) are crucial in States's evolving energy landscape. As renewable energy capacities rise and electricity demand becomes more volatile, PSPs offer a critical solution to balancing the grid and ensuring a stable power supply.

PSPs provide rapid ramping capabilities essential for covering generation shortfalls when renewable output falls unexpectedly, thus balancing the intermittency of renewable energy sources like solar and wind. They also play a vital role in intra-day and inter-day firming, storing energy during periods of low demand and releasing it during peak periods, which helps manage daily and weekly fluctuations in energy supply and demand. PSPs contribute significantly to energy efficiency through large-scale energy storage, optimizing the use of generated power and enhancing overall efficiency.

To continue this momentum and usher in a new era of Governance Reform, the Government of Uttar Pradesh now plans to identify & analyze potential PSP sites in Uttar Pradesh for following divisions.

- Chitrakoot Dham
- Jhansi
- Varanasi
- Vindhyachal

The main components of this consulting engagement include –

1. The Client shall provide the all the details of identified PSP sites which are allotted and yet to be allotted to the Consultant.
2. The consultant shall analyse potential PSP sites in Uttar Pradesh based on desk studies and GIS data available in public domain.
3. Consultant shall submit a preliminary assessment report for the potential PSP sites with basic parameters without providing the coordinates. Basic parameters shall include but not limited to:
  - Capacity (minimum 500 MW), MWh, machine configuration (unit size, technical min, make, fixed / variable speed), etc.
  - Peaking capacity: 6 hr.
  - Open / closed loop PSPs, hydrology – independent / multi-purpose



- Power Evacuation: distance from nearest CTU substation, kV level connectivity required, whether the CTU substation exists or is under construction / bidding / planning
  - Water source, availability, channel length and route, irrigation / potable water dependence
  - Indicative CAPEX
  - Cycle / roundtrip efficiency
  - Head (gross, net, rated, min., max.)
  - Surge Shaft
  - Powerhouse (Underground / Open)
  - Land Requirement
  - Upper, Lower reservoir capacities (MCM), length / perimeter, height
  - L / H ratio
  - Access Road
  - Any additional parameter as deemed relevant by consultant
4. Client shall shortlist best PSP sites based on the preliminary assessment report submitted by the Consultant.
  5. After shortlisting of sites, the Consultant shall share the coordinates and site visit for each shortlisted project sites shall be undertaken by Consultant's experts along with the Client's representatives.
  6. Post site visits, Consultant shall submit detailed fact sheet / final concept note for all shortlisted PSP sites for further studies.
  7. The consultant inter-alia reviews the projects already awarded in the various regions of UP with respect to open/closed loop pump storage projects, and identify new sites in the state after due evaluation of the cumulative impacts, if any, on environmental aspects and with respect to water availability
  8. The Consultant would necessarily associate a specialized agency as a sub-consultant who have NABED certification in so far as environmental aspect of the above studies are concerned.

**B. Payment Terms will be as Under:**

## SECTION-IV

### BIDDER'S ELIGIBILITY CRITERIA AND METHOD OF SELECTION, EVALUATION PROCESS

#### A. Eligibility Criteria:

The consultant should meet below criteria to be eligible to participate in the Bid:

Main Criteria	Experience Criteria
<b>Company Existence</b>	<p>Bidder shall be a company registered in India under the Companies Act, 2013 or a partnership firm registered under the Limited Liability Partnership Act of 2008, with an experience of 15 years of operating as consultants as on Proposal Due Date.</p> <p><b>Please Note: No consortium is allowed</b></p> <p><i>(Certificate of Incorporation / Memorandum, Articles of Associations and Goods and Service tax Registration to be submitted)</i></p>
<b>Company Experience</b>	<ul style="list-style-type: none"> <li>▪ The bidder should possess experience in consultancy services for Hydropower projects or Pumped Storage Projects in the last 15 years to the date of publication of the RFP.</li> <li>▪ The bidder should have provided consultancy Services for identification of Greenfield PSP sites and preparation of Pre-Feasibility Report (PFR) for Pumped Storage Projects of at least 5 nos. with capacity more than 1000 MW in last 5 years.</li> </ul> <p><i>(The Bidder shall produce documentary evidence like Completion Certificate from the Client / Acceptance letter / Work Order or Purchase Order for the consultancy work to prove their credentials duly meeting the above requirements.)</i></p>
<b>Company Financials</b>	<p>Minimum average annual turnover of the bidder shall not be less than INR 10 Crores during last 3 (three) Financial Years i.e., FY 2022-23, FY 2021-22 and FY 2020-21.</p> <p><i>(CA Certificate as per format prescribe in Annexure – IX of this RFP document)</i></p>
<b>Blacklisting</b>	<p>The Bidder should not have been blacklisted/ banned/debarred/under investigation by any State Government or Central Government entity/ Public Sector Unit as on the bid submission end date.</p> <p><i>(An affidavit as per Annexure – X of this RFP document)</i></p>

- a) Bid should comprise of following sections:
  - i. Technical Bid
  - ii. Financial Bid
- b) Both the bids must be submitted separately on e-tender portal <https://e-Tender.up.nic.in>. Prices should not be quoted in the Technical Bid as the prices should be quoted in the Financial Bid only.

