REQUEST FOR PROPOSAL (RFP)

for

Selection of "Transaction Advisor (TA) for establishment of Project Management Unit (PMU) in PPP Cell of Invest UP"

INVEST UP

(Erstwhile–"Udyog Bandhu")

A Nodal Investment Promotion & Facilitation Agency of Government of Uttar Pradesh,
under the Department of Industrial Development
6th Floor, A-Block, PICUP Bhawan, Vibhuti Khand,
Gomti Nagar, Lucknow – 226 010 (U.P.)
Tel: 0522–2720236 & 2720238
E-mail: info@investup.org.in

Website: www.invest.up.gov.in
Tender Portal: http://www.gem.gov.in

Sl.#	Particulars	Date	Time
1	Date of Publishing	25-05-2026	06:00 PM
2	Date of receiving of Pre-Bid Queries **(Email – info@investup.org.in)**	03-06-2026	04:00 PM
3	Pre-Bid Meeting Date Pre-Bid Meeting Link	**04-06-2026** Invest UP is inviting you to a scheduled Zoom meeting. Topic: Pre bid meeting of RFP for Selection of Transaction Advisor (TA) for establishment of Project Management Unit (PMU) in PPP Cell of Invest UP **Time: Jun 4, 2026 02:00 PM India** Join Zoom Meeting https://us06web.zoom.us/j/89582142522?pwd=qC0o68wqUaCFbaYkKZ0n48DptUvEVU.1 Meeting chat link https://us06web.zoom.us/launch/jc/89582142522 Meeting ID: 895 8214 2522 Passcode: AA@123	**02:00 PM**
4	Corrigendum (*if any)*		
5	Bid submission Start Date	25-05-2026	06:00 PM
6	Bid Submission End Date	15-06-2026	06:00 PM
7	Opening of Technical e-Bid	15-06-2026	06:30 PM
8	Bid Processing Fee	Non-refundable fee of INR INR 10,000/- + 18% G.S.T (Eleven Thousand and Eight Hundred, through RTGS only). MSME Exemption Not allowed	
9	Ernest Money Deposit (EMD)	**Refundable amount of INR 5,00,000/- (Five Lakhs Only (through RTGS)). MSME Exemption Not allowed**	
10	Technical Presentation	To be Communicated later	
11	Opening of Financial e-Bids	To be Communicated later	
12	Account details	**For Bid Processing Fee & EMD** **For Bid Processing Fee & EMD** **Address - Trade Tax Office, Mirabai Marg, Lucknow** **Account No - 2408021800000010** **IFSC Code -PUNB0631200** **Bank code - 631200**	

Index

Sl.#	CONTENTS	Page
1.	e-Bid Notice	
2.	Section-I: Letter of Invitation	
3.	Section-II: Instructions to Bidders	
4.	Section-III: Terms-of-Reference (ToR) and Scope-of-Work	
5.	Section-IV: Bidder's Eligibility Criteria & Method of Selection, Evaluation Process	
6.	Section-V: Standard Terms & Conditions	
7.	Section-VI: Technical Proposal Submission Form (Annexure I-V)	
9.	Financial Proposal Submission Form (Annexure-VI)	
10.	Format of Agreement (Annexure-VII)	
11.	Format of Proforma of Bank Guarantee towards Performance Security (Annexure-VIII)	

NOTICE INVITING TENDER (NIT)

FOR

"REQUEST FOR PROPOSAL" (RFP)

FOR

Selection of "Transaction Advisor (TA) for establishment of Project Management Unit (PMU) in PPP Cell of Invest UP"

Online e-Bids are invited only from Consultant Companies, for the **"Transaction Advisor (TA) for establishment of Project management Unit (PMU) in PPP Cell of Invest UP"** from 22nd May 2026. The Technical e-Bids shall be opened on 11th June 2026 at 1800 Hours or afterwards.

The details of submission of e-Bids are available in the RFP document uploaded on the GeM portal http://www.gem.gov.in and the on the "Invest UP" website 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.

The Chief Executive Officer,
Invest UP,
6th 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 "Transaction Advisor (TA) for establishment of Project management Unit (PMU) in PPP Cell of Invest UP"**.

