



REQUEST FOR PROPOSAL

Long Term Agreement (LTA) for "Energy Audit & Renewable Energy feasibility assessment of MSMEs in Jharkhand, Madhya Pradesh, and Uttar Pradesh, INDIA"

RFP No.: [RFP-039-IND-2022]

Project: Leveraging Nationally Determined Contributions (NDCs) to achieve net-zero emissions and climate-resilient development, in response to the climate emergency

Country: [INDIA]

Issued on: 1 April 2022

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Section 1. Letter of Invitation

Subject: Long Term Agreement (LTA) for "Energy Audit & Renewable Energy feasibility assessment of MSMEs in Jharkhand, Madhya Pradesh, and Uttar Pradesh, INDIA"

The United Nations Development Programme (UNDP) hereby invites you to submit a Proposal to this Request for Proposal (RFP) for the above-referenced subject.

This RFP includes the following documents and the General Terms and Conditions of Contract which is inserted in the Bid Data Sheet (BDS):

- Section 1: This Letter of Invitation
- Section 2: Instruction to Bidders
- Section 3: Bid Data Sheet (BDS)
- Section 4: Evaluation Criteria
- Section 5: Terms of Reference
- Section 6: Returnable Bidding Forms
 - o Form A: Technical Proposal Submission Form
 - o Form B: Bidder Information Form
 - o Form C: Joint Venture/Consortium/Association Information Form
 - o Form D: Qualification Form
 - o Form E: Format of Technical Proposal
 - o Form F: Financial Proposal Submission Form
 - o Form G: Financial Proposal Form
 - o Form H: Bid / No Bid Confirmation Form
- Section 7: Templates
 - o Form A: Model Contract

If you are interested in submitting a Proposal in response to this RFP, please prepare your Proposal in accordance with the requirements and procedure as set out in this RFP and submit it by the Deadline for Submission of Proposals set out in Bid Data Sheet.

Please acknowledge receipt of this RFP by sending an email to [vijay.thapliyal@undp.org], indicating whether you intend to submit a Proposal or otherwise. You may also utilize the "Accept Invitation" function in eTendering system, where applicable. This will enable you to receive amendments or updates to the RFP. Should you require further clarifications, kindly communicate with the contact person/s identified in the attached Bid Data Sheet as the focal point for queries on this RFP.

UNDP looks forward to receiving your Proposal and thank you in advance for your interest in UNDP procurement opportunities.

Issued by:

Approved by:

Name: [Vijay Kumar Thapliyal]

Title: [Procurement Associate]

Date: **April 1, 2022**

Name: [Arun Arumughan]

Title: [Procurement Analyst]

Date: **April 1, 2022**

Section 2. Instruction to Bidders

A. GENERAL PROVISIONS	
1. Introduction	<p>1.1 Bidders shall adhere to all the requirements of this RFP, including any amendments in writing by UNDP. This RFP is conducted in accordance with the UNDP Programme and Operations Policies and Procedures (POPP) on Contracts and Procurement which can be accessed at https://popp.undp.org/SitePages/POPPBSUnit.aspx?TermID=254a9f96-b883-476a-8ef8-e81f93a2b38d</p> <p>1.2 Any Proposal submitted will be regarded as an offer by the Bidder and does not constitute or imply the acceptance of the Proposal by UNDP. UNDP is under no obligation to award a contract to any Bidder as a result of this RFP.</p> <p>1.3 As part of the bid, it is desired that the Bidder registers at the United Nations Global Marketplace (UNGM) website (www.ungm.org). The Bidder may still submit a bid even if not registered with the UNGM. However, if the Bidder is selected for contract award, the Bidder must register on the UNGM prior to contract signature.</p>
2. Fraud & Corruption, Gifts and Hospitality	<p>2.1 UNDP strictly enforces a policy of zero tolerance on proscribed practices, including fraud, corruption, collusion, unethical or unprofessional practices, and obstruction of UNDP vendors and requires all bidders/vendors observe the highest standard of ethics during the procurement process and contract implementation. UNDP's Anti-Fraud Policy can be found at http://www.undp.org/content/undp/en/home/operations/accountability/audit/office_of_audit_andinvestigation.html#antife</p> <p>2.2 Bidders/vendors shall not offer gifts or hospitality of any kind to UNDP staff members including recreational trips to sporting or cultural events, theme parks or offers of holidays, transportation, or invitations to extravagant lunches or dinners.</p> <p>2.3 In pursuance of this policy, UNDP</p> <p style="padding-left: 20px;">(a) Shall reject a proposal if it determines that the selected bidder has engaged in any corrupt or fraudulent practices in competing for the contract in question;</p> <p style="padding-left: 20px;">(b) Shall declare a vendor ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it determines that the vendor has engaged in any corrupt or fraudulent practices in competing for, or in executing a UNDP contract.</p> <p>2.4 All Bidders must adhere to the UN Supplier Code of Conduct, which may be found at http://www.un.org/depts/ptd/pdf/conduct_english.pdf</p>
3. Eligibility	<p>3.1 A vendor should not be suspended, debarred, or otherwise identified as ineligible by any UN Organization or the World Bank Group or any other international Organization. Vendors are therefore required to disclose to UNDP whether they are subject to any sanction or temporary suspension imposed by these organizations.</p> <p>3.2 It is the Bidder's responsibility to ensure that its employees, joint venture members, sub-contractors, service providers, suppliers and/or their employees meet the eligibility requirements as established by UNDP.</p>

<p>4. Conflict of Interests</p>	<p>4.1 Bidders must strictly avoid conflicts with other assignments or their own interests, and act without consideration for future work. Bidders found to have a conflict of interest shall be disqualified. Without limitation on the generality of the above, Bidders, and any of their affiliates, shall be considered to have a conflict of interest with one or more parties in this solicitation process, if they:</p> <ul style="list-style-type: none"> a) Are or have been associated in the past, with a firm or any of its affiliates which have been engaged by UNDP to provide services for the preparation of the design, specifications, Terms of Reference, cost analysis/estimation, and other documents to be used for the procurement of the goods and services in this selection process; b) Were involved in the preparation and/or design of the programme/project related to the services requested under this RFP; or c) Are found to be in conflict for any other reason, as may be established by, or at the discretion of UNDP. <p>4.2 In the event of any uncertainty in the interpretation of a potential conflict of interest, Bidders must disclose to UNDP, and seek UNDP’s confirmation on whether or not such a conflict exists.</p> <p>4.3 Similarly, the Bidders must disclose in their proposal their knowledge of the following:</p> <ul style="list-style-type: none"> a) If the owners, part-owners, officers, directors, controlling shareholders, of the bidding entity or key personnel are family members of UNDP staff involved in the procurement functions and/or the Government of the country or any Implementing Partner receiving services under this RFP; and b) All other circumstances that could potentially lead to actual or perceived conflict of interest, collusion or unfair competition practices. <p>Failure to disclose such an information may result in the rejection of the proposal or proposals affected by the non-disclosure.</p> <p>4.4 The eligibility of Bidders that are wholly or partly owned by the Government shall be subject to UNDP’s further evaluation and review of various factors such as being registered, operated and managed as an independent business entity, the extent of Government ownership/share, receipt of subsidies, mandate and access to information in relation to this RFP, among others. Conditions that may lead to undue advantage against other Bidders may result in the eventual rejection of the Proposal.</p>
<p>B. PREPARATION OF PROPOSALS</p>	
<p>5. General Considerations</p>	<p>5.1 In preparing the Proposal, the Bidder is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal.</p> <p>5.2 The Bidder will not be permitted to take advantage of any errors or omissions in the RFP. Should such errors or omissions be discovered, the Bidder must notify the UNDP</p>
<p>6. Cost of Preparation of Proposal</p>	<p>6.1 The Bidder shall bear any and all costs related to the preparation and/or submission of the Proposal, regardless of whether its Proposal was selected or not. UNDP shall not be responsible or liable for those costs, regardless of the conduct or outcome of the procurement process.</p>
<p>7. Language</p>	<p>7.1 The Proposal, as well as any and all related correspondence exchanged by the</p>

	Bidder and UNDP, shall be written in the language (s) specified in the BDS.
8. Documents Comprising the Proposal	<p>8.1 The Proposal shall comprise of the following documents:</p> <ul style="list-style-type: none"> a) Documents Establishing the Eligibility and Qualifications of the Bidder; b) Technical Proposal; c) Financial Proposal; d) Proposal Security, if required by BDS; e) Any attachments and/or appendices to the Proposal.
9. Documents Establishing the Eligibility and Qualifications of the Bidder	<p>9.1 The Bidder shall furnish documentary evidence of its status as an eligible and qualified vendor, using the Forms provided under Section 6 and providing documents required in those forms. In order to award a contract to a Bidder, its qualifications must be documented to UNDP's satisfaction.</p>
10. Technical Proposal Format and Content	<p>10.1 The Bidder is required to submit a Technical Proposal using the Standard Forms and templates provided in Section 6 of the RFP.</p> <p>10.2 The Technical Proposal shall not include any price or financial information. A Technical Proposal containing material financial information may be declared non-responsive.</p> <p>10.3 Samples of items, when required as per Section 5, shall be provided within the time specified and unless otherwise specified by UNDP, and at no expense to UNDP</p> <p>10.4 When applicable and required as per Section 5, the Bidder shall describe the necessary training programme available for the maintenance and operation of the services and/or equipment offered as well as the cost to the UNDP. Unless otherwise specified, such training as well as training materials shall be provided in the language of the Bid as specified in the BDS.</p>
11. Financial Proposals	<p>11.1 The Financial Proposal shall be prepared using the Standard Form provided in Section 6 of the RFP. It shall list all major cost components associated with the services, and the detailed breakdown of such costs.</p> <p>11.2 Any output and activities described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, as well as in the final total price.</p> <p>11.3 Prices and other financial information must not be disclosed in any other place except in the financial proposal.</p>
12. Proposal Security	<p>12.1 A Proposal Security, if required by BDS, shall be provided in the amount and form indicated in the BDS. The Proposal Security shall be valid up to thirty (30) days after the final date of validity of the Proposal.</p> <p>12.2 The Proposal Security shall be included along with the Technical Proposal. If Proposal Security is required by the RFP but is not found along with the Technical Proposal, the Proposal shall be rejected.</p> <p>12.3 If the Proposal Security amount or its validity period is found to be less than what is required by UNDP, UNDP shall reject the Proposal.</p> <p>12.4 In the event an electronic submission is allowed in the BDS, Bidders shall include a copy of the Bid Security in their proposal and the original of the Proposal</p>