#### B. Technical Evaluation Criteria

Sl. No.	Criterion	Maximum Marks	Individual Weightage
<b>A</b>	<b>Establishment of Consultancy form reckoned from the date of publication of RFP</b> <i>Proof: (Certificate of Incorporation / Memorandum, Articles of Associations and Goods and Service tax Registration to be submitted)</i>	<b>10</b>	
(i)	10 years (Less than 10 years: no marks)		5
(ii)	10 - 15 years		7
(iii)	More than 15 years		10
<b>B</b>	<b>Work Experience in last 10 years reckoned from the date of publication of RFP</b> <i>Proof: (documentary evidence like Completion Certificate from the Client / Acceptance letter / Work Order or Purchase Order along with filled Annexure - IV. For each completed project separate filled Annexure - IV is to be provided.)</i>	<b>40</b>	
	<b>No. of Completion Pre-Feasibility Reports having capacities more than 1000 MW</b> <i>Proof: (documentary evidence like Completion Certificate from the Client / Acceptance letter / Work Order or Purchase Order along with filled Annexure - IV. For each completed project separate filled Annexure - IV is to be provided.)</i>		
(i)	5 projects (less than 5 projects: no marks)		15
(ii)	5 - 9 projects		30
(iii)	Equal to or more than 10 projects		40
<b>C.</b>	<b>Technical Presentation on Approach, Methodology and Work Plan</b>	<b>20</b>	
<b>D.</b>	<b>Manpower / Key Professional</b> <i>Proof: (Self certified filled Annexure - II for team composition and CV of each team member proposed as per format at Annexure - III duly signed by member proposed and authorised signatory of the bidder)</i>	<b>25</b>	
<b>A</b>	<b>Team Leader</b>	<b>10</b>	
(i)	Should be an Engineering Graduate having minimum experience of 25 years in planning / design of Pumped Storage Projects or Hydro Power Projects (less than 25 years: no marks)		5
(ii)	Experience in preparation of Pre-Feasibility Reports of at least 5 pumped storage projects (four projects: no mark)		5
<b>B</b>	<b>Geologist</b>	<b>5</b>	
(i)	Should be post graduate in Geology having minimum experience of 25 years in Pumped Storage Projects or Hydro Power Projects (less than 25 years: no marks)		2.5
(ii)	Experience in preparation of Pre-Feasibility Reports of at least 5 pumped storage projects (four projects: no mark)		2.5
<b>C</b>	<b>Civil Engineering Expert</b>	<b>5</b>	
(i)	Should be an Engineering Graduate having minimum experience of 25 years in planning / design of Pumped Storage Projects or Hydro Power Projects (less than 25 years: no marks)		2.5
(ii)	Experience in preparation of Pre-Feasibility Reports of at least 5 pumped storage projects (four projects: no mark)		2.5

Sl. No.	Criterion	Maximum Marks	Individual Weightage
<b>D</b>	<b>Electro-Mechanical Engineer</b>	<b>5</b>	
(i)	Should be an Engineering Graduate having minimum experience of 25 years in planning / design of Pumped Storage Projects or Hydro Power Projects (less than 25 years: no marks)		2.5
(ii)	Experience in preparation of Pre-Feasibility Reports of at least 5 pumped storage projects (four projects: no mark)		2.5
<b>E</b>	<b>Financial Capacity - Average Annual Turnover during last three FYs</b>	<b>5</b>	
(i)	INR 10 - 15 Crore (less than 10 Crore: no mark)		3
(iii)	More than 15 Crore		5
	<b>Total</b>	<b>100</b>	

**Note:**

1. Documentary evidence of the assignments (completion certificate or copy of Agreement or Letter of Award) issued by the State/ Central Government Departments, or their agencies as mentioned in the criteria, duly certified by the authorized signatory of the bidding company/ Chartered Accountant should be enclosed in support of all claimed projects.
2. Each assignment with necessary documentary evidence, as mentioned (in Point 1) above, along with any subsequent extension(s) under the same project will be counted as one eligible project for evaluation. Hence, extension(s) will not be counted as separate projects.
3. Key experts against each of the specialization / fields indicated above shall be mandatorily and their details should be submitted by the consultant with the bid. In case, any one of the proposed manpower (Team Leader, Geologist, Civil Engineering Expert and Electro-Mechanical Expert) scores Zero Marks, the firm shall not be considered for further evaluation and no substitute shall be allowed during evaluation.
4. The applicant must submit curricula vitae (CV) of key experts clearly mentioning Nationality, qualifications, general experiences and specific experiences. Experience acquired only after Bachelor's degree (or equivalent to Bachelor's degree) in related field of the professionals shall only be considered for evaluation
5. The minimum qualifying marks for evaluation of technical bid is 70 out of 100. The bidder scoring less than 70 shall be disqualified and such bid shall be termed as non-responsive. The price bid of such bidder shall not be opened and un-opened price bid shall be returned to the bidder after finalization of the tender.
6. In case, any one of the proposed manpower (Team Leader, Geologist, Civil Engineering Expert and Electro-Mechanical Expert) scores Zero Marks, the firm shall not be considered for further evaluation A cut-off mark of at least 70 has been stipulated as threshold for passing the Technical evaluation. Bidders/ consultants

who fulfill the Eligibility criteria and whose Techno-commercial Bid is substantially responsive to the requirements of the RFP/Tender Documents and passing the threshold score of 70 as per the marking system shall only be considered qualified. The Price Bid of such qualified Bidders/ consultants shall only be opened. Bidders/ consultants are required to furnish all their credentials in order to establish their fulfilling the eligibility criteria along with authenticated documents/ certificates