2. Bidders are advised to study the e-Bid documents 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 GeM portal http://www.gem.gov.in and also on INVEST UP's website www.invest.up.gov.in. Interested Bidders may view, download the e-Bid document, seek clarification and submit their e-Bids online only on GeM portal http://www.gem.gov.in up to the date and time mentioned in the table below:

Purpose	Request-for-Proposal (RFP) for Selection of "Transaction Advisor (TA) for establishment of Project management Unit (PMU) in PPP Cell of Invest UP".
Date of Publication on e-Bid Notice and Request for Proposal (RFP)	22-05-2026 on GeM portal http://www.gem.gov.in
Last Date for Submission of e-Bids on GeM portal	11th June 2026
Site for Submission of e-Bids	GeM portal http://www.gem.gov.in
e-Bid Inviting Officer	Chief Executive Officer - Invest UP
Date of Opening of Technical e-Bids	11-05-2026 1800 Hours
Date of Technical Presentation	To be Communicated Later
Date of Opening of Financial e-Bids	To be communicated to the Technically qualified bidder at the later stage
Venue of 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	www.invest.up.gov.in
INVEST UP's email addresses	info@investup.org.in
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 which will be electronically uploaded on the prescribed format only on GeM portal

http://www.gem.gov.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 GeM portal http://www.gem.gov.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.

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), 6th 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 Tender Document

This Tender document is available on the GeM portal http://www.gem.gov.in (and INVEST UP's website 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 Tender document only on GeM portal http://www.gem.gov.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)
    - Declaration Regarding Clean Track Record (Annexure-IX)

The Bidders are expected to examine all the instructions, forms, terms and conditions, requirements and qualifications in the Tender documents. Failure to furnish all the information required as per the Bidding documents or submission of an e-Bid not responsive to the 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 Tender Documents

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

4. Amendment of 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 Tender document by amendments. Such amendments shall be posted/ uploaded on the GeM portal http://www.gem.gov.in through corrigendum and shall form an integral part of the e-Bid documents. The relevant clauses of the 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 GeM portal http://www.gem.gov.in and 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/up-loaded on the GeM portal http://www.gem.gov.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 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 GeM portal http://www.gem.gov.in through the bidder's Digital Signature Certificate (DSC).

5. Submission of e-Bids

The Bidders should submit their bids online only in the Submission module of GeM portal http://www.gem.gov.in. The Bids shall be submitted only from the Bid Submission Start Date till the Bid Submission End Date and time given in the GeM portal http://www.gem.gov.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 GeM portal http://www.gem.gov.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 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 GeM portal is available on http://www.gem.gov.in and also on INVEST UP's website: www.invest.up.gov.in

6. Deadline for Submission of e-Bids

e-Bids must be submitted by the Bidders on GeM portal http://www.gem.gov.in not later than the date and time specified in this 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 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 Tender (RFP) by any prospective Bidder. e-Bids should be uploaded on GeM portal http://www.gem.gov.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 GeM portal http://www.gem.gov.in will be the time by which the e-Bids submission activity will be allowed till the permissible date and time scheduled in the 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

a. The Bidder is allowed to modify or withdraw its submitted Proposal any time prior to the last date prescribed for receipt of bids, by giving a written notice to the Invest UP.

b. Subsequent to the last date for receipt of bids, no modification of bids shall be allowed.

c. The Bidders cannot withdraw the Proposal in the interval between the last date for receipt of bids and the expiry of the Proposal validity period specified in the Proposal. Such withdrawal may result in the forfeiture of its EMD from the Bidder.

d. Any document submitted after the last date of bid submission or any document submitted apart from GeM portal will not be considered in any case.

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 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 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 6th 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 GeM portal http://www.gem.gov.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 GeM portal at http://www.gem.gov.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 0**6** (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.

SECTION – III
TERMS OF REFERENCE (ToR) AND SCOPE OF WORK (SoW)

A. Project Background:

As part of its efforts to create conducive avenues and a robust ecosystem for private investment through Public–Private Partnerships (PPPs), the Government of Uttar Pradesh aims to advance PPP projects that have remained limited due to gaps in technical and financial expertise. Recognizing the complexities inherent in planning and executing PPP initiatives and the critical support required across the entire project lifecycle, the Invest UP intends to establish a dedicated Project Management Unit (PMU) within the PPP Cell of the Industry Department. This PMU will serve as a key institutional mechanism to strengthen project development, enhance capacity, and accelerate infrastructure delivery through the PPP mode.