	<p>Security must be sent via courier or hand delivery as per the instructions in BDS.</p> <p>12.5 The Proposal Security may be forfeited by UNDP, and the Proposal rejected, in the event of any one or combination, of the following conditions:</p> <ul style="list-style-type: none"> a) If the Bidder withdraws its offer during the period of the Proposal Validity specified in the BDS, or; b) In the event that the successful Bidder fails: <ul style="list-style-type: none"> i. to sign the Contract after UNDP has issued an award; or <p>12.6 to furnish the Performance Security, insurances, or other documents that UNDP may require as a condition precedent to the effectivity of the contract that may be awarded to the Bidder.</p>
<p>13. Currencies</p>	<p>13.1 All prices shall be quoted in the currency or currencies indicated in the BDS. Where Proposals are quoted in different currencies, for the purposes of comparison of all Proposals:</p> <ul style="list-style-type: none"> a) UNDP will convert the currency quoted in the Proposal into the UNDP preferred currency, in accordance with the prevailing UN operational rate of exchange on the last day of submission of Proposals; and b) In the event that UNDP selects a proposal for award that is quoted in a currency different from the preferred currency in the BDS, UNDP shall reserve the right to award the contract in the currency of UNDP's preference, using the conversion method specified above.
<p>14. Joint Venture, Consortium or Association</p>	<p>14.1 If the Bidder is a group of legal entities that will form or have formed a Joint Venture (JV), Consortium or Association for the Proposal, they shall confirm in their Proposal that : (i) they have designated one party to act as a lead entity, duly vested with authority to legally bind the members of the JV, Consortium or Association jointly and severally, which shall be evidenced by a duly notarized Agreement among the legal entities, and submitted with the Proposal; and (ii) if they are awarded the contract, the contract shall be entered into, by and between UNDP and the designated lead entity, who shall be acting for and on behalf of all the member entities comprising the joint venture.</p> <p>14.2 After the Deadline for Submission of Proposal, the lead entity identified to represent the JV, Consortium or Association shall not be altered without the prior written consent of UNDP.</p> <p>14.3 The lead entity and the member entities of the JV, Consortium or Association shall abide by the provisions of Clause 9 herein in respect of submitting only one proposal.</p> <p>14.4 The description of the organization of the JV, Consortium or Association must clearly define the expected role of each of the entity in the joint venture in delivering the requirements of the RFP, both in the Proposal and the JV, Consortium or Association Agreement. All entities that comprise the JV, Consortium or Association shall be subject to the eligibility and qualification assessment by UNDP.</p> <p>14.5 A JV, Consortium or Association in presenting its track record and experience should clearly differentiate between:</p> <ul style="list-style-type: none"> a) Those that were undertaken together by the JV, Consortium or Association; and

	<p>b) Those that were undertaken by the individual entities of the JV, Consortium or Association.</p> <p>14.6 Previous contracts completed by individual experts working privately but who are permanently or were temporarily associated with any of the member firms cannot be claimed as the experience of the JV, Consortium or Association or those of its members, but should only be claimed by the individual experts themselves in their presentation of their individual credentials.</p> <p>14.7 JV, Consortium or Associations are encouraged for high value, multi-sectoral requirements when the spectrum of expertise and resources required may not be available within one firm.</p>
15. Only One Proposal	<p>15.1 The Bidder (including the individual members of any Joint Venture) shall submit only one Proposal, either in its own name or as part of a Joint Venture.</p> <p>15.2 Proposals submitted by two (2) or more Bidders shall all be rejected if they are found to have any of the following:</p> <ol style="list-style-type: none"> a) they have at least one controlling partner, director or shareholder in common; or b) any one of them receive or have received any direct or indirect subsidy from the other/s; or c) they have the same legal representative for purposes of this RFP; or d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about, or influence on the Proposal of, another Bidder regarding this RFP process; e) they are subcontractors to each other's Proposal, or a subcontractor to one Proposal also submits another Proposal under its name as lead Bidder; or f) some key personnel proposed to be in the team of one Bidder participates in more than one Proposal received for this RFP process. This condition relating to the personnel, does not apply to subcontractors being included in more than one Proposal.
16. Proposal Validity Period	<p>16.1 Proposals shall remain valid for the period specified in the BDS, commencing on the Deadline for Submission of Proposals. A Proposal valid for a shorter period may be rejected by UNDP and rendered non-responsive.</p> <p>16.2 During the Proposal validity period, the Bidder shall maintain its original Proposal without any change, including the availability of the Key Personnel, the proposed rates and the total price.</p>
17. Extension of Proposal Validity Period	<p>17.1 In exceptional circumstances, prior to the expiration of the proposal validity period, UNDP may request Bidders to extend the period of validity of their Proposals. The request and the responses shall be made in writing, and shall be considered integral to the Proposal.</p> <p>17.2 If the Bidder agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal.</p> <p>17.3 The Bidder has the right to refuse to extend the validity of its Proposal, and in which case, such Proposal will not be further evaluated.</p>
18. Clarification of Proposal	<p>18.1 Bidders may request clarifications on any of the RFP documents no later than the date indicated in the BDS. Any request for clarification must be sent in writing in the manner indicated in the BDS. If inquiries are sent other than specified channel, even if they are sent to a UNDP staff member, UNDP shall have no</p>

	<p>obligation to respond or confirm that the query was officially received.</p> <p>18.2 UNDP will provide the responses to clarifications through the method specified in the BDS.</p> <p>18.3 UNDP shall endeavor to provide responses to clarifications in an expeditious manner, but any delay in such response shall not cause an obligation on the part of UNDP to extend the submission date of the Proposals, unless UNDP deems that such an extension is justified and necessary.</p>
19.Amendment of Proposals	<p>19.1 At any time prior to the deadline of Proposal submission, UNDP may for any reason, such as in response to a clarification requested by a Bidder, modify the RFP in the form of an amendment to the RFP. Amendments will be made available to all prospective bidders.</p> <p>19.2 If the amendment is substantial, UNDP may extend the Deadline for submission of proposal to give the Bidders reasonable time to incorporate the amendment into their Proposals.</p>
20.Alternative Proposals	<p>20.1 Unless otherwise specified in the BDS, alternative proposals shall not be considered. If submission of alternative proposal is allowed by BDS, a Bidder may submit an alternative proposal, but only if it also submits a proposal conforming to the RFP requirements. UNDP shall only consider the alternative proposal offered by the Bidder whose conforming proposal ranked the highest as per the specified evaluation method. Where the conditions for its acceptance are met, or justifications are clearly established, UNDP reserves the right to award a contract based on an alternative proposal.</p> <p>20.2 If multiple/alternative proposals are being submitted, they must be clearly marked as "Main Proposal" and "Alternative Proposal"</p>
21.Pre-Bid Conference	<p>21.1 When appropriate, a Bidder's conference will be conducted at the date, time and location specified in the BDS. All Bidders are encouraged to attend. Non-attendance, however, shall not result in disqualification of an interested Bidder. Minutes of the Bidder's conference will be disseminated on the procurement website and shared by email or on the e-Tendering platform as specified in the BDS. No verbal statement made during the conference shall modify the terms and conditions of the RFP, unless specifically incorporated in the Minutes of the Bidder's Conference or issued/posted as an amendment to RFP.</p>
C. SUBMISSION AND OPENING OF PROPOSALS	
22.Submission	<p>22.1 The Bidder shall submit a duly signed and complete Proposal comprising the documents and forms in accordance with the requirements in the BDS. The submission shall be in the manner specified in the BDS.</p> <p>22.2 The Proposal shall be signed by the Bidder or person(s) duly authorized to commit the Bidder. The authorization shall be communicated through a document evidencing such authorization issued by the legal representative of the bidding entity, or a Power of Attorney, accompanying the Proposal.</p> <p>22.3 Bidders must be aware that the mere act of submission of a Proposal, in and of itself, implies that the Bidder fully accepts the UNDP General Contract Terms and Conditions.</p>