7. After the evaluation of the Technical proposal, the Client shall notify those consultants who fulfill the PQ and Eligibility criteria and whose technical proposals are found qualified, regarding opening of their financial proposal on a date and time. The notification may be sent by writing or electronic mail.
8. The Financial Proposals shall be opened in the presence of the consultant's representatives who choose to attend. The financial proposals of the consultants, who met the minimum qualifying mark, shall be then opened and the total prices shall be readout. Prices should be quoted in INR only.
9. Bids determined to be substantially responsive will be checked by the Client for any arithmetic errors. The client will correct any computational error. When correcting computational errors, in case of discrepancy between a partial amount and total amount or between words or figures, or between unit rate and total amount the former will prevail and also determine whether the financial proposals are complete. The price quoted shall be firm.
10. Only projects carried out in India will be considered for evaluation

### **C. Evaluation of Technical Bids**

1. Constitution of Tender Evaluation Committee (TEC):
  - a. The evaluation of the e-Bids shall be carried out by Tender Evaluation Committee (TEC), which shall be constituted by Invest UP. The TEC will evaluate the tenders in two stages i.e. Technical & Financial.
  - b. Technical bids should be analyzed and evaluated by the Tender Evaluation Committee (TEC). Technical bids in the following conditions will be summarily rejected as being non-responsive:
    - i. Technical Bids of those bidders, who do not meet the eligibility criteria
    - ii. Technical bids unsigned and incomplete, not responding to the TOR fully & properly and those with lesser validity than that prescribed in the RFP.

### **D. Evaluation of Financial e-Bids**

1. The financial e-Bids shall be opened by TEC of the bidders which score more than 70 marks in the Technical Evaluation criteria. The Bids shall be opened in presence of representative of the technically qualified Bidders who chooses to attend. The names of the Bidders and the proposed prices shall be read and recorded when the financial proposals are opened.

2. The Bidders shall upload the Financials in the Commercial bid section of the e-Tender portal. It is mandatory to furnish the cost against all the particulars failing which the proposal shall be liable to be rejected. A separate excel sheet of Commercial bid format has also been published along with the RFP as per Annexure-V. The same is to be used to submitting commercial bid. Completely filled commercial bid in xls format shall have to be submitted on the e-Tender portal.
3. If there are conditions attached to any financial e-Bids, which shall have bearing on the total cost, the Tender Evaluation Committee, will reject any such e-Bids as non-responsive financial proposal. However, if the TEC feels it necessary to seek clarifications on any financial proposals regarding Taxes, duties or any such matter, the TEC may do so by inviting responses in writing.

**E. Negotiations**

Normally, there would be no post RFP negotiations. In case in of it is required negotiations may be carried out in with the H1 bidder (Highest Scorer) in the interest of the project.

**F. Award of Contract**

In a particular case of selection of consultant, the bidder would be technically evaluated out of 100 marks. Bids receiving 70 marks and above would qualify for Financial Evaluation and the weightage of the Technical Bids and Financial Bids as 80:20.

The Selected bidder shall be the first ranked bidder (having the highest combined score).

As an example, the following procedure can be followed. In response to the RFP, 3 proposals; A, B & C were received. The technical evaluation committee awarded them 70, 80 and 90 marks respectively. The minimum qualifying marks were 70. All the 3 proposals were, therefore, found technically suitable and their financial proposals were opened after notifying the date and time of bid opening to the successful participants. The evaluation committee examined the financial proposals and evaluated the quoted prices as under:

Proposal	Evaluated cost
A	Rs.120.
B	Rs. 100.
C	Rs. 110.

Using the formula  $LEC \times 100/EC$ , where LEC stands for Lowest Evaluated Cost and EC stands for Evaluated Cost, the committee gave them the following points for financial proposals:

A: $100 \times 100 / 120$ .	= 83 points
B: $100 \times 100 / 100$ .	=100 points

C: $100 \times 100 / 110$ .	= 91 points
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In the combined evaluation, thereafter, the evaluation committee calculated the combined Technical and Financial score as under:

Proposal A: $70 \times 0.80 + 83 \times 0.20$	=72.6 points
Proposal B: $80 \times 0.80 + 100 \times 0.20$	=84 points
Proposal C: $90 \times 0.80 + 91 \times 0.20$	=90.3 points

The three proposals in the combined technical and financial evaluation were ranked as under:

Proposal A:	66.9 points	H3
Proposal B:	86 points	H2
Proposal C:	90.2 points	H1

Proposal C at the evaluated cost of Rs. 110 was, therefore, declared as winner and recommended for negotiations/approval, to the competent authority.

#### **G. Contract Agreement**

The Successful Bidder shall execute a Agreement (Format of Agreement is given in Annexure-VII) on Rs 100/- Non-Judicial stamp paper in the name of the Bidder bought in Uttar Pradesh only, within one week from the date of Letter of Acceptance issued by Invest UP.