The PMU is envisaged to work in close coordination with the line departments and assist them in preparing as well as achieving short-term and medium-term infrastructure goals, formulating and implementing State's PPP policy and undertaking pre-feasibility studies, involving financial & technical viability of potential projects. In the next phase, the State Government plans to take up PPP projects in other departments.

In this context, the Government of Uttar Pradesh (GoUP) intends to engage Transaction Advisory services for the establishment and operationalization of the proposed Project Management Unit (PMU). Accordingly, on behalf of the Industry Department, the Tender Inviting Authority—Chief Executive Officer, Invest UP, as specified in the Table of Key Details—is inviting proposals from eligible Transaction Advisors empanelled by the Department of Economic Affairs (DEA), Ministry of Finance, Government of India (Empanelment No. 2/3/2021–PPP).

A detailed scope of work is mentioned below.

B. Scope of Work

i. Development, periodic updating, and operationalization of State PPP Guidelines, toolkits, and standardized bidding documents.
ii. Providing advisory support to departments for project conceptualization, feasibility assessment, DPR review, financial modelling, and risk allocation.
iii. Coordinating inter-departmental consultations to ensure uniform adoption of PPP frameworks across sectors.
iv. Assisting departments in preparation of bankable PPP proposals aligned with State and Central policies.
v. Facilitating transparent and competitive procurement processes, including EoIs, RFQs, RFPs, and concession agreements.

vi. Monitoring implementation of ongoing PPP projects and flagging issues requiring intervention at senior levels.
vii. Liaison with NITI Aayog, DEA–PPP Cell, and other Central agencies for approvals, policy alignment, and capacity building.
viii. Conducting training programs, workshops, and stakeholder consultations to enhance institutional capacity.
ix. Maintaining a comprehensive PPP project pipeline, database, and dashboard for monitoring and decision-making.
x. Assist in creation of model bidding documents and concession agreements customized for the State, which are not available with NITI AAYOG.
xi. Assist in conceptualize new projects to be taken up under PPP, in consultation with line Departments.
xii. Supporting line departments in identifying projects for PPP and conducting bid process, if required.
xiii. Assist line Departments in outreach to private sector for participation, including roadshows – national and international – for specific projects.
xiv. **Tender Management**

- Assist in the preparation, issuance, and management of the tender process for PPP projects.
- Assist Department for developing and finalizing tender documents, including Request for Proposal (RFP),
- Facilitating pre-bid meetings, respond to bidder queries, and provide clarifications as needed.
- Coordinate with relevant stakeholders to finalize the selection of the preferred bidder.
- Provide recommendations for risk mitigation and compliance throughout the tendering process.
- Maintain comprehensive records of all tender-related activities and communications.

xv. **Contract Management**

- Assist in drafting, reviewing, and finalizing PPP contracts and related agreements in alignment with project objectives and legal requirements.
- Support negotiations with selected bidders to ensure mutually agreeable contract terms.
- Monitor contract execution to ensure compliance with agreed terms and conditions.
- Facilitate amendments, extensions, or variations to contracts as necessary, ensuring proper documentation and approvals.
- Provide ongoing advisory support on contract performance, risk management, and dispute resolution.
- Maintain a contract management system to track key milestones, deliverables, and obligations.

- Liaise with legal, financial, and technical experts to address contract-related issues promptly.

C. Key Performance Indicators

- With reference to infrastructure projects of the Departments, the Successful Bidder shall undertake the following activities.

  a) Identify relevant State Departments and potential projects suitable for implementation under the Public–Private Partnership (PPP) model within the first three months of the engagement.

  b) Engage with the identified State Departments to conduct infrastructure gap analysis and develop a prioritized shelf of infrastructure projects that can be undertaken in PPP mode, aligned with the Government of Uttar Pradesh (GoUP) priorities, within the first three months of the engagement.

  c) Prepare detailed feasibility reports for projects identified across each of the departments concerned within the first six months of the engagement.

  d) Provide facilitation and consultancy support to concerned departments for managing the bid process, including preparation of RFQ, RFP, and Concession Agreements, as required by the department and Invest UP. Assist the departments in obtaining the necessary Viability Gap Funding (VGF), where applicable.