<p>Hard copy (manual) submission</p>	<p>22.4 Hard copy (manual) submission by courier or hand delivery allowed or specified in the BDS shall be governed as follows:</p> <ul style="list-style-type: none"> a) The signed Proposal shall be marked "Original", and its copies marked "Copy" as appropriate. The number of copies is indicated in the BDS. All copies shall be made from the signed original only. If there are discrepancies between the original and the copies, the original shall prevail. b) The Technical Proposal and the Financial Proposal envelopes MUST BE COMPLETELY SEPARATE and each of them must be submitted sealed individually and clearly marked on the outside as either "TECHNICAL PROPOSAL" or "FINANCIAL PROPOSAL", as appropriate. Each envelope SHALL clearly indicate the name of the Bidder. The outer envelopes shall: <ul style="list-style-type: none"> i. Bear the name and address of the bidder; ii. Be addressed to UNDP as specified in the BDS iii. Bear a warning that states <i>"Not to be opened before the time and date for proposal opening"</i> as specified in the BDS. <p>If the envelopes and packages with the Proposal are not sealed and marked as required, UNDP shall assume no responsibility for the misplacement, loss, or premature opening of the Proposal.</p>
<p>Email Submission</p>	<p>22.5 Email submission, if allowed or specified in the BDS, shall be governed as follows:</p> <ul style="list-style-type: none"> a) Electronic files that form part of the proposal must be in accordance with the format and requirements indicated in BDS; b) The Technical Proposal and the Financial Proposal files MUST BE COMPLETELY SEPARATE. The financial proposal shall be encrypted with different passwords and clearly labelled. The files must be sent to the dedicated email address specified in the BDS. c) The password for opening the Financial Proposal should be provided only upon request of UNDP. UNDP will request password only from bidders whose Technical Proposal has been found to be technically responsive. Failure to provide correct password may result in the proposal being rejected.
<p>eTendering submission</p>	<p>22.6 Electronic submission through eTendering, if allowed or specified in the BDS, shall be governed as follows:</p> <ul style="list-style-type: none"> a) Electronic files that form part of the proposal must be in accordance with the format and requirements indicated in BDS; b) The Technical Proposal and the Financial Proposal files MUST BE COMPLETELY SEPARATE and each of them must be uploaded individually and clearly labelled. d) The Financial Proposal file must be encrypted with a password so that it cannot be opened nor viewed until the password is provided. The password for opening the Financial Proposal should be provided only upon request of UNDP. UNDP will request password only from bidders whose technical proposal has been found to be technically responsive. Failure to provide the correct password may result in the proposal being rejected.

	<p>c) Documents which are required to be in original form (e.g. Bid Security, etc.) must be sent via courier or hand delivery as per the instructions in BDS.</p> <p>d) Detailed instructions on how to submit, modify or cancel a bid in the eTendering system are provided in the eTendering system Bidder User Guide and Instructional videos available on this link: http://www.undp.org/content/undp/en/home/operations/procurement/business/procurement-notices/resources/</p>
23. Deadline for Submission of Proposals and Late Proposals	<p>23.1 Complete Proposals must be received by UNDP in the manner, and no later than the date and time, specified in the BDS. UNDP shall only recognize the date and time that the bid was received by UNDP</p> <p>23.2 UNDP shall not consider any Proposal that is submitted after the deadline for the submission of Proposals.</p>
24. Withdrawal, Substitution, and Modification of Proposals	<p>24.1 A Bidder may withdraw, substitute or modify its Proposal after it has been submitted at any time prior to the deadline for submission.</p> <p>24.2 Manual and Email submissions: A bidder may withdraw, substitute or modify its Proposal by sending a written notice to UNDP, duly signed by an authorized representative, and shall include a copy of the authorization (or a Power of Attorney). The corresponding substitution or modification of the Proposal, if any, must accompany the respective written notice. All notices must be submitted in the same manner as specified for submission of proposals, by clearly marking them as "WITHDRAWAL" "SUBSTITUTION," or "MODIFICATION"</p> <p>24.3 eTendering: A Bidder may withdraw, substitute or modify its Proposal by Canceling, Editing, and re-submitting the proposal directly in the system. It is the responsibility of the Bidder to properly follow the system instructions, duly edit and submit a substitution or modification of the Proposal as needed. Detailed instructions on how to cancel or modify a Proposal directly in the system are provided in Bidder User Guide and Instructional videos.</p> <p>24.4 Proposals requested to be withdrawn shall be returned unopened to the Bidders (only for manual submissions), except if the bid is withdrawn after the bid has been opened</p>
25. Proposal Opening	<p>25.1 There is no public bid opening for RFPs. UNDP shall open the Proposals in the presence of an ad-hoc committee formed by UNDP, consisting of at least two (2) members. In the case of e-Tendering submission, bidders will receive an automatic notification once their proposal is opened.</p>
D. EVALUATION OF PROPOSALS	
26. Confidentiality	<p>26.1 Information relating to the examination, evaluation, and comparison of Proposals, and the recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process, even after publication of the contract award.</p> <p>26.2 Any effort by a Bidder or anyone on behalf of the Bidder to influence UNDP in the examination, evaluation and comparison of the Proposals or contract award decisions may, at UNDP's decision, result in the rejection of its Proposal and may be subject to the application of prevailing UNDP's vendor sanctions procedures.</p>
27. Evaluation of	<p>27.1 The Bidder is not permitted to alter or modify its Proposal in any way after the proposal submission deadline except as permitted under Clause 24 of this RFP.</p>

<p>Proposals</p>	<p>UNDP will conduct the evaluation solely on the basis of the submitted Technical and Financial Proposals.</p> <p>27.2 Evaluation of proposals is made of the following steps:</p> <ul style="list-style-type: none"> a) Preliminary Examination b) Minimum Eligibility and Qualification (if pre-qualification is not done) c) Evaluation of Technical Proposals d) Evaluation of Financial Proposals
<p>28.Preliminary Examination</p>	<p>28.1 UNDP shall examine the Proposals to determine whether they are complete with respect to minimum documentary requirements, whether the documents have been properly signed, and whether the Proposals are generally in order, among other indicators that may be used at this stage. UNDP reserves the right to reject any Proposal at this stage.</p>
<p>29.Evaluation of Eligibility and Qualification</p>	<p>29.1 Eligibility and Qualification of the Bidder will be evaluated against the Minimum Eligibility/Qualification requirements specified in the Section 4 (Evaluation Criteria).</p> <p>29.2 In general terms, vendors that meet the following criteria may be considered qualified:</p> <ul style="list-style-type: none"> a) They are not included in the UN Security Council 1267/1989 Committee's list of terrorists and terrorist financiers, and in UNDP's ineligible vendors' list; b) They have a good financial standing and have access to adequate financial resources to perform the contract and all existing commercial commitments, c) They have the necessary similar experience, technical expertise, production capacity where applicable, quality certifications, quality assurance procedures and other resources applicable to the provision of the services required; d) They are able to comply fully with UNDP General Terms and Conditions of Contract; e) They do not have a consistent history of court/arbitral award decisions against the Bidder; and f) They have a record of timely and satisfactory performance with their clients.
<p>30.Evaluation of Technical and Financial Proposals</p>	<p>30.1 The evaluation team shall review and evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and other RFP documents, applying the evaluation criteria, sub-criteria, and point system specified in the Section 4 (Evaluation Criteria). A Proposal shall be rendered non-responsive at the technical evaluation stage if it fails to achieve the minimum technical score indicated in the BDS. When necessary and if stated in the BDS, UNDP may invite technically responsive bidders for a presentation related to their technical proposals. The conditions for the presentation shall be provided in the bid document where required.</p> <p>30.2 In the second stage, only the Financial Proposals of those Bidders who achieve the minimum technical score will be opened for evaluation. The Financial Proposals corresponding to Technical Proposals that were rendered non-responsive shall remain unopened, and, in the case of manual submission, be returned to the Bidder unopened. For emailed Proposals and e-tendering submissions, UNDP will not request for the password of the Financial Proposals of bidders whose Technical Proposal were found not responsive.</p>

	<p>30.3 The evaluation method that applies for this RFP shall be as indicated in the BDS, which may be either of two (2) possible methods, as follows: (a) the lowest priced method which selects the lowest evaluated financial proposal of the technically responsive Bidders; or (b) the combined scoring method which will be based on a combination of the technical and financial score.</p> <p>30.4 When the BDS specifies a combined scoring method, the formula for the rating of the Proposals will be as follows:</p> <div style="border: 1px solid black; padding: 5px;"> <p><u>Rating the Technical Proposal (TP):</u></p> <p>TP Rating = (Total Score Obtained by the Offer / Max. Obtainable Score for TP) x 100</p> <p><u>Rating the Financial Proposal (FP):</u></p> <p>FP Rating = (Lowest Priced Offer / Price of the Offer Being Reviewed) x 100</p> <p><u>Total Combined Score:</u></p> <p>Combined Score = (TP Rating) x (Weight of TP, e.g. 70%) + (FP Rating) x (Weight of FP, e.g., 30%)</p> </div>
<p>31. Due Diligence</p>	<p>31.1 UNDP reserves the right to undertake a due diligence exercise, also called post qualification, aimed at determining to its satisfaction, the validity of the information provided by the Bidder. Such exercise shall be fully documented and may include, but need not be limited to, all or any combination of the following:</p> <ol style="list-style-type: none"> a) Verification of accuracy, correctness and authenticity of information provided by the Bidder; b) Validation of extent of compliance to the RFP requirements and evaluation criteria based on what has so far been found by the evaluation team; c) Inquiry and reference checking with Government entities with jurisdiction on the Bidder, or with previous clients, or any other entity that may have done business with the Bidder; d) Inquiry and reference checking with previous clients on the performance on on-going or contracts completed, including physical inspections of previous works, as necessary; e) Physical inspection of the Bidder's offices, branches or other places where business transpires, with or without notice to the Bidder; f) Other means that UNDP may deem appropriate, at any stage within the selection process, prior to awarding the contract.
<p>32. Clarification of Proposals</p>	<p>32.1 To assist in the examination, evaluation and comparison of Proposals, UNDP may, at its discretion, ask any Bidder for a clarification of its Proposal.</p> <p>32.2 UNDP's request for clarification and the response shall be in writing and no change in the prices or substance of the Proposal shall be sought, offered, or permitted, except to provide clarification, and confirm the correction of any arithmetic errors discovered by UNDP in the evaluation of the Proposals, in accordance with RFP.</p> <p>32.3 Any unsolicited clarification submitted by a Bidder in respect to its Proposal, which is not a response to a request by UNDP, shall not be considered during</p>