The Successful Bidder shall not assign or make over the contract, the benefit or burden thereof to any other person or persons or body corporate for the execution of the contract or any part thereof without the prior written consent of INVEST UP. Invest UP reserves its right to cancel the order either in part or full, if this condition is violated.

#### **H. Confidentiality**

The selected consultant will treat as confidential all data and information about the purchaser obtained during the execution of its responsibilities, in strict confidence and will not reveal such information to any other party without prior written approval of the Purchaser.

#### **I. Penalty Clause**

Delay at any stage in execution of the contract due to reasons solely attributed to successful agency/firm/bidder beyond the time schedule as agreed or any extension thereof granted by the Invest UP shall attract penalty at the rate of 1% of the total contract value per week of delay subject to maximum of 10% of the total contract value.

## **J. Timelines and Key Deliverables**

The study shall be completed within 5 months from the date of issue of the contract. Deliverables under the contract will include the following:

The inception report should be submitted with-in 1 (T+1) month of the issue of letter of award of work. The inception report should include the detailed methodology to be followed and a comprehensive work-plan for the assignment. The work shall be carried out as per the mutually finalized time schedule and regular interactions with the officials.

- **1<sup>st</sup> Milestone:** The draft findings/report should be submitted within 1 (T+2) months for the review of Invest UP for providing inputs on the analysis.
- **2<sup>nd</sup> Milestone:** Final report should be submitted after incorporating the feedback & comments from Invest UP and should be submitted within next 2 (T+4) months.



## **SECTION – V**

### **STANDARD TERMS & CONDITIONS**

Without limitation on the generality of this rule, consultant shall not be permitted to perform themselves directly or indirectly in totality or in part, by any of its associated company/Firm/society or any entity with business interest, any of the subsequent implementation job concerned with the Project, for which the Consultancy has been awarded to the Consultant.

#### **A. Application**

The proposal offer should contain all the work envisaged under the scope of work, Key points mentioned under and those proposals giving only part of the work would be rejected. Detailed scope of work is mentioned in Section-III.

#### **B. Conflict of Interest**

The consultant shall not receive any remuneration in connection with the assignment except as provided in the contract. The consultant and its affiliates shall not engage in consulting activities that conflict with the interest of the client under the contract and shall be excluded from downstream supply of goods or construction of works or purchase of any asset or provision of any other service related to the assignment other than a continuation of the Services” under the ongoing contract. The consultants should provide professional, objective and impartial advice and at all times hold the client’s interests paramount, without any consideration for future work, and that in providing advice they avoid conflicts with other assignments and their own corporate interests. Consultants shall not be hired for any assignment that would be in conflict with their prior or current obligations to other clients, or that may place them in a position of being unable to carry out the assignment in the best interest of the Employer. Without limitation on the generality of the foregoing, consultants shall not be hired, under the circumstances set forth below:

1. Conflict between consulting activities and procurement of goods, works or services: A Consultant/Consultancy concern that has been engaged to provide goods, works, or services for a project, and each of its affiliates, shall be disqualified from providing consulting services related to those goods, works or services. Conversely, a Consultant/ Consultancy concern hired to provide consulting services for the preparation or implementation of a project, and each of its affiliates, shall be disqualified from subsequently providing goods, works or services for such preparation or implementation.
2. Conflict among consulting assignments: Neither consultants (including their personnel and sub-consultants) nor any of their affiliates shall be hired for any assignment that, by its nature, may be in conflict with another assignment of the consultants. As an example, consultants hired to prepare engineering design for an infrastructure project shall not be engaged to prepare an independent environmental assessment for the same project, and consultants assisting a client in the privatization on public assets shall neither purchase

nor advise purchasers of, such assets. Similarly, consultants hired to prepare Terms of Reference (TOR) and Scope of Work for an assignment shall not be hired for the assignment in question.

3. Relationship with Employer's staff: Consultants (including their personnel and sub-consultants) that have a business or family relationship with such member(s) of the Employees (Invest UP) staff or with the staff of the project implementing agency, who are directly or indirectly involved in any part of ;
  - a. The preparation of the TOR of the contract,
  - b. The selection process for such contract, or
  - c. Supervision of such contract; may not be awarded a contract unless it is established to the complete satisfaction of the employing authority, for the reason to be recorded in writing, that such relationship would not affect the aspects of fairness and transparency in the selection process and monitoring of consultant's work.

**C. Unfair Competitive Advantage**

Fairness and transparency in the selection process require that consultants or their affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to the assignment in question. To that end, the request for proposals and all information would be made available to all short listed consultants together.

**D. Disclaimer clause**

The Employer or any of its officers, employees, contractors, agents or advisers, subject to any law to the contrary, shall not be liable for any loss or damage (whether foreseeable or not) suffered by any person acting on or refraining from acting because of any information including forecasts, statements, estimates, or projections contained in this RFP document or conduct ancillary to it whether or not the loss or damage arises in connection with any negligence, omission, default, lack of care or misrepresentation on the part of Employer or any of its officers, employees, contractors, agents or advisers.