- The selected Successful Bidder shall also carry out the following activities as part of functioning of the PMU.

  a) Study the present PPP Project Appraisal & Approval mechanisms and suggest measures for strengthening the same

  b) Review and Appraisal of PPP project proposals submitted by Govt Departments for provision of Viability Gap Funding, including but not limited to review of cost estimates, commercial and financial structuring assumptions, transaction documentation, and PPP structure, etc.

  c) Review and monitoring of PPP Projects regarding their implementation, execution, operation, and management, based on the information provided by Implementing Agencies.

  d) Assist the line departments in identification of project risks and help in identifying ways to deal with the same in an efficient and economic manner

  e) Familiarise and guide the infrastructure departments of GoUP about the process under IIPDF & VGF Scheme of India.

  f) Conduct PPP Capacity building interactive workshops, once in every quarter for the officials of the Government departments.

  g) Any other activity incidental to the activities mentioned above and relevant to the strategic objectives/mandate of the PPP Cell.

D. Project Duration

The selection of consultancy firm shall initially be for a period of 03 (Three) years with a provision of its extension up to 01+01 year, if required by Invest UP, on the existing terms & conditions with a fee escalation of 10%.

E. Resource Deployment (No. of Experts, Kind of Expertise & Qualification Required):

Manpower Requirement: **08** (Full-time)

Team Member	Key Responsibilities
Team Leader **(Full Time – 1)**	▪ Provide overall strategic leadership to the PPP Cell in alignment with State development priorities. ▪ Pipeline development; coordination with departments, oversight of structuring, procurement, and delivery timelines. ▪ Lead formulation, periodic updating and operationalization of State PPP Guidelines, sector toolkits and model documents. ▪ Guide departments in identification, prioritization and structuring of projects under PPP mode. ▪ Coordinate inter-departmental committees and high-level review meetings. ▪ Act as nodal interface with NITI Aayog, DEA–PPP Cell and other Central agencies. ▪ Monitor progress of all PPP projects and intervene in critical issues and bottlenecks. ▪ Lead capacity-building programs and stakeholder engagement initiatives.
Project Development Expert **(Full Time – 1)**	▪ Identify, screen, and develop a robust pipeline of potential PPP projects in close consultation with line departments and implementing agencies. ▪ Support preparation of detailed concept notes, pre-feasibility reports, and feasibility studies to assess technical, financial, and operational viability. ▪ Provide assistance in reviewing, refining, and finalizing DPRs and project structuring reports to ensure bankability and policy compliance. ▪ Assist in comprehensive technical, financial, legal, and institutional structuring of projects, including risk allocation and implementation frameworks. ▪ Coordinate closely with departments, consultants, and key stakeholders to ensure timely inputs and alignment. ▪ Facilitate and support project appraisal and approvals at State and Central Government levels. ▪ Maintain a structured project tracking system and prepare periodic progress, status, and decision-support reports.
Procurement Expert / PPP Expert **(Full Time – 2)**	▪ Design and implement procurement strategies for PPP projects. ▪ Prepare EoI, RFQ, RFP and draft concession/contract documents. ▪ Manage bidding process including pre-bid meetings and clarification processes. ▪ Support technical and financial bid evaluation. ▪ Contract finalization with selected bidders. ▪ Ensure transparency, competitiveness and compliance with policies. ▪ Provide handholding support during initial stages of contract implementation.
Legal/Contract Management	▪

Team Member	Key Responsibilities
Expert **(Full Time – 1)**	
Policy & Regulatory Expert **(Full Time – 1)**	▪ Review and interpret State PPP policies and sectoral regulations. ▪ Map statutory approvals, clearances and compliance requirements. ▪ Prepare policy notes, cabinet notes, advisories and guidelines. ▪ Support departments in meeting regulatory requirements. ▪ Coordinate with regulators and line departments. ▪ Recommend policy and regulatory reforms to strengthen PPP ecosystem. ▪ Track and disseminate policy and regulatory updates.
Finance Expert **(Full Time – 1)**	▪ Develop and review financial models and project projections. ▪ Conduct value-for-money, viability and sensitivity analysis. ▪ Advise on revenue models, tariffs, annuity and user-charge mechanisms. ▪ Assess funding options including VGF, grants and multilateral support. ▪ Monitor financial performance of ongoing PPP projects.
Project Management & Coordination **(Full Time – 1)**	▪ Prepare and monitor detailed project schedules and milestones. ▪ Coordinate between experts, departments, consultants and stakeholders. ▪ Prepare meeting agendas, Minutes of Meetings and action trackers. ▪ Track implementation progress of PPP projects. ▪ Identify delays, risks and issues and escalate as required. ▪ Support Team Maintain project databases, dashboards and MIS reports. ▪ Lead in overall project coordination and reporting.