	the review and evaluation of the Proposals.
33.Responsiveness of Proposal	<p>33.1 UNDP’s determination of a Proposal’s responsiveness will be based on the contents of the Proposal itself. A substantially responsive Proposal is one that conforms to all the terms, conditions, TOR and other requirements of the RFP without material deviation, reservation, or omission.</p> <p>33.2 If a Proposal is not substantially responsive, it shall be rejected by UNDP and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.</p>
34.Nonconformities, Repairable Errors and Omissions	<p>34.1 Provided that a Proposal is substantially responsive, UNDP may waive any non-conformities or omissions in the Proposal that, in the opinion of UNDP, do not constitute a material deviation.</p> <p>34.2 UNDP may request the Bidder to submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Proposal related to documentation requirements. Such omission shall not be related to any aspect of the price of the Proposal. Failure of the Bidder to comply with the request may result in the rejection of its Proposal.</p> <p>34.3 For Financial Proposal that has been opened, UNDP shall check and correct arithmetical errors as follows:</p> <ul style="list-style-type: none"> a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of UNDP there is an obvious misplacement of the decimal point in the unit price; in which case the line item total as quoted shall govern and the unit price shall be corrected; b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail. <p>34.4 If the Bidder does not accept the correction of errors made by UNDP, its Proposal shall be rejected.</p>
E. AWARD OF CONTRACT	
35.Right to Accept, Reject, Any or All Proposals	35.1 UNDP reserves the right to accept or reject any Proposal, to render any or all of the Proposals as non-responsive, and to reject all Proposals at any time prior to award of contract, without incurring any liability, or obligation to inform the affected Bidder(s) of the grounds for UNDP’s action. UNDP shall not be obliged to award the contract to the lowest priced offer.
36.Award Criteria	36.1 Prior to expiration of the proposal validity, UNDP shall award the contract to the qualified Bidder based on the award criteria indicated in the BDS.
37.Debriefing	37.1 In the event that a Bidder is unsuccessful, the Bidder may request a debriefing from UNDP. The purpose of the debriefing is to discuss the strengths and weaknesses of the Bidder’s submission, in order to assist the Bidder in improving

	its future proposals for UNDP procurement opportunities. The content of other proposals and how they compare to the Bidder's submission shall not be discussed.
38. Right to Vary Requirements at the Time of Award	38.1 At the time of award of Contract, UNDP reserves the right to vary the quantity of services and/or goods, by up to a maximum twenty-five per cent (25%) of the total offer, without any change in the unit price or other terms and conditions.
39. Contract Signature	39.1 Within fifteen (15) days from the date of receipt of the Contract, the successful Bidder shall sign and date the Contract and return it to UNDP. Failure to do so may constitute sufficient grounds for the annulment of the award, and forfeiture of the Proposal Security, if any, and on which event, UNDP may award the Contract to the Second Ranked Bidder or call for new Proposals.
40. Contract Type and General Terms and Conditions	40.1 The types of Contract to be signed and the applicable UNDP Contract General Terms and Conditions, as specified in BDS, can be accessed at http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html
41. Performance Security	41.1 40.1 A performance security, if required in BDS, shall be provided in the amount specified in BDS and form available at https://popp.undp.org/_layouts/15/WopiFrame.aspx?sourcedoc=/UNDP_POPP_DOCUMENT_LIBRARY/Public/PSU_Solicitation_Performance%20Guarantee%20Form.docx&action=default within fifteen (15) days of the contract signature by both parties. Where a performance security is required, the receipt of the performance security by UNDP shall be a condition for rendering the contract effective.
42. Bank Guarantee for Advanced Payment	42.1 Except when the interests of UNDP so require, it is UNDP's preference to make no advance payment(s) (i.e., payments without having received any outputs). If an advance payment is allowed as per BDS, and exceeds 20% of the total contract price, or USD 30,000, whichever is less, the Bidder shall submit a Bank Guarantee in the full amount of the advance payment in the form available at https://popp.undp.org/_layouts/15/WopiFrame.aspx?sourcedoc=/UNDP_POPP_DOCUMENT_LIBRARY/Public/PSU_Contract%20Management%20Payment%20and%20Taxes_Advanced%20Payment%20Guarantee%20Form.docx&action=default
43. Liquidated Damages	43.1 If specified in BDS, UNDP shall apply Liquidated Damages resulting from the Contractor's delays or breach of its obligations as per the Contract.
44. Payment Provisions	44.1 Payment will be made only upon UNDP's acceptance of the work performed. The terms of payment shall be within thirty (30) days, after receipt of invoice and certification of acceptance of work issued by the proper authority in UNDP with direct supervision of the Contractor. Payment will be effected by bank transfer in the currency of contract.
45. Vendor Protest	45.1 UNDP's vendor protest procedure provides an opportunity for appeal to those persons or firms not awarded a contract through a competitive procurement process. In the event that a Bidder believes that it was not treated fairly, the following link provides further details regarding UNDP vendor protest procedures:

	http://www.undp.org/content/undp/en/home/operations/procurement/business/protest-and-sanctions.html
46. Other Provisions	<p>46.1 In the event that the Bidder offers a lower price to the host Government (e.g. General Services Administration (GSA) of the federal government of the United States of America) for similar services, UNDP shall be entitled to same lower price. The UNDP General Terms and Conditions shall have precedence.</p> <p>46.2 UNDP is entitled to receive the same pricing offered by the same Contractor in contracts with the United Nations and/or its Agencies. The UNDP General Terms and Conditions shall have precedence.</p> <p>46.3 The United Nations has established restrictions on employment of (former) UN staff who have been involved in the procurement process as per bulletin ST/SGB/2006/15 http://www.un.org/en/ga/search/view_doc.asp?symbol=ST/SGB/2006/15&referer</p>

Section 3. Bid Data Sheet

The following data for the services to be procured shall complement, supplement, or amend the provisions in the Request for Proposals. In the case of a conflict between the Instructions to Bidders, the Data Sheet, and other annexes or references attached to the Data Sheet, the provisions in the Data Sheet shall prevail.

BDS No.	Ref. to Section.2	Data	Specific Instructions / Requirements
1	7	Language of the Proposal	English
2		Submitting Proposals for Parts or sub-parts of the TOR (partial bids)	Not Allowed
3	20	Alternative Proposals	Shall not be considered
4	21	Pre-proposal conference	<input checked="" type="checkbox"/> Not Applicable
5	10	Proposal Validity Period	120 days
6	14	Bid Security	<input checked="" type="checkbox"/> Not Required
7	41	Advanced Payment upon signing of contract	Not Allowed
8	42	Liquidated Damages	<p>Will be imposed as follows:</p> <p>0.5% of total contract value per week - up to maximum of 10% of the total contract amount.</p> <p>Next course of action: Termination of Contract</p> <p>The percentage would be applied against total value of each delayed delivery.</p> <p>NOTE: Liquidated Damages will be imposed on case to case basis based on the requirements during secondary bidding.</p>
9	40	Performance Security	Not Required

10	18	Currency of Proposal	Preferred Currency of Bid : Indian Rupees (INR) Bids in other currency also allowed. Reference date for determining UN Operational Exchange Rate : Date of bid submission
11	31	Deadline for submitting requests for clarifications/ questions	5 (Five) days before the submission deadline
12	31	Contact Details for submitting clarifications/questions	E-mail address: bids.india@undp.org
13	18, 19 and 21	Manner of Disseminating Supplemental Information to the RFP and responses/ clarifications to queries	Posted directly to eTendering Once uploaded, Prospective Proposers (i.e. Proposers those have accepted the bid invitation in the system) will be notified via email that changes have occurred. It is the responsibility of the Proposers to view the respective changes and clarifications in the system.
14	23	Deadline for Submission	Date: 14 April 2022 Time: As indicated in eTendering system. Note that system time zone is in EST/EDT (New York) time zone. PLEASE NOTE:- 1. Date and time visible on the main screen of event (on e-tendering portal) will be final and prevail over any other closing time indicated elsewhere, in case they are different. The correct bid closing time is as indicated in the e-tendering portal and system will not accept any bid after that time. It is the responsibility of the bidder to make sure bids are submitted within this deadline. UNDP will not accept any bid that is not submitted directly in the system. 2. Try to submit your bid a day prior or well before the closing time. Do not wait until last minute. If you face any issue submitting your bid at the last minute, UNDP may not be able to assist.
14	22	Allowable Manner of Submitting Proposals	√ e-Tendering
15	22	Proposal Submission Address	https://etendering.partneragencies.org