**E. Disclosure of Interests and Links**

The Bidders should disclose whether the Bidder (of this RFP) Company or its any of its associated company/firm/society or any entity with business interest, are already empaneled with or have applied for their empanelment with Invest UP under any of the business activities such as Software or Hardware or Computer Education and Training, etc. or with business interest, any of the subsequent IT implementation job concerned with the Project. The bids of such bidders will not be considered.

The Bidders should also disclose whether the Bidder Company or any of its associated company/firm/society or any entity with business interest have any association or link in any manner with the Consultant Evaluation Committee members or its family members of his/hers, associated this RFP. The bids of such bidders will not be considered.

**F. Standards of Performance.**

The consultant shall perform the services and carry out its obligations under the contract with due diligence efficiency and economy in accordance with generally accepted professional standards and practices. The consultant shall always act in respect of any matter relating to this contract as faithful advisor to the Invest UP. The consultant shall always support and safeguard the legitimate interests of the Invest UP in any dealings with the third party. The consultant shall abide by all the provisions/Acts/Rules etc. of Information Technology prevalent in the country. The consultant shall conform to the standards laid down in the RFP in totality.

**G. Consultant Personnel**

1. The Consultant shall deploy and provide such qualified and experienced personnel as may be required to perform the services under the requirement of project. There are specialized domains of e-Governance and it is desirable from the consultant to deploy the domain/subject specialists, from time to time, who have adequate experience in the domain related with the project. The deployed resources should be dedicated in nature.
2. Without the consent of Client Department no changes shall be made in the resources deployed on the project. If, for any reason beyond the reasonable control of the Consultant, as such retirement, resignation, death, medical incapacity, among others, it becomes necessary to replace any of the Key Personnel, the Consultant shall provide as a replacement a person of equivalent or better qualifications, with approval from the Client Department.
3. Consultant shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.
4. If the Client Department requests to replace resource(s), then Consultant shall be required to replace the resource(s).

**H. Applicable Law**

Applicable Law means the laws and any other instrument having the force of law in India as may be issued and in force from time to time. The Contract shall be interpreted in accordance with the laws of the Union of India and the State of Uttar Pradesh.

**I. Assignment and Subcontracting**

1. Consultant shall not assign or transfer this contract or part thereof to any other party without written consent of the Invest UP
2. For the purpose of the liabilities under this Bid, the Bidder will be considered as a solely liable for delivery of all the components of the Bid and scope of work.

## **J. Intellectual Property Rights**

No services covered under the Contract shall be sold or disposed by the Consultant in violation of any right whatsoever of third party, and in particular, but without prejudice to the generality of the foregoing, of any patent right, trademark or similar right, or any charge mortgage or lien. The Consultant shall be indemnify the INVEST UP from all actions, costs, claims, demands, expenses and liabilities, whatsoever, resulting from any actual or alleged infringement as aforesaid and at the expenses of the Consultant, the INVEST UP shall be defended in the defense of such proceedings.

## **K. Indemnity**

The Selected Bidder shall, subject to the provisions of the Agreement, indemnify Invest UP, Lucknow limited to the total professional fees for this project for any direct loss or damage that is caused due to any deficiency in services.

## **L. Governing Language**

The Contract shall be written in English Language. All correspondences and other documents pertaining to the contract, which are exchanged between the parties, shall be written in the English/Hindi.

## **M. Payment Terms**

The payment as per the above schedule shall be made to the selected bidder on completion of satisfactory performance (to be decided by Invest UP) of all activities/roles/duties as per mutually agreed milestones up to the stage of respective payment schedule.

The payment of fee shall be made as under:

<b>S. No.</b>	<b>Milestone</b>	<b>Payment Schedule</b>
1	On submission of Inception Report	10%
2	On submission of Preliminary Assessment Report	20%
3	Submission of Site Visit Report	20%
4	Submission of Final Report	30%
5	On approval for Final Report by Invest UP	20%

## **N. Termination of Contract**

The Consultant's association with the Invest UP will terminate in case of following conditions:

1. The term of Contract expires.
2. Performance is below expected level
3. Non-adherence to the timelines of the project.
4. Quality of work is not satisfactory and not acceptable.

## **O. Termination for Insolvency, Dissolution etc.**

The Invest UP may at any time terminate the Contract by giving written notice to the Consultant, if the Consultant becomes bankrupt or otherwise insolvent or in case of dissolution of company or winding up of company. In this event termination will be without compensation to the Consultant, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Invest UP.

**P. Limitation of Liability**

Limitation of Liability of the consultant towards Invest UP and vice versa shall not exceed the contract value.

**Q. Fraud and Corruption**

The Bidder, if selected shall have to observe the highest standard of ethics during the selection and execution of such contracts. In pursuance of this policy, the Invest UP:

1. Defines, for the purposes of this provision, the terms set forth below as follows:
  - “Corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution; and
  - “Fraudulent practice” means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the “Invest UP” and includes collusive practices amongst consultant (prior to or after submission of proposals) with Service Provider empanelled with Invest UP, designed to establish prices at artificial, noncompetitive levels and to deprive the “Invest UP” of the benefits of free and open competition.
2. Will reject a proposal for award if it determines that the consultant recommended for award is/was engaged in corrupt/fraudulent/coercive activities in getting the contract in question;
3. Will cancel the consultant’s contract if it at any time determines that its representatives are engaged in corrupt or fraudulent practices.
4. Will declare a consultant ineligible, either indefinitely or for a stated period of time, to be awarded a “Invest UP” contract if it at any time determines that the consultant has engaged in corrupt or fraudulent practices in getting or executing the “Invest UP” contract;
5. Will cancel the contract if at any stage it comes to know that the selected Consultant or Consulting Company has any relation with any of the members of Consultancy Evaluation Committee (CEC) or the decision-making authorities.