F. Payment Terms will be as Under:

The payment of fee shall be made as under:

Sl.#	Payment Schedule	% Payable of Total Fee
1	At the end of Quarter-1	10%
2	At the end of Quarter-2	8%
3	At the end of Quarter-3	8%
4	At the end of Quarter-4	8%
5	At the end of Quarter-5	8%
6	At the end of Quarter-6	8%
7	At the end of Quarter-7	8%
8	At the end of Quarter-8	8%
9	At the end of Quarter-9	8%
10	At the end of Quarter-10	8%
11	At the end of Quarter-11	8%
12	At the end of Quarter-12 ***(after transfer of all knowledge-materials related to the assignment)***	10%
TOTAL	**100%**	

G. Other conditions:

1. Invest UP may engage requisite number of additional full-time consultants or sector experts from selected bidder, in case, additional work of similar nature arises out in future during the tenure of the assignment. The rate of increase for hiring of such manpower will be on pro-rata basis or at prevailing NICSI rates at the sole discretion of Invest UP.
2. The consultancy firm shall deploy a dedicated team at Invest UP, stationed at Lucknow.
3. The financial quote shall take into account all expenses and tax liability including GST etc.
4. The financial quote should include all remuneration for all the personnel except national and international travel.
5. In case of national and international travel, all the expenses incurred on travelling (including air travel, lodging, fooding, local conveyance etc.) shall be reimbursed in terms of Government T.A. Rules or Invest UP may arrange the same.
6. Payment of fee to consultant will be made on quarterly basis on receipt of bill along with work done summary.
7. Consultancy firm would be required to submit report on work done on monthly basis by 10th day of following month.
8. The selection of consultancy firm for this project shall initially be for a period of 03 (Three) years with a provision of its extension up to 01 (one) + 01 (one) year, if required by Invest UP, on the existing terms & conditions and a fee escalation of 5%.

SECTION–IV

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

A. Eligibility Criteria:

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

Main Criteria	Experience Criteria
Empanelment with DEA	The Bidder should be an empaneled Transaction Advisor with the Department of Economic Affairs, Ministry of Finance, Government of India. (Department of Economic Affairs (DEA), Ministry of Finance, Government of India - Empanelment No. 2/3/2021–PPP, 5th Feb 2026) **Under Category - 1**

a) Bid should comprise of following sections:

i. Technical Bid

ii. Financial Bid

b) Both the bids must be submitted separately on GeM portal http://www.gem.gov.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

Main Criteria	Sub-criteria	Max marks
A. Prior Experience of the Consultant	Experience of working in a PPP Cell of any State Government/ Central Government/Public Sector Undertaking (PSU), or their agencies. Eligible Projects Experience shall have PPP Cell operational for at least one year in last 10 years from the date of submission of bid 5 marks for each eligible project, subject to a maximum of 10 marks. (Annexure–IV and Work Orders / Work Completion Certificates required)	10
	Experience of completed PPP transaction advisory up to signing of concession agreement for any State Government/Central Government/Public Sector Undertakings (PSUs), or their agencies in last 10 years from the date of submission of bid. 2 marks for each eligible project, subject to a maximum of 10 marks. (Annexure–V and Work Orders / Work Completion Certificates required)	10
	Experience of PPP transactions involving obtaining in-principle/final approval for Viability Gap Funding (VGF) from DEA/NITI Aayog/Central govt. or their agencies. 2 marks for each eligible project, subject to a maximum of 10 marks. (Annexure–VI and Work Orders / Work Completion Certificates required and supporting document demonstrating the requirement of involving obtaining/appraising for in-principle/final approval for Viability Gap Funding)	10
B. Approach	Presentation on understanding of the assignment and approach & methodology Experience in similar assignments Understanding of the project Approach & Methodology Project Execution Plan	20
C. Key personnel	Key personnel proposed for the project	50
Total		**100**