16	22	Electronic submission (eTendering only) requirements	<ul style="list-style-type: none"> ▪ Format: PDF files only ▪ File names must be maximum 60 characters long and must not contain any letter or special character other than from Latin alphabet/keyboard. ▪ All files must be free of viruses and not corrupted. ▪ Password for financial proposal must not be provided to UNDP until requested by UNDP
17	27 36	Evaluation Method for the Award of Contract	<p>Combined Scoring Method, using the 70% - 30% distribution for technical and financial proposals respectively</p> <p>The minimum technical score required to pass is 70%.</p>
18		Expected date for commencement of Contract	01 May 2022
19		Maximum expected duration of contract	LTA will be for a period of 12 months. The service provider shall be subject to performance evaluation at the end of each quarter.
20	35	UNDP will award the contract to:	<p>One or more Proposers, depending on the following factors :</p> <p>UNDP will enter into Long Term Agreement (LTA) with a maximum of 5 (five) vendors that will be ranked according to the combined scores (Technical 70% + Financial 30%).</p> <p>Top five highest scoring bidders will qualify for Long Term Agreement (LTA) to undertake energy audit of MSME units (Hereafter referred as <u>Empanelled Energy Auditor- EEA</u>). The financial rate provided by an EEA for energy audit of a single MSME unit will be capped as the maximum per unit audit rate for the duration of this LTA.</p> <p>Rates agreed under LTA were maximized; and LTA holder shall quote lower rates during secondary competition depending on the requirements.</p> <p>Subsequently, call-off contract for professional services will be issued, as and when required through secondary competition among the LTA vendors.</p> <p>Actual award of work, as and when required, will be done based on secondary bidding wherein separate financial bid will be solicited from all LTA vendors. No more than 30 energy audits will be awarded to a single EEA over a period of 6 months. In case of additional work financial bid will be invited only from the remaining EEAs. However, on completion of work by an EEA in less than 6 months EEA will be again eligible for other rounds of secondary biddings.</p>
21	39	Type of Contract	Purchase Order and Contract for Goods and Services for UNDP

			http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html
22	39	UNDP Contract Terms and Conditions that will apply	UNDP General Terms and Conditions for Professional Services http://www.undp.org/content/dam/undp/library/corporate/Procurement/english/3.%20UNDP%20GTCs%20for%20Contracts%20(Goods%20and%20-or%20Services)%20-%20Sept%202017.pdf
23		Other Information Related to the RFP	<p>a) Bidders are requested to fill Bid / No Bid confirmation Form (Refer – Section 6 : Form H) and return it prior to bid closing. In case you are not interested, please provide reasons for the same.</p> <p>b) Bidders are encouraged to submit Satisfactory Performance Certificates from past clients who may also be contacted during evaluation for assessing past performance.</p>

Section 4. Evaluation Criteria

Preliminary Examination Criteria

Proposals will be examined to determine whether they are complete and submitted in accordance with RFP requirements as per below criteria on a Yes/No basis:

1. Technical proposal is submitted separate to financial proposal.
2. Financial proposal is password encrypted. If not, proposal will get disqualified. Further disclosing the price on the technical proposal/eTendering portal will also led to disqualification.
3. Submission of CVs of proposed key personnel to be engaged.
4. Submission of latest Business Registration Certificate.
5. Submission of latest Audited Financial Statements for 3 years, including profit & loss account

Minimum Eligibility and Qualification Criteria

Eligibility and Qualification will be evaluated on Pass/Fail basis.

If the Proposal is submitted as a Joint Venture/Consortium/Association, each member should meet minimum criteria, unless otherwise specified in the criterion.

Subject	Criteria	Document Submission requirement
ELIGIBILITY		
Legal Status	Vendor is a legally registered entity.	Form B: Bidder Information Form
Eligibility	Vendor is not suspended, nor debarred, nor otherwise identified as ineligible by any UN Organization or the World Bank Group or any other international Organization in accordance with RFP clause 3.	Form A: Technical Proposal Submission Form
Conflict of Interest	No conflicts of interest in accordance with RFP clause 4.	Form A: Technical Proposal Submission Form
Bankruptcy	Not declared bankruptcy, not involved in bankruptcy or receivership proceedings, and there is no judgment or pending legal action against the vendor that could impair its operations in the foreseeable future.	Form A: Technical Proposal Submission Form
QUALIFICATION		
History of Non-Performing Contracts¹	Non-performance of a contract did not occur as a result of contractor default for the last 3 years.	Form D: Qualification Form

¹ Non-performance, as decided by UNDP, shall include all contracts where (a) non-performance was not challenged by the contractor, including through referral to the dispute resolution mechanism under the respective contract, and (b) contracts that were so challenged but fully settled against the contractor. Non-performance shall not include contracts where Employers decision was overruled by the dispute resolution mechanism. Non-performance must be based on all information on fully settled disputes or litigation, i.e. dispute or litigation that has been resolved in accordance with the dispute resolution mechanism under the respective contract and where all appeal instances available to the Bidder have been exhausted.

Litigation History	No consistent history of court/arbitral award decisions against the Bidder for the last 3 years.	Form D: Qualification Form
Previous Experience	<ul style="list-style-type: none"> • Company Profile which should not exceed ten (10) pages including copy of incorporation/ registration. • A Table demonstrating past contracts executed by the bidder indicating, client name, contract value, planned and actual delivery date. <p>The bidder shall be a registered organization or company or a partnership firm practicing energy audit services in India for last 10 years.</p> <p>The bidder shall at least have 1 Full-time resources (BEE, Accredited Energy Auditor) at the senior level (Partner/ Director/ Head) on its roles having 15 years' experience in energy audit.</p> <p>The bidder shall at least have 2 BEE certified Energy Auditors having at least 5 years' experience in providing energy audit services.</p> <p>NOTE: The bidder must demonstrate the capacity to provide services during the LTA period. The bidder should have sufficient technical personnel.</p> <p>Documents required: Bidders are required to submit evidences (details / documents) in support of compliance to above criteria.</p>	Form D: Qualification Form
Financial Standing	<p>The bidder should have a minimum annual average turnover of US\$ 75 K in the last 3 financial years</p> <p>Bidder must demonstrate the current soundness of its financial standing and indicate its prospective long-term profitability.</p> <p>UNDP shall verify financial capacity of the bidder and had the authority to seek references from concerned parties & banks on the bidder's financial standing. UNDP has the right to reject any bid if submitted by a bidder where investigation leads to a result that this bidder had serious financial problems.</p> <p>Financial capacity to implement the contract as evidenced by independently audited financial accounts for the last three financial years in English, including balance sheet and profit and loss account.</p>	Form D: Qualification Form

Notes:

1. Compliance to above criteria is mandatory and If bidders do not meet any of those, their proposals will not be considered for further evaluation.
2. Bidders are required to submit evidences (details / documents) in support of their submitted criteria - otherwise proposal may be disqualified.

Technical Evaluation Criteria

Summary of Technical Proposal Evaluation Forms		Points Obtainable
1.	Expertise and experience of the bidder	270
2.	Proposed Methodology, Approach and Implementation Plan	250
3.	Management Structure and Key Personnel	150
4.	Organizational commitment to Sustainability	30
Total		700

Section 1. Expertise and experience of the bidder		Points obtainable
1.1	<p>Expertise and experience of the Service Provider in providing energy audit services to government / multilateral/ bilateral organizations.</p> <p>Minimum of 10 years of experience: 75 marks, for every additional year of experience: 5 marks each up to a maximum of 25 marks.</p> <p><u>Documents required:</u> Bidders are required to submit evidences (details / documents) in support of compliance to above criteria</p>	100
1.2	<p>Expertise and experience of the Service Provider in assessment services for renewable energy project (solar PV, Wind and /or biomass).</p> <p>Minimum of 5 years of experience: 60 marks, for every additional year of experience: 5 marks each up to a maximum of 20 marks.</p> <p>Documents required: Bidders are required to submit evidences (details / documents) in support of compliance to above criteria</p>	80
1.3	<p>Expertise and experience of the Service Provider in developing bankable DPR for energy efficiency or renewable energy projects.</p> <p>Minimum of one sample report each for (i) individual DPR for MSME, (ii) comprehensive for at least 20 MSMEs: 60 marks, for every additional sample report: 5 marks each up to a maximum of 30 marks.</p> <p>Documents required: Bidders are required to submit evidences (details / documents) in support of compliance to above criteria</p>	90
Total Section 1		270

Section 2. Proposed Methodology, Approach and Implementation Plan		Points obtainable
2.1	Completeness and responsiveness: The extent to which the proposal responds exhaustively to all the requirements of the RFP.	20
2.2	Proposed Project Plan including a sample plan detailing out dependencies and assumptions with action plan.	30
2.3	<ul style="list-style-type: none"> Existing infrastructure for providing energy audit services – equipment, tools etc. (30 points) Proposed Methodology for Energy Audit (80 points) Proposed Methodology for Renewable Energy Assessment (60 points) Proposed Methodology for developing future strategy of state based on the existing renewable energy and energy efficiency policy of centre and/or state. (30 points) 	200
Total Section 2		250

Section 3. Management Structure and Key Personnel		Points obtainable
3.1	Project Director: A Single point of Contact (SPOC) for UNDP for communication and interaction.	30
		Sub-Score
	<u>Relevant Qualification:</u> <ul style="list-style-type: none"> Master’s Degree in Engineering BEE accredited energy auditor 	15
	<u>Experience:</u> Minimum 15 years of relevant experience with at least 12 years’ experience in comprehensive Energy Audit. <ul style="list-style-type: none"> Should have led large audit teams/ organization of at least 10 personnel 	15
3.2	Audit Lead	30
		Sub-Score
	<u>Relevant Qualification:</u> Bachelors/ Master’s degree in engineering.	10
	<u>Experience:</u> Minimum 8 years of relevant experience with fluency in English and Hindi. <ul style="list-style-type: none"> Should be BEE certified by Energy Auditor/ Energy Manager Should have at least 8 years’ experience in energy audit Experience with all forms of audit Should have led audit teams/ organization of at least 5 personnel Should have completed at least 10 energy audits 	20

Section 3. Management Structure and Key Personnel			Points obtainable
3.3	Audit Support.		20
		Sub-Score	
	<u>Relevant Qualification:</u> Bachelors/ Master's degree in engineering	10	
	<u>Experience:</u> • Should have at least 3 years' experience in comprehensive energy audit • Experience with all forms of audit requirements • Should have completed at least 5 energy audits.	10	
3.4	Other key Personnel		70
	<ul style="list-style-type: none"> • Financial Expert (1 no.), (20 Points) • Certified Energy Auditor (1 no.) – part of field team (30 Points) • Engineers (2 nos.) to assist field study – part of field team (20 points) 		
Total Section 3			150

Section 4. Organizational commitment to Sustainability		Points obtainable
4.1	<ul style="list-style-type: none"> - Quality Certificate (ISO 9001:2008 / CMMI Level) – 10 points -Organization is a member of the UN Global Compact -10 points (if organization is applied for membership of the UN Global Compact – 5 points) -Organization demonstrates significant commitment to sustainability through some other means- 10 points, for example internal company policy documents on women empowerment, renewable energies or membership of trade institutions promoting such issues 	30
Total Section 4		30

Section 5. Terms of Reference

Long Term Agreement (LTA) for "Energy Audit & Renewable Energy feasibility assessment of MSMEs in Jharkhand, Madhya Pradesh, and Uttar Pradesh, INDIA"

1. Background

The climate change crisis faced by the planet impacts both the poor and the rich in the world irrespective of their national and regional affiliations. The goal of the Paris Agreement is to limit the global temperature rise to 1.5°C. But the pledges by governments to date fall well short of what is required to bring down global energy-related carbon dioxide emissions to lower levels by 2050. Countries need to not only step up their commitments for enhanced climate actions but also walk the talk. Taking action on climate change not only helps address this severe crisis but also helps judicious use of earth's resources.