**R. Force Majeure**

1. Definition: For the purposes of this assignment, “Force Majeure” means an event which is beyond the reasonable control of a Party, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but

is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.

2. Force Majeure shall not include:

- a. any event which is caused by the negligence or intentional action of a Party or agents employees thereof, nor
- b. any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of the Agreement and (B) avoid or overcome in the carrying out of its obligations hereunder. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder. The Invest UP will decide the eventuality of Force Majeure which will be binding on both the parties.

**S. Disputes Resolution**

1. Amicable settlement - The parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this RFP or the interpretation thereof. In the event a dispute, differences or claim arises in connection with the interpretation or implementation of this agreement, the aggrieved party shall issue a written notice setting out the Dispute/differences or claim to the other party, parties shall first attempt to resolve such dispute through mutual consultation. If the dispute is not resolved as aforesaid within 15 days from the date of receipt of written notice, the matter will be referred for Arbitration.
2. Arbitration - In case the dispute is not resolved, any party may issue a notice of reference, invoking resolution of disputes through arbitration in accordance with the provisions of the Arbitration Conciliation Act, 1996. The arbitral proceedings shall be conducted by a sole arbitrator that may be appointed with the consent of Parties to such dispute. If there is no agreement among the parties to the identity or appointment of such sole arbitrator within 30 days of issue of notice of reference, then the arbitral proceedings will be conducted by a panel of three arbitrators, one arbitrator to be appointed by Additional Chief Secretary, Industrial Development Department, Government of UP on behalf of Invest UP and other appointed by the successful bidder and the third arbitrator to be mutually appointed by the other two arbitrators in accordance with provisions of Arbitration and Conciliation Act, 1996. Arbitration proceedings shall be conducted in and the award shall be made in English language. Arbitration proceedings shall be conducted at Lucknow.

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**SECTION-VI**

**Annexure-I**

**TECHNICAL PROPOSAL SUBMISSION FORM  
CONSULTANT'S GENERAL INFORMATION**

<b>Sl#</b>	<b>Particulars</b>	<b>Description/Details</b>	<b>Ref. Documents</b>	<b>Page No.</b>
A	Name of Bidding Company			
B	Contact Details			
	a. Address			
	b. Mobile/Telephone			
	c. Fax			
	d. email			
	e. Website			
C	GSTIN Number of the bidder			
D	Name of Managing Director / CEO			
E	Name, Designation & email of Authorized signatory			

Signature .....

In the Capacity of .....

Duly authorized to sign proposal for and on behalf of .....

Date.....

Place.....



**TEAM COMPOSITION AND TASK ASSIGNMENTS**  
**Technical/Managerial Staff**

<b>Sl.#</b>	<b>Name</b>	<b>Qualification</b>	<b>Position</b>
<b>1</b>			
<b>2</b>			
<b>3</b>			
<b>4</b>			
<b>5</b>			
<b>6</b>			
<b>7</b>			

Signature .....

In the capacity of .....

Duly authorized to sign proposal for and on behalf of .....

Date.....

Place.....



**FORMAT OF CURRICULUM VITAE (CV) FOR KEY-PROFESSIONAL STAFF PROPOSED**

Name	:		
Proposed Position	:		
Date of Birth	:		
Profession/Present Designation	:		
Brief Description on Experience	:		
Overall Experience (applicable for all proposed resources):			
Relevant Experience ( ):			
Description of Project (Include projects relevant to this Bid. Max citations 5)		Client	Role
1.			
2.			
3.			

**Education:**

Degree	Date/s	Institute	Location

**Employment Record:**

Organization	Period	Designation	Job Profile
1.			
(Add rows if required)			

**Languages:**

Language	Read	Write	Speak
(Add rows if required)			

**Certification:**

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications, and my experience.

Date:

[Signature of staff member and authorized representative of the Consultant] Day/ Month/ Year

Full name of staff member: .....

Full name of authorized representative: .....



**FORMAT OF PROJECT EXPERIENCE**

Projects credentials relevant to the criteria should be attached (As specified in the Evaluation Criteria):

Project 1/2/.....:

Name of the Client	
Project Name and Brief Description	
Activities performed by the bidder for the project	
Year (start date; end date)	
Duration	
Order value (INR)	
*Attach the work order/LOI/Contract for the Assignment	

Signature .....

In the capacity of .....

Duly authorized to sign proposal for and on behalf of .....

Date.....

Place.....



**PROPOSAL SUBMISSION FORM**

To  
**The Chief Executive Officer,**  
**Invest UP,**  
6<sup>th</sup> Floor , Block A, PICUP Bhawan,  
Vibhuti Khand, Gomti Nagar,  
Lucknow – 226 010 (U.P.)