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. Only projects carried out in India will be considered for evaluation

C. Evaluation of key personnel proposed for the project

Team Member	Criteria	Max marks
Team Leader (Full Time – 1)	▸ Master's degree in economics/ marketing/ planning/ management or MBA/PGDM or equivalent, with minimum 10 years of relevant experience • Desired qualification – 3.5 marks • Desired experience – 3.5 marks ▸ Must have at least 5 years of experience in working full time for any state/central government or their agencies in projects related to economic development/ PPP / development & marketing of industrial projects in the State/ regulatory framework development or related works. • 1 project – 6 marks • 2 projects – 9 marks	16
Project Development Expert (Full Time – 1)	▸ Master's degree in economics /marketing /planning /management or MBA/PGDM or equivalent, with minimum 5 years of relevant experience • Desired qualification – 1.5 mark • Desired experience – 1.5 mark ▸ Must have 3 years of experience in working full-time for any Central/State Governments or their agencies in at least one project related to Economic Development / Project Development/PPP/ Multi sectoral development or related works etc. • 1 project – 3 marks • 2 or more projects – 4 marks	7
Procurement Expert / PPP Expert (Full Time – 2)	▸ Master's degree in economics / finance / Infrastructure / Planning / Management or MBA/PGDM or equivalent, with minimum 5 years of relevant experience • Desired qualification – 1.5 mark • Desired experience – 1.5 mark ▸ Must have 3 years of experience involving Procurement /PPP/ Economic Development / Project Development/ finance or related works. • 1 project – 1 mark • 2 or more projects – 2 marks	5X2=10

Legal Expert cum Contract Specialist (Full Time – 1)	▸ Bachelor's degree in law, with minimum 5 Years of relevant experience • Desired qualification – 1.5 mark • Desired experience – 1.5 mark ▸ Must have 3 years of experience involving Legal /Contract Expert for infrastructure project or related works. • 1 project – 1 mark ▸ 2 or more projects – 2 marks	5
Policy & Regulatory Expert (Full Time – 1)	▸ Master's degree in economics/public policy /planning /management or MBA/PGDM or equivalent, with minimum 5 years of relevant experience • Desired qualification – 1.5 mark • Desired experience – 1.5 mark ▸ Must have 3 years of experience in working full time for any State Government in at least one project involving regulatory reforms/ framework development/Policy or related works. • 1 project – 1 mark • 2 or more projects – 2 marks	5
Finance Expert (Full Time – 1)	▸ Master's degree in economics/ finance/ Infrastructure/ Management or MBA/PGDM or equivalent, with minimum 5 years of relevant experience • Desired qualification – 1.5 mark • Desired experience – 1.5 mark ▸ Must have 3 years of experience working full time in at least one project involving financial planning/PPP/financial modeling or related works. • 1 project – 1 mark • 2 or more projects – 2 marks	5
Project Management & Coordination (Full Time – 1)	▸ Master's degree in economics/management or MBA/PGDM or equivalent, with minimum 5 years of relevant experience • Desired qualification – 0.5 mark • Desired experience – 0.5 mark ▸ Must have 3 years of experience working full time in at least one project involving project management/infrastructure planning / or related works. • 1 project – 0.5 mark • 2 or more projects – 1 mark	2

D. 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.

E. 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 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.
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.

F. Negotiations

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

G. Award of Contract

In a particular case of selection of consultants, 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 x 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: 100x100/ 120.	= 83 points
B: 100x100/ 100.	=100 points
C: 100x100/ 110.	= 91 points

In the combined evaluation, thereafter, the evaluation committee calculated the combined Technical and Financial score as under:

Proposal A: 70x0.80 + 83x0.20	=72.6 points
Proposal B: 80x0.80 + 100x0.20	=84 points
Proposal C: 90x0.80 + 91x0.20	=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.

H. 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.

I. 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.

SECTION – V

STANDARD TERMS & CONDITIONS

Without limitation on the generality of this rule, consultants 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 an sub- consultants) that have a business or family relationship with such members(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 with 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 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 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.

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

SECTION–VI

Annexure–I

TECHNICAL PROPOSAL SUBMISSION FORM

CONSULTANT'S GENERAL INFORMATION

Sl#	Particulars	Description/Details	Ref. Documents	Page No.
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……..