India has acted proactively to climate change. Starting with eight national missions to address climate change in 2008, India has continuously revised its own target to accelerate its actions on delivering Climate Justice. India's stand is significant because India's per capita contribution to carbon dioxide emissions is considerably lower than the world average. India almost met its Nationally Determined Contribution (NDC) commitments made at Paris. India revised and made more ambitious commitments going forward. In the recently concluded COP26, India presented its NDC as follows: First – India will reach its non-fossil energy capacity to 500 GW by 2030; Second – India will meet 50 percent of its energy requirements from renewable energy by 2030; Third – India will reduce the total projected carbon emissions by one billion tonnes from now onwards till 2030; Fourth – By 2030, India will reduce the carbon intensity of its economy by less than 45 percent; and fifth – by the year 2070, India will achieve the target of Net Zero Emissions.

The Japan Supplementary Budget 2021 has extended a global grant to 23 Countries for a project aimed at leveraging Nationally Determined Contribution (NDCs) to achieve net-zero emission and climate-resilient development, in response to the climate emergency. UNDP India with financial support from Government of Japan and in partnership with Ministry of New and Renewable Energy, Ministry of Earth Sciences, Indian Meteorological Department is implementing the project titled - Leveraging Nationally Determined Contributions (NDCs) to achieve net-zero emissions and climate-resilient development, in response to the climate emergency to address the above-mentioned impediments towards achievement of NDCs.

India has a total of 633.88 Lakhs Micro, Small and Medium Enterprises (MSME). After 14 years since the MSME Development Act came into existence in 2006, a revision in MSME

definition was announced in the Atmanirbhar Bharat package on 13th May 2020 and further revised on 01.06.2020. Thus, the present definition of MSME is as follows;

Table 1. MSME Categorisation

Category	Investment in Plant & Machinery (INR)	Turnover (INR)
Micro	Less than 1 Crore	More than 5 Crore
Small	Above 10 Crore	Above 50 Crore
Medium	Above 50 Crore	Above 250 Crore

Micro sector with 630.52 lakh estimated enterprises accounts for more than 99% of total estimated number of MSMEs. Small sector with 3.31 lakh and medium sector with 0.05 lakh estimated MSMEs accounted for 0.52% and 0.01% of total estimated MSMEs, respectively. Out of 633.88 lakh estimated number of MSMEs, 324.88 lakh MSMEs (51.25%) are in rural area and 309 lakh MSMEs (48.75%) are in the urban areas.

MSME's contribution to the Indian economy is significant and salient achievements are as below:

- MSMEs contribute to 30% of India's Gross Domestic Product
- The share of export of specified MSME related products to All India exports during 2019-20 and 2020-21 was 49.8% and 49.5% respectively².
- As per 73rd Round of NSS Report on Unincorporated Non-Agricultural Enterprises' (July 2015- June 2016) conducted by Ministry of Statistics & PI, estimated number of workers in MSME sector was 11.10 crore.

However, many of these MSME units, continue to use old technologies, processes and methods, there by inefficient and struggle to be competitive in global arena. They lack professional inputs and often hesitate to invest in such inputs due to paucity of confidence on outcome from such advises. The first step to correct this situation and to be more effective is to assess the baseline through audits, assess the situation and provide professional inputs.

UNDP through this project aims to conduct investment grade energy audits. In addition, it is planned to carry out renewable energy assessments and develop customised technology packages benefitting about 120 MSMEs units.

² <https://www.pib.gov.in/PressReleasePage.aspx?PRID=1744032>

2. Objective

Objective of this assignment is to promote energy efficient technology and Renewable Energy systems in automobile and textile MSMEs. The stated objective is to be achieved through investment grade energy audit (IGEA), assessment of potential for Renewable Energy systems and provide concrete recommendations with specifications in about 100-125 MSMEs across clusters in Jharkhand, Madhya Pradesh and Uttar Pradesh.

UNDP India intends to empanel five eligible agencies to achieve the above objective.

3. Scope of Work

Detailed Scope of work is outlined as follows. The Service provider/ agency should:

1. Coordinate with (i) UNDP, (ii) MSME associations, (iii) State Industries department, etc. for identification of MSME units in the clusters suggested by UNDP.
2. Conduct a detailed survey/detailed energy audit/ walk through energy audit in the allotted number of MSME units. Survey should include following data (but not limited to) collection of:

General information of the unit such as (i) Name of the company/unit, (ii) Name and contact details of the head of the company/ unit, (iii) management information, (iv) location/address- geo-coordinate (longitude and latitude), (v) operational days, (vi) type of material used, (vii) final product, etc.

3. Energy specific information (i) list of electrical/thermal supply systems, (ii) electrical energy use and its pattern (Load point Single Line Diagram – sanctioned contract demand- inventory of electrical and electronic appliances/ equipment actual connected load, connected load vs sanctioned load-metering arrangement – consumer details), (iii) thermal energy consuming units, consumption and its pattern along with type of fuel used, etc.
4. Energy Consumption details through assessment of 1–4-year electricity bills including energy consumption, monthly energy cost, maximum demand, penalties imposed by the power supply agency for exceeding contract demand, delayed payment charges, non-maintenance of power factor, etc.
5. Identify the location on rooftop for possibility of Rooftop solar system for the Unit – Space available, potential capacity of the system that can be installed, etc. Scope for any other renewable energy use
6. Carry out analysis (i) Sankey diagrams for both electrical and thermal energy use, (ii) analyse the data, present it in System International (SI), (iii) analysis of CO₂ generation, (iv) potential for interventions and saving section-wise

Prepare a report for individual units and one comprehensive report. Suggested format for the individual report and comprehensive report is as given below:

Table 2. Suggested content for Individual report

SN	Content	
	Cover page	
	Team and preface	
	Acronyms and definitions used	
	Summary	2 pages, stand alone
1	Background	1 page
2	About the company/unit	1 to 2 pages
3	Approach and methodology	1 page
4	Data gathered	2 to 3 pages
5	Analysis and findings (Electrical, Thermal and Motive power) including Sankey diagrams	4 to 5 pages
6	Conclusions, discussions and recommendations (intervention proposed, specifications, estimated investment, any scheme support/ incentive/ loan scope, potential suppliers 3 to 5 nos. in each intervention) [separately for Energy Efficiency, Renewable Energy]	4 to 5 pages
	Annexure	
(i)	Checklist for the study	
(ii)	Audit data sheet for EA	
(iii)	Checklist for Renewable Energy assessment	
(iv)	Calculations for Energy Audits, Sankey diagrams	
(v)	Calculations for Renewable Energy Assessment	
(vi)	Calculations for Sankey diagram	
(vii)	Brief description of proposed intervention/s	
(viii)	Signed Data sheet (summary sheet) by company, Energy Manager of the team	

Notes:

1. About 20 to 30 pages, font size not less than 10, line space 1.5
2. Appropriate instruments, with right calibration must be used. UNDP team may visit randomly, collect information. If the service provider is found not using appropriate instruments, the assignment may be cancelled and amount recovered
3. People with Energy Managers/ Energy Auditor Certification must be involved in the study and preparing the report

Table 3. Suggested content for Comprehensive report

SN	Content	Pages
	Cover page	
	Team and preface	
	Acronyms and definitions used	
	Summary	2-5 pages, stand alone
1	Background	1-2 page
2	About the company/unit	1-2 pages
3	Approach and methodology	1-4 pages
4	Data gathered	20 to 30 pages
5	Analysis and findings (Electrical, Thermal and Motive power) including Sankey diagrams	20 to 30 pages
6	Conclusions, discussions and recommendations (intervention proposed, specifications, estimated investment, any scheme support/ incentive/ loan scope, potential suppliers 3 to 5 nos. in each intervention) [separately for Energy Efficiency, Renewable Energy]	30 to 40 pages
	Annexure	
(i)	Checklist for the study	
(ii)	Audit data sheet for EA	
(iii)	Checklist for Renewable Energy assessment	
(iv)	Calculations for Energy Audits, Sankey diagrams	
(v)	Calculations for Renewable Energy Assessment	
(vi)	Calculations for Sankey diagram	
(vii)	Brief description of proposed intervention/s	
(viii)	Signed Data sheet (summary sheet) by company, Energy Manager of the team	

Notes:

1. Font size not less than 10, line space 1.5
2. Appropriate instruments, with right calibration must be used. UNDP team may visit randomly, collect information. If the service provider is found not using appropriate instruments, the assignment may be cancelled and amount recovered
3. People with Energy Managers/ Energy Auditor Certification must be involved in the study and preparing the report

4. Timelines

The time available for the agency/ies to complete the assignment is likely to be 4-6 months after signing of the contract.

Section 6: Returnable Bidding Forms / Checklist

This form serves as a checklist for preparation of your Proposal. Please complete the Returnable Bidding Forms in accordance with the instructions in the forms and return them as part of your Proposal submission. No alteration to format of forms shall be permitted and no substitution shall be accepted.

Before submitting your Proposal, please ensure compliance with the Proposal Submission instructions of the BDS 22.

Technical Proposal Envelope:

Have you duly completed all the Returnable Bidding Forms?	
▪ Form A: Technical Proposal Submission Form	<input type="checkbox"/>
▪ Form B: Bidder Information Form	<input type="checkbox"/>
▪ Form C: Joint Venture/Consortium/ Association Information Form	<input type="checkbox"/>
▪ Form D: Qualification Form	<input type="checkbox"/>
▪ Form E: Format of Technical Proposal	<input type="checkbox"/>
Have you provided the required documents to establish compliance with the evaluation criteria in Section 4?	<input type="checkbox"/>

Financial Proposal Envelope

(Must be submitted in a separate sealed envelope/password protected file)

▪ Form F: Financial Proposal Submission Form	<input type="checkbox"/>
▪ Form G: Financial Proposal Form	<input type="checkbox"/>

Form A: Technical Proposal Submission Form

Name of Bidder:		Date:	
RFP reference:	RFP-039-IND-2022		

We, the undersigned, offer to provide the services **for Long Term Agreement (LTA) for "Energy Audit & Renewable Energy feasibility assessment of MSMEs in Jharkhand, Madhya Pradesh, and Uttar Pradesh, INDIA"** in accordance with your Request for Proposal No. RFP-039-IND-2022 and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal and our Financial Proposal sealed under a separate envelope.

We hereby declare that our firm, its affiliates or subsidiaries or employees, including any JV/Consortium /Association members or subcontractors or suppliers for any part of the contract:

- a) is not under procurement prohibition by the United Nations, including but not limited to prohibitions derived from the Compendium of United Nations Security Council Sanctions Lists;
- b) have not been suspended, debarred, sanctioned or otherwise identified as ineligible by any UN Organization or the World Bank Group or any other international Organization;
- c) have no conflict of interest in accordance with Instruction to Bidders Clause 4;
- d) do not employ, or anticipate employing, any person(s) who is, or has been a UN staff member within the last year, if said UN staff member has or had prior professional dealings with our firm in his/her capacity as UN staff member within the last three years of service with the UN (in accordance with UN post-employment restrictions published in ST/SGB/2006/15);
- e) have not declared bankruptcy, are not involved in bankruptcy or receivership proceedings, and there is no judgment or pending legal action against them that could impair their operations in the foreseeable future;
- f) undertake not to engage in proscribed practices, including but not limited to corruption, fraud, coercion, collusion, obstruction, or any other unethical practice, with the UN or any other party, and to conduct business in a manner that averts any financial, operational, reputational or other undue risk to the UN and we embrace the principles of the United Nations Supplier Code of Conduct and adhere to the principles of the United Nations Global Compact.

We declare that all the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification and/or sanctioning by the UNDP.

We offer to provide services in conformity with the Bidding documents, including the UNDP General Conditions of Contract and in accordance with the Terms of Reference

Our Proposal shall be valid and remain binding upon us for the period of time specified in the Bid Data Sheet.

We understand and recognize that you are not bound to accept any Proposal you receive.

I, the undersigned, certify that I am duly authorized by [Insert Name of Bidder] to sign this Proposal and bind it should UNDP accept this Proposal.

Name: _____
Title: _____
Date: _____
Signature: _____

[Stamp with official stamp of the Bidder]

Form B: Bidder Information Form

Legal name of Bidder	
Legal address	
Year of registration	
Bidder's Authorized Representative Information	Name and Title: Telephone numbers: Email:
Are you a UNGM registered vendor?	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes,
Are you a UNDP vendor?	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes,
Countries of operation	
No. of full-time employees	
Quality Assurance Certification (e.g. ISO 9000 or Equivalent) (If yes, provide a Copy of the valid Certificate):	
Does your Company hold any accreditation such as ISO 14001 related to the environment? (If yes, provide a Copy of the valid Certificate):	
Does your Company have a written Statement of its Environmental Policy? (If yes, provide a Copy)	
Contact person UNDP may contact for requests for clarification during Proposal evaluation	Name and Title: Telephone numbers: Email:
Please attach the following documents:	<ul style="list-style-type: none"> ▪ Company Profile, which should <u>not</u> exceed fifteen (15) pages, including printed brochures and product catalogues relevant to the goods/services being procured ▪ Certificate of Incorporation/ Business Registration ▪ Tax Registration/Payment Certificate issued by the Internal Revenue Authority evidencing that the Bidder is updated with its tax payment obligations, or Certificate of Tax exemption, if any such privilege is enjoyed by the Bidder ▪ Trade name registration papers, if applicable ▪ Local Government permit to locate and operate in assignment location, if applicable ▪ Official Letter of Appointment as local representative, if Bidder is submitting a Bid in behalf of an entity located outside the country ▪ Power of Attorney

Form C: Joint Venture/Consortium/Association Information Form

Name of Bidder:		Date:	
RFP reference:	RFP-039-IND-2022		

To be completed and returned with your Proposal if the Proposal is submitted as a Joint Venture/Consortium/Association.

No	Name of Partner and contact information <i>(address, telephone numbers, fax numbers, e-mail address)</i>	Proposed proportion of responsibilities (in %) and type of services to be performed
1		
2		
3		

Name of leading partner (with authority to bind the JV, Consortium, Association during the RFP process and, in the event a Contract is awarded, during contract execution)	
--	--

We have attached a copy of the below document signed by every partner, which details the likely legal structure of and the confirmation of joint and severable liability of the members of the said joint venture:

Letter of intent to form a joint venture **OR** JV/Consortium/Association agreement

We hereby confirm that if the contract is awarded, all parties of the Joint Venture/Consortium/Association shall be jointly and severally liable to UNDP for the fulfillment of the provisions of the Contract.

Name of partner: _____	Name of partner: _____
Signature: _____	Signature: _____
Date: _____	Date: _____

Name of partner: _____	Name of partner: _____
Signature: _____	Signature: _____
Date: _____	Date: _____

Form D: Qualification Form

Name of Bidder:		Date:	
RFP reference:	RFP-039-IND-2022		

If JV/Consortium/Association, to be completed by each partner.

Historical Contract Non-Performance

<input type="checkbox"/> Contract non-performance did not occur for the last 3 years			
<input type="checkbox"/> Contract(s) not performed for the last 3 years			
Year	Non- performed portion of contract	Contract Identification	Total Contract Amount (current value in US\$)
		Name of Client: Address of Client: Reason(s) for non-performance:	

Litigation History (including pending litigation)

<input type="checkbox"/> No litigation history for the last 3 years			
<input type="checkbox"/> Litigation History as indicated below			
Year of dispute	Amount in dispute (in US\$)	Contract Identification	Total Contract Amount (current value in US\$)
		Name of Client: Address of Client: Matter in dispute: Party who initiated the dispute: Status of dispute: Party awarded if resolved:	

Previous Relevant Experience

Please list only previous similar assignments successfully completed in the last 5 years.

List only those assignments for which the Bidder was legally contracted or sub-contracted by the Client as a company or was one of the Consortium/JV partners. Assignments completed by the Bidder's individual experts working privately or through other firms cannot be claimed as the relevant experience of the Bidder, or that of the Bidder's partners or sub-consultants, but can be claimed by the Experts themselves in their CVs. The Bidder should be prepared to substantiate the claimed experience by presenting copies of relevant documents and references if so requested by UNDP.

Project name & Country of Assignment	Client & Reference Contact Details	Contract Value	Period of activity and status	Types of activities undertaken

Bidders may also attach their own Project Data Sheets with more details for assignments above.

Attached are the Statements of Satisfactory Performance from the Top 3 (three) Clients or more.

Financial Standing

Annual Turnover for the last 3 years	Year	INR
	Year	INR
	Year	INR
Latest Credit Rating (if any), indicate the source		

Financial information (in US\$ equivalent)	Historic information for the last 3 years		
	Year 1	Year 2	Year 3
	<i>Information from Balance Sheet</i>		
Total Assets (TA)			
Total Liabilities (TL)			
Current Assets (CA)			
Current Liabilities (CL)			
	<i>Information from Income Statement</i>		
Total / Gross Revenue (TR)			
Profits Before Taxes (PBT)			
Net Profit			
Current Ratio			

Attached are copies of the audited financial statements (balance sheets, including all related notes, and income statements) for the years required above complying with the following condition:

- a) Must reflect the financial situation of the Bidder or party to a JV, and not sister or parent companies;
- b) Historic financial statements must be audited by a certified public accountant;
- c) Historic financial statements must correspond to accounting periods already completed and audited. No statements for partial periods shall be accepted.

Form E: Format of Technical Proposal

Name of Bidder:		Date:	
RFP reference:	RFP-039-IND-2022		

The Bidder's proposal should be organized to follow this format of Technical Proposal. Where the bidder is presented with a requirement or asked to use a specific approach, the bidder must not only state its acceptance, but also describe how it intends to comply with the requirements. Where a descriptive response is requested, failure to provide the same will be viewed as non-responsive.

SECTION 1: Bidder's qualification, capacity and expertise

- 1.1 Brief description of the organization, including the year and country of incorporation, and types of activities undertaken.
- 1.2 General organizational capability which is likely to affect implementation: management structure, financial stability and project financing capacity, project management controls, extent to which any work would be subcontracted (if so, provide details).
- 1.3 Relevance of specialized knowledge and experience on similar engagements done in the region/country.
- 1.4 Quality assurance procedures and risk mitigation measures.**
- 1.5 Organization's commitment to sustainability.

SECTION 2: Bidder's Comments and Suggestions on the Terms of Reference

Provide comments and suggestions on the Terms of Reference, or additional services that will be rendered beyond the requirements of the TOR, if any.

SECTION 3: Management Structure and Key Personnel

- 3.1 Describe the overall management approach toward planning and implementing the project. Include an organization chart for the management of the project describing the relationship of key positions and designations. Provide a spreadsheet to show the activities of each personnel and the time allocated for his/her involvement.
- 3.2 Provide CVs for key personnel that will be provided to support the implementation of this project using the format below. CVs should demonstrate qualifications in areas relevant to the Scope of Services.

Format for CV of Proposed Key Personnel

Name of Personnel	
Position for this assignment	
Nationality	
Language proficiency	

Education/ Qualifications	<i>[Summarize college/university and other specialized education of personnel member, giving names of schools, dates attended, and degrees/qualifications obtained.]</i>
Professional certifications	<i>[Provide details of professional certifications relevant to the scope of services]</i> <ul style="list-style-type: none"> ▪ Name of institution: ▪ Date of certification:
Employment Record/ Experience	<i>[List all positions held by personnel (starting with present position, list in reverse order), giving dates, names of employing organization, title of position held and location of employment. For experience in last five years, detail the type of activities performed, degree of responsibilities, location of assignments and any other information or professional experience considered pertinent for this assignment.]</i>
References	<i>[Provide names, addresses, phone and email contact information for two (2) references]</i> Reference 1: Reference 2:

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe my qualifications, my experiences, and other relevant information about myself.

Signature of Personnel

Date (Day/Month/Year)

Form F: Financial Proposal Submission Form

Name of Bidder:		Date:	
RFP reference:	RFP-039-IND-2022		

We, the undersigned, offer to provide the services for "**Long Term Agreement (LTA) for "Energy Audit & Renewable Energy feasibility assessment of MSMEs in Jharkhand, Madhya Pradesh, and Uttar Pradesh, INDIA"**" in accordance with your Request for Proposal No. RFP-039-IND-2022 and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal and our Financial Proposal password protected under a separate files.

Our attached Financial Proposal is for the sum of [Insert amount in words and figures].

Our Proposal shall be valid and remain binding upon us for the period of time specified in the Bid Data Sheet.

We understand you are not bound to accept any Proposal you receive.

Name: _____

Title: _____

Date: _____

Signature: _____

[Stamp with official stamp of the Bidder]

Form G: Financial Proposal Form

Name of Bidder:		Date:	
RFP reference:	RFP-039-IND-2022		

The Bidder is required to prepare the Financial Proposal following the below format and submit it in a password protected PDF file separate from the rest of the RFP. The Financial Proposal should align with the requirements in the Terms of Reference and the Bidder's Technical Proposal.

The Proposers are requested to provide the fixed fee per profile described in detail in the Terms of Reference.

Financial proposal format for investment grade energy audit of MSME unit:

Particulars	Man-days required/ Units Required		Cumulative Man-days/ Units	Unit Cost (INR)	Total Cost (INR)
	Energy Audit and data collection	Report Preparation			
A	B	C	D	E	F=D X E
BEE Certified Energy Auditor	2	1	3		
Audit Support, Graduate Engineer	2	2	4		
Finance Expert, MBA or equivalent	0	0.5	1		
				TOTAL	0

Instructions to prepare financial proposal:

1. All prices/rates quoted must be exclusive of all taxes.
2. Quoted rates should be valid for the duration of the Long-term agreement.
3. Proposers must adhere to the format above and quote under all heads. Incomplete Financial Offer may not be considered for further evaluation.

*[Name and Signature of the Service Provider's
 Authorized Person]
 [Designation]
 [Date]*

Form H: Bid / No Bid Confirmation Form

Bid / No Bid Confirmation Form

[Complete this page and return it prior to bid closing]

Date:

To: UNDP
Procurement Unit
55, Lodhi Estate,
New Delhi - 110 003

Email: vijay.thapliyal@undp.org

From: _____

Subject: RFP, UNDP case no.: [RFP-039-IND-2022]
Long Term Agreement (LTA) for "Energy Audit & Renewable Energy feasibility assessment of MSMEs in Jharkhand, Madhya Pradesh, and Uttar Pradesh, INDIA"

YES, we intend to submit an offer.

NO, we are unable to submit a proposal in response to the above-mentioned Request for Proposal (RFP) due to the reason(s) listed below:

- The requested services are not within our range of supply
- We are unable to submit a competitive offer for the requested services at the moment
- The requested services are not available at the moment
- We cannot meet the requested requirements
- We cannot offer the requested type of services
- The information provided for offer purposes is insufficient
- Your RFP is too complicated
- Insufficient time is allowed to prepare a proposal
- We cannot meet the qualification requirements
- We cannot adhere to your terms and conditions (please specify)
- We are closed during the holiday season
- We had to give priority to other clients' requests
- We do not offer directly but through partners
- The person handling the bids is away from the office
- We would like to receive future RFPs for this type of services
- We don't want to receive RFPs for this type of services
- Others (please specify)**

If UNDP has questions to the bidder concerning this NO BID, UNDP should contact Mr./Ms. _____, phone/email _____, who will be able to assist.

Section 7: Templates

Form D: Model Contract

United Nations Development Programme



*Empowered lives.
Resilient nations.*

Contract for Goods and/or Services

Between the United Nations Development Programme and [insert name of the Contractor]

1. Country Where Goods Will be Delivered and/or Services Will be Provided:	
2. UNDP <input type="checkbox"/> Request for Quotation <input type="checkbox"/> Request for Proposal <input type="checkbox"/> Invitation to Bid <input type="checkbox"/> direct contracting Number and Date:	
3. Contract Reference (e.g. Contract Award Number):	
4. Long Term Agreement: <input type="checkbox"/> Yes <input type="checkbox"/> No [indicate as appropriate] An LTA creates a standing and non-binding arrangement with a vendor with an option to issue subsequent contracts on the terms agreed in that LTA.	
5. Subject Matter of the Contract: <input type="checkbox"/> goods <input type="checkbox"/> services <input type="checkbox"/> goods <i>and</i> services	
6. Type of Services:	
7. Contract Starting Date:	8. Contract Ending Date:
9. Total Contract Amount: [insert currency and amount in figures and words]	
9a. Advance Payment: [“not applicable”]	
10. Total Value of Goods and/or Services: <input type="checkbox"/> below US\$50,000 (Services only) – UNDP General Terms and Conditions for Institutional (de minimis) Contracts apply <input type="checkbox"/> below US\$50,000 (Goods or Goods and Services) – UNDP General Terms and Conditions for Contracts apply <input type="checkbox"/> equal to or above US\$50,000 (Goods and/or Services) – UNDP General Terms and Conditions for Contracts apply	
11. Payment Method: <input type="checkbox"/> fixed price <input type="checkbox"/> cost reimbursement	
12. Contractor’s Name: Address:	

<p>Country of incorporation:</p> <p>Website:</p>
<p>13. Contractor's Contact Person's Name:</p> <p>Title:</p> <p>Address:</p> <p>Telephone number:</p> <p>Fax:</p> <p>Email:</p>
<p>14. UNDP Contact Person's Name:</p> <p>Title:</p> <p>Address:</p> <p>Telephone number:</p> <p>Fax:</p> <p>Email:</p>
<p>15. Contractor's Bank Account to which payments will be transferred:</p> <p>Beneficiary:</p> <p>Account name:</p> <p>Account number:</p> <p>Bank name:</p> <p>Bank address:</p> <p>Bank SWIFT Code:</p> <p>Bank Code:</p> <p>Routing instructions for payments:</p>

This Contract consists of the following documents, which in case of conflict shall take precedence over one another in the following order:

1. This face sheet ("Face Sheet").
2. UNDP Special Conditions [if applicable].
3. [UNDP General Terms and Conditions for Contracts] [UNDP General Terms and Conditions for Institutional (de minimis) Contracts]
4. Terms of Reference (TORs) and Schedule of Payments, incorporating the description of services, deliverables and performance targets, time frames, schedule of payments, and total contract amount
5. The Contractor's Technical Proposal and Financial Proposal, dated [insert date], as clarified by the agreed minutes of the negotiations meeting, dated [insert date]; these documents not attached hereto but known to and in the possession of the Parties, and forming an integral part of this Contract.

6. Discount Prices [if applicable].

All the above, hereby incorporated by reference, shall form the entire agreement between the Parties (the “Contract”), superseding the contents of any other negotiations and/or agreements, whether oral or in writing, pertaining to the subject of this Contract.

This Contract shall enter into force on the date of the last signature of the Face Sheet by the duly authorized representatives of the Parties, and terminate on the Contract Ending Date indicated on the Face Sheet. This Contract may be amended only by written agreement between the duly authorized representatives of the Parties.

IN WITNESS WHEREOF, the undersigned, being duly authorized thereto, have on behalf of the Parties hereto signed this Contract at the place and on the day set forth below.

For the Contractor		For UNDP	
Signature:		Signature:	
Name:		Name:	
Title:		Title:	
Date:		Date:	