[Ref: Submission of Proposal against your Tender

Dear Sir,

Having examined the RFP document, we, the undersigned, herewith submit our response to your RFP for **Selection of Consultancy Firm for Analyzing Potential Pumped Storage Projects (PSP) sites in Uttar Pradesh** by Invest UP, in full conformity with the said Tender document and our Technical proposal (Bid).

1. Our proposal shall be binding upon us subject to the modifications resulting from contract negotiations, up to expiration of the validity period of the proposal.
2. We would like to declare that we the Bidder (of this Tender) Company or its any of its associated Company/Firm/Society or any entity with business interest, are neither already empanelled with nor have applied for their empanelment with INVEST UP under any of the business activities such as Software or Hardware or Computer Education and Training, etc. or with business interest, any of the subsequent IT implementation job concerned with the Project. We know that such bids will not be considered.
3. We would like to declare that we the Bidder (of this Tender) Company or any of its associated company/Firm/society or any entity do not have any with business interest association or link in any manner with the Consultant Evaluation Committee members or its family members of his/hers associated this Tender. We know that such bids will not be considered.
4. We would like to declare that we are not involved in litigation with, and we are not under a declaration of ineligibility by, any Central/State/UT Government in India for corrupt or fraudulent practices.
5. We hereby declare that we have not been blacklisted by any State/Central/UT Government Deptt/Organization/Institution any State designated agency/PSU of Central/State Government.
6. We declare that we have not been charged with any fraudulent activities by any

7. Central/State/UT Government Deptt /Organization/Institution.
8. We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will indulge in bribery or any prohibited acts and behavior and we shall be responsible for any such acts.
9. We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act, 1988."
10. We understand that INVEST UP is not bound to accept any or all bids received in response to this Tender.
11. We agree to abide by all the terms and conditions mentioned in the Request for Proposal Reference No. \_\_\_\_\_ for Selection of Consultancy Firm for Analyzing Potential Pumped Storage Projects (PSP) sites in Uttar Pradesh initiative in Uttar Pradesh against this tender.
12. We agree to abide by all the terms and conditions of the Tender and also all the terms and conditions of the Contract that will be issued by INVEST UP in case we are selected as Consultant against this tender by the INVEST UP.

We remain,

Yours sincerely,

Authorized Signature:

Name and Title of Signatory: Seal of Bidder Company

•

**FINANCIAL PROPOSAL SUBMISSION FORM (BoQ)**

Ref: Submission of Proposal against your RFP Reference No. \_\_\_\_\_

Our detailed financial proposal is as follows:

(Amount in Indian Rupees)

<b>Sl.#</b>	<b>Particulars</b>	<b>Basic Price (a)</b>	<b>GST as applicable (presently it is @18%) (b)</b>	<b>Total Cost for the Project (a+b) (c)</b>
<b>1</b>	Total Cost of Providing Consultancy Services as per the ToR and SoW mentioned in the RFP (Reference No. _____) for Analyzing Potential Pumped Storage Projects (PSP) sites in Uttar Pradesh.			
<b>Total cost in words</b>				

NOTE: Financial Proposal (quote) shall have to be given on the .xls format file of the e-Tender Portal <https://e-Tender.up.nic.in>. Separate Excel Sheet has been provided for Financial Proposal (BOQ).

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**FORMAT OF AGREEMENT**

(To be executed on an On Non-Judicial Stamp Paper of Rs 100/-by the successful Bidder)

This agreement is made this .....day of .....2022 at Lucknow between M/s.....(name of the Consultant Company selected through the bidding process against the RFP (RFP Ref. No. XXX) for Selection of Consultancy Firm for Setting up a PMU under the Selection of Consultancy Firm for Analyzing Potential Pumped Storage Projects (PSP) sites in Uttar Pradesh referred to as the “First Party”, which expression shall include his heirs, executors and administrators/ their successors and M/s Invest UP, 12C, Mall Avenue, Lucknow (in short INVEST UP), referred to as the “Second Party”, through CEO, Invest UP, Lucknow, hereinafter include his successors and assignees.

That WHEREAS the First Party will set-up a PMU under the **Selection of Consultancy Firm for Analyzing Potential Pumped Storage Projects (PSP) sites in Uttar Pradesh** initiative, in accordance with all the terms and conditions contained in the Tender RFP (RFP Ref. No. \_\_\_\_\_) and also the terms and conditions contained in the subsequent corrigendum and Work Orders to be issued by the Second Party to First Party and the same shall be binding on the First Party and shall be the integral part of this agreement.

IN WITNESS THEREOF THE ABOVE MENTIONED PARTIES HAVE PUT THEIR SIGNATURES ON THIS.....DAY OF.....TWO THOUSAND AND TWENTY TWO.

Authorized Signatory of “First Party”	Authorized Signatory of “Second Party”
---------------------------------------	--

Signature:  
Name and Address:

Signature:  
Name & Address:

Witness for “First Party”  
Party”  
Signature:  
Name & Address

Witness for “Second  
Party”  
Signature:  
Name & Address:

**FORMAT OF PROFORMA OF BANK GUARANTEE  
TOWARDS PERFORMANCE SECURITY**

**PERFORMANCE GUARANTEE**

Ref No..... Bank Guarantee No. .... Dated : .....

IN consideration of the Governor of Uttar Pradesh (hereinafter called "the Government") having agreed; to exempt (hereinafter called "the said Contractor(s)") from the demand, under the terms and conditions of an Agreement, dated made between and for (hereinafter called "the said Agreement"), of security deposit for the due fulfillment by the said Contractor(s) of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs..... (Rupees ..... only) we, ..... (indicate name of the Bank) (hereinafter referred to as "the Bank") at the request/contractor(s)/, do hereby undertake to pay to the Government an amount not exceeding Rs.....against any loss or damage caused to or suffered or would be caused to or suffered by the Government by reason of any breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement.

2. We (indicate name of the Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Government stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Government by reason of breach by the said contractor(s) of any of the terms or conditions contained in the said Agreement or by reason of the contractor(s) failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.
3. We undertake to pay to the Government any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) supplier(s) in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present being absolute and unequivocal.

The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the contractor(s) supplier(s) shall have no claim against us for making such payment.

4. We,..... (indicate name of the Bank).. further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Government under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or filed office/Department certifies that the terms and conditions of the said Agreement, have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee.

Unless a demand or claim under this guarantee is made on us in writing on or before the ..... we shall be discharged from all liability under this guarantee thereafter.

5. We, ..... (indicate name of the Bank) .... further agree with the Government that the Government shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Government against the said Contractor(s) and to for bear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said Contractor(s) or for any forbearance, act or commission on the part of the Government or any indulgence by the Government to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provisions, have effect of so relieving us.
6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s)/Supplier(s).
7. We, (indicate name of the Bank) .... lastly undertake not to revoke this
8. guarantee during its currency except with the previous consent of the Government in writing.

Dated the \_\_\_\_\_ day of \_\_\_\_\_ for (Indicate the name of Bank).

Instructions for furnishing Bank Guarantee

1. The Bank Guarantee by Indian Bidders will be given on non-judicial stamp paper as per stamp duty applicable at the place from where the purchase Agreement has been placed. The non- judicial stamp paper should be in name of the issuing bank.
2. The validity of the Bank Guarantee should be as mentioned in the RFP for Setting up a Selection of Consultancy Firm for Analyzing Potential Pumped Storage Projects (PSP) sites in Uttar Pradesh.
3. The Bank Guarantee by Indian Bidders will be given from Scheduled Bank only. The Foreign Bidders will give Bank Guarantees from an Indian Bank situated in that country.



**Financial Capacity of the Bidder**

(Chartered Accountant certificate, for three financial years 2020-21, 2021-22, and 2022-23)

Bidder:				
Financial Year	2020-21	2021-22	2022-23	Average
Annual Turnover				
Net Worth				

(Turnover of sister concerns/ affiliates will not be considered)

Name & address of Bidder:

Instructions:

The Bidder shall submit a Chartered Accountant certificate only. The certificate should mention:

1. CA certification regarding annual turnover for the three financial years (2020-21, 2021-22, and 2022-23).
2. Net worth for the last three financial years (2020-21, 2021-22, and 2022-23).

**Non-Debarment Affidavit**  
(On stamp paper of INR 100/-)

Date:

To: Invest UP

Reference: Request for Proposal for Selection of Consultancy Firm for Analyzing Potential Pumped Storage Projects (PSP) sites in Uttar Pradesh

Dear sir,

I/We \_\_\_\_\_ hereby declare that statements, project documents, credentials, documentary evidences, financial statements and other tender documents in the proposal are true, authentic to the best of my/our knowledge. I/we have not incorporated any information not undertaken by us, in the proposal. I/We, for the purpose of the said tender, have not forged, misrepresented & misled any information that has not been undertaken by us. For the purpose of the evaluation, Invest UP, has the right to verify the authenticity of the proposal submitted by us.

I/We fully understand that in case of furnishing any false documents or statements, forging, misrepresentation & producing misleading information in the proposal, and failure to abide by the terms and conditions of the tender, I/we are liable to any actions that may be taken against us by Invest UP.

I/We, also declare that I/We have not be blacklisted / terminated / debarred by any State or Central Government or their agencies, and have not been found guilty of any criminal offence by any court of law, in the last seven (7) years.

All abovementioned point are true, authentic to the best of my/our knowledge

Yours faithfully,

Name of the Bidder

.....

Signature of the Authorised Person

.....

Name of the Authorized Person

Power of Attorney  
(On stamp paper of INR 100/-)

Know all men by these presents, We..... (name and address of the registered office) do hereby constitute, appoint and authorize Mr. / Ms. .... (name and residential address) who is presently employed with us and holding the position of..... as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Proposal for 'Selection of Consultancy Firm for Analyzing Potential Pumped Storage Projects (PSP) sites in Uttar Pradesh' including signing and submission of all documents and providing information/responses to the Client in all matters in connection with our Proposal for the said Assignment.

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

Dated this the \_\_\_\_ Day of \_\_\_\_ 2022  
For \_\_\_\_\_

(Name and designation of the person(s)  
signing on behalf of the Bidder)

Accepted

\_\_\_\_\_ (Signature)  
(Name, Title and Address of the Attorney)  
Date: .....

Note:

1. To executed only if the Bidder is a Company, Agency or firm.
2. 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 when it is so required the same should be under common seal affixed in accordance with the required procedure. Copy of such document should be submitted along with the power of Attorney.
3. Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution / power of attorney in favour of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.