Annexure–II

TEAM COMPOSITION AND TASK ASSIGNMENTS

Technical/Managerial Staff

Sl.#	Name	Qualification	Position
1			
2			
3			
4			
5			
6			
7			

Signature ……

In the capacity of ……..

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

Date……

Place……

Annexure–III

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: ……..

Annexure–IV

FORMAT OF PROJECT EXPERIENCE

Experience of working in a PPP Cell of any State Government/ Central Government/Public Sector Undertaking (PSU), or their agencies.
Projects credentials relevant to the criteria should be attached (As specified in the Evaluation Criteria):
Project 1/2/3:

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……

Annexure–V

FORMAT OF PROJECT EXPERIENCE

Experience of completed PPP transaction advisory up to signing of concession agreement for any State Government/Central Government/Public Sector Undertakings (PSUs), or their agencies in last 10 years from the date of submission of bid.
Projects credentials relevant to the criteria should be attached (As specified in the Evaluation Criteria):
Project 1/2/3:

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……

Annexure–VI

FORMAT OF PROJECT EXPERIENCE

Experience of PPP transactions involving obtaining in principle/final approval for Viability Gap Funding (VGF) from DEA/NITI Aayog/Central govt. or their agencies.
Projects credentials relevant to the criteria should be attached (As specified in the Evaluation Criteria):
Project 1/2/3:

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……

Annexure–VII

PROPOSAL SUBMISSION FORM

To
The Chief Executive Officer,
Invest UP,
6th 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 Transaction Advisor (TA) for establishment of Project management Unit (PMU) in PPP Cell of 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 empaneled 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 Transaction Advisor (TA) for establishment of Project management Unit (PMU) in PPP Cell of Invest UP 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

Annexure–VIII

FINANCIAL PROPOSAL SUBMISSION FORM (BoQ)

Subject: Selection of consultant <<name of the Project>>
Sir,
We, the undersigned, offer to provide the services to Invest UP for _____in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal. Our Financial Proposal is as below:

Professional Fee:

(Amount in Indian Rupees)

	Total Professional Fee (INR) inclusive of all taxes
In Figures	
In Words	

Note: The above fee includes all travel, lodging and other out-of-pocket expenses; no additional out-of-pocket expenses would be paid during the engagement.
Our Financial Proposal shall be binding upon us subject to the modifications resulting from contract negotiations, up to expiration of the validity period of the Proposal.
We solemnly affirm that we will strictly adhere to the laws against fraud, corruption and unethical practices, including but not limited to "Prevention of Corruption Act, 1988", during the bidding process and execution of the Contract, in case we are awarded the work. We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,
Authorized Signature {In full and initials:
Name and Title of Signatory:

Annexure – IX

FORM 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 ……2026 at Lucknow between M/s……(name of the Consultant Company selected through the bidding process against the RFP (RFP Ref. No. XXX) for Transaction Advisor (TA) for establishment of Project management Unit (PMU) in PPP Cell of Invest UP referred to as the "First Party", which expression shall include his heirs, executors and administrators/ their successors and M/s Invest UP, 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 Technical Support Unit for Implementation of Public Private Partnership (PPP) projects 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 SIX.

Authorized Signatory of "First Party"	Authorized Signatory of "Second Party"
Signature: Name and Address:	Signature: Name & Address:
Witness for "First Party" Signature: Name & Address	Witness for "Second Party" Signature: Name & Address:

Annexure – X

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 PMU under the Technical Support Unit for Implementation of Public Private Partnership (PPP) projects initiative.
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.

Annexure-XI

Annexure-IX: Declaration Regarding Clean Track Record

[Date]

To,

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

Sir,

I have carefully gone through the Terms & Conditions contained in the RFP Document (No.XXXX) regarding "Transaction Advisor (TA) for establishment of Project management Unit (PMU) in PPP Cell of Invest UP ". I hereby declare that my Company as on date of submission of the proposal is neither blacklisted by Central Government / State Government or instrumentalities thereof nor any criminal case against the Bidder / Its Partners / Directors / Agents is pending before any court of Law. I further certify that I am competent officer in my Company to make this declaration.

Yours faithfully,

(Signature of the Bidder) Printed Name Designation
Seal Date:
Business Address